

**RULES & REGULATIONS
BAY POINT ON THE LAKE (BP), WHITEFISH, MT 59937**

Contractor Terms & Conditions

Pursuant Article IV, of the By-laws, and the Declarations of Unit Ownership of Bay Point Estates as merged, August 26, 1981, and as merged October 30, 1984, the Board of Directors hereby adopts the following rules and regulations which apply to all construction, including but not limited to remodeling, maintenance, and new construction, of improvements performed upon Bay Point Association Common Elements and within the Units located at "Bay Point on the Lake" (BP), 300 Bay Point Drive, Whitefish, Montana 59937. For purposes of these rules and regulations, the term "Contractor" means a person supplying labor and materials to alter, improve or construct improvements upon the common elements or limited common elements. Said definition expressly includes Bay Point Unit Owners performing work or acting as their own general contractor or hiring work to be completed affecting the common or limited common elements.

- 1.0 All Contractors, and any subcontractors thereof, shall be registered and licensed with the State of Montana. Prior beginning construction, the contractor and shall provide BP with:
 - 1.1 State Registration and License numbers;
 - 1.2 Workers Compensation Certificates or Exemption (if applicable) certificate;
 - 1.3 Federal Employer ID or SSN Number.
 - 1.4 Copies of certificates of the insurance required under section 2 below.
- 2.0 Contractors shall have valid and active insurance as follows:
 - 2.1 Business General Liability – \$1,000,000 minimum coverage, each incident;
 - 2.2 Workers Compensation for all employees;
 - 2.3 Subcontractor Workers Compensation Certificates or Exemption (if applicable);
 - 2.4 Vehicle liability insurance \$300,000 each accident.
 - 2.5 For any subcontractors, the contractor shall obtain proof of the foregoing from subcontractor and submit the same to BP prior to allowing any subcontractor on site.
- 3.0 Contractors shall comply with all local, state and federal laws including but not limited to, obtaining building permits, construction, structural, electrical, plumbing, and lakeshore protection zone permits. Contractors shall provide notice and access for City of Whitefish Building Inspectors to inspect and review the project work while in progress. Permits shall be posted on-site as required applicable codes with copies delivered to BP.

- 3.1 Two months prior to commencing construction, Contractors shall submit to the Board of Directors, or its designated committee, copies all plans and specifications for any project affecting the common elements or limited common elements. The Board of Directors shall review, approve, or disapprove and notify the Contractor in writing of any required modifications or compliance requirements within 45 days of submission.
- 4.0 All improvements shall comply with City of Whitefish Building Codes and Regulations, and all materials and labor shall conform to industry standards and practices and be new, of good quality, free from all faults and defects.
- 5.0 All plumbing, electrical, fuel and HVAC improvements shall be performed by a licensed journeyman of the applicable field.
- 6.0 Site Rules:
 - 6.1 Contractors shall keep the work site free from the accumulation of waste materials and debris resulting from contractor operations. Contractors shall at all times keep the site and adjacent streets, alleys, sidewalks, easements, rights-of-way and surrounding areas free from the accumulation of and shall remove all rubbish, debris, packing materials, scrap and waste materials arising out of the contractor's operations.
 - 6.2 Under no circumstances shall contractors allow any condition to exist which creates a nuisance, fire hazard, environment injurious to health or safety, or an attraction for children, animals or rodents. If a contractor fails to perform any cleanup within 24 hours after BP's notice to do so, BP may perform the cleanup, and the contractor shall promptly reimburse BP for all costs.
 - 6.3 Check-in/out daily with the BP Office and Property Manager including possession of Unit access keys unless otherwise waived by the Property Manager in writing;
 - 6.4 Hours of Work shall be between 7:00 a.m. to 7:00 p.m., subject to the Property Managers written authorization of other hours;
 - 6.5 Contractors shall notify BP's GM 48 hours in advance of any utility (gas, water, electric, cable, phone) interruptions for a project. The notice shall include an estimated duration of the interruption of services. Interruptions of services are subject to GM shall approval.
- 7.0 Prior to commencing work, all contractors shall acknowledge in writing receipt of the above rules and regulations.

- 7.1 Contractors shall fully indemnify and hold harmless BP from any and all liability, claims, demands, costs, and expenses on account of personal injuries, including death, and/or property loss, or damage to others (including but not limited to, the contractor, employees, sub-contractors and employees of the same), arising out of or in any manner connected with the performance of work, whether the injury, loss, or damage shall be caused solely by the negligence of the contractor, its employees, agents, or sub-contractors and/or their respective employees or agents; or whether such injury, loss, or damage shall be caused by any combination of the negligence of the contractor and/or third persons, its employees or agents.
- 7.2 Contractor duty to indemnify and hold harmless BP shall include payment of all attorneys' fees and costs, along with other expenses arising there from, in addition to damages.

**ACKNOWLEDGMENT & AGREEMENT TO
RULES & REGULATIONS OF
BAY POINT ON THE LAKE (BP), WHITEFISH, MT 59937**

Contractor Terms & Conditions

1. **Applicable Terms.** Contractor hereby acknowledges receipt of a copy of the RULES & REGULATIONS, BAYPOINT ON THE LAKE, WHITEFISH, MT, and Contractor Terms & Conditions, a copy of which is attached hereto and incorporated herein by reference in its entirety.
2. **Location of Project.** Contractor and the unit owner are solely responsible for the location and identification of all lot lines which have a bearing on the project. BP shall have no liability for errors in locations and identification of such lot lines.
3. **Attorney's Fees.** If either party to this Agreement defaults in any of the terms and conditions of this Agreement, the prevailing party in any legal actions necessitated by the default shall be entitled to recover all court costs and attorney's fees at both the trial and appellate.
4. **Merger.** This Agreement, together with the attached exhibits, constitutes the entire agreement between the parties hereto. Neither party is relying upon any prior written or oral representations of the other party in entering into this Agreement. This Agreement shall inure to the benefit of the parties, their heirs, personal representatives, successors and assigns.
5. **Governing Law.** This Agreement has been entered into and will be performed in Flathead County, Montana. This Agreement will be governed by the laws of the State of Montana.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

By: _____
Contractor Date

By: _____
Bay Point Property Manager Date