

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT  
FOR CLUB HOUSE RENTAL**

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

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

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

Club House Rental Date & Time: \_\_\_\_\_

WHEREAS, on occasion, TSPOA rents its Club House on Lakeshore Drive to residents for parties and other gatherings; and

WHEREAS the above-mentioned Homeowner(s) wish to rent the Club House at the stated time for \_\_\_\_\_; and  
(describe event)

WHEREAS TSPOA agrees to rent the Club House to Homeowner(s) subject to the conditions contained herein;

NOW, THEREFORE, in consideration 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 use the Club House at the above-stated date and time for the event herein described.
2. Homeowner(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 Homeowner(s)' use of the Club House on the stated date 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) 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) at the Club House on the above-stated date.

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) 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) and/or TSPOA by a guest of Homeowner(s) arising out of Homeowner(s)' rental or use of the Club House on the stated date, 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.

---

By:

---

Homeowner  
Print name:

---

Homeowner  
Print Name: