

ACCESS AND INDEMNIFICATION AGREEMENT

This Agreement is made this ___ day of _____, 20___ by and between Fisher Island Community Association, Inc. ("**FICA**"), _____, ("**Contractor**"), and _____ ("**Owner**").

AGREEMENT

In consideration of the foregoing, the mutual covenants set forth herein and other good and valuable consideration (the receipt, adequacy and sufficiency of which are hereby acknowledged by the parties hereto), the parties hereto agree as follows.

1. **Right of Access.** Pursuant to the request of the Owner, Contractor is granted the right and privilege of access to Fisher Island for the purpose of performing work or providing services, including but not limited to, renovations, repairs or maintenance of buildings, lots or units.
2. **Requirements for Contractor Access.** All Contractors/Subcontractors intending to perform work for renovations, modifications, maintenance and/or servicing, must be registered by FICA and adhere to and provide the information outlined in Section 7 – Visiting Contractors and Subcontractors, of FICA's Rules and Regulations. The following must be on file with the Public Safety Department prior to being approved as a Registered Vendor or Contractor.
 - (a) A fully executed copy of the Access and Indemnification Agreement;
 - (b) Company Registration Fee paid in full;
 - (c) Completed background checks for all employees of the Vendor or Contractor; Vendor or Contractor must advise FICA when an employee is terminated or no longer needs access; Vendors and Contractors may add additional employees throughout the year by registering said employee and;
 - (d) A current list of unit(s), building(s), or projects where work will take place and any changes to the list must be provided to Public Safety immediately.
 - (e) If Owner's Neighborhood Association requires Contractor to have insurance coverage, then a copy of the Contractor's certificate of insurance with FICA listed as an additional insured.
3. As indicated above, a criminal history background is conducted for each person that the Contractor and/or Company Representative requests access to Fisher Island. Applicants found to have a criminal history may be denied access to Fisher Island. As the Contractor and/or Company Representative, it is your responsibility to first interview all candidates that you sponsor for entry, confirming that the individual understands a criminal history background will be conducted, and that criminal charges could deny their entry to Fisher Island. If you determine that the applicant is suitable for entry to Fisher Island, the applicant will complete an application for entry, where they will be asked to divulge criminal information prior to the background check process. Omissions of criminal charges of any type will result in immediate denial of access. Additionally, all applicants receiving rights for access and entry must immediately self-report any criminal charges they face after the registration process. Failure to do so will result in revocation of access rights. Contractor shall provide a copy of the driver's license and provide the social security number and birth date for each individual that it seeks to clear for entry. Contractor shall complete Exhibit "A" for each individual that it seeks to clear for entry.
4. Contractors/Subcontractors must park at the Condominium or Homeowners' Association or Club property they are approved to work at. Parking on FICA Common Areas is prohibited unless prior authorization is given. The Terminal East Parking Garage located at 112 MacArthur Causeway, Miami Beach, FL, has limited parking spaces available for Contractors/Subcontractors.

5. Any individual that will be representing a Contractor/Subcontractor and working on Fisher Island will be required to obtain and pay the associated fee for an ID Card. The ID card will be valid for one year from the time it is issued and will have to be renewed annually. Misplaced or forgotten ID cards will require a temporary ID card to be issued and the associated fee paid for upon arrival to Fisher Island.
6. Acknowledgment and understanding of FICA's Rules and Regulations, some of which are listed below, but are no way to be considered all inclusive. (A full copy of FICA's Rules and Regulations are available upon request.)
 - (a) The speed limit on Fisher Island is 19 MPH;
 - (b) All vehicles must come to a complete stop at all stop signs;
 - (c) No portion of the Common Areas or Condominium Association lawns may be used for parking purposes, except those positions specifically designed and intended therefor;
 - (d) Contractors, Vendors, and Employees of any entity may not drive motorcycles on Fisher Island; and
 - (e) No use of firearms shall be permitted anywhere in The Properties.
7. If the Association disapproves the Contractor because of (a) history of leaving Unit Owners with mechanics liens, (b) violation of Condominium Association, Homeowners' Association, Club or FICA Rules and Regulations or (c) has a criminal record, the Owner, Club CEO, Condominium Association or Homeowners' Association will be notified of such disapproval and the Visiting Contractor or Subcontractor will be denied use of the Transportation System. If the Association approves the Visiting Contractor or Subcontractor, the Visiting Contractor and/or Subcontractor will be informed that they must use Terminal East, which is presently located at 112 MacArthur Causeway, Miami Beach, FL. Contractors performing construction are not authorized to utilize recreational facilities under any circumstances. Moreover, if approved by the Association, Visiting Contractors and Subcontractors will only be permitted ingress and egress access to and from the unit/lot for which the work has been approved.

Any Owner providing false clearance through the Public Safety Department's access control unit will be fined and denied use of the Common Areas for up to 60 days per occurrence. For habitual offenders, the Association may require the offending Owner to appear in person at the Public Safety office to sign affidavits to provide clearance.

8. Construction guidelines, which may be set by individual Associations, except that FICA will not provide access to the Commercial Transportation System, with the exception of emergency or necessary repairs and improvements to Units and Lots, during a two-week period in December and January, which specific dates may vary each year, are as follows:
 - (a) FICA will not permit any work during a two-week period in December and January, which specific dates may vary each year. FICA will establish and announce the dates for this two-week moratorium each year;
 - (b) No work will be allowed on the following days: Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, and during a two-week period in December and January, which specific dates may vary each year. FICA will establish and announce the dates for this two-week moratorium each year;
 - (c) No work will be allowed outside of the hours between 8:00 a.m. – 5:00 p.m., Monday – Friday. Owners, Property Management Companies, or any other representative will be held responsible for any Contractors who remain on island past 5:30 p.m.
9. **Indemnification by Contractor.** In consideration of the rights and privileges granted to Contractor herein, Contractor hereby agrees to protect, defend, indemnify and hold harmless FICA and FICA's past, present and future officers, directors, shareholders, employees, agents, subsidiaries and affiliates, and each of the foregoing's successors and assigns (collectively the "Indemnitees" and

individually an “**Indemnatee**”), from any and all manner of actions, suits, debts, sums of money, interest owed, controversies, agreements, promises, undertakings, charges, damages, judgments, executions, obligations and reasonably incurred costs, expenses and fees (including reasonable attorneys’ fees and court costs), counterclaims, claims, demands, causes of action, liabilities, losses and amounts paid in settlement incurred, paid or sustained by any of the Indemnitees, in each case in connection with, arising out of, based upon, relating to or otherwise involving the exercise by Contractor or any of its employees, agents or subcontractors of the privileges granted by FICA to Contractor hereunder.

- 10.** Indemnification by Owner. Owner shall hold harmless and indemnify FICA, including FICA’s past, present and future officers, directors, employees, agents, and affiliates (collectively the “Indemnitees”), from any and all matters of actions, suits, debts, sums of money, interest owed, controversies, agreements, promises, undertakings, charges, damages, judgments executions, obligations, and reasonably incurred costs, expenses and fees (including reasonable attorneys’ fees and court costs), counterclaims, claims, demands, causes of action, liabilities, losses and amounts paid in settlement incurred, paid or sustained by any of the Indemnitees, in each case in connection with, arising out of, based upon, relating to or otherwise involving services or work performed by Contractor.

By signing below, the Parties agree to the terms of this Agreement.

Fisher Island Community Association, Inc.

Signed: _____

Name: _____

Title: _____

Date: _____

Contractor (INSERT COMPANY NAME HERE)

Signed: _____

Name: _____

Title: _____

Date: _____

Fisher Island Owner

Signed: _____

Name: _____

Unit No: _____

Date: _____

Exhibit "A"

List of Contractor's Employees Requesting Clearance to Fisher Island

1) Name: _____

a. Date of Birth: _____

b. Social Security Number: _____

c. Attach copy of driver's license

2) Name: _____

a. Date of Birth: _____

b. Social Security Number: _____

c. Attach copy of driver's license

3) Name: _____

a. Date of Birth: _____

b. Social Security Number: _____

c. Attach copy of driver's license

4) Name: _____

a. Date of Birth: _____

b. Social Security Number: _____

c. Attach copy of driver's license

5) Name: _____

a. Date of Birth: _____

b. Social Security Number: _____

c. Attach copy of driver's license

6) Name: _____

a. Date of Birth: _____

b. Social Security Number: _____

c. Attach copy of driver's license