

FORM 101 – APPROVED 2021.04.21

STIPULATION-RELEASE, INDEMNIFICATION AND HOLD-HARMLESS AGREEMENT

THIS STIPULATION-RELEASE, INDEMNIFICATION AND HOLD-HARMLESS

AGREEMENT (Hereinafter “Agreement”) is made and entered into by and between all record title holders _____ and _____, (hereinafter “Owner(s)”) who own the property where the Owner(s) intend to make improvements and/or perform construction work to the Property located at _____ (hereinafter “Property”) and Venture Three, Inc. (hereinafter “Manager”) and the designated Association, ____ Venture Out at St. Lucie, Inc. or ____ Venture Out at Indian River, Inc or ____ Venture Harbour, Inc. (hereinafter the “Association”) and/or the Building Committee including the Committee members (hereinafter “Committee”) - (all collectively are hereinafter “the Parties” or singularly “the Party”).

STIPULATIONS:

A. **WHEREAS**, The Owner(s) is making certain improvements and/or construction work to the Property which is located within the community served by Venture Three, Inc., the Manager, and within the Association designated herein and;

B. **WHEREAS**, the Owner(s), to achieve such improvements and/or construction work to the Property, has or will hire a licensed builder/contractor or the Owner(s) will do the improvements themselves or with unlicensed workers and;

C. **WHEREAS**, the Owners plan to achieve the improvement and/or construction work to the Property as outlined in Form 101 and presented before the designated Committee and;

D. **WHEREAS**, as a result of the improvements and/or construction work to the Property, the Owner(s), through their licensed builder/contractor, unlicensed workers or the Owner(s) themselves will be using some of the common elements/facilities, including but not limited to roads and water and sewer lines owned and maintained by the Manager and/or the Association named herein, and;

E. **WHEREAS**, as a result of the improvements and/or construction work to the Property, the Owner(s), through their licensed builder/contractor, unlicensed workers or the Owner(s) themselves may cause damage to the common elements/facilities, including but not limited to roads and water and sewer lines owned and maintained by the Manager and/or the Association named herein, and;

F. **WHEREAS**, as a result of the improvements and/or construction work to the Property, the Owner(s), through their licensed builder/contractor, unlicensed workers or the Owner(s) themselves may cause damage to adjacent property owners' lots or structures located on adjacent properties, and;

G. **WHEREAS** as a result of the improvements and/or construction work to the Property, the Owner(s), through their licensed builder/contractor, unlicensed workers or the Owner(s) themselves may cause damage or injury to passers-by, damage to vehicles, including but not limited to passenger vehicles, boats, etc., and;

H. **WHEREAS** the Owner(s) have or will present Form 101 to the Committee for approval based on the limited information given to the Committee, including but not limited to plans, licenses, permits, setbacks, local county and state requirements, insurances and assurances, including but not limited to environmental requirements, etc. and the Committee, if the Committee shall approve said improvement and/or construction work to the Property as outlined in Form 101, it is understood that the Owner(s) retain ultimate and final responsibility for all improvements and/or construction work and required plans, licenses, permits, insurances, setbacks, and to follow all applicable local, county and state requirements including but not limited to environmental requirements etc. and that the Committee, the Manager nor the Association shall be responsible for any breach or failure on the part of the Owner(s) to obtain or adhere to same;

I. **WHEREAS** as a condition of allowing a licensed builder/contractor, unlicensed workers or the Owner(s) themselves to make said improvements and/or construction work to the Property the Owners, their agents and assigns agree to stipulate to a full release, indemnification and hold-harmless of the Manager and the Association and Committee as follows:

a. DAMAGE TO COMMON ELEMENTS/FACILITIES, DUTY TO REPAIR: The Owner(s) agree that in the event a licensed builder/contractor, unlicensed workers or the Owner(s) themselves, or any agent, sub-agent, subcontractor, material supplier, guest, servant, employee, independent worker, performing said improvements and/or construction work on behalf of the Owner(s) cause any damage to common elements/facilities, including but not limited to roads and water and sewer lines owned and maintained by the Manager and/or the Association named herein, the Owner(s) shall be completely responsible for all costs of repairs or replacements caused by the damage and shall immediately repair same with approval of the Manager or pay/reimburse the Manager or Association for said repairs/replacement if the Manager or Association determines it will complete the repair or replacement;

b. DAMAGE TO NEIGHBORS' LOTS OR ADJACENT LOTS, DUTY TO REPAIR: The Owner(s) agree that in the event a licensed builder/contractor, unlicensed workers or the Owner(s) themselves, or any agent, sub-agent, subcontractor, material supplier, guest, servant, employee, independent worker, performing said improvements and/or construction work on behalf of the Owner(s) cause any damage to neighbors' lots or adjacent lots the Owner(s) are completely responsible for any and all such damage and all costs of repairs or replacements caused by the damage and shall immediately repair same;

c. DAMAGE OR INJURY TO PASSERS-BY, OR ANY PERSON, DAMAGE TO VEHICLES, INCLUDING BUT NOT LIMITED TO PASSENGER VEHICLES, BOATS, ETC.,:

The Owner(s) agree that in the event a licensed builder/contractor, unlicensed workers or the Owner(s) themselves, or any agent, sub-agent, subcontractor, material supplier, guest, servant, employee, independent worker, performing said improvements and/or construction work on behalf of the Owner(s) cause damage or injury to passers-by, or any person, damage to vehicles, including but not limited to passenger vehicles, boats, etc. the Owner(s) are completely responsible for any and all injury to passers-by, damage to vehicles, including but not limited to passenger vehicles, boats, etc.;

d. INSURANCES, LICENSES, PLANS, SURVEYS, PERMITS, SETBACKS, LOCAL COUNTY AND STATE REQUIREMENTS, INCLUDING BUT NOT LIMITED TO ENVIRONMENTAL REQUIREMENTS, INSPECTIONS:

The Owner(s) warrant to the Manager and Association that either the Owner(s), their licensed builder/contractor, unlicensed contractors who are performing the work on said improvement and/or construction work on behalf of the Owner(s) carry all proper and required insurances to protect and hold harmless the Manager, Association named herein, and for any damages to person or thing, obtain all licenses and permits, plans and surveys, adhere to all setbacks, follow all local, county and State requirements, including but not limited to environmental requirements and inspections that are required to perform said improvements and/or construction work on behalf of the Owner(s) and be financially responsible for same;

e. PROVIDE PROOF OF INSURANCES, LICENSES, AND OTHER DOCUMENTS TO THE COMMITTEE: The Owner(s) shall, upon request, provide proof of insurances, including but not limited to, liability insurance, personal injury insurance, medical insurance, worker's compensation insurance, licenses, permits, surveys, plans and results of inspections and the Owner(s) warrants that all insurances, licenses and permits will be kept current throughout the course of the improvement and/or construction work performed by a licensed builder/contractor, unlicensed workers or the Owner(s) themselves, or any agent, sub-agent, subcontractor, material supplier, guest, servant, employee, independent worker, performing said improvements and/or construction work on behalf of the Owner(s) and that all work shall be finally inspected by the appropriate agency;

J. **WHEREAS**, the Owner(s), does hereby waive, remise, release, holds harmless and forever discharge the Manager, the Association, and the Committee and all directors or unit owners of the Manager, Association and Committee, heirs and assigns, of, from any and all responsibility and liability and against any and all manner of actions and causes of action, suits of any kind including but not limited to civil or appellate suits, complaints to administrative agencies, debts, accounts, bonds, covenants, contracts, agreements, judgments, claims and demands whatsoever in law and in equity, arising out of or relating to the improvement and/or construction work done on behalf of the Owner(s) and for any and all damages to the common elements/facilities, personal injury to passers-by or any person; damage to neighbors or adjacent properties; damage to any vehicles, boats, etc.;

K. **WHEREAS**, the Owner(s) hereby agree to indemnify, hold-harmless and defend the Manager, the Association, and the Committee, all directors or unit owners of the Manager, Association, and Committee, heirs and assigns, of, from any and all responsibility and liability and against any and all manner of actions and causes of action, suits of any kind including but not limited to civil or appellate suits, complaints to administrative agencies, debts, accounts, bonds, covenants, contracts, agreements, judgments, claims and demands whatsoever in law and in equity, arising out of or relating to the improvement and/or construction work done on behalf of the Owner(s) and for any and all damages to the common elements/facilities, personal injury to passers-by or any person; damage to neighbors or adjacent properties; damage to any vehicles, boats, and shall be responsible for any and all attorney's fees and costs associated with indemnification and defense at trial, in administrative action or in appellate procedures;

L. **WHEREAS**, the Parties desire to formalize their Agreement and will initial each page (except for notarized pages for owners and acknowledgment pages for other parties) and all record owners will execute before a notary and agree to the above stipulations and the following:

1. Representation of Comprehension of Document. In entering into this Agreement, the Parties represent that the terms of the Agreement have been completely read and understood; and that the terms of this Agreement are fully understood and voluntarily accepted by the Parties.
2. Warranty of Capacity of Execute Agreement. The Parties warrant that they have full and complete authorization and power to execute this Agreement. This Agreement is a valid, binding and enforceable obligation of each of the Parties and does not violate any law, rule, regulation, contract or agreement, otherwise enforceable by either of the Parties.
3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and venue shall lie in St. Lucie County, Florida. With respect to any suit, action, or proceeding relating to this Agreement or the transactions contemplated hereby, each Party irrevocably submits to the jurisdiction of the Courts of the State of Florida located in St. Lucie County and waives any objection that it may have at any time to the laying of venue for such proceedings in such Courts, waives any claim that such suit, action, or proceeding has been brought in an inconvenient forum, and further waives the right to object to such Court's jurisdiction over such party.
4. Attorney Representation. In entering into this Agreement, the Parties represent that they have had the opportunity to each retain separate legal counsel of their own choice and are satisfied with said counsel, if any. The Parties further represent that they fully understand and voluntarily accept the terms of this Agreement. The Parties expressly acknowledge that they have had the opportunity to negotiate the terms of this Agreement and that this Agreement shall not be construed against the drafting Party.

5. Entire Agreement and Successors in Interest. This Agreement and its exhibits constitutes the entire understanding of the Parties hereto, and no modifications, amendments, or other statements to this Agreement shall be binding on the Parties unless executed in writing and signed by the Party to be bound by such instrument. If any provision of this Agreement is held invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement and, to that extent, the provisions of this Agreement are intended to be and shall be deemed to be severable.

6. Waiver. No delay or failure by either Party to exercise any right hereunder, and no partial or single exercise of such right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

7. Effectiveness. This Agreement shall become effective on the date of the signature of the last party to execution the Agreement.

8. Counterparts. The Parties may sign this Agreement in counterparts and faxed or emailed copy shall be treated as originals admissible as evidence in any administrative or judicial proceeding.

HOMEOWNER SIGNATURE

Date: _____

HOMEOWNER (PRINT NAME)