

THIRD MUTUAL CONSENT for MANOR ALTERATIONS (1 of 3)

The undersigned, a member of Third Laguna Hills Mutual, a California nonprofit corporation (hereafter referred to as the "Corporation"), hereby requests permission of the Corporation to make the alteration described below to the Manor. Said alteration (hereafter sometimes referred to as the "Work") shall be performed subject to the terms and conditions printed within the application. These terms and conditions set out the responsibilities of the member and the below named contractor.

A copy of the signed city final inspection is required for final acceptance by the mutual.		MANOR:	
CITY PERMIT NO.:		STREET:	
FINAL INSPECTION DATE:		MUTUAL CONSENT NO.:	
CITY DEMO PERMIT NO.:		FINAL INSPECTION DATE:	
DEMO PERMIT FINAL INSPECTION:		MUTUAL CONSENT EXPIRATION DATE:	
MANOR MODEL NAME:		MANOR PLAN NO.:	
PROPERTY OWNER / APPLICANT INFORMATION		← CHECK BOX IF PROVIDING PAYMENT	
NAME:		PHONE:	
STREET ADDRESS:			
CITY:		STATE:	ZIP:
EMAIL:			
CONTRACTOR INFORMATION		← CHECK BOX IF PROVIDING PAYMENT	
COMPANY NAME:		PHONE:	
STREET ADDRESS:			
CITY:		STATE:	ZIP:
EMAIL:		LICENSE:	CLASS: EXPIRES:
PROPOSED ALTERATIONS			
1. BATHROOM SPLITS		15. PATIO / BALCONY ENCLOSURES	
2. BLOCK WALLS		16. PATIO SLABS / WALKWAYS / PAVERS	
3. CABINETS-Storage: _____ Space No. _____ Car Port No.		17. REMODEL: _____ Kitchen _____ Bathrooms _____ Full	
4. CABINETS/Vanities/Counter: _____ Kitchen _____ Bath: 1/2/3		18. SKYLIGHTS: _____	
5. DISHWASHERS		19. SKYLIGHTS - TUBULAR: _____	
6. DOORS - EXTERIOR		20. SLIDING GLASS DOOR: RETROFIT	
7. EXHAUST FANS _____ NEW _____ CHANGE OUT		21. SLIDING GLASS DOOR: NEW CONSTRUCTION	
8. EXTERIOR WALL ATTACHMENTS		22. SOLAR PANELS	
9. FENCES: _____ WROUGHT IRON _____ VINYL		23. SOFTWATER UNITS	
10. FLOORING - EXTERIOR: _____ PATIOS _____ BALCONIES		24. WATER HEATER: CHANGE OUT	
11. GARAGE DOOR		25. WATER HEATER RELOCATION: _____ TANK _____ TANKLESS	
12. GUTTERS & DOWNSPOUTS		26. WASHER & DRYER	
13. HVAC/MINI/THROUGH WALL: _____ NEW _____ CHANGE OUT		27. WINDOW: NEW CONSTRUCTION	
14. PATIO & BALCONY AWNINGS		28. WINDOW: RETROFIT	
29. ELECTRICAL COMPONENTS: _____ NO. FIXTURE/CAN LIGHTS _____ NO. CEILING FAN _____ NO. OUTLETS _____ NO. SWITCHES			
30. PLUMBING COMPONENTS: _____ TUB / SHOWER _____ SHOWER / SHOWER _____ TUB / TUB			
OTHER:			
Approved per mutual standard plan(s):			
Approved per variance resolution:		VALUATION: \$	

THIRD MUTUAL CONSENT for MANOR ALTERATIONS (2 of 3)

IMPORTANT - READ CAREFULLY

1. The mutual's alteration process requires the mutual member receive a copy of the mutual standard to which the requested mutual consent applies, where applicable. The member's signature below indicates receipt and understanding of applicable standards.

2. I understand that I will be in non-conformance if my contractor and/or I do not conform to mutual rules and regulations, and I may be subject to member disciplinary procedures, including the possibility of a fine(s) in accordance with the Schedule of Monetary Penalties.

3. I understand and agree that I am responsible for all risks in connection with all alteration(s) or improvements(s), including, but not limited to, the costs of removing, altering, protecting or replacing the same as may be necessary or appropriate to conduct corporation business, including any costs associated with remediation and clean-up or repair of mutual property, caused by or resulting from alterations(s) or improvements thereof.

4. I accept responsibility for my contractor maintaining all required insurance.

I understand that I am responsible for the actions, for any damages, claims, fines or violations that result from the actions or inaction, of my contractor(s) or guest(s). I will ensure that items requiring inspections will not be complete WITHOUT INSPECTION AND APPROVAL by the CITY OF LAGUNA WOODS BUILDING INSPECTOR. I further understand that the mutual consent will EXPIRE within 180 days.

Signature of Member:

Date:

CONTRACTOR IMPORTANT - READ CAREFULLY: I have received, read, understand and agree to follow and confirm to all current mutual standards regarding this alteration(s). In addition, I am a contractor licensed pursuant to the laws of the State of California and agree to perform the work subject to the terms and conditions printed and included within the application. I will ensure that items requiring inspections will not be complete WITHOUT INSPECTION and APPROVAL by the CITY OF LAGUNA WOODS BUILDING INSPECTOR. I will maintain all mutual required liability insurance. I will provide a Certificate of Liability Insurance for inclusion in this mutual consent application.

Signature of Contractor:

Date:

IMPORTANT NOTICE: ASBESTOS-CONTAINING MATERIALS THAT ARE BASICALLY INERT AND HARMLESS IF NOT DISTURBED MAY BE PRESENT IN CEILINGS, FLOORS AND OTHER BUILDING COMPONENTS. LEAD-BASED PAINT MAY BE PRESENT. MEMBER AND CONTRACTOR ARE CAUTIONED TO TAKE ALL REASONABLE AND PRUDENT MEASURES TO PROTECT PERSONS AND PROPERTY BEFORE DISTURBING SUCH MATERIALS. MEMBER AND CONTRACTOR AGREE TO ABIDE BY ALL FEDERAL, STATE AND LOCAL LAWS, ORDINANCES, CODES AND REGULATIONS RELATING TO DISTURBANCE, REMOVAL AND/OR DISPOSAL OF ALL REGULATED MATERIALS. UPON REQUEST, COPIES OF DISPOSAL MANIFEST WILL BE PROVIDED TO THE CORPORATION.

FOR OFFICE USE ONLY

This application is approved and said member is hereby granted permission to make the above described alteration(s)

Alteration code(s):

VMS Inc.	Permit Fee	Misc. Fee (if applicable)	Paid By	Date
Payment Reference No.				

TERMS AND CONDITIONS

1. No person shall make any alteration of, make any addition to or remove any portion of any real property owned, managed or controlled by the Corporation without the prior written approval of the Corporation as evidenced by a mutual consent for manor alteration issued by the Corporation.
2. Concurrently with this application the following documents shall be submitted together with the required fee pursuant to Clause 10 herein.
 - a. A description of the proposed work to be performed.
 - b. If the proposed work is to be performed by a contractor, a copy of the written agreement covering the proposed work, executed by the member and the contractor.
 - c. If applicable, a building permit issued by the City of Laguna Woods, County of Orange, State of California.
 - d. Upon its submission, each of said documents shall be incorporated by reference and become a part of this application.
3. Any contractor who proposes to perform the work:
 - a. Shall be licensed as a contractor as required by the laws of the State of California, and shall present evidence thereof to the Corporation.
 - b. Shall maintain in force commercial general liability insurance and workers compensation insurance satisfactory to the Corporation. A performance bond and a labor and material bond may be required at the option of the Corporation.
 - c. Shall complete, verify and file with the Corporation, a construction contractor pass application, and shall promptly notify the Corporation of any change in the information provided in such application until such time as any warranties required in Clause 5 shall expire.
 - d. Shall identify all vehicles and persons involved in performance of the work in a manner satisfactory to the Corporation, and surrender upon demand of the Corporation all identification credentials (such as passes which may have been supplied to them); such credentials remaining at all times the property of the Corporation.
 - e. Hereby warrants that all work to be performed shall be free from defective workmanship and materials for a period of not less than one year from the date of final inspection by the Corporation as provided herein.
 - f. Shall perform all work to the satisfaction of the Corporation, subject to the inspection of the Corporation as provided in Clause 10 herein.
 - g. Shall indemnify and hold harmless the Corporation, Golden Rain Foundation of Laguna Woods (GRF), their officers, directors, agents and sureties pursuant to Clause 7 herein.
 - h. Shall keep the real property on which the work is to be performed free of all liens or claims pursuant to Clause 11 herein.
 - i. Shall comply with all applicable laws, plans, rules and regulations pursuant to Clause 4 herein.
 - j. Shall promptly commence the work and diligently prosecute the same to completion without unduly inconveniencing the member and neighboring residents and upon completion, file a request for final inspection with the Corporation on a form provided by the Corporation.
4. The member and contractor, shall comply at all times with:
 - a. All federal, state and local laws, ordinances, codes and regulations.
 - b. The plans and specifications or other description(s) of the work submitted to and approved by the Corporation.
 - c. All rules and regulations of the Corporation and all other Corporations owning, controlling or managing real property in Laguna Woods Village, Laguna Woods, California.
5. The member and the contractor, if any, hereby agree that any defects due to faulty materials or workmanship which appear within one year, or such greater period may be guaranteed by the contractor, if any, after final inspection by the Corporation, shall be corrected by and at the expense of the member and/or the contractor, if any, as the Corporation may, in its sole discretion, determine.
6. The member and the contractor, if any: understand that Village Management Services Inc. (VMS) is the managing agent for the Corporation and is authorized act on behalf of the Corporation and to approve any application for mutual consent for manor alteration, if it complies with the requirements established by the Corporation. Notwithstanding any other provision herein, the managing agent is authorized to disapprove any application or revoke any approval after issuance if, in the sole judgment of the managing agent, such disapproval or revocation may be in the best interest of the Corporation.
7. The member and the contractor, if any, agree to indemnify, defend and hold harmless the Corporation, GRF, their officers, directors, agents and sureties from any and all claims, liens, liabilities, costs, expenses, fines, penalties or fees arising out of the work, including attorney's fees and court costs as may be incurred in defending against any such claims, liens, liabilities, costs, expenses, fines, penalties or fees.
8. Approval of this application shall not be deemed to create any right to approval of any other such application on the part of the member.
9. Approval of this application shall not create any right to the approval of any other application involving the same or similar work proposed to be performed by such contractor.
10. Concurrent with this application the member shall pay the current fee pursuant to the schedule of fees as determined by the Corporation from time to time. The Corporation may inspect and inquire into the status the work and may make a final inspection within 30 days after receipt of a written request for final inspection on a form provided by the Corporation from the member or contractor. No inspection by the Corporation shall constitute a waiver of any right of the Corporation or a release of any obligation or duty of the contractor or member hereunder, or warranty that the work has been completed properly or complies with applicable laws, ordinances, codes or regulations.
11. The real property on which the work is performed shall be kept free from liens or claims of mechanics, material men, subcontractors and others connected with the work. The contractor, if any, agrees to waive all rights for liens for any amount claimed to be due to the contractor from the member and agrees to execute release(s) of liens or other documents as requested by the Corporation, converting all work, labor and materials, including equipment and fixtures of all kinds, performed or furnished in connection with the work.
12. The contractor, if any, agrees that the issuance of a mutual consent for manor alteration shall constitute permission to the contractor, his subcontractors, agents and employees to Laguna Woods Village, Laguna Woods, for such purposes and times as are reasonable and necessary for the prompt and efficient performance of the work. Such permission may be revoked by the Corporation at any time, with or without cause, as to the contractor, his subcontractors, agents and employees, or as to any of them.
13. The member hereby agrees to be responsible for the maintenance and repair of all additions or alterations created by the work, except for damage caused by or resulting from the gross negligence or willful misconduct of the Corporation, its officers, directors or agents. Notwithstanding any provision of any agreement between the contractor and the member to the contrary, no more than 90% of the contract price for the work shall be paid by the member until the work has been completed and inspected as provided herein. In the event that legal proceedings are instituted by or against the Corporation in connection with this application or the work, the member and the contractor jointly and severally agree to pay the Corporation all costs and expenses of such proceedings including reasonable attorney's fees. The member and the contractor, if any, understand that VMS is the managing agent for the Corporation and is authorized act on behalf of the Corporation and to approve any application for mutual consent for manor alteration, if it complies with the requirements established by the Corporation. Notwithstanding any other provision herein, the managing agent is authorized to disapprove any application or revoke any approval after issuance if, in the sole judgment of the managing agent, such disapproval or revocation may be in the best interest of the Corporation.

Member Signature: _____ **Date:** _____

Contractor Signature: _____ **Date:** _____



Laguna Woods Village®

Certificate of Insurance Sample

CERTIFICATE OF LIABILITY INSURANCE						DATE (MM/DD/YYYY)																																																																																								
5/25/2023																																																																																														
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>																																																																																														
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<p>Certificate Holder Golden Rain Foundation of Laguna Woods Village Management Services Inc. Third Laguna Hills Mutual United Laguna Woods Mutual P.O. Box 2220 Laguna Hills, CA 92654</p>			<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE Sign here</p>																																																																																											

1 Producer

Your insurance agent; please contact your insurance carrier to have a document produced for you

2 Insured

Your name and address

3 Insurance Carrier

4 Policy Number

5 Effective Dates

6 Liability Insurance Limits

Limits (maximum coverage) purchased for each coverage

General liability:

\$500,000/\$1,000,000

Auto (personal vehicle):

\$250,000/\$500,000

Auto (commercial vehicle):

\$500,000/\$1,000,000

7 Workers' Compensation

Workers' compensation and employment liability:

\$500,000/\$500,000

For exceptions to workers' comp requirements, provide statement of no employees on company letterhead.

8 Certificate Holder

Golden Rain Foundation of Laguna Woods

Village Management Services Inc.

Third Laguna Hills Mutual

United Laguna Woods Mutual

P.O. Box 2220

Laguna Hills, CA 92654

What is a certificate of insurance?

A certificate of insurance (COI) is issued by an insurance company or broker and verifies the existence of an insurance policy.

What is a "certificate holder"?

A certificate holder is someone who takes receipt or evidence of the COI.

The certificate holder is the party to which the COI is provided.

Contact Manor Alterations

8 a.m. to 5 p.m., Monday through Friday • 949-597-4616 • alterations@vmsinc.org
lagunawoodsvillage.com/residents/resident-services#manor-alterations