

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT  
FOR RENTAL OF HOMEOWNER(S)' PROPERTY**

This Agreement, dated \_\_\_\_\_, between Taconic Shores Property Owners Association, Inc. (TSPOA), and:

Homeowner(s): \_\_\_\_\_

Property Address: \_\_\_\_\_

Term of Rental: Short Term (< 1 month) \_\_\_\_\_ Long Term (Yearly Lease or Month to Month) \_\_\_\_\_

WHEREAS Homeowner(s) wish to rent the above-stated property to Tenant(s) for the above-stated term;

WHEREAS TSPOA's Rules and Regulations and other governing documents permit TSPOA to regulate such rentals and to impose conditions on such rentals;

NOW, THEREFORE, in consideration of an annual administrative fee of \$\_\_\_\_\_ to be paid by the Homeowner(s) by \_\_\_\_/\_\_\_\_/\_\_\_\_, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereto agree as follows:

1. Homeowner(s) shall be permitted to rent the Property to Tenant(s) for the above-stated term.
2. Homeowner(s) and Tenant(s) hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless TSPOA from any and all liability, claims, demands, or causes of action, including but not limited to attorneys' fees, judgments, or settlements, arising out of claims, suits, or causes of action for damage or injury to persons or property which are in any way related to Tenant(s)' rental of the Property (including Tenant(s)' use of any TSPOA common areas) other than TSPOA's gross negligence or willful misconduct and that of TSPOA's directors, officers, employees, and contractors. This indemnification of TSPOA by Homeowner(s) and Tenant(s) shall extend to all liability, claims, demands, or causes of action, including but not limited to attorneys' fees, judgments, or settlements, arising out of claims, suits, or causes

of action for damage or injury to persons or property asserted or brought by any guest of Homeowner(s) and/or Tenant(s) at the Property or on TSPOA common areas.

3. In the event that TSPOA or anyone acting on its behalf incurs any attorney's fees or costs to enforce this Agreement, Homeowner(s) and Tenant(s) jointly and severally agree to indemnify and hold harmless TSPOA and any persons acting on its behalf for such fees and costs.
4. In the event that any legal claim is made against Homeowner(s), Tenant(s), and/or TSPOA by Tenant(s) or any guests of Tenant(s) arising out of the rental of the Property or use of any TSPOA common areas, Homeowner(s) hereby agree to promptly notify their insurance carrier or carriers of such legal claim and Homeowner(s) shall make a claim against any applicable insurance policy they hold for the loss alleged in the legal claim.

TACONIC SHORES PROPERTY  
OWNERS ASSOCIATION, INC.

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By:

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Homeowner  
Print name:

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Homeowner  
Signature

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date

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Homeowner  
Print name:

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Homeowner  
Signature

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date