



**RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT FOR SIDE JOBS**

Please Return this Form Attention to: \_\_\_\_\_

Owner / Lessee Name: \_\_\_\_\_

Date: \_\_\_\_\_ Unit: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Work to Be Performed: \_\_\_\_\_

Disclaimer: **The Association and the management office are not responsible for monitoring or scheduling any work performed by employees after work hours. All communication must be done directly with the employee after work hours.**

This Release, Indemnification and Hold Harmless Agreement (“Release”) is executed this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by the undersigned Owner(s) or Lessee(s) \_\_\_\_\_ of unit \_\_\_\_\_ located in The WaterGarden Condominium.

**WHEREAS**, the undersigned specifically acknowledge that The WaterGarden employees, and/or employees of the Association’s management agent, FirstService Residential Florida, Inc. f/k/a The Continental Group, Inc., its affiliated or subsidiary companies (hereinafter “FIRSTSERVICE”) (which employees are hereinafter collectively referred to as “Personnel”) are generally not permitted to perform any maintenance, janitorial or other work within individual Units or limited common elements appurtenant thereto, or other personal work on behalf of individual owners or residents; and

**WHEREAS**, notwithstanding the foregoing, the Association and FirstService will permit the undersigned to privately engage such Personnel either directly or through a third-party contractor to perform maintenance, janitorial or other work within the undersigned’s Unit, limited common elements appurtenant thereto, or other personal work on behalf of individual owners or residents (the “Work”), subject to the terms and conditions set forth hereinafter. **The Work to be performed by such Personnel shall be limited solely to routine maintenance, janitorial or similar services and shall not include any electrical or plumbing work or any work which must be performed by licensed contractors or which requires the issuance of a permit, unless a licensed and insured third party contractor is performing the work.**

**WHEREAS**, the undersigned acknowledge that the Association and FirstService are not willing to permit the Personnel to perform the Work without the benefit of this Release and that the Association’s and FirstService’s permission is provided as a courtesy and an accommodation to the undersigned as the Work is not part of the responsibilities or duties of the Association or FirstService.

**NOW, THEREFORE**, in consideration for being permitted the benefit of allowing the Personnel to perform Work within the undersigned’s Unit and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned specifically agree to the following:

1. The above recitals are true and correct and are incorporated herein by reference.
2. The undersigned agree that any Work furnished by the Personnel will be performed by such Personnel as employees, contractors and/or agents of the undersigned at the undersigned’s sole cost and expense and further acknowledge that the performance of the Work by the Personnel shall deemed outside the scope of such Personnel’s employment and duties for the Association and/or FirstService.
3. The undersigned acknowledge that the Work performed by such Personnel shall be at the undersigned’s sole risk. The Association and FirstService shall have no responsibility or liability for the Work performed by such Personnel and further acknowledge that neither the Association or FirstService has made any representations regarding the Personnel’s ability or qualifications to perform the Work.

4. The undersigned agree not to assert any claims and hereby release, indemnify and hold harmless the Association, FirstService and their directors, officers, members, agents and employees (the "Indemnified Parties") from and against all claims, damages, losses and expenses, including attorney's fees, at both the trial and appellate level, arising out of or resulting from the Personnel's entry to the Unit and/or the performance of the Work. This indemnification shall extend to all claims and damages, including, consequential damages, losses and expenses attributable to bodily injury, death and to damages, theft or injury to and destruction of real or personal property, including loss of use, arising out of or resulting from the performance of the Work by the Personnel and/or entry into the undersigned's Unit. This indemnification shall also include any claims by Personnel for overtime wages, workers compensation or other employment issues. This Release and the indemnification provided herein shall extend even to those situations where the claims for damages to persons or property may be caused in whole or in part by any negligent act or omission of the Indemnified Parties.
5. The Association shall have the right to eliminate, limit or condition performance of the Work as the Board of Directors may reasonable determine from time to time in the exercise of its sole discretion. Further, FirstService may have the same right, as it may reasonably determine.
6. \_\_\_\_\_ [INSERT EMPLOYEE NAME] has joined in the execution of this Agreement so as to evidence his/her acknowledgement that the Work performed as described herein shall not be deemed to be required by FirstService and shall not form the basis for any claim by \_\_\_\_\_ [INSERT EMPLOYEE NAME] against FirstService. Furthermore, \_\_\_\_\_ [INSERT EMPLOYEE NAME], by joining in the execution of this agreement, agrees to not assert any claims and hereby releases, indemnifies and hold harmless the Association, FirstService and their directors, officers, members, agents and employees (the "Indemnified Parties") from and against all claims, damages, losses and expenses, including attorney's fees, at both the trial and appellate level, arising out of or resulting from the Personnel's entry to the Unit and/or the performance of the Work. This indemnification shall extend to all claims and damages, including, consequential damages, losses and expenses attributable to bodily injury, death and to damages, theft or injury to and destruction of real or personal property, including loss of use, arising out of or resulting from the performance of the Work by the Personnel and/or entry into the undersigned's Unit. This indemnification shall also include any claims by Personnel for overtime wages, workers compensation or other employment issues. This Release and the indemnification provided herein shall extend even to those situations where the claims for damages to persons or property may be caused in whole or in part by any negligent act or omission of the Indemnified Parties.
7. The partial or complete invalidity of any one or more of the provisions of this Release shall not affect the validity or continuing force and effect of any other provision.
8. The undersigned acknowledge and agree that all provision of this Release shall be binding on the undersigned as well as the undersigned's heirs, legal representatives and assigns.
9. The undersigned have read this Release and understand all its terms and execute it voluntarily and with full knowledge of its significance.

**IN WITNESS WHEREOF**, the undersigned have executed this Release the day and year set forth above.

Witnesses

Owners / Lessees

\_\_\_\_\_

\_\_\_\_\_

Witness

FirstService Employee

\_\_\_\_\_

\_\_\_\_\_