

FACILITIES USE AGREEMENT

This Facilities Use Agreement (the "Agreement") is made and entered into between Lake Hills Park Association (the "Association"), a Texas Non-Profit Corporation and _____ ("Company"), a Texas _____, and is as follows:

Definitions

"Association" shall mean Lake Hills Park Association, the owner of the Amenities located at the 3106 Edgewater Drive, Austin, Texas.

"Company" shall mean _____, its directors, agents, employees and Company Staff.

"Amenities" shall mean the recreational facilities owned by the Association located at _____.

1. **Term.** The term of this Agreement shall commence on _____ and terminate on _____.

2. **Independent Contractor**

2.1. **Independent Contractor.** Company will be an independent contractor of the Association. No employee-employer relationship or principal-agent relationship will exist between the Association and Company. Company will be solely responsible for the work it performs, including the techniques, sequences, procedures, methods, and means used in the work. Company will provide and promptly pay for all labor, materials, equipment, tools, supplies, and utilities necessary to perform its work unless otherwise provided by this Agreement.

2.2. **Company's Staff.** At all times, Company will maintain direct and sole supervision over Company's employees and any subcontractors ("**Staff**") and Company will control the manner and means of the performance by such Staff of Company's obligations to the Association. No employee-employer relationship or principal-agent relationship will exist between the Association and the Staff. Company will be responsible for all compensation benefits owed to Staff. Company will not engage a subcontractor to provide any services to the Association without the prior written consent of the Association, which consent may be withheld for any reason.

3. **Company Practices and Clinics.**

3.1. The Association grants the limited use of the Amenities during Company practice days and times as follows:

3.2. The Association will allow for a 15-minute set-up and 15-minute breakdown before and after every practice time.

3.3. Company agrees to provide the Association with access to the Company booking system to verify attendance and roster.

3.4. **Participant Waiver.** Company shall ensure that each Participant completes and executes the liability waiver attached to this Agreement as **Exhibit A** (the “**Waiver**”) prior to participating in lessons or group use. Company shall obtain the completed and executed Waiver from each Participant and shall provide the completed and executed Waiver to the Association. Company shall not allow any person to participate in lessons group use before the person (and the person’s parent or guardian, if the person is under the age of 18) completes and executes the Waiver.

3.5. **Logo and Name Use.** Company shall not use the Association’s name and/or logo on any materials for such activities or otherwise, without the prior written consent of the Association, which consent may be given or withheld in the Association’s sole and absolute discretion.

3.6. **Signage/Banners.** Company shall not permanently attach or display on any Association property any signage/banners for promotion or identification of Company’s services. Company may, however, display such signage during Company practice days.

4. **General Rules**

4.1. **Setup and Cleanup.** Company shall be responsible for the setup and cleanup of the Amenities. Company shall pick up and dispose of garbage or other waste generated during and by Company’s use of the Amenities.

4.2. **Materials Left in the Amenities.** Company shall collect and properly remove any equipment. THE ASSOCIATION WILL NOT BE RESPONSIBLE FOR THE LOSS OR DAMAGE OF ANY MATERIALS STORED AND/OR LEFT ON OR IN THE AMENITIES BY COMPANY, THE STAFF, OR THE PARTICIPANTS.

4.3. **Keys, Entry, and Lockup.** The Association shall provide certain Company personnel with the necessary keycard(s)/key fob(s) to the Amenities. Company shall unlock and lock the Amenities when necessary and follow the Association’s Amenities opening and closing procedures. Company personnel that are issued an Amenities keycard/key fob must not allow use of such by any other person without the prior written approval of the Association. The reassignment of the responsibility of opening or closing the Amenities to another Staff member must be approved in writing by the Association prior to reassignment by Company. If Amenities keycards/key fobs are lost or misplaced, Company shall reimburse the Association for any and all fees associated with replacing the keycard/key fob.

4.4. **Condition of Facilities.** Each day in which it provides lessons, Company shall ensure that the Amenities are clean and returned to the condition they were in before the lessons or group use began, including placing all Association equipment in its appropriate position.

4.5. **Vandalism.** Company shall immediately report to the Association any damage or vandalism to the Amenities or any Association equipment of which Company becomes aware.

5. **Damage.** Company will be responsible for all costs for replacement and/or repair to the Amenities property or equipment, as well as any other Association property, where damage, loss or other charges, in excess of normal wear and tear, are incurred as a result of Company or Company’s invitees’ use.

6. **Advertisements and Publications.** The Association may advertise Company’s program on Association social media platforms, including Facebook, with such advertising content and frequency to be within the sole and absolute discretion of the Association.

7. **Fees.** Registration is limited to children and grandchildren of Association Members ages _____. Company shall pay the Association \$_____ per participant for every six week session. Such payment shall be due within 5 business days of the first class. There must be a minimum of four (4) registered participants per class. Should the Association and Company wish to negotiate a new agreement after the Term of this Agreement expires, fees will be due and owing to the Association for the added maintenance, repair and replacement of the Amenities. Any fees will be negotiated under the terms of the new agreement.

8. **Insurance.** COMPANY SHALL PROCURE AND MAINTAIN INSURANCE PURSUANT TO **EXHIBIT B.** APPROVAL, DISAPPROVAL, OR FAILURE TO ACT BY THE ASSOCIATION REGARDING ANY INSURANCE PROCURED OR MAINTAINED BY COMPANY WILL NOT RELIEVE COMPANY OF FULL RESPONSIBILITY OR LIABILITY FOR DAMAGES, INCIDENTS, AND ACCIDENTS, AS PROVIDED IN THIS AGREEMENT. NOR WILL THE BANKRUPTCY, INSOLVENCY, OR DENIAL OF LIABILITY BY ANY INSURANCE COMPANY EXONERATE COMPANY FROM LIABILITY.

9. **Rules, Regulations and Covenants.** All Association rules, regulations, governing documents and covenants remain in full force and effect. Rules, regulations, governing documents and covenants are available from the Association upon request.

10. INDEMNIFICATION

10.1. COMPANY AGREES THAT INDEMNITEES WILL NOT BE LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY OR LOSS OF LIFE OCCASIONED BY OR IN CONNECTION WITH THE USE OF THE AMENITIES AND/OR ASSOCIATION PROPERTY BY COMPANY, ITS AGENTS, EMPLOYEES, REPRESENTATIVES OR INVITEES, EXCEPT AS MAY BE PROVIDED BY APPLICABLE LAW WITH RESPECT TO THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF INDEMNITEES. COMPANY HEREBY ASSUMES FULL RESPONSIBILITY FOR THE ACTS AND CONDUCT OF ITS AGENTS, EMPLOYEES OR REPRESENTATIVES, ALL INVITEES OF COMPANY AND ALL PERSONS ADMITTED ON THE AMENITIES AND/OR ASSOCIATION PROPERTY BY COMPANY, ITS AGENTS, EMPLOYEES OR REPRESENTATIVES. COMPANY HEREBY INDEMNIFIES, HOLDS HARMLESS AND AGREES TO DEFEND INDEMNITEES FROM ANY CLAIM, DEMAND, CAUSES OF ACTION, DAMAGES, AND LIABILITIES, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN DEFENDING SAME, WHICH MAY ARISE OUT OF OR BE CAUSED BY OR IN ANY WAY CONNECTED WITH COMPANY'S USE OF THE AMENITIES AND/OR ASSOCIATION PROPERTY BY COMPANY, ITS INVITEES, AGENTS AND EMPLOYEES, EXCEPT AS TO ANY SUCH CLAIM, DAMAGE, LIABILITY OR LOSS CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF INDEMNITEES.

10.2. **DEFINED TERMS.** FOR THE PURPOSES OF THIS SECTION 10, THE FOLLOWING CAPITALIZED TERMS HAVE THE FOLLOWING MEANINGS:

10.2.1. **"CLAIMS"** OR **"CLAIM"** MEANS ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LAWSUITS, DAMAGES, PENALTIES, LOSSES, COSTS, AND EXPENSES, INCLUDING BUT NOT LIMITED, TO ATTORNEYS' FEES.

10.2.2. **"INDEMNITEES"** MEANS THE ASSOCIATION AND ALL OF ITS CURRENT AND FORMER DIRECTORS, OFFICERS, COMMITTEE MEMBERS, VOLUNTEERS, EMPLOYEES, AGENTS, ATTORNEYS, PROPERTY MANAGER(S), PROPERTY MANAGEMENT COMPANY(S), SUCCESSORS, AND ASSIGNS.

10.3. **SURVIVAL.** THE ALLOCATIONS OF RESPONSIBILITY, INDEMNITY OBLIGATIONS, AND EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH IN THIS AGREEMENT THAT APPLY TO AN INCIDENT OR CONDITION THAT OCCURS DURING THE PERFORMANCE OF THIS AGREEMENT

SHALL SURVIVE AND NOT BE AFFECTED BY THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

11. Termination and Renewal

11.1. **Termination of this Agreement.** At any time, the Association or Company may, in its sole discretion and with or without cause, terminate this Agreement upon fifteen (15) days written notice to Company or the Association. The termination date for a termination of this Agreement under this Section 12.1 will be the fifteenth (15th) day after the date the termination notice is mailed by the Association or Company.

11.2. **Additional Termination Language.** Notwithstanding any other language in this Section 12, upon the occurrence of any of the following events, the Association may terminate this Agreement effective on the date that the notice of termination is mailed to Company: (a) Company fails to comply with any portion of Section 9 of this Agreement; (b) Company does not completely perform or breaches any covenant under this Agreement; (c) Company becomes insolvent; (d) Company makes any assignment(s) for the benefit of its creditors; (e) Company's corporate status is revoked or Company is otherwise deemed to not be in good standing with the Texas Comptroller of Public Accounts' office or the Texas Secretary of State's office; (f) Company files a voluntary petition for bankruptcy, an involuntary petition for bankruptcy is filed against Company, or a receiver is appointed for Company of any assets of Company, or (g) personal injury risk is identified by the Association or property damage or gross negligence has occurred.

11.3. **Renewal.** This Agreement will not automatically renew under any circumstance. The terms of any continuation of service must be in a new written agreement.

12. General Provisions

12.1. **Certifications.** Copies of any necessary and/or applicable certifications will be presented to the Association at any time during this Agreement within five (5) business days of the date a written demand is mailed or emailed by the Association to Company.

12.2. **Mediation.** Before commencing any litigation regarding any disputes relating to or arising out of this Agreement, the parties must submit such disputes to mediation in Travis County, Texas. This Section 12 (including its subsections) survives any termination or expiration of this Agreement.

12.3. **Notices.** All notices under this Agreement must be sent by email, hand delivery or by certified mail, return receipt requested, to the addresses listed below the parties' signature blocks. Notices will be deemed to have been delivered when properly addressed, postage pre-paid and deposited in U.S. Postal Service or its equivalent or upon hand delivery. A copy may be sent by email, but email alone will not satisfy the notice requirements set forth herein.

12.4. **Compliance with Law.** Company will comply with all applicable federal, state, and local laws, which are now or may hereafter become applicable to Company's work for the Association. In performing its work for the Association, Company will not employ any person whose employment violates any federal, state, or local laws. COMPANY SHALL PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE INDEMNITEES FROM, AGAINST, AND FOR ANY CLAIMS ARISING OUT OF OR RELATING TO COMPANY'S VIOLATION OR LACK OF COMPLIANCE WITH ANY APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, WHICH ARE NOW OR MAY HEREAFTER BECOME APPLICABLE INCLUDING, BUT NOT LIMITED TO, LAWS RELATING TO WORKERS' COMPENSATION, SOCIAL SECURITY, UNEMPLOYMENT INSURANCE, DISABILITY BENEFITS, HOURS OF LABOR, WAGES, WORKING CONDITIONS, EQUAL-OPPORTUNITY AND AFFIRMATIVE-ACTION REQUIREMENTS, AND OTHER EMPLOYER-EMPLOYEE MATTERS.

12.5. **Governing Law and Venue.** Except to the extent that conflicts-of-law rules would require the application of other law, the law of the State of Texas shall govern this Agreement and any questions or disputes arising hereunder. Venue of any litigation of questions or disputes arising under the Agreement shall be in a state court having jurisdiction over Travis County, Texas.

12.6. **Successors and Assigns.** The Agreement shall extend to and bind the respective successors and assigns of the parties hereto. Company will not assign or transfer this Agreement or any right or obligation hereunder to any other party without the prior written consent of the Association, which consent may be granted or withheld in the Association's sole and absolute discretion.

12.7. **Entire Agreement; Modification; Severability.** This Agreement contains the entire contractual understanding between the parties regarding the subject matter thereof, and supersedes any contemporaneous or prior agreements, statements, representations, warranties, understandings, or inducements between the parties regarding the same. Any modification or amendment of this Agreement will not be effective unless it is in writing and executed by an authorized officer of the Association and Company. If any portion of this Agreement or the application thereof to any persons or circumstances should be found to be invalid by a Court, such invalidity shall not affect the remaining portions of this Agreement or application thereof which can be given effect without the invalid portion or application.

12.8. **Headings.** The headings contained herein are included for purposes of convenience only and shall not affect the construction or interpretation of any of the provisions of this Agreement.

12.9. **Survival.** All insurance, indemnity, and general provisions, and the provisions applicable to the enforcement of those provisions, will survive any termination of this Agreement. The enforcement of rights and obligations which are not fully discharged prior to the termination of this Agreement will survive to the extent necessary to effectuate the intent of the parties and enforce such rights and obligations.

12.10. **Rights, Remedies and Powers.** Each and every right, remedy and power granted to the parties hereunder: (a) is in addition to any other right, remedy or power held by the parties now or hereafter existing in equity, law, by statute or otherwise, or available to the parties under this Agreement; and (b) may be exercised independently and as often and in such order as the parties may deem expedient. No failure on the part of the Association to exercise, or delay exercising, any right hereunder shall operate as a waiver of such right; nor shall any single or partial exercise of any right hereunder or under any other agreement in connection herewith preclude any other or further exercise of such right or the exercise of any other right. Neither party will be relieved of any liabilities arising directly or indirectly from any obligations under this Agreement that are not fully discharged before this Agreement's termination.

12.11. **Authority of Executing Parties.** Each of the persons executing this Agreement represents and warrants that he or she has the full right and authority to execute this instrument on behalf of the Association or Company, respectively, and to legally bind such party to the fulfillment of all of the provisions hereof.

12.12. **Disclaimer of Reliance.** Company expressly warrants and represents that no promise, inducement, pledge, or agreement which is not expressed in this Agreement has been made to Company in executing this Agreement, and that Company is not relying upon any statement or representation, oral or written, of the Association, or any agent of the Association (including the Association's attorneys and insurers), in entering into this Agreement and that Company hereby waives any fraudulent-inducement claims and/or claims of reliance.

This Agreement may be executed in multiple original counterparts, each of which shall be deemed to be an original document for all purposes, as of the last date subscribed to the parties' signatures below.

ASSOCIATION:

Lake Hills Park Association

By: _____

As Agent of the Association

Name: _____

Date: _____

Contact for Notices:

Lake Hills Park Association

c/o Community Association

Management, Inc.

P.O. Box 92649

Austin, TX 78709

Email: _____

COMPANY:

By: _____

Name: _____

Title: _____

Date: _____

Contact for Notices:

c/o:

Name: _____

Address: _____

Email: _____

EXHIBIT A
PARTICIPANT WAIVER
[See attached.]

ASSOCIATION FACILITIES WAIVER

This Association Facilities Waiver (this “**Waiver**”) is made by the undersigned participant (“**Participant**”) and Lake Hills Park Association (the “**Association**”).

In consideration of the right to use and enjoy the Association’s Amenities and equipment (collectively, the “**Amenities**”), and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by Participant, Participant agrees to the following terms and conditions:

1. Participant acknowledges the inherent risks involved in the use of the Association’s Amenities, including but not limited to bodily injury, sickness, disease or death. Participant also acknowledges that use of the Amenities is potentially dangerous and that the type of injury or damage described above can occur when using the Amenities. Participant shall comply (and shall cause any guests, invitees, or licensees of Participant to comply) with the Association’s rules, regulations, guidelines, policies, and restrictions governing Participant’s (and Participant’s guests’, invitees’, and licensees’) use of the Amenities.
2. PARTICIPANT HEREBY ASSUMES ALL RESPONSIBILITY FOR AND ALL RISK OF DAMAGE OR LOSS OF ANY KIND, INCLUDING BUT NOT LIMITED TO BODILY INJURY, DEATH, DAMAGE TO OR LOSS OF REAL OR PERSONAL PROPERTY, AND MONEY DAMAGES (COLLECTIVELY, “**DAMAGE**”), SUSTAINED BY PARTICIPANT OR ANY OTHER PARTY ARISING OUT OF OR RELATING TO PARTICIPANT’S (OR PARTICIPANT’S GUESTS’, INVITEES’, OR LICENSEES’) PRESENCE IN OR USE OF THE AMENITIES. THIS ASSUMPTION OF RESPONSIBILITY AND RISK INCLUDES (WITHOUT LIMITATION) SUCH DAMAGE CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY ANY ACT OR OMISSION OF THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MEMBERS, AGENTS, MANAGERS, EMPLOYEES, CONTRACTORS, OR ATTORNEYS, (COLLECTIVELY, THE “**RELEASED PARTIES**”) WHETHER OR NOT CAUSED, OR ALLEGED TO BE CAUSED, BY THE SOLE, JOINT, CONTRIBUTORY, OR COMPARATIVE NEGLIGENCE OF ANY OF THE RELEASED PARTIES.
3. PARTICIPANT ACKNOWLEDGES THAT IT IS PARTICIPANT’S (AND PARTICIPANT’S GUESTS’, INVITEES’, AND LICENSEES’) RESPONSIBILITY TO CONSULT WITH A PHYSICIAN BEFORE ENGAGING IN PHYSICAL ACTIVITY. PARTICIPANT ACKNOWLEDGES THAT THE RELEASED PARTIES HAVE MADE NO INQUIRY OR INVESTIGATION INTO PARTICIPANT’S (OR PARTICIPANT’S GUESTS’, INVITEES’, OR LICENSEES’) PHYSICAL CONDITION OR ABILITY TO ENGAGE IN PHYSICAL ACTIVITY. FURTHERMORE, PARTICIPANT ACKNOWLEDGES THAT THE RELEASED PARTIES HAVE MADE NO INQUIRY OR INVESTIGATION AS TO WHETHER PARTICIPANT OR PARTICIPANT’S GUESTS, INVITEES, OR LICENSEES ARE IN AN APPROPRIATE PHYSICAL CONDITION, OR HAVE THE APPROPRIATE ABILITY, TO USE THE AMENITIES. PARTICIPANT REPRESENTS AND WARRANTS TO THE RELEASED PARTIES THAT PARTICIPANT AND ANY OF PARTICIPANT’S GUESTS, INVITEES, AND LICENSEES ARE SUFFICIENTLY FIT AND PHYSICALLY ABLE TO USE THE AMENITIES AND ENGAGE IN PHYSICAL ACTIVITIES IN THE AMENITIES.
4. ON BEHALF OF PARTICIPANT AND PARTICIPANT’S SUCCESSORS, HEIRS, EXECUTORS, ADMINISTRATORS, LEGAL REPRESENTATIVES, AND ASSIGNS, PARTICIPANT HEREBY WAIVES AND RELEASES, AND SHALL HOLD HARMLESS, THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, INJURIES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, PENALTIES, LIABILITIES, DEBTS, COSTS, AND EXPENSES (INCLUDING WITHOUT LIMITATION COURT COSTS AND ATTORNEYS’ FEES) OF ANY KIND (COLLECTIVELY, “**CLAIMS**”) ARISING OUT OF OR RELATING TO PARTICIPANT’S PRESENCE IN OR USE OF THE AMENITIES. SUCH WAIVER, RELEASE, AND COVENANT TO HOLD HARMLESS INCLUDES (WITHOUT LIMITATION) CLAIMS CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY ANY ACT OR OMISSION OF ANY OF THE RELEASED PARTIES, WHETHER OR NOT CAUSED, OR ALLEGED TO BE CAUSED, BY THE SOLE, JOINT, CONTRIBUTORY, OR COMPARATIVE NEGLIGENCE OF ANY OF THE RELEASED PARTIES.
5. PARTICIPANT SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE RELEASED PARTIES FOR AND AGAINST ALL CLAIMS BROUGHT BY ANY THIRD PARTY (INCLUDING WITHOUT LIMITATION ANY GUESTS, INVITEES, OR

LICENSEES OF PARTICIPANT) IF SUCH CLAIMS ARISE OUT OF OR RELATE TO PARTICIPANT'S OR ANY OF SUCH THIRD PARTIES' PRESENCE IN OR USE OF THE AMENITIES. THIS COVENANT TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INCLUDES (WITHOUT LIMITATION) CLAIMS CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY ANY ACT OR OMISSION OF ANY OF THE RELEASED PARTIES, WHETHER OR NOT CAUSED, OR ALLEGED TO BE CAUSED, BY THE SOLE, JOINT, CONTRIBUTORY, OR COMPARATIVE NEGLIGENCE OF ANY OF THE RELEASED PARTIES.

Participant acknowledges that Participant has read and understands this Association Amenities Waiver, as well as the rules, regulations, guidelines, policies, and restrictions promulgated by the Association governing Participant's use of the Amenities. Participant knowingly and voluntarily agrees to the terms and conditions stated above.

PARTICIPANT:

Signature: _____

Print Name: _____

Address: _____

Date: _____

IF THE PARTICIPANT IS 17 YEARS OF AGE OR YOUNGER, PRINT THE PARTICIPANT'S NAME ABOVE, AND A GUARDIAN MUST SIGN BELOW:

The undersigned guardian ("**Guardian**") is a parent or legal guardian of the Participant. As a condition of the Participant's use of the Association's Amenities, Guardian shall, to the fullest extent permitted by law, indemnify, hold harmless, and defend the Released Parties from, for, and against all Claims brought by any third party (including without limitation the Participant and any guests, invitees, or licensees of Guardian) if such Claims arise out of or relate to Participant's or any of Guardian's guests', invitees', or licensees' presence in or use of the Amenities. This covenant to indemnify, hold harmless, and defend includes (without limitation) Claims caused, or alleged to be caused, in whole or in part by any act or omission of any of the Released Parties, whether or not caused, or alleged to be caused, by the sole, joint, contributory, or comparative negligence of any of the Released Parties.

GUARDIAN:

Signature: _____

Print Name: _____

Address: _____

Date: _____

**EXHIBIT B
INSURANCE**

1. **Company's Insurance.** Company shall procure, secure, and maintain valid and collectible insurance to cover and protect Company, the Association, and the Association's directors, committees, officers, employees, agents, successors, assigns against any and all claims for damage or loss of property or personal or bodily injury and/or death arising out of and/or directly or indirectly related to Company's activities. All insurance coverage must be written through insurance companies authorized to do business in the State of Texas and must for the term of this Agreement be rated no less than A: VIII in the most current edition of *A.M. Best's Key Rating Guide*.
2. **Commercial General Liability Insurance**
 - 2.1. **Generally.** Company shall procure, secure, and maintain commercial general liability insurance in accordance with this Agreement, covering liability imposed by law or assumed by written contract, including liability for loss; loss of use, damage, or destruction of the Association's or Company's property; and personal or bodily injury, sickness, or death.
 - 2.2. **Coverage Limits.** Company's commercial general liability insurance must at all times have at least the following minimum limits of liability: (a) Per Occurrence or Accident: \$1,000,000; (b) General Aggregate: \$2,000,000; (c) Products / Completed Operations Aggregate: \$2,000,000; and (d) Personal and Advertising Liability: \$1,000,000.
 - 2.3. **Per Location Aggregate Extension.** Company's commercial general liability insurance policy must at all times have an amendment or extension amending the general aggregate limit to apply separately to each location owned by or rented to the named insureds.
 - 2.4. **Disallowed Limiting Endorsements.** At all times, Company's commercial general liability insurance policy must not have any of the following limiting endorsements: (a) CG 21 39 - Contractual Liability Limitation; (b) CG 24 26 - Amendment of Insured Contract; (c) any Punitive, Exemplary or Multiple Damages exclusion or similar exclusion; or (d) any insured versus insured exclusion.
3. **Workers Compensation Insurance.** Company shall procure, secure, and maintain workers compensation insurance, covering liability imposed by law or assumed by written contract, including liability for personal or bodily injury, sickness, or death. Company's workers compensation insurance must at all times have at least the following minimum limits of liability: (a) Per Accident: \$1,000,000; (b) Bodily injury by disease, each employee: \$1,000,000; and (c) Bodily injury by disease aggregate: \$1,000,000.
4. **Umbrella Insurance Coverage.** Company shall procure, secure, and maintain umbrella insurance coverage, written on a "following form" basis, incorporating the terms, conditions, and exclusions of all other insurance policies obtained by Company. Company's umbrella insurance coverage must have a limit of liability of at least \$5,000,000 per accident or occurrence.
5. **Additional Insured Status of the Association.** Before commencing any services under the Agreement, Company shall cause its commercial general liability insurance policy and umbrella insurance policy to include coverage extensions naming the Association and any of its current and former directors, officers, committee members, employees, agents (including without limitation Community Association Management, Inc. and its employees, contractors or consultants), successors, and assigns ("**Association Additional Insureds**") as additional insureds under such policies. The extension applicable to the

commercial general liability insurance policy must be written on the CG 20 10 10 01 and CG 20 37 10 01 forms without modification, or equivalents of such forms.

6. **Waiver of Subrogation.** Before commencing any services under the Agreement, Company shall cause its commercial general liability insurance policy, workers compensation insurance policy and umbrella insurance policy to include coverage extensions providing a waiver of subrogation in favor of the Association Additional Insureds.
7. **Certificates of Insurance.** Concurrently with the execution of this Agreement, Company shall provide the Association with certificate(s) of insurance evidencing the scheduled coverages, and compliance with the additional-insured and waiver-of-subrogation provisions above. The Association may, at any time, request a current Certificate of Insurance.
8. **No Waiver.** Any failure of any Association Additional Insured to protest an omission in such certificates of insurance or policies from the insurances required under this Agreement will not be deemed a waiver by such Association Additional Insured of any of the obligations of Company under this Agreement.
9. **Notices of Changes or Cancellation.** The insurance policies required by this Agreement must provide 30 days' prior written notice of changes or cancellation to the Association, and such policies must contain the following language:

This is to certify that the policies of insurance described herein have been issued to the Insured for whom this certificate is executed and are in force at this time. In the event of cancellation, non-renewal, or material reduction in coverage affecting the certificate holder, 30 days' prior written notice must be given to the certificate holder by certified mail or registered mail, return receipt requested.
10. **Primary Status.** All insurance coverage required by this Agreement must be primary to any insurance available to the Association Additional Insureds, and any insurance available to the Association Additional Insureds will be excess secondary, and non-contributing, to the insurance required by this Agreement. Where necessary, Company will cause its policies to be endorsed to provide such primary liability.
11. **Responsibility for Deductibles and Indemnification.** COMPANY SHALL PAY FOR ALL DEDUCTIBLES ARISING OUT OF THE INSURANCE REQUIRED BY THIS AGREEMENT. IF COMPANY FAILS TO PROCURE, SECURE, OR MAINTAIN THE INSURANCE COVERAGES REQUIRED BY THE AGREEMENT, COMPANY WILL BE DEEMED TO BE SELF-INSURED TO THE ENTIRE EXTENT OF ANY DEVIATION FROM STATED COVERAGE AND AMOUNTS THEREOF, AND COMPANY SHALL FULLY INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS THE ASSOCIATION ADDITIONAL INSURED FOR ALL CLAIMS ARISING OUT OF OR RESULTING FROM BODILY INJURY OR DEATH OF ANY PERSON, OR PROPERTY DAMAGE, INCLUDING LOSS OF USE OF PROPERTY, WHICH WOULD OTHERWISE HAVE BEEN INSURED AGAINST HAD COMPANY PROCURED, SECURED, AND MAINTAINED THE INSURANCE REQUIRED BY THIS AGREEMENT.