

## RELEASE, INDEMNIFICATION, AND DEFENSE AGREEMENT

This Agreement is made this \_\_\_\_\_ [date] between Lexington Lakes Homeowners' Association, Inc. (the "Association") and the undersigned person (the "Event Host") who has reserved use of the Association's interior clubhouse space to host a personal function.

By this Agreement, in consideration for the Association permitting the Event Host to use all/a portion of the Association's interior clubhouse space to host a personal function, the Event Host shall:

- 1) Forever release, fully indemnify, and defend the Association as well as its officers, directors, committee members, agents, employees, independent contractors, and insurers from and against any and all liability, causes of action, claims, defenses, injuries, property damage, lost or stolen items, complaints, demands, and/or obligations that may arise from the use of the Association's clubhouse by the Event Host and/or by his or her guests. The obligation to defend the Association shall be discharged, at the Event Host's option, either by the Event Host hiring and paying for legal counsel to defend the Association or by the Event Host paying the Association's attorneys' fees incurred defending itself against claims and/or allegations arising from the use of the clubhouse by the Event Host and/or by his or her guests; and
- 2) Refrain from advertising any event to take place in the Association's clubhouse to the general public and/or inviting members of the general public or political groups to attend any event taking place in the Association's clubhouse; and
- 3) Ensure that any vendor hired to provide food, beverages, entertainment, or other goods or services at the Association's clubhouse for the Event Host's function shall obtain and provide the Association with evidence of liability insurance, in an amount determined to be adequate by the Association's Board of Directors. Such liability insurance shall name the Association as an additional insured, and Event Host understands and acknowledges that any vendor who has not obtained and/or provided evidence of insurance as is required by this paragraph may be denied access to the Association's clubhouse; and
- 4) Be liable to the Association for costs incurred by the Association repairing any damage to the Association's clubhouse, common areas, or other property caused by or traceable to the acts or omissions of the Event Host and/or any of his or her guests, whether they be intentional or negligent.

By signing below, the Event Host acknowledges that he or she has read and understands the foregoing and that he or she knowingly and voluntarily agrees to the terms contained herein.

Agreed by and between:

Lexington Lakes Homeowners' Association, Inc.

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Event Host

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip Code