

INDEMNITY AGREEMENT

The undersigned , _____ the owner of Unit _____ [hereinafter referred to as "**the Indemnitor**"], hereby agrees to indemnify **Harbour Woods Association, Inc.** [hereinafter referred to as "**the Indemnitee**"], including its agents and employees, from and against any and all claims, damages, losses, and expenses (including without limitation reasonable attorney's fees, statutory or otherwise) sustained or incurred for injury to any person or property in, about, and in connection with the function held at **Indemnitee's clubhouse**, whether such injury occurs on or off of the property owned by **Indemnitee** from any cause whatsoever, unless such injury shall be caused by the **Indemnitee's** own negligence, willful misconduct.

The indemnity set forth above includes without limitation, the obligation to defend any action, arbitration, judicial proceeding, or any adversarial or enforcement proceeding brought by anyone alleging a claim falling within the coverage of the indemnity and also includes all legal fees and expenses incurred in any such defense.

Dated: _____

Print Name: _____

Signature: _____

HARBOUR WOODS CLUBHOUSE RESERVATION FORM

UNIT OWNER(S)/RENTER(S) NAME: _____

ADDRESS: _____

TELEPHONE: _____

DATE: _____ TYPE OF FUNCTION: _____

HOURS: FROM: _____ TO: _____

Send form and \$100 check made payable to Harbour Woods Association to:

Dan Russell
68 Harbour View Place
Stratford, CT 06615
203-455-4394

CONDITIONS REGARDING USE:

1. Unit owner/renter accepts full responsibility for the actions of any and all individuals consuming alcohol at his/her function. The unit owner/renter agrees to hold the Association harmless for any liability which may arise as the result of any action taken by the unit owner/renter or the unit owner's/renter's guests.
2. Your reservation is confirmed when a check for \$100, this completed form and the completed Indemnity Agreement, all signed and dated, is returned to Dan Russell. Dan will contact you if there are any scheduling conflicts. Any questions regarding your reservation should be directed to Dan at 203-455-4394.
3. The unit owner/renter agrees not to remove any equipment, furniture, utensils, and/or appliances from the premises. Any and all costs associated with the replacement of any such item(s) will be billed to the unit owner/renter.
4. The unit owner/renter agrees to clean the Clubhouse after use, and return it to the condition in which it was found. Any and all costs associated with the expense of cleaning, repairing

or replacing damage to the Clubhouse, associated with the rental, will be billed to the unit owner/renter.

5. Participation by the unit owner/renter during the entire function is required.

6. When the Clubhouse is used for a group function, the pool area will not be used under any circumstances.

7. Music and/or entertainment must be contained within the Clubhouse.

8. The unit owner/renter agrees to abide by all of the Association's Rules and Regulations and will advise guests of all parking regulations.

REQUIRED CLEAN-UP:

Main Hall:

- Put away extra furniture
- Clean tables
- Vacuum Rug
- Clean Floor

Kitchen:

- Remove all food
- Empty refrigerator
- Empty dishwasher
- Put away dishes
- Clean stove and wash broiler pan
- Remove all trash
- Clean counters and floor

General:

- Clean restrooms
- Close all windows
- Adjust heat to 50 degrees or air conditioning to 80 degrees, as appropriate
- Turn off all lights
- Lock all doors
- Dispose of trash at the marina garbage area or at the owner's/renter's unit

UNIT OWNER/RENTER: _____ **DATE:** _____

SIGNATURE: _____