



BRICKELL FLATIRON

Subcontractor and Repair Services Package

Dear Home Owner and Contractor,

In order to protect the Home Owner and BRICKELL FLATIRON CONDOMINIUM ASSOCIATION, INC. from liability exposure, you must complete the attached package for any repairs or maintenance in your home. This package may also be used in conjunction with the Residents Remodeling Package for all additional subcontractors with a valid remodeling package on file.

Please complete and return the following:

- Application form and hold harmless agreement pg. 2 and 3 of this package
- Certificate of Insurance- Please refer to pg. 5
- Copy of business license or state-issued contractor license
- Security Deposit of \$1,500 (not required if there is an RRP Deposit on File)

If you have any questions, please contact the Management Team at support@brickellflatiron.com

BRICKELL FLATIRON CONDOMINIUM ASSOCIATION, INC.
Subcontractor and Repair Services Package

UNIT OWNER (APPLICANT): _____

UNIT #: _____ MAIN #: _____

OTHER #: _____ EMAIL: _____

IS THERE A RESIDENCE REMODELING PACKAGE ON FILE FOR THIS UNIT? YES NO

Contractor: _____

Supervisor Name: _____

Trade: _____ MAIN #: _____

Cell #: _____ EMAIL: _____

TYPE OF REPAIR/TRADE:

_____	WINDOW CLEANING	_____	PAINTER
_____	FLOOR MAINTENANCE	_____	PLUMBER
_____	HVAC	_____	WINDOW TREATMENTS
_____	ELECTRICAL	_____	OTHER

Authorized Employee Names:

OWNER & CONTRACTOR'S RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This release, indemnification and hold harmless agreement ("Release") is executed this ____ day of _____ 201____ by the undersigned Owner(s) of Unit _____ located in BRICKELL FLATIRON CONDOMINIUM ASSOCIATION, INC.

As a condition of allowing each Home Owner to commence construction work on their unit, the Home Owner shall be responsible for providing the Association with an acknowledgement signed by each of their contractors in the form attached hereto whereby such contractors agree to, as part of their contract with the Home Owners, comply with and be bound by all of the terms and conditions of these Construction and Improvement Guidelines.

I acknowledge receipt of the "Construction and Improvement Guidelines" and understand that I am severally and jointly liable for the expense of damages, repairs, and other related expenses, etc. due to negligence of the agent's employees. I further agree and understand that any violations of the Construction and Improvement Guidelines will result in a fine of \$1,000.00 for any first offense, payable to the Association and increasing the security deposit on file with the Association, as well as banning the contractor from the building for any second offense or severe offense.

On behalf of all Home Owners, the undersigned have executed this release the day and year set forth above.

Signature

Printed Name

Acknowledgement by Contractor:

Company Name: _____

Print Name of Authorized Company Agent: _____

Authorized Company Agent Signature: _____

BRICKELL FLATIRON CONDOMINIUM ASSOCIATION, INC.

CONSTRUCTION AND IMPROVEMENT REGULATIONS

The following information describes and explains the construction and improvement regulations for Home Owners, Designers and/or Contractors working in Units located at BRICKELL FLATIRON CONDOMINIUM ASSOCIATION, INC. These regulations apply to all Home Owners, Lessees, designers, contractors, sub-contractors and their employees. In the event of an omission the Association's documents will prevail.

Prior to commencing any work, we highly recommend that both the Home Owner and Contractor thoroughly read these rules and discuss them with your onsite team members.

CONTRACTOR PREAPPROVAL & INSURANCE REQUIREMENTS

We require that ALL contractors be preapproved by the Management Office. ALL contractors are required to maintain an updated employee list along with all updated licenses and insurance.

All contractors must provide a copy of the following:

- ✓ Any State, County or City required licensing
- ✓ Current Certificate of Insurance (SEE SAMPLE AND NOTES FOR FUTHER EXPLANATION).
- ✓ List of Authorized Employee on company letterhead submitted to support@brickellflatiron.com

CERTIFICATE OF INSURANCE REQUIREMENTS


GENERAL LIABILITY COVERAGE – We require a \$1,000,000 minimum for each occurrence. **An X must also be marked in the Additional Insured and Subrogation Waived columns.**

WORKERS' COMPENSATION COVERAGE – We require Worker's Compensation coverage, even if the company is exempt from obtaining Workers' Compensation coverage by the State. **An X must be marked in the Subrogation Waived column.**

CERTIFICATE HOLDER –

**Brickell Flatiron Condominium Association Inc.
KW Property Management & Consulting
1000 Brickell Plaza
Miami, FL 33130**

KWPRO-1 OP ID: LD



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/24/2015

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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).

PRODUCER BROWN & BROWN OF FLORIDA INC 14900 NW 79th Court Suite#200 Miami Lakes, FL 33016-5869 Fausto Alvarez	CONTACT NAME: Fausto Alvarez PHONE (A/C, No, Ext): 305-364-7800 FAX (A/C, No): 305-714-4401 EMAIL ADDRESS: _____														
INSURED: TEST CUSTOMER	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: *FCCI Insurance Company*</td> <td>10178</td> </tr> <tr> <td>INSURER B: *FCCI Advantage Insurance Co</td> <td>12842</td> </tr> <tr> <td>INSURER C: *National Trust Insurance Co.</td> <td>20141</td> </tr> <tr> <td>INSURER D: *Continental Casualty Co</td> <td>20443</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: *FCCI Insurance Company*	10178	INSURER B: *FCCI Advantage Insurance Co	12842	INSURER C: *National Trust Insurance Co.	20141	INSURER D: *Continental Casualty Co	20443	INSURER E:		INSURER F:	
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COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR	LIR	TYPE OF INSURANCE	INSUR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	CPP00684917	06/17/2014	06/17/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included Emp Ben. \$ 1,000,000 COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000
	A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CA00118267	06/17/2014	06/17/2015	BOODLY INJURY (Per person) \$ BOODLY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			UMB00069317	06/17/2014	06/17/2015	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 DED <input checked="" type="checkbox"/> RETENTION \$ 10,000
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input checked="" type="checkbox"/>	000617	06/17/2014	06/17/2015	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000 00 E.L. DISEASE - EA EMPLOYEE \$ 1,000 00 E.L. DISEASE - POLICY LIMIT \$ 1,000 00
	D	Crime			596356933	08/10/2014	08/10/2015	Limits see notes Ded see notes

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER CANCELLATION

Brickell Flatiron Condominium Association, Inc. KW Property Management and Consulting, LLC 1000 Brickell Plaza Unit #	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Brown and Brown of Florida, Inc.
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CONTRACTOR CHECK IN/OUT PROCEDURES

1. ALL contractors must check-in and out with Receiving daily.
2. A valid US issued ID must be submitted at check-in.
3. ID Badges must be on at all times when working on the property.
4. Any ID badges lost will result in an Administrative Fee of \$50, billed to the General Contractor and or Unit Owner.
5. Any lost Access Devices will result in an Administrative Fee of \$250, billed to the General Contractor and or Unit Owner.

CONTRACTOR DRESS CODE

All contractors are required to wear appropriate work attire while on property. Contractors wearing tank tops, offensive shirts, shorts and or sandals will not be allowed in to work, NO EXCEPTIONS.

STAY IN YOUR DESIGNATED UNIT AND SERVICE AREAS ONLY

Contractors are only allowed to access the property via the Loading Dock, Service Elevators, Corridors, and Stairwells. Workers are prohibited from any areas of the building that are not directly related to their work requirement, this includes the Lobby Levels, Amenities, and any units that you do not have access to work inside of.

NO SMOKING

BRICKELL FLATIRON is proudly SMOKE-FREE. SMOKING is prohibited in all Common Areas.

DELIVERIES AND WORK MATERIALS

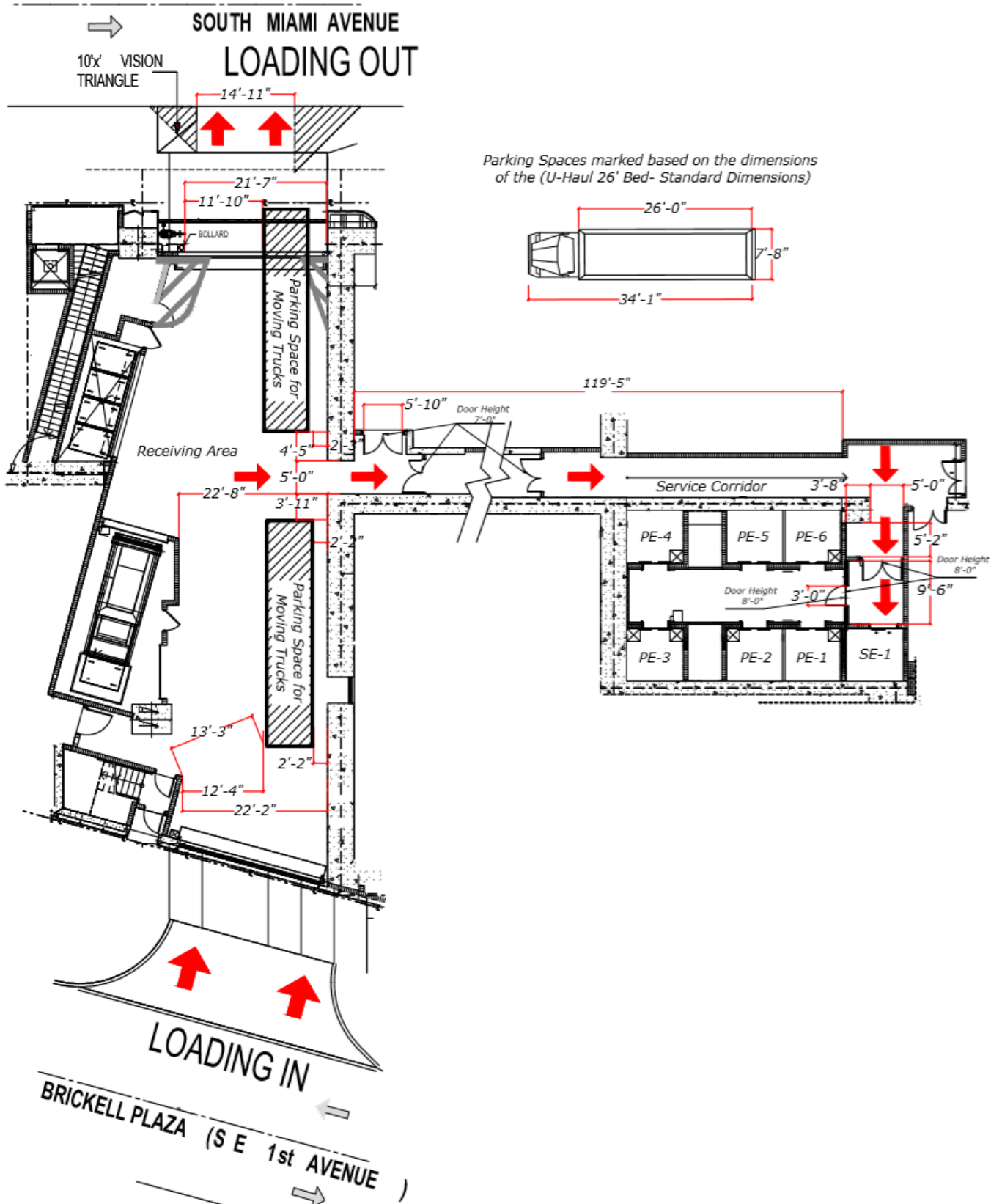
Use of the service elevators must be made in advance; we cannot guarantee unscheduled deliveries. Contractors are to unload tools, materials, and equipment at the Receiving area and should park in the designated area, only. All materials and equipment must be transported to the unit immediately and the vehicle must be removed. There is no parking onsite available for contractors.

SITE ACCESS - PARKING

Commercial vehicles are not allowed to be parked within the parking garage. ALL COMMERCIAL VEHICLES MUST PARK OFF SITE. For loading purposes, all Contractors and Vendors parking must be in the designated areas only. Tractor-trailer type delivery trucks are not permitted on the receiving dock or ground floor entrance level.

BRICKELL FLATIRON

1000 Brickell Plaza, Miami, FL 33130



DELIVERIES AND ACCESS

All deliveries and contractors must access thru the Receiving Dock. If you have a large delivery, please speak to Management for recommendations on how to deliver items.

RESTROOM FACILITIES

Home Owner contractors and/or their employees may only use the restrooms located in the Units. Use of the building's common area restrooms is prohibited.

WATER SHUTDOWNS

The Home Owner and or Contractor must advise the Management office a minimum of one (1) week in advance to schedule any work relating to water shutdowns.

LIENS

The Home Owner hereby agrees to prevent any liens for work done or materials rendered by its contractors to attach to the Home Owner's unit, or any other units at BRICKELL FLATIRON CONDOMINIUM, or to any other part of the Condominium premises. The Home Owner agrees to defend, indemnify and hold the Association and other Condominium Home Owners harmless from any and all liens or claims filed or made by any of its contractors or their subcontractors, vendors or employees on account of any alleged nonpayment for labor, materials or services furnished or performed as part of the contractor's work. If any such lien is filed, the Home Owner shall promptly discharge or remove any such lien or claim by bonding or payment.

PROTECTION OF ASSOCIATION PROPERTY

Contractors are responsible for protecting the walls, ceilings, doors, floors and other Common Areas from damage. Caution must be used in transporting materials and equipment. Any damages to the Common Areas will be charged to the Contractor and/or the Home Owner. Protective coverings MUST be placed in front of each hallway door during all hours that work is being performed in the Unit and removed daily during non-working hours. The contractors or their employees must clean all Common Areas affected by their work at the end of each workday. Damage to any Common Area must be reported immediately to the Association.

CONSTRUCTION SAFETY AND HEALTH PROVISIONS

The Home Owner shall require in their contracts with their contractors' full compliance with the current requirements and regulations of the Occupational Safety and Health Act of 1970 ("OSHA"), Construction Safety Act of 1969 and OSHA Hazard Communication Standard for Construction of 1989, including all amendments thereto and standards and regulations which have been or shall be promulgated by the government authorities which administer such acts ("Governmental Regulations"). Contractors shall require and be directly responsible for compliance with the above Governmental Regulations and below referenced minimum standards by all of its agents, employees, martial men, and subcontractors; and shall directly receive and be responsible for all citations, failure or failure on the part of its agents, employees, subcontractors or vendors.

Contractors shall indemnify, defend and hold harmless the Association and other Condominium Home Owners from any and all fines levied on the Association or such Home Owners for cited acts caused by any contractors, its agents, employees, subcontractors or vendors.

WORK HOURS

Normal work hours shall be from 9:00 a.m. to 4:00 p.m., Monday through Friday. All work personnel must be off the property by 4 p.m. NO WEEKEND, HOLIDAY, OR EVENING WORK IS PERMITTED.

SPECIFIC MINIMUM STANDARDS TO BE FOLLOWED BY ALL CONTRACTORS

Job-site cleanliness and organization is directly related to safety as well as quality. Therefore, contractors shall ensure that all rubbish and debris generated by them is removed from the site at the end of each workday. All cleanup of the work area shall be accomplished on a daily basis prior to leaving the premises, and all materials shall be stored in an orderly and neat manner as directed by the Association. No liquids or mixtures that contain material that may harden and block pipes may be poured in the drain of any Unit or Common area. If after one verbal notification, proper cleanup is not completed to the satisfaction of the Association, the Association may proceed without further notice with the required cleanup and charge all costs to the Home Owner.

Any accident or injury is to be reported by the contractors to the Association immediately. Additionally, any near fall, near miss or any other incident that does not result in injury, but had the potential for serious injury, shall also be reported immediately.

Contractors shall ensure strict adherence to the proper wearing of all required personal protective equipment, which is mandatory with no exceptions. Failure to comply with the requirements will result in the removal of an individual worker from working on the Home Owner's unit upon receipt of one verbal and one written warning from the Association;

Contractors shall ensure the following key areas receive continuous vigilance throughout the period they are on the project.

- ✓ Strict adherence to use the proper personal protective equipment;
- ✓ Contractors shall ensure that no radios or any other types of musical devices are allowed in the building;
- ✓ Construction project cleanliness and orderly storage/staging of materials and equipment;
- ✓ Ladder and stairway safety;
- ✓ Hazard communication;
- ✓ Hand and power tool safety;
- ✓ and Electrical safety

CONTRACTOR, SUB-CONTRACTORS, EMPLOYEE AND VENDOR ACCESS

Access devices may not be issued to any contractor, sub-contractor, employee or vendor. Individual unit security, as well as the security of residents and their guests, is of utmost importance to the Association. All workers are prohibited from any areas of the building that is not directly related to their work requirement. All contractors shall provide the Association with an accurate and up-to-date list of all workers authorized to be in the Unit during the project. No worker will be allowed entry on to the Condominium premises if he or she is not on the access list. Only Home Owners or their designated representatives may modify the access list. Contractors shall be responsible for the security of all tools, materials, vehicles and vehicles contents. Any incident of vandalism or suspected theft shall be reported to the Association immediately.

STORAGE OF MATERIALS

All materials and equipment used for Unit improvements MUST be stored within the unit or within the Home Owners private garages. No items may be stored or left for any amount of time in elevator lobbies, balconies, garage levels, stairwells, etc. No materials may be cut, stored or worked on outside the unit (including on the balcony or in any Common or Limited common element of the Condominium).

Under no circumstances are contractors allowed to use the Receiving Area or Service Corridors for storage. Upon delivery of any kind, it is expected that the contents will be moved into the unit or if applicable, inside the unit owner's private garage. Any items left in the Receiving Area or inside of Service Corridors will be billed a \$100 Storage Fee daily and subject to being discarded. We are not responsible for any items left in Receiving.

PRIVATE GARAGES

Under no circumstances can the private garages be used for ANY WORK or PREP, store tools and materials i.e. cutting tile, wood, or manufacturing and or assembly of any type of equipment. Additionally, the storage of any combustibles is not allowed.

A/C UNITS

In the event air conditioning units are run during modification work, the air filter should be changed regularly. During construction, it is recommended that filters be replaced at least twice a month, depending on the scope being performed within each unit. Once work is completed a duct cleaning should be performed and then filter changes can revert to once a month replacement. Accumulation of debris can damage coils and misuse can jeopardize equipment warranty. Be alert to control your thermostat, setting the temperature at the desired temperature and covering the thermostat to avoid high utility bills.

PLUMBING

Any and all plumbing work shall be performed by a licensed and insured plumber; Relocation/addition of plumbing requiring core drilling is not permitted. Removal and capping off of plumbing fixtures is permissible only if adjacent areas are not affected; Removal and re-set of existing plumbing fixtures (i.e. for flooring installation or replacement of fixture) must be performed by a licensed plumber. Wax rings improperly set will cause leakage to the Unit below and result in unnecessary damages and expense; If any appliance that is connected to a water line or drain is removed during the course of flooring installation or any other type of construction, a licensed plumber must be hired to reconnect and reinstall that appliance; Accessing lower Unit(s) to perform plumbing modification is not permitted.

TRASH CHUTES

THE CONDOMINIUM TRASH CHUTES(S) SHALL NOT BE USED BY THE CONTRACTOR OR ANY HOMEOWNER FOR DISCARDING OF CONSTRUCTION DEBRIS (INCLUDING CARPETING, TILE, WOOD, CEMENT, ETC).

DRAINS AND WASTE

DRAINS ARE NOT TO BE USED TO DISCARD ANY MATERIALS. VIOLATION OF THIS RULE WILL RESULT IN THE HOME OWNER'S CONSTRUCTION PROJECT BEING SHUT DOWN BY THE ASSOCIATION AND FEES ASSOCIATED WITH DISPOSAL OF THE DEBRIS CHARGED TO THE OWNER, ALONG WITH THE COST OF RUNNING CAMERAS TO ENSURE DRAINAGE SYSTEM HAS NOT BEEN COMPROMISED.

FIRE SAFETY SYSTEM

Only those contractors authorized to perform fire sprinkler work may perform the shutdown or the relocation of fire sprinklers. Prior approval must be obtained from the Association and arrangements made through the Management office for the water shutdown scheduling (please see water shut down for additional details). Permits are required for ANY modification to the fire sprinkler system. Please contact the Management office for further details. Home Owner must use contractor of record and be responsible for all costs incurred for such shutdowns and inspections.

Due to warranty, annual testing/certification, and most importantly, life safety reasons, only the contractor of record is allowed to work on the fire alarm and sprinkler system.

Removal of all fire alarm equipment must be completed by the contractor of record:

Advanced Fire & Security
2701 Gateway Drive
Pompano Beach, FL 33069
954-772-1700

Removal of any fire sprinklers must be completed by the contractor of record:

Rodel Fire Protection Systems Inc.
13601 SW 143rd CT
Miami, FL 33186
305-232-3473

If any work requires the Association to place the Alarm System on test for a period of more than 4 hours (or anytime outside of normal business hours), the homeowner will need to pay for FIRE WATCH SERVICES. Fire Watch is to be paid at \$30 per hour.

SMOKE DETECTORS, FIRE SPRINKLER HEADS, AND EMERGENCY SPEAKERS INSIDE UNITS

During the installation of flooring, drywall alterations, and similar work, smoke detectors can be falsely activated and damaged by dust; Special care must be taken to protect these devices during the improvements. **Temporary covers MUST BE USED and promptly removed after work is completed each day and reinstalled the following day. False alarms due to negligence may be subject to fines being levied by the Association, City and the County. Please make every effort to comply by covering sensors during work.**

The emergency auditory speakers are part of the fire safety system and must not be removed for painting or general aesthetic by any contractor. Contact the Management office for information regarding work on this equipment. The fire sprinkler heads may not be painted. Overspray of ceiling covering, or paint may cause damage to the sensor and will necessitate the replacement of sprinkler at Home Owner's expense.

Contractors tampering with the safety systems in the building are subject to back charges for damages and Home Owners will be financially responsible for any necessary repairs. Any and all charges that may be related to this negligence will be handled accordingly by billing the Home Owner for all costs incurred, in addition to the Association's ability to fine the Home Owner. Home Owner must use Base Building Fire Alarm Subcontractor and be responsible for all costs incurred for such shutdowns and inspections.

PROHIBITED WORK

CUTTING MATERIALS IN OR ON ANY LIMITED COMMON ELEMENT IS PROHIBITED. This includes cutting of moldings, carpeting, tile, wood, etc. in parking spaces, Common area halls or on balconies. The Home Owner shall ensure that no work will be performed by any of their contractors that will modify any building system or change any building fire rating or otherwise violate any of the restrictions or regulations contained in these Construction and Improvement Guidelines. The Home Owner shall be fully responsible to the Association for any and all violations of these Construction and Improvement Guidelines. The Association shall be notified in advance of any planned modifications of life safety systems and the mechanical/electrical systems in the Unit. Should any unplanned requirement for a system modification arise during the alteration process, the Association shall be notified prior to making the modification.

SAFETY

All contractors shall take all reasonable precautions for the safety of the employees, residents, owners and any other persons who may be affected by the work and shall provide all reasonable protection to prevent damage, injury or loss to all employees performing any of the customization work and all other persons who may be affected. Contractor shall exercise the utmost care in the usage or storage of flammable or other hazardous materials or equipment used in the performance of work.

THIS IS A POST TENSION BUILDING

Due to the presence of post-tension cables within the floor and ceiling concrete slabs, the concrete shall in no manner be disturbed including installation of small anchors. Any work requiring slab penetration must be preapproved by Management.