

Queens Bay Resort

Dear Queens Bay Resort Property Owner,

We would like to inform you of an important requirement for any work to be performed in your condo unit at Queens Bay Resort. According to the guidelines set by the HOA Insurance Company, HOA Attorney, and HOA Directors, a contractor verification document must be submitted to the Property Manager before the start of any work in your unit.

Please ensure that you submit this document well in advance to provide sufficient time for the management to confirm all the data submitted and approve the contractor(s) before any work begins under the contract. This process helps to ensure that all work is performed by qualified and insured professionals, protecting the common infrastructure and your neighbors' units from potential damages.

Part of protecting the infrastructure is the need to review the permit requirements from Lake Havasu City with your contractor to ensure the required permits are applied for by your contractor and the permit number given to the HOA property manager before the work begins.

The LHCAZ.gov website provides a list of home repairs and home improvements that require permits, the page can be found by clicking on this [link](#).

This is a [link](#) to the permit application on the city's website.

Failure to comply with these guidelines will result in the owner being held personally responsible for any damages caused to common infrastructure and/or their neighbors' units, as this will be considered a violation of the HOA rules.

To avoid any complications, please make sure to adhere to this requirement and submit the contractor verification document in a timely manner. If you have any questions or concerns, please do not hesitate to contact the Queens Bay Resort Property Manager.

Thank you for your attention to this matter, and we appreciate your cooperation in maintaining a safe and secure living environment for all residents at Queens Bay Resort.

Sincerely,



Robert Starkey

Queens Bay Resort Property Manager

QUEENS BAY RESORT CONDOMINIUM OWNERS ASSOCIATION, INC.

777 HARRAH WAY #532, LAKE HAVASU CITY, AZ 86403

Robert Starkey, HOA Manager • (928) 727-0220 • PropertyManager@QueensBayHOA.com

CONTRACTORS VERIFICATION APPLICATION

Name of Condo Owner: _____

Condo Unit Number: _____

Condo Owners Primary Address: _____

Condo Owners Phone Number: (_____) _____ - _____

Condo Owners Email Address: _____

Construction Description: _____

City Permit Number (if required) _____

Will fire-sprinkler heads be raised? [] No. [] Yes, did you get your permit, by _____

Estimated Construction Time Frame: _____

Contractors License Name & ROC Number: _____

Contractors License Classification (circle one): A B C

Below five items are required to be given to the HOA Manager *before* any work *begins* on property.

1. Current Business License
2. Certificate of Insurance - Listing "Queens Bay HOA" as additional insured
3. Proof of Workman's Comp Insurance for any employees.
4. Indemnification Agreement - attached, signed by the contractor
5. Notice Agreement - attached, signed by the contractor

Condo Owners Signature: _____ Date: _____

Contractors Signature: _____ Date: _____

QUEENS BAY RESORT CONDOMINIUM OWNERS ASSOCIATION, INC.

777 HARRAH WAY #532, LAKE HAVASU CITY, AZ 86403

Robert Starkey, HOA Manager • (928) 727-0220 • PropertyManager@QueensBayHOA.com

This Notice is being given out to all contractors.

Dear Contractor,

As you work on construction or upgrades within Queens Bay Resort condo units, we kindly request that you follow the guidelines below to ensure a clean and pleasant environment for all residents. Your cooperation is greatly appreciated.

1. Please remove any debris left in common areas, including elevators, carpet paths, and trash bin areas. Keep these areas clean at all times to prevent the spread of debris throughout the property. We recommend a battery operated vacuum or carpet sweeper to pick up debris.
2. Do not use the brass bellman luggage carts for transporting construction materials, products, or supplies.
3. The trash bins on the property are designated for residential household trash only. Please dispose of commercial trash, such as toilets, large boxes, or cabinets, at the city dump.
4. Do not leave any trash outside the dumpsters, as the trash company will not pick up these items.
5. Refrain from disposing of construction waste down toilets, open drains, or air vents.
6. Do not store construction supplies outside the condo or in any common areas, including the parking lot.
7. Construction work hours are limited to 7 AM to 6 PM from Monday to Friday, and 8 AM to 5 PM on Saturdays. No construction work is permitted on Sundays.

Kindly note that any damage or necessary maintenance due to debris left in common areas will be the financial responsibility of the condo owner who has the construction work done.

Thank you for your cooperation in maintaining a clean and pleasant living environment for all residents at Queens Bay Resort.

Sincerely,



Robert Starkey
Queens Bay Resort Property Manager

Contractor Signature: _____ Date: _____

INDEMNIFICATION AGREEMENT

As a Service Provider and Contractor (Hereafter called "Service Provider") of Queens Bay Resort Homeowners Association Inc. (Hereafter called "Queens Bay") you agree, at your expense, to maintain insurance coverage, including but not limited to Commercial General Liability, Fire Legal Liability, and other coverages as may be deemed necessary by Queens Bay. The amounts of the insurance coverages, will not limit the Service Provider's liability, regardless of any hold or save harmless provisions. The Service Provider is responsible for providing annual proof of coverage prior to signing this contract and cannot cancel the insurance or reduce the coverage during the term of this contract.

To the fullest extent permitted by law, the Service Provider agrees to defend, indemnify and hold harmless Queens Bay from and against all suits, actions, legal or administrative proceedings, claims, demands, liens, losses, fines, damages, consequential damages, arbitration costs, mediation fees and the cost of appellate proceedings, relating to, arising out of, caused, or alleged violation, of any law, work or services of the Service Provider, the Service Providers' agents, employees, anyone the Service Provider directly or indirectly employs or supervises, or anyone acting under the Service Providers' direction, control or on any subcontractors' behalf, in connection with or incident to this contract.

Insurance Limits:

Commercial General Liability (Orrucance Form)

General Aggregate (other than Prod/Comp Ops Liability)	\$1,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury Liability	\$1,000,000
Each Occurrence	\$1,000,000
Hired & Non-Owned Automobile	\$1,000,000
Coverage Fire Legal Liability	\$ 300,000

- The policy will include contractual coverage, including, but not limited to, the liability assumed under the indemnification provisions of this contract.
- The Service Provider agrees to provide a Commercial General Liability Policy which shall be endorsed as primary coverage with respect to any other insurance or retention maintained by Queens Bay.
- The Service Provider agrees that all policies provided shall be specifically endorsed to waive all rights of subrogation against Queens Bay.
- Any supplements or endorsements issued in conjunction with a Certificate of Insurance must show the Service Provider as the Named Insured and be signed by an authorized insurance company representative.

Best's Guide Rating: All of the Coverages required herein shall be maintained with insurers rated at least "A-" or better in the most current edition of Bests' Insurance Reports.

Certificate of Insurance: Prior to commencing any work under this contract, Queens Bay requires a Certificate of Insurance be provided. The Certificate **must show the Additional Insured requirement listed below**. Queens Bay may rely upon the Certificates of Insurance; however, such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of the subcontractor under this contract.

INDEMNIFICATION AGREEMENT

Additional Insured: The Service Provider agrees to provide a Commercial General Liability Policy and Commercial Automobile Policy that is endorsed to include *Queens Bay HOA and its Directors, Trustees, Officers, Employees, and Residents* as additional insured. The coverage provided is primary with respect to any other insurance maintained or retained by Queens Bay. The policies listed on this certificate have been endorsed to waive subrogation in favor of Queens Bay.

Approved by:

Service Provider: _____ Date: ____ / ____ / 20 ____

Witness: _____ Date: ____ / ____ / 20 ____

NOTE: This document is provided by The Mahoney Group. The Mahoney Group provided this Indemnification Agreement to be signed as part of your contract with Queens Bay, and recommends that you have your legal counsel review this document prior to its execution. By signing this Indemnification Agreement, you agree to these terms.