

**NORTH TEXAS AIRSTREAM COMMUNITY**

**BUILDING APPLICATION**

1. As a Member of the North Texas Airstream Community, Inc. (NTAC) having work performed by the contractor below for the new construction/addition, alterations, or improvements on or to Lot \_\_\_\_\_ represented by my NTAC Share, I hereby agree to release, indemnify, and hold NTAC, and its officers, directors, shareholders, committee members, employees, agents, and other representatives, harmless from any liability, obligations, claims, costs, or expenses (including, without limitation, reasonable attorney's fees and expenses) related to or arising out of such construction or any other related cause. (INITIALS \_\_\_\_\_)
2. I further understand that I am personally responsible for the contracted work and I agree to pay for all labor and materials, and all other costs or expenses related to or arising out of such construction. (INITIALS \_\_\_\_\_)
3. I acknowledge that I do not own the Lot on which the improvements are being constructed; that NTAC owns the Lot; and that I only have certain rights to use the Lot in connection with, conditioned on, and only to the extent of, my membership in NTAC, and subject to the Bylaws, Rules and Regulations, and other governing documents of the association. In the event that my Share or membership is terminated, cancelled, or forfeited, reverts, or I am expelled from the association pursuant to the Bylaws, Rules and Regulations, or other governing documents of the association, all of my right, title, or interest in and to such improvements may terminate. In that event, I will have no right to remove or retain such improvements, and such improvements will be owned and retained by NTAC, as the owner of the Lot. (INITIALS \_\_\_\_\_)
4. I shall be responsible for complying with the NTAC Building Specifications (NTAC Rules and Regulations, Appendix A) and I understand that the work is subject to inspection by the City of Hillsboro and NTAC's Building Committee. I have read and will comply with the Appendix A-NTAC RULES/REGS, Article 3, and Section 3.06. (INITIALS \_\_\_\_\_)
5. I am currently an NTAC Member in Good Standing having updated and have a current Validation of my Membership by the Membership Committee on \_\_\_\_\_(Date). A copy is attached. (YES/NO) (INITIALS \_\_\_\_\_)
6. Necessary drawings/sketches, plans, and related details are attached to adequately depict and describe the construction project. (YES/NO/NA) (INITIALS \_\_\_\_\_)
7. Certificates of Liability Insurance from the contractor, in commercially reasonable amounts approved by NTAC, naming NTAC as an additional insured and waiving subrogation are attached hereto.  
(INITIALS \_\_\_\_\_)
8. No work will begin prior to satisfying all NTAC Building Committee requirements and approval by their signature. (INITIALS \_\_\_\_\_)

Member: \_\_\_\_\_ (Printed Name)

Signature: \_\_\_\_\_ (Member's Signature)

Date: \_\_\_\_\_ Contact Phone: \_\_\_\_\_

**NORTH TEXAS AIRSTREAM COMMUNITY**  
**CONTRACTOR'S ACKNOWLEDGEMENT**  
**(Required for each independent contractor)**

1. As the Contractor for the new construction/addition or alteration of a structure or improvements on or to Lot \_\_\_\_\_ in the North Texas Airstream Community for an NTAC Member, I/we hereby agree to release, indemnify, and hold North Texas Airstream Community, Inc. (NTAC), and its officers, directors, shareholders, committee members, employees, agents, and other representatives, harmless from any liability, obligations, claims, costs, or expenses (including, without limitation, reasonable attorney's fees and expenses) related to or arising out of the construction I will be performing, WHETHER OR NOT CAUSED OR ALLEGED TO BE CAUSED, IN WHOLE OR PART, BY THE NEGLIGENCE OF ANY ONE OR MORE OF THE RELEASED PARTIES. NOTHING HEREIN SHALL BE CONSTRUED TO REQUIRE THE CONTRACTOR TO INDEMNIFY AN INDEMNITEE FOR AN INDEMNIFIED CLAIM CAUSED BY OR RESULTING SOLELY FROM AN INDEMNITEE'S OWN NEGLIGENCE UNLESS OTHERWISE PERMITTED BY APPLICABLE PROVISIONS OF CHAPTER 151 OF THE TEXAS INSURANCE CODE. IT IS AGREED THAT WITH RESPECT TO ANY LEGAL LIMITATIONS NOW OR HEREAFTER IN EFFECT AND AFFECTING THE VALIDITY AND ENFORCEABILITY OF THE INDEMNIFICATION OBLIGATION UNDER THIS SECTION, SUCH LEGAL LIMITATIONS ARE MADE A PART OF THE INDEMNIFICATION OBLIGATION TO THE MINIMUM EXTENT NECESSARY TO BRING THIS SECTION INTO CONFORMITY WITH THE REQUIREMENTS OF SUCH LIMITATIONS, AND AS SO MODIFIED, THE INDEMNIFICATION OBLIGATION SHALL CONTINUE IN FULL FORCE AND EFFECT.
2. I/we further understand that ownership of the Lot is not held in the name of the NTAC Member. NTAC owns the Lot and the NTAC Member only has certain rights to use the Lot in connection with, conditioned on, and only to the extent of, membership in NTAC, and subject to the Bylaws, Rules and Regulations, and other governing documents of the association. AS SUCH, THE LOT IS NOT SUBJECT TO MECHANIC'S OR MATERIALMEN'S LIENS OF ANY KIND OR NATURE, OR ANY OTHER SIMILAR LIENS. The Member alone is responsible for the payment for all labor and materials. I hereby release any lien claims on the Lot or any improvements constructed on the Lot, including, without limitation, any claims or rights to remove any such improvements.
3. I/we will furnish commercially reasonable insurance certificates to NTAC prior to commencing work. Such Certificates include, without limitation, Certificates of Liability Insurance in commercially reasonable amounts approved by NTAC, naming NTAC as an additional insured, and waiving subrogation.
4. I/we will provide a roll-off garbage container to be placed in a location designated by the Building Committee, and will remove from NTAC any trash or unused building materials resulting from the project.
5. I/we will supply a Porta-Toilet for workers or will use the Member's toilet facilities.

- 6. I/we will minimize tractor truck traffic within NTAC and will coordinate all such traffic with the NTAC Building Committee.
- 7. I/we will not allow construction noise from the project outside of the hours of 7AM – 7PM daily.

Contractor Name and Address: \_\_\_\_\_  
Contractor Representative: \_\_\_\_\_ Phone: \_\_\_\_\_  
Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

City of Hillsboro Building Permit/Date: \_\_\_\_\_ Permit Number: \_\_\_\_\_  
City of Hillsboro approval name: \_\_\_\_\_  
NTAC Building Committee Approval Date: \_\_\_\_\_ Approved: \_\_\_\_\_  
Date Construction Started: \_\_\_\_\_  
Date Construction Completed: \_\_\_\_\_  
Building Affidavit/Permit Closed Out Date: \_\_\_\_\_

NTAC Building Committee Signature: \_\_\_\_\_