

Release and Indemnification Contract by Contractors for All Potential and Actual Legal and Financial Responsibilities and Liabilities Related to Work Done on Improvements subject to Park City Condominium/P.U.D. Permit

Park City Condominium/P.U.D. permits provide that "the HOA (HomeOwners Association) acknowledges work in the common area has been voted on and approved by the HOA. Any potential legal and financial implications for improvements in the common/limited area become the responsibility of the HOA."

The Pinnacle Amended and Restated Condominium Declaration for the Pinnacle at Deer Valley Condominium **DOES NOT** impose the potential legal and financial responsibilities for improvements in the common/limited common areas on the Pinnacle Homeowners Association.

Therefore, I/We, _____,
a contractor for the work subject to the Park City Condominium/P.U.D. permit for _____, the unit owner(s) of _____, release and forever hold harmless the Pinnacle Homeowners Association for any and all potential and actual legal and financial responsibilities and liabilities related to the improvements subject to the above-mentioned Park City Condominium/P.U.D permit, including, but not limited to the common/limited common areas.

I/We agree that I/We will defend and indemnify the Pinnacle Homeowners Association against all claims, liabilities and costs, including attorney's fees and other legal costs and including claims, liabilities and financial liabilities and costs related to the work by me/us, and/or my/our subcontractors, related to the improvements subject to the above-mentioned Park City Condominium/P.U.D. permit, including, but not limited to the common/limited common areas.

PINNACLE HOMEOWNERS' ASSOCIATION

I/we acknowledge that I/We have voluntarily entered into a signed lien waiver agreement with the unit owner of _____, thereby waiving any right to file any pre construction or construction liens against the Pinnacle Homeowners Association and any of its common property in exchange for the right to file any necessary liens against the unit owner and his/her/their unit.

For Contractor _____(Date)

For Pinnacle Homeowners Association _____(Date)