

**CRYSTAL TREE HOMEOWNERS ASSOCIATION
HOT TUB INSTALLATION ON DECK
HOLD HARMLESS AGREEMENT**

To: The Board of Directors – Crystal Tree Homeowners Association

The undersigned represents that they are all titleholders of the single family home or townhome (hereinafter “Unit”) located at _____, Orland Park, Illinois 60462 which is located in the Crystal Tree Homeowners Association. The undersigned agrees to indemnify, save and hold harmless each and all of the Board members, the Association, the managing agent, if any, and their respective agents, employees as well as the other unit owners and residents of the Association from and against:

1. Any damage to any part of the unit or units, or to any part of the common area of any nature whatsoever, directly or indirectly, by the installation, maintenance, replacement or repair of the hot tub or sauna on their deck (hereinafter referred to as “Tub”) or any portion thereof; or
2. Any claim or demand for mechanic’s lien or other contractor or subcontractor’s claim for labor or materials installed, directly or indirectly resulting from the installation, maintenance, repair or replacement of the tub, or any portion thereof; or
3. Any claim or demand by any person or persons, entity or entities, whether owner(s) or otherwise, for personal injury or property damage of any nature or description, arising directly or indirectly as a result of the installation, maintenance, replacement, existence or repair of the tub or any portion thereof; or
4. Any claim or demand by any municipality for failure to comply with (for abatement or breach of) any applicable building or zoning ordinance, law or regulation.
5. Any one or more of the above.

In the event any such claim or demand is made, as described above against any of the

indemnified parties, I (we) agree to be solely responsible for and agree to pay in full any and all such claims or demands upon ten (10) days written notice from the Board. Should I (we) fail to do so, I (we) agree that the Board, although having no obligation to do so, may advance payment of any such claim or demand at its sole discretion and may recover from me (us) the amount of such advance payment.

I (we) further agree that such advance payment shall constitute a lien on my (our) unit, enforceable under the First Amendment to the Homeowners' Declaration for Crystal Tree, as amended, in like fashion as for liens for delinquent general or special assessments. This indemnification shall include the cost of defending any such claim, plus attorneys' fees and costs actually incurred by the Board of the Association in defending or settling any such claim.

All work is to be in strict compliance with local building ordinances and regulations and all permits if required by law including any compliance with any requirements of the Village of Orland Park.

The undersigned acknowledges that they should contact their insurance agent in order to secure appropriate kinds and limits of insurance in order to protect the undersigned from all risks inherent to their installation of the tub.

The undersigned acknowledge that they have read the Rules for Installation of Additions to their unit and understand them and they agree to abide by them.

(All Owners Must Sign)

Date: _____, 20__

N:\VOORN\crystal tree hot tub hold harmless