

**Straus Park Master Association, Inc.**

**LAKE HOUSE  
HOLD HARMLESS AND INDEMNITY AGREEMENT  
for Property Owners**

This Agreement is entered into on \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ Property Owner (Owner) and Straus Park Property Owners Association, Inc. (Master Association) for an Owner sponsored event to be held at the Lake House, located at 89 Pine Mountain Trail, Straus Park Development, Brevard, NC, on \_\_\_\_\_, 20\_\_\_\_.

The Property Owner, on the Owner's behalf and on behalf of such Owner's guests or invitees or other persons ("Owner's Guests") using the Lake House at or during the activity sponsored by the Owner pursuant to this Agreement hereby agrees to indemnify and hold harmless Straus Park Property Owners Association, Inc. (Master Association) its property owners and all its Board of Directors and Officers, and all of its employees, contractors, affiliates, and related entities thereof, each and every one of them, from and against any and all liability for any injury (bodily or otherwise), damage, loss, claim, causes of action, charge, cost or expense whatsoever, including, without limitation, attorneys' fees and court costs, arising out of, caused by or in any way attributable to any act, failure to act when under a legal duty to do so, or omission on the part of the Owner or the Owner's Guests or any of them, and the Owner further agrees to indemnify and promptly reimburse the Master Association for the cost of any damage to the Lake House or its surroundings that is caused by or attributable to any act, failure to act when under a legal duty to do so, or omission of the Owner or the Owner's Guests or any of them including, without limitation, the costs of clean-up of the Lake House after the activity sponsored by the Owner. Notwithstanding the above, in the event of any such injury (bodily or otherwise), damage, loss, claim, causes of action, charge, cost or expense whatsoever, including, without limitation, attorneys' fees and court costs, as above described, it is understood and agreed that the Master Association's insurance carrier shall be authorized and may settle or defend any and all such claims, damages, causes of action, fees, costs or expenses, and such action by Master Association's insurance carrier shall not affect the indemnification and agreement to hold harmless of Owner set forth herein.

Rules. The undersigned agrees to abide by the Straus Park Homeowners Association rules and regulations for the Lake House. It is understood that a Member of the Straus Park Lake House Committee will inspect the Lake House including furniture, equipment and the area surrounding the Lake House, before and after use by the undersigned. Any items not in good condition will be repaired or replaced as necessary. The undersigned agrees to pay for any repairs or replacement. Further, the undersigned agrees to reimburse the Straus Park Master Association for the professional cleaning of the Lake House following the event should conditions warrant. The undersigned further agrees that no alcoholic beverage of any sort will be served to any minor or intoxicated person. The Lake House must be cleaned and returned to standard furniture layout with all event related equipment & supplies removed by noon following the date of this event.

Straus Park Lake and Swimming Pool. The undersigned understands that use of the lake and swimming pool are **not** part of this agreement and is **prohibited**. Any violation of this provision and resulting claims will be the sole responsibility of the user and will result in forfeiture of security deposit.

Property Owner

Straus Park Master Association, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_