

# QUEEN'S OAKS HOA

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## Rules and Regulations

September 2014



# Queen's Oaks Homeowners Association

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## RULES AND REGULATIONS

The following Rules and Regulations are provided to ensure security and safety for all owners/residents and to delineate responsibilities for owners/residents and the Queen's Oaks Homeowners Association.

### I. INTERIOR MAINTENANCE

1. The unit is your home; therefore, all repairs, maintenance and upkeep are your responsibility. You should call your own service or repair personnel. If you need a referral, ask our Property Manager or other residents for recommendations.
2. All window treatment needs to be white or off white, or lined with those colors to insure continuity of the exterior appearance of the building. These colors should also be used for blinds or shutters.
3. Cleaning of the balconies, sliding glass doors and stationary panels are the responsibility of the unit owner/resident.
4. Maintenance and repair of the unit's door, locks, windows and latches are the responsibility of the unit owner. However, the Association is responsible for the re-staining of the hall side of the unit entrance door and the cleaning of the outside of the windows. If any window in a unit is replaced it must have the same tint color as all other windows in the building.
5. The unit owner is responsible for and pays for any damage resulting from the stoppage in the plumbing pipes if it is a result of misuse or neglect. Reimbursement to the Association is due for the expense incurred for repair or replacement of equipment.
6. The unit owner is responsible for the maintenance and service of the air conditioning/heating system (i.e., air handler motor, drip pan, pipes, coils, elements, etc.) in the unit.
7. Each unit has one or two water cut-off valves, generally located above the kitchen or bathroom ceiling. ***The Property Manager must be present at any time this valve is opened or closed by the homeowner or service personnel, except in an emergency when the Property Manager is not available. The Property Manager or a Board member must be informed at once if either cut-off valve is leaking.*** Any damage resulting from failure to take such action is the owner's responsibility.

## II. EXTERIOR ALTERATIONS

1. Enclosing the balconies with glass or screen, or attaching awnings or anything that will adversely affect the exterior appearance of the building is prohibited. Any attachments, alterations, or modifications to any of the common areas, whether inside or outside the building, must have the permission of the Board of Directors.
2. No radio aerial, television antenna, or other electronic installation shall be installed on the exterior of the building without prior consent of the Board.
3. No unit owners/residents, their employees, agents, or guests shall mark, paint, drill, or in any way deface any exterior walls, pool equipment, shrubbery, or grounds.
4. The use of indoor/outdoor carpeting on balconies is prohibited; it damages the concrete floor and metal railing. Carpeting on balconies as of May 4, 2005, may remain but may not be replaced. ***Please contact Property Manager before tiling your balcony floor.*** Unit owners are encouraged to use tile, paint, or similar materials on their balcony floors.

## III. COMMON AREAS

1. Trash chutes are located in the north stairwell on each floor. To minimize the noise for the owners living beside the chute area, ***use the chutes only between 8:00am - 8:00pm.*** Large bundles should be deposited in the dumpster in the trash room in the garage to avoid stopping up a chute. All trash should be placed in tied plastic bags. Recyclables should be placed in the recycle containers in the garage. A list of appropriate items is posted.
2. Grocery carts, luggage carriers, furniture, packages, or articles of any kind are not allowed to remain in corridors or parking spaces except for short periods (e.g., moving in or out, cleaning or rearranging). Queen's Oaks grocery carts and luggage carriers are to be returned to garage area in a timely manner.
3. The sidewalks, entrances, halls passages, elevators and stairways must not be obstructed by owners/residents or used for any purpose other an ingress and egress. In order to maintain safe and unobstructed entry to all units in case of fire or other emergency, the use of furniture (e.g., umbrella stands, planters, tables) outside individual unit doors are not allowed, except in cases in which the resident gains permission for health or mobility reasons. In addition, door decorations are allowed for seasonal holiday periods (e.g., Christmas, 4<sup>th</sup> of July, etc.) only.
4. The south elevator (closest to Croydon Rd), designated as the freight elevator, is the only one to be used by delivery/work persons with equipment. The Property Manager must be notified ***in advance of moving or contracting and service work*** so that protective padding and floor covering can be installed in the freight elevator. Work must be scheduled for weekdays only, 8:00am - 4:00pm. The unit owner/resident is responsible for promptly removing boxed packing materials, trash, appliances, construction debris, etc. The Property Manager can advise on these matters.

5. All furniture and/or supplies used by workers must be brought through the garage entrance door (Croydon side) and never through the front lobby.

#### IV. SECURITY

1. Exterior doors must be locked at all times. Owners/residents have a key that opens every exterior door. Visitors will have access through the front doors only after having been recognized by the owner/resident or Property Manager, either personally or by the intercommunication system. ***Owners may create a code for opening the front door but should not give this code to guests or others.***
2. Unit owners/residents should not admit anyone to the building who is not recognized personally or is a scheduled vendor or delivery person.
3. Each owner/resident should receive two (2) numbered keys to the exterior doors. If a key is lost, it should be reported to the Secretary of the Board providing details of the loss. Replacement keys must be purchased from the Secretary. These keys cannot be duplicated. ***Everyone's safety depends on the control of the keys and the locking of outside entrances.*** Owners/residents will also receive a mailbox key and key(s) to their unit from the seller.
4. Each unit owner/resident will receive one (1) remote electronic garage door opener from the current or previous owner. The opener is meant to open the ***entrance*** door to the garage. You do not need to use the hand-held remote garage opener to exit (Westfield side). The exit door opens automatically when your call pulls close to the exit door.

Any additional garage door openers can be ordered and purchased through the Property Manager. Most cars can be programmed for entrance to the garage. The Property Manager can help you program your car.

***Please see Appendix A for garage door operation instructions.***

5. The garage doors should not be used for pedestrian exit and entrance to the garage.
6. During the time movers are unloading at the Croydon entrance, the exit door (Westfield) will be used for entering and exiting. Please use extreme care in this situation. Please be alert to those entering the building through those entrances. If anyone is observed entering the garage and you cannot identify the person, report to Property Manager or a Board member.
7. A key to each unit's entrance lock(s) is required to be kept in a locked box in the Association's office for emergency purposes. Should a unit's entrance key be changed, a replacement must be provided to the Association's office. If a homeowner needs access to their own unit, the Property Manager or a Board member can assist by using the unit's extra key in the Association's office.
8. The entrance door to each unit must be closed when not in use.

## V. SAFETY

1. As you load and unload your car in the garage, turn off the ignition to avoid excessive carbon monoxide. There are large operational fans in the garage, but we should not add carbon monoxide in that air space.
2. Each unit must have a working smoke detector, required by law. A working carbon monoxide detector is recommended by the Fire Department.
3. The use of charcoal, gas or any kind of grill (other than electric) on the balcony is prohibited.

## VI. VEHICLE REGULATIONS

1. The parking of boats, trailers, and other recreational vehicles is prohibited except for temporary parking specifically authorized by the Board.
2. No car, moving van or delivery truck shall be parked, driven across, or driven onto the lawn or walkways. Any damage resulting from the violation of this regulation shall be at the direct expense of the unit owner/resident operating or being served by such vehicles.
3. The portico at the front entrance is for loading and unloading passengers only. Vehicles must not be left unattended on either side under the portico near the entrance for any reason. This area must remain open for emergency vehicles. It is a fire lane. Unattended vehicles must not be left in the garage except in the owner's parking space, in order to avoid blocking other vehicles.
4. It is advisable to lock your car whenever/wherever it is parked.

## VII. SMOKING

1. Smoking is permitted only in one's unit and on one's balcony. It is not permitted in any of the common areas of the building/property. Workers may smoke in the Croydon side of the parking lot where their trucks are parked.

## VIII. OAK ROOM RULES

1. The Oak Room has a fully equipped kitchen for use by owners/residents and their guests. The room is usually arranged for cards and conversational groups. After an event it should be returned to this same order.
2. Unit owners/residents may reserve the room by placing their names on a calendar located in the drawer of the chest near the kitchen. Reservations can be made at any time for meetings and private parties at no charge.
3. The owner/resident or a relative of the owner/resident must be present during the reserved period. The owner/resident is responsible for the proper conduct of their

guests and assumes the cost of any replacements or damaged property.

4. The Oak Room may be reserved for holidays but may not be reserved for the same holiday on consecutive years by the same owner/resident, unless 60 days prior to the holiday no one else has reserved the room.
5. No commercial or political use may be made of the Oak Room.

#### IX. PETS

1. No pets are allowed in Queen's Oaks.

#### X. DISTURBING NOISES AND NUISANCES

1. Owners/residents should not create disturbing noises in the building. This applies to owner/resident, owner's/resident's family, guests, workers, or employees. Do not permit anything that will interfere with the rights, comfort, and convenience of other owners/residents. The volume of TV and other entertainment equipment must be kept at a level that does not disturb others.
2. No motorcycles, or other such types of motorized sports vehicles that generate excessive noise, are permitted.

#### XI. MONTHLY DUES

1. Homeowner Association dues are due the first day of each month. (see section XIV for Delinquency policy)



## XII. QUEEN'S OAKS SWIMMING POOL & GRILL RULES

These rules have two purposes: (1) promote safety; (2) set a code of conduct that will lead to the most enjoyment for all who use the pool. Our pool is for owners, residents and occasional guests. In general, please be in attendance with your pool guests.

1. Pool hours are from 8:00 AM until dusk.
2. Glass containers, rafts, diving, "cannon balling", running, pushing, wrestling, dunking or other rough horseplay are strictly prohibited.
3. Children aged 16 and under must be accompanied by an adult who is capable of rescuing the child(ren) in case of an emergency.
4. Be certain that the gate lock is securely closed and rolled off the opening code numbers when the last person leaves the pool.
5. Please close the umbrellas at the tables when you leave the pool area.
6. Use body sunscreen sparingly. Overuse can cause filter clogging.
7. Diaper age children must wear special waterproof swim diapers.
8. The pool and the grill area may not be reserved. To avoid conflicts, if an owner/resident is having more than six guests in either place, this should be noted on the Oak Room reservation calendar. A note of "Pool Party" or "Cookout Group" with the time and owner's/resident's name can be written on the calendar date.
9. The grill is for use by residents of Queen's Oaks.

Thoroughly clean grill when you are finished, using the utensils provided. The lid to the infrared part is not to be closed when it is still hot, but it **MUST** be closed afterwards to prevent water from getting in. If you cannot return to close it after your meal, then do not use this feature at all. If you use the side serving trays, please clean them. It is a good idea to bring paper towels with you.

Covering the grill is important to its upkeep. However, do not cover it if the lid is hot to the touch. If you intend to use the grill you assume the responsibility of returning to cover it the next morning.

10. Any person under the influence of intoxicants will be denied entrance to the pool.

**IF YOU NOTICE TRESPASSERS AT THE POOL, PLEASE CALL 911 FOR POLICE.**

### XIII. HOA DUES - DELINQUENCY POLICY

This policy has been written with the guidelines of the Declaration of Condominium for Queen's Oaks Subdivision applicable to the Queen's Oaks Homeowners Association and the laws of the State of North Carolina. This policy will be enforced to ensure the financial security of the Association while simultaneously ensuring the value, desirability and integrity of the Queen's Oaks community. This delinquency policy became enforced effective November 1, 2011 and applies to monthly dues billed for the year 2011 and thereafter.

#### 1. DUE DATE

Homeowner's monthly dues payments are due on the first of every month. Payments\* made must be made within fifteen (15) days of the due date in order to avoid incurring any late fees or penalties.

#### 2. LATE PAYMENTS

A reminder notice will be sent to the owner if the payment is not received fifteen (15) days from the due date. If payment of the monthly dues is not received within fifteen (15) days from the initial due date, said assessment/dues will incur a late charge as determined by the Board of Directors of **\$20.00** per month.

If payment of the monthly dues and late fees have not been made or received within sixty (60) days of the due date, the owner will be mailed a **15-day** demand letter required by statute. The notice will set out the balance due as of the date of the notice and will state that the owner has fifteen (15) days from the mailing of the notice to pay the outstanding balance without incurring attorney's fees and court costs. If full payment is not received within fifteen (15) days of the mailing of that letter, the account will be turned over to the association's attorney for collection.

#### 3. COSTS OF LEGAL ACTION

If it is necessary to initiate legal action, including but not limited to liens, foreclosure proceeding and lawsuits in order to collect overdue monthly dues, the home owner will be responsible for all overdue assessments, late fees, costs of collection, administrative fees, reasonable for all overdue and court costs as provided by the Declaration of Condominium for Queen's Oaks and the North Carolina Planned Community Act.

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(The Board of Directors for the Queen's Oaks Homeowners Association will determine the appropriate action to be taken in any situation not expressly covered by this delinquency policy.)

\*A returned check reimbursement charge of \$25.00 or the maximum allowed by North Carolina State Law will be issued to any account whose checks on which payment has been refused by the payer bank because of insufficient funds or because the drawer will not have an account at that bank.)

#### XIV. COVENANT RULES and REGULATIONS VIOLATION POLICY

The following is the Queen's Oaks Homeowners' Association Rules and Regulations Violation Policy. This policy has been written within the guidelines of the Declaration of Condominium for Queen's Oaks ("Declaration"), by the Bylaws of the Queen's Oaks Homeowners' Association and the laws in the State of North Carolina. This policy is used for the enforcement of the Declaration for the purpose of protecting the integrity, value and desirability of the units, owners and any and all parties having the right, title or interest in such units in the condominium of Queen's Oaks. This Violation Policy is enforced effective November 1, 2011.

Any party having any right, title or interest in the condominium of Queen's Oaks (hereafter "Owner") is required by the laws of the State of North Carolina to abide by the Declaration registered in the State of North Carolina, County of Mecklenburg. If at any time any of the aforesaid parties is in violation of the Declaration, the following procedures will go into effect:

STEP 1- The owner in violation will receive written notice of the violation with a specified period of time to comply. The notice will include the nature of the alleged violation and the proposed sanction to be imposed. If the Owner is unable or unwilling to cure the violation within the specified time period, he/she is required to respond in writing within that specified time period to the Board of Directors to either work out a resolution or request a hearing. If the Board of Directors does not receive a response from the owner, or is unable to reach a mutually agreeable resolution within the specified period of time, Step 2 will go into effect.

STEP 2 — A hearing will be held in front of the Board of Directors or an adjudicatory panel appointed by the Board. If the Board appoints a panel, the members of this panel may *not* be officers or directors of the Association. The Board/adjudicatory panel will determine if the Owner is in violation of the Declaration. If it is found that the Owner is in violation of the Declaration, then the Board/adjudicatory panel will determine if the Owner should be fined or if the planned community privileges or services should be suspended pursuant to the powers granted to the Association in G.S. 47C-3-107.1. The Owner charged shall be given written notice of the charge and the hearing date and time and the notice shall be mailed at least fifteen (15) days prior to the hearing. At that hearing, the Owner will be given the opportunity to be heard and present evidence. Written notice of the final decision of the panel will be mailed to the Owner. A grace period may or may not be given before the actual imposition of the fine and or suspension to give the Owner the opportunity to cure the violation. If it is decided that a fine should be imposed, a reasonable fine, up to \$100.00 (or \$100.00 per day for continuing violation) may be imposed without further hearing. If it is decided a suspension of community privileges or services should be imposed, it may take place without further hearing until the violation or delinquency is cured. Such fines shall be assessments secured by the liens under G.S.47C-3-116.

STEP 3 — If the Owner is still in violation after Steps 1 and 2 and no resolutions

have been made between the Owner and the Board of Directors of the Association, the matter will be turned over to an attorney to resolve or commence lien and foreclosure proceedings, and/or a possible action seeking injunctive relief. While Step 3 takes place, the Owner will continue to be charged the daily fines imposed from Step 2.

#### XV. CHANGES IN RULES AND REGULATIONS

The Board of Directors may alter, amend, revoke, or add to the Rules and Regulations for the preservation and protection of the property, the care and cleanliness of the building and facilities, the safety of residents and visitors, and for the reputation of the Association and the maintaining of order. When any such actions are taken, written notice will be given to each owner/resident and will carry the same force and effect as if originally made a part of the Rules and Regulations.

## APPENDIX A: GARAGE DOORS OPERATION

### Garage Entrance Door

Do not press your garage remote until close enough to the closed garage entrance door to immediately pass through once the door is fully open.

NOTE: If the garage entrance door is already open, it is in the open timing cycle from the previous vehicle. Do not pass through the door if it is open and the cone is not in place. Please wait for the door to close completely before you press your garage remote.

If there is an orange cone at the bottom of the ramp on the left side of the doorway, the door has been opened for workers.

### Garage Exit Door

Pull within (6) six to (8) eight feet of the garage exit door

There is a buried sensor in the concrete floor that will detect your vehicle and open the door automatically.

Once the garage exit door is fully open - drive out of the garage.

- If your vehicle stalls halfway in/out, the door will remain open indefinitely so there is no fear of the door hitting your vehicle.
- If you are following a car out of the garage *it is advisable to wait for the door to go through its cycle and close; then you can pull within range to activate the sensor.*

**NOTE:** *Please do not use your garage remote to open exit door.* Pressing the remote will also open the entrance door causing excessive usage and a potential security breach.

## APPENDIX B: FORMS TO BE FILLED OUT BEFORE WORK BEGINS IN A UNIT

The following pages contain forms which are required to be completed and returned to the HOA office prior to commencing work (e.g., renovations, remodeling) in any unit. These are examples which you may photocopy, or there are individual copies of each in the office for your use:

- Workers Scheduled
- Proof of Insurance
- Worker Guidelines

**Queen's Oaks Condominium  
Workers Scheduled**

UNIT # \_\_\_\_\_

In accordance with Queen's Oaks Rules and Regulations, I have scheduled workers to be in my unit on

DAY(S): \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIME(S): \_\_\_\_\_

For the following purpose

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The workers have a copy of Queen's Oaks Workers' Guidelines.

I understand that I am responsible for supervision of the workers.

If I am not present the Property Manager is \_\_\_\_ / is not \_\_\_\_ authorized to let workers into my unit.

\_\_\_\_\_  
UNIT OWNER

\_\_\_\_\_  
DATE

## PROOF OF INSURANCE

CERTIFICATES OF INSURANCE MUST BE FILED WITH THE ASSOCIATION BEFORE WORK BEGINS.

CONTRACTOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NC LICENSE NO.: \_\_\_\_\_

PROJECT: (UNIT NUMBER) \_\_\_\_\_

The above referenced contractor ("CONTRACTOR") hereby represents that it has purchased and maintains in a company or companies lawfully authorized to do business in North Carolina such insurance as will protect Queen's Oaks HOA from claims which may arise out of or result from the Contractor's operations and completed operations in connection with the above-referenced Project, whether such operations be by the Contractor or by a subcontractor, supplier, laborer, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

Contractor attaches hereto the following certificates of insurance and authorizes Queen's Oaks Homeowners Association, Inc., and its agents (the "Association") to contract the appropriate agents, insurers, and sureties to verify coverage:

1. Worker's compensation
2. Disability benefit
3. Commercial General Liability ("CGL") in an amount in excess of \$1,000,000.00 per claim or occurrence

Contractor acknowledges and agrees that Contractor will perform its services as an independent contractor and not as an employee of the Association. To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the Association from and against any and all claims, damages, losses and expenses of any kind whatsoever, including but not limited to attorney's fees and costs, arising out of or resulting from the above-described construction, maintenance, repair, or other services. Contractor further acknowledges and agrees that the Association's worker's compensation insurance does not cover any injury suffered by Contractor, by Contractor's employees or agents, or by the employees or agents of Contractor's own subcontractors or suppliers or laborers.

\_\_\_\_\_ as \_\_\_\_\_ of Contractor,

\_\_\_\_\_, do hereby declare under penalty of perjury that the foregoing is true and correct.

\_\_\_\_\_  
(Signature)

Executed on \_\_\_\_\_  
(Date)



## WORKER GUIDELINES

### Hours

Work must be done between the hours of 8 AM and 4:00 PM, Monday through Friday. No work or deliveries may be done on holidays or weekends.

### No smoking policy

Smoking is not permitted in or around the building or garage. The only place smoking is allowed is in the staging area of the contractor parking lot. All cigarette butts and debris must be policed by work personnel.

### Parking

All workers and work vehicles must park in the southwest parking lot, entering on Croydon Rd. and parking in the back section. No parking in any Fire Lane

### Property Manager (Don Phillips 704-890-1731)

It is essential to work closely with the Property Manager on the following:

Placement of trailers, containers, materials, etc.

Protection of outdoor surfaces

Entrance to the building

Keyed access

Use of elevators

Protection of hallways

Transporting equipment

- **Placement of trailers, containers, materials, etc.** Property Manager will be on hand to advise.
- **Protection of outdoor surfaces:** Plywood must be laid down when dumpsters, pods, etc. are delivered and removed, and any damage to the pavement will be repaired at the expense of the contractor and/or the unit owner.
- **Entrance to the building:** All contractors and work personnel may enter the building *only* through the south garage entrance door, nearest Croydon Rd. At no time shall the front entrance lobby be used by contractors or delivery persons. *Only passenger vehicles may enter the garage.* The repair of any damage to the structure or overhead door will be the responsibility of the unit owner and the contractor. This entrance shall be kept closed at all times when not in use for security purposes.
- **Keyed access:** Access fobs will be provided by residents, who can borrow additional fobs from the Property Manager, who will sign them out to residents. Locked out? Locate the Property Manager for entrance. The Property Manager is not on the premises from 12:30-1:30 PM. If he is unavailable call the resident from the front lobby phone, using the directory number for the unit.

- **Use of elevators:** Only the south (Croydon Rd. side) elevator may be used for construction material and personnel, and wall pads and floor protection must be placed in elevators before any materials and equipment are transported. Wall padding and floor protection must be coordinated a minimum of 24 hours in advance, preferably 48 hours in advance. The Property Manager will supervise the installation and removal of the padding by the contractor or work personnel. If tall material must be transported, the Property Manager will coordinate the removal of the ceiling panels. ***Under no circumstances shall work personnel remove the ceiling panels.***
  
- **Elevator key:** An elevator lock key may be used in some circumstances. . Once unloaded the elevator must be released for resident use. ***Under no circumstances may workers use props or devices to keep the elevator doors open.*** This is prohibited as it damages the workings of the elevator.
  
- **Protection of hallways:** Work personnel must coordinate with the Property Manager regarding methods, means and material to use for protection of existing floors. In some cases temporary floor protection must be removed at the end of each workday and carpet vacuumed if necessary. ***Under no circumstances may any materials be stored in hallways, even temporarily.***
  
- **Transporting equipment:** Work personnel are expected to use their own hand trucks and equipment to move materials in and out of the building. There are several full size grocery carts located near the garage doors that may be used. ***Under no circumstances are work personnel allowed to use the 2 stainless steel bellman carts or the small size grocery carts that are located adjacent to the elevator doors.***

The resident, contractor and work personnel shall indemnify, and hold harmless The Queen’s Oaks Condominium Association and its officers, directors, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from any accident, negligence or misconduct of Contractor or contractor’s subcontractors and work personnel in connection with performance of the work described in this Agreement.

Owner/Resident signature \_\_\_\_\_ Unit # \_\_\_\_\_

Contractor, work personnel, or responsible party signature \_\_\_\_\_

Company Name \_\_\_\_\_ Date \_\_\_\_\_

Approximate Arrival \_\_\_\_\_ Departure \_\_\_\_\_

Contractor’s Insurance Carrier \_\_\_\_\_ Policy Number \_\_\_\_\_