

OVERLOOK CONDOMINIUM ASSOCIATION, INC. CONTRACTORS RELEASE INDEMNIFICATION AND HOLD HARMLESS AGREEMENT.

This release, indemnification and hold harmless agreement (release) is executed this ____ day of _____, 20__ by the undersigned owner(s) of the unit ____ located at Overlook Condominium Association, Inc. Hillsboro Beach, FL. 33062

Whereas, the Association will permit the undersigned to engage contractors and vendors including all those working by, through, or under them, the (personnel) to perform work within the undersigned's unit subject to the terms and conditions set forth hereinafter. The contractor must submit a current certificate of general liability insurance with limits at a lease \$1,000,000.00 and name Overlook Condominium Association as the additional insured and certificate holder; a current certificate of Workers Compensation Insurance (WC Exemption is not acceptable) and a copy of applicable licenses and required permits.

In consideration for being permitted the benefit of allowing the personnel to perform work within the undersigned unit and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned specifically agree to following:

1. The above recitals are true and correct and are incorporated herein by reference.
2. The undersigned acknowledges that the work performed by such personnel within their units shall be at the undersigned's sole risk and the Association shall not have any responsibilities or liability for the work performed.
3. The undersigned acknowledges and agrees that in the work performed by such contractors or vendors within their unit shall be at the undersigned's own risk and the Association shall not have any responsibilities or liability for the work performed by such contractor or vendor and further acknowledge that the Association has made not representations regarding the contractor's or vendor's ability or qualifications to perform the work.
4. The undersigned jointly and severally if more than one, hereby release, indemnify and hold harmless the Association, its directors, officers, agents and employees, lessees, guests and invitees and all members of the Association from against all claims, damages, losses and expenses including attorney's fees at both the trial and appellate level, arising out of or resulting from the contractors or vendor's entry to the undersigned's unit and the work performed by, through or under them. This indemnification shall extend to all claims and damages, including consequential damages, losses and expenses attributable to bodily injury or death, theft or injury to and destruction of real or personal property including loss of use resulting thereby arising out of or resulting from the work performed by the contractor or vendor entry into the undersigned unit.

5. We have read the release and understand and agree to all it's terms. We execute it voluntarily and with full knowledge of it's significance.
6. Contractors will be responsible to clean up all debris, excess material, and trash removed from the premises must be removed by 4:00 pm every Friday, completion of project or day before holiday (whichever comes first) at the owner's expense.
7. The condominium reserves the right to inspect work areas to insure proper clean up.
8. Absolutely no smoking in common areas of buildings.

In witness whereof, the undersigned have executed the release the day and year set forth above.

Witness: _____

Date: _____

Owner(s): _____

Date: _____

Contractor: _____

Date: _____

The forgoing instrument was acknowledged before me this ____ day of ____, 20__ by _____ and _____ He/She/They (who is personally known to me) or has/have produced _____ as identification and did/ did not take an oath.

Notary

My Commission Expires:

FAILURE TO COMPLY WITH ANY OF THE FOREGOING MAY RESULT IN DENIED OR REVOKED ACCESS TO OVERLOOK CONDOMINIUM ASSOCIATION, INC.