

# THE COVE AT FRENCH VILLAS CONDOMINIUM ASSOCIATION, INC.

## HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

This Hold Harmless and Indemnification Agreement ("Agreement") is entered into by and between \_\_\_\_\_ Owner/Tenant as defined in the Declaration of Covenants, hereinafter referred to as "Owner/Tenant") and The Cove at French Villas Condominium Association, Inc., a not-for-profit corporation (hereinafter "Association") on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in Pembroke Pines, Florida.

### RECITALS

Owner/Tenant desires to reserve, use, and enjoy Association's Pool Area premises, located at 7916 NW 7 St. Pembroke Pines, Florida, for the purpose outlined in the ***Pool Area Reservation Agreement***. The intent of this Agreement is to indemnify Association from any claims arising from and related to Owner/Tenant's reservation, use, and enjoyment of the Pool Area.

**Address:** \_\_\_\_\_ **Unit #:** \_\_\_\_\_

**Unit Owner/Tenant:** \_\_\_\_\_

**Date of pool area occupancy:** \_\_\_\_\_

**Time requested:** \_\_\_\_\_ **Type of event:** \_\_\_\_\_

The following is a contract stating that you agree to the terms and conditions of the pool area rental instated by The Cove at French Villas Condominiums. Should you fail to proceed with this agreement your maintenance account will be charged accordingly.

### AGREEMENT

In consideration of the reservation and exclusive use of the Pool Area pursuant to the Reservation Agreement, the receipt of which is hereby acknowledged, Owner/Tenant hereby agrees as follows:

- \_\_\_\_\_1. Owner/Tenant will indemnify and hold harmless Association from any and all claims, actions, and judgments, including without limitation, all claims and costs for damage to the person or property of others, including all costs of defense and attorney's fees incurred in defending against same, arising from and related to Owner/Tenant's reservation, use, and enjoyment of the Pool Area located at 7916 NW 7 St. Pembroke Pines, Florida.
  
- \_\_\_\_\_2. Owner/Tenant is fully aware of the risks involved and the hazards connected with the use of the Pool Area. Owner/Tenant voluntarily assumes full responsibility for any risk of loss, property damage, or personal injury that may be sustained by Owner/Tenant and any of his/her guests and invitees, and any loss or damage to property owned by Owner/Tenant. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANYRISK OF LOSS, PROPERTY DAMAGE, OR PERSONAL INJURY,

INCLUDING DEATH, that may be sustained by me, my family, or my guests, as a result of being engaged in such activity, whether in whole or in part by the negligence of Association or otherwise.

- \_\_\_\_\_ 3. In the event any claim or suit is brought against Association within the scope of this Agreement, Owner/Tenant agrees to pay for legal counsel chosen by Association to defend against same. This Agreement shall encompass claims resulting from all activities and participation in the use of the Pool Area.
- \_\_\_\_\_ 4. In the event either party files suit in a court of law to interpret or to enforce the terms of this Agreement, the party prevailing in such action shall be entitled, in addition to any legal fees incurred in defending against third-party claims, to its reasonable legal fees and costs incurred in such action to interpret or to enforce the terms of this Agreement.
- \_\_\_\_\_ 5. This Agreement shall be construed in accordance with the State of Florida.
- \_\_\_\_\_ 6. I agree to pay a **\$100.00 for a pool rental and \$100 for deposit at least two weeks before the event** to hold my reservation. The \$100.00 for deposit will be refunded by check within no later than two weeks upon the inspection of pool area. Accepted payment methods are money order, or cashier's checks, payable to The Cove at French Villas, or online with a **NON-REFUNDABLE** transaction fee.
- \_\_\_\_\_ 7. I agree to have no more than **25** guest (including kids) in the event, and must be accompanied by an approved resident or owner over 18 years old at all the times.
- \_\_\_\_\_ 8. I agree and understand that alcohol is **PROHIBITED** at the pool area.
- \_\_\_\_\_ 9. I agree and understand that pool operating hours are March through October 7:00 am to 7:30 pm & November through February 8:00 am to 6:00 pm.
- \_\_\_\_\_ 10. I agree to leave the pool area in the same condition as it was found.
- \_\_\_\_\_ 11. I agree to clean the pool area **IMMEDIATELY** after use (which shall include any trash/cigarette butts outside and around the pool area).
- \_\_\_\_\_ 12. I agree to take pictures of the pool area before and after the event. The pictures **MUST** be sent to [customerservice@rmgsouthflorida.com](mailto:customerservice@rmgsouthflorida.com) no later than the following day of the activity. The pictures are considered part of the inspection in order to issue the deposit.
- \_\_\_\_\_ 13. I agree to be responsible for broken or missing furniture.
- \_\_\_\_\_ 14. I agree to be responsible for any stains left on pavers.
- \_\_\_\_\_ 15. I agree to be responsible for any damage done by any of my guests.
- \_\_\_\_\_ 16. I agree not be a nuisance to other people using the pool area or around it (no loud noises or loud music).
- \_\_\_\_\_ 17. I agree and understand the use of the pool area will remain open to other residents.
- \_\_\_\_\_ 18. I agree and understand that the use of the pool by persons attending my function is non-exclusive and such persons will not interfere with use of the pool and pool area by other residents not attending my function.
- \_\_\_\_\_ 19. I agree and understand that barbeque grills of any kind are permitted in the pool area.

- \_\_\_\_\_ 20. I agree and understand that Bounce Houses are **PROHIBITED** in the common area of the association or at the pool area.
- \_\_\_\_\_ 21. I agree and understand that residents and their guests must wear appropriate clothing or swimming attire.
- \_\_\_\_\_ 22. I agree and understand that no glass containers or other hazardous material are allowed in pool area.
- \_\_\_\_\_ 23. I agree and understand that no pets allowed in the pool area.
- \_\_\_\_\_ 24. I agree and understand that no running, horseplay, or jumping is permitted in the pool area. In addition to bicycles, rolling skates or skateboards are prohibited.
- \_\_\_\_\_ 25. I agree and understand that any unit in arrears or whose membership rights have been suspended will not be allowed to use the pool area.
- \_\_\_\_\_ 26. In signing this Agreement, Owner/Tenant acknowledges and represents that Owner/Tenant has read the foregoing Hold Harmless and Indemnification Agreement, understands it, and signs it voluntarily as Owner/Tenant's own free act; no oral representations, statement, or inducements, apart from the foregoing written Agreement, have been made; Owner/Tenant is at least 18 years of age and fully competent; Owner/Tenant executes this Agreement for full, adequate, and complete consideration, fully intending to be bound by same; and Owner/Tenant acknowledges that Owner/Tenant has had a full and adequate opportunity to have this Hold Harmless and Indemnification Agreement reviewed by independent legal counsel or has waived such opportunity.

**IN WITNESS WHEREOF, I have hereunto set my hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in Pembroke Pines, Florida.**

Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Owner's Name (Print): \_\_\_\_\_

**OR**

Tenant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant's Name (Print): \_\_\_\_\_