

Release and Indemnification Contract for All Potential and Actual Legal and Financial Responsibilities and Liabilities Related to 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.”

However, 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, _____,
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 my/our application for the 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 for all claims, liabilities and costs, including attorney’s fees and other legal costs, related to the potential and actual legal and financial responsibilities and liabilities related to the improvements subject to my/our application for a Park City Condominium/P.U.D. permit, including, but not limited to the common/limited common areas.

PINNACLE HOMEOWNERS' ASSOCIATION

I/We understand and agree that that I/We are responsible for and will repair and any damage to any other unit or the Common Areas during the course of making this alteration and after the alteration is completed.

I/We have entered into a voluntary written agreement (which is attached) with the contractor(s), under which the contractor(s) and any subcontractor the contractor may use regarding this permit have waived the right to file any pre construction or construction liens against the Pinnacle Homeowners Association and any of its common property, and instead grants the contractor(s) and subcontractor(s) the right to file preconstruction and construction liens against the unit owner and our unit.

For Unit Owner

_____ (Date)

For Unit Owner

_____ (Date)

For Pinnacle Homeowners Association

_____ (Date)