



SOUTH MILL VILLAGE
CONDOMINIUM ASSOCIATION, INC.

INDEMNIFICATION and HOLD HARMLESS AGREEMENT

This INDEMNIFICATION and HOLD HARMLESS AGREEMENT (the "Agreement") made and entered into this _____ day of _____ 20_____, by and between South Mill Village Condominium Association, Inc. (the "Association") with an office at 172 Oakwood Dr., Glastonbury, CT 06033, and _____ Owner(s) name(s) & street number, South Mill Village (the "Owner(s)").

Witnesseth

WHEREAS, Owners are the owners of a certain condominium unit within South Mill Village Condominium Association, Inc. (the "Condominium") known as (number) _____ (the "Premises").

WHEREAS, the Owners are desirous of making changes:

WHEREAS, the Owners have requested approval from the Association for the modification; and

WHEREAS, the Association, through its Board of Directors (the "Board"), on (date) _____ voted to approve the modification on the condition that the Owners enter into this Agreement.

NOW THEREFORE, in consideration of the mutual understanding contained herein, the parties hereto agree as follows:

1. The Board, acting on behalf of the Association, authorizes the Owners to make the modification subject to the terms and conditions specified herein (*attach a copy of the original, approved application*).
2. Owners agree to perform, or cause to be performed, all work in connection with the modification in a good, workmanlike and professional manner as per published guidelines.

3. Owners agree that **ALL** costs, including, but not limited to, labor, materials, restoration of job-site, etc. associated with said modification are to be borne solely by the Owners.
4. Owners shall be solely responsible for constructing and **maintaining** the modification. Maintenance of the modification shall **only** be in accordance with guidelines specified and approved by the Board of Directors of the Association, including but not limited to:
 - following scheduled maintenance of similar structures within the Association
 - maintenance performed only by Association-approved vendors
 - all costs to maintain the modification will be borne solely by the Owner
5. Owners shall be solely responsible for obtaining any and all necessary permits and approvals from the Town of Glastonbury, and any other applicable authorities, including, but not limited to, a building permit, in connection with the modification.
6. Owners shall be responsible for any damage or injury to the common elements or limited common elements of the Condominium proximately caused by the installation, maintenance, use, repair, or replacement of the modification, including, but not limited to, any manufacturer's defects or any defects in workmanship in the installation of the modification.

In the event of any said damage, owners, at their sole cost and expense, after promptly notifying the Association, shall repair, replace, and restore or cause to be repaired, replaced, or restored, the common elements and limited common elements to the same condition as existed prior to said damage or injury.

7. Owners (including their successors and assigns) agree to indemnify and hold the Association harmless from and against all claims, loss, liability and/or damage, including, but not limited to, reasonable attorney's fees, arising from, or in any way connected with, the installation, maintenance, repair or use of the modification.
8. This Agreement shall inure to the benefit of, and constitute a binding obligation upon, the undersigned parties, their respective successors and assigns and shall be deemed a covenant running with the land.

OWNER(S)

Witness

Date

Witness

Date

SOUTH MILL VILLAGE ASSOCIATION, INC.

Witness

Duly Authorized President

Date