INDEMNIFICATION AGREEMENT

Indemnification Agreement between (renter) Name _____
Address _____
Phone_____
and SPINNAKER OVE YACHT CLUB ASSOCIATION, with a principal place of business at P. O. Box 6072, Union Avenue, Laconia, Belknap County, New Hampshire.

In consideration of the following mutual covenants and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. By entering into this Agreement with the Renter, the Association does not hereby adopt, accept, agree to or acquiesce in the terms of the lease between the owner and the renter for the rented unit at Spinnaker Cove Yacht Club.

2. Renter agrees to fully comply with and adhere to all conditions, restrictions, covenants, terms, rules and requirements contained in the Declaration of Condominium for Spinnaker Cove Yacht Club, a Condominium, the By-Laws of the Spinnaker Cove Yacht Club, and the Rules & Regulations of Spinnaker Cove Yacht Club, as amended from time to time.

3. Except for any loss, cost, expense, injury, harm or damage caused by the negligence of the Association, its employees or agents, the renter indemnifies and holds the Association harmless from any actual loss, cost, damage, harm and expense, including reasonable attorney's fees and court costs, which the Association may sustain, suffer or incur by reason of the use of the leased unit, its appurtenant limited common area and the common area which together comprise the premises of Spinnaker Cove Yacht Club, a Condominium, by the renter and their invitees, their employees, their patrons, their agents, and any other persons while any of the one or more of the enumerated groups or individuals are engaged in an activity related to the use of the premises.

4. This Agreement shall be effective as of the date of execution by the renter.

5. This Agreement and the rights of the parties shall be governed under the laws of New Hampshire.

6. This Agreement shall be null and void and wholly unenforceable by the Association as to any particular loss, cost, damage and expense, including reasonable attorneys' fees and court costs, if notice of the alleged or threatened loss, cost, damage, expense, claim or action is not given in writing to the renter within sixty (60) days of actual knowledge being received by Association of said claim or within thirty (30) days of receiving notice of any actual legal proceedings.

7. Whenever it shall be necessary or appropriate under the provisions of this Agreement that notice be given by one party to the other, notice shall be made by certified mail, return receipt requested, postage prepaid to the address of each party as contained in this Agreement unless a party shall notify the other party in writing of a different address to be used for notices.

8. Any notice shall be effective when mailed to the renter and Association at their respective addresses.

9. No provision of this agreement may be changed, waived, discharged or terminated orally, by telephone or by any other means except by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

Date: _____

_____ _____
Renter Signature Renter Signature

_____ _____
Renter Print Name Renter Print Name

_____ _____
Witness Signature Witness Print Name

Revised August 2017