

Defense, Hold Harmless and Indemnification Agreement

Requested date of the private party on rear deck: _____

Estimated time of the party: _____

The rear deck at 5859 Beacon is a common area of the building intended for the use of individual unit owners without charge. Occasionally the association Board may allow a unit owner to hold a private party on the deck without charge subject to the host unit owner first executing and returning this Defense, Hold Harmless and Indemnification Agreement in favor of the condominium association and its Board of Directors and Management. This executed document must be delivered in person to any current Board member before the deck can be used/confirmed for a private party.

The undersigned unit owner hereby releases, indemnifies, defends and holds harmless the 5859 Beacon Condominium Association (the "Association"), the Board of Directors and management from and against any and all claims, demands, liability, damages, costs and expense, including, without limitation, court costs and attorney's fees, resulting from any and all lost or injury to life or property arising out of or in connection with the undersigned unit owner's and his, her or their guests use of the rear deck on the date first above written.

The Association governing documents standards as well as the Guidelines for use of the Rear Deck are integrated by reference herein and made part of this Defense, Hold Harmless and Indemnification Agreement.

This Agreement has been read and understood by the host unit owner and approved by the Board of Directors of the Association, this the ___ day of _____ 20__.

Signature of host unit owner: _____ Apt. # _____

Association approval: _____