

**INDEMNITY/HOLD HARMLESS AGREEMENT  
FOR RESERVING USE OF COMMON AREAS WITHIN PARADISE COVE**

THIS INDEMNITY AGREEMENT made as of this \_\_\_\_ day of \_\_\_\_, BETWEEN  
\_\_\_\_ (Name of Paradise Cove Property Owner) residing at  
\_\_\_\_ (address of Paradise Cove Property Owner) ( the indemnifier,”  
hereinafter referred to as “Activity Sponsor”) and PARADISE COVE PROPERTY OWNERS  
ASSOCIATION OF 141 OLEANDER, LAGUNA VISTA, TEXAS 78578 (the Indemnitee”  
hereinafter referred to as ‘PCPOA”)

**GENERAL PROVISIONS**

1. The Activity Sponsor wishes to minimize any hardship the PCPOA might suffer as the result of any liability, claim, suit, action, loss, or damage that may result from the sponsor and or guests use of Paradise Cove Common Areas for the day the sponsor reserves use of the entire clubhouse area which also includes exclusive use of the gym and pool for the activity defined below for a NON-Refundable fee of \$100.00 and a refundable cleaning fee of \$125.00 made out to Paradise Cove POA.

2. Activity Sponsor’s Event Name \_\_\_\_\_

3. Common areas reserved are as follows: CLUBHOUSE, POOL, GYM, GAZEBO

4. Hours and date of use \_\_\_\_\_

5. Expected Number of Guests in Attendance \_\_\_\_\_

6. Details of the activity  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Will there be liquor/beer? \_\_\_\_\_, if Yes, the sponsor must assure proper insurance and/or permit for such occasion.

8. Indemnifier: the person/sponsor responsible for the Activity who promises to reimburse the PCPOA for any claims or damages that the PCPOA may suffer for permitting the use of common areas for the described activity.

9. Indemnitee: the association/PCPOA requiring protection against any claims or damages that the PCPOA may suffer for permitting the use of common areas for the described activity.

### **IDEMNIFICATION**

1. The Activity Sponsor will hold harmless and indemnify the PCPOA against all claims and actions arising out of the described “Activity” scheduled by the sponsor and all his/her guests, including, without limitation, expenses, judgements, fines, settlements, and other amounts actually and reasonably incurred in connection with any liability, suit, action, loss, or damage arising or resulting from the sponsor and his/her guests.

2. In the case of a criminal proceeding, the activity sponsor will indemnify the PCPOA against all amounts including, without limitation, expenses, judgements, fines, settlements and other amounts.

**CLAIMS:** In the event of any claim or action, the Activity Sponsor will promptly notify the PCPOA with written notice of the claim or action and will notify the PCPOA within five (5) business days of the commencement of any legal proceedings relating to the claim or action. The Activity Sponsor will provide the PCPOA with all available information known to the sponsor relating to the claim or action.

1. PCPOA will not be liable for any amounts paid in the settlement of any claim related to the Activity Sponsor’s activity.

2. The Activity Sponsor bears full/total responsibility for all claims and legal proceedings related to the activity.

### **LOSS OF PRIVILEGES**

Non-payment of annual property owners dues, special assessments, mowing fees and/or fines or late fees (if applicable) will result in the loss of ability to reserve common areas for private events.

### **COOPERATION**

1. The activity sponsor agrees to cooperate in good faith and use best efforts to ensure that the PCPOA is indemnified and reimbursed for any and all expenses, judgements, fines, settlements and other amounts actually and reasonably incurred in connection with the defense of any claim or action resulting from the Activity Sponsor’s activity. The Activity Sponsor agrees to restore the common areas used to the same, or better, level of usability that existed before the activity.

2. PCPOA agrees to cooperate in good faith and provide any and all information within their power as required for the Activity Sponsor’s defense of any claim, or action. As required, PCPOA representatives reserve the right to Bill the Activity Sponsor for the cleaning or repair of the common areas used at a flat fee of \$125.00.

3. Should cleaning or repair of the common areas exceed the fee of \$125.00, Activity Sponsor agrees to reimburse PCPOA for additional expenses incurred.

**SIGNATURES:**

Activity Sponsor Name \_\_\_\_\_

Activity Sponsor Signature \_\_\_\_\_

Association Representative Name \_\_\_\_\_

Association Representative Signature \_\_\_\_\_

**DATE EXECUTED:** \_\_\_\_\_