

HOLD HARMLESS AGREEMENT

This agreement is made this ____ day of _____, 202__ by and between _____ [“Property Owner”] and Waters Edge Owners Association, Inc. [the “Association”] and any other property owners within Waters Edge subdivision [“Other Owners”] as follows:

Nothing to the contrary in any agreement between the parties withstanding, the Property Owner (the “Indemnifying Party”) agrees to indemnify and hold harmless the Association and Other Owners (the “Indemnified Party”) from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, legal fees, expenses, or disbursements of any kind whatsoever that may at any time arise out of Property Owners’ rental of the property located at _____

_____ [the “Property”] to the extent to that:

- (1) The Indemnifying Party has, by their rental of the Property, and allowance of the tenant/s or guest/s to enter the Subdivision property. has caused the Indemnified Party any damages in any way or manner, whether or not such actions were, in and of themselves, otherwise reasonable or justified;
- (2) The Indemnifying Party has, by their rental of the Property and allowance of the tenant/s or guest/s to enter the Subdivision property, resulted in a claim of any type by any tenant/s or guest/s of the Property against the Indemnified Party for any and all claims or actions by said tenant/s or guest/s against the Association.;
- (3) The Indemnifying Party has, by their rental of the Property, and allowance of the tenant/s or guest/s to enter the Subdivision property, generated a claim against the Indemnified Party for any action performed or taken by any of the tenant/s or guest/s by any third party;
- (4) Or which may otherwise be imposed on, incurred by, or asserted against the Indemnified Party in any way relating to or arising out of this Agreement, or the rental of the Property or any action taken or omitted by the Indemnifying Party under or in connection with any of the foregoing;

Provided that the Indemnifying Party shall not be liable for:

(A) Any obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, or disbursements resulting from the Indemnified Party’s gross negligence or intentional and willful misconduct.

This Agreement shall be interpreted under the laws of the State of Georgia and the jurisdiction and venue shall be Putnam County, Georgia.

Indemnified Party:
Waters Edge Owners Association, Inc.

By: _____
Name: _____
Title: _____

Indemnifying Party:

Name: _____
Name: _____

Address; _____

