

## ACKNOWLEDGMENT OF REPAIR AUTHORIZATION AND RELEASE

\_\_\_\_\_ (“Owner”), being the owner of the unit at \_\_\_\_\_ (“Unit”) enters this Acknowledgment of Repair Authorization and Release (“Acknowledgment”) for the sole and only consideration of The Green Cove Condominium Resort I Owners’ Association (“Association”) engaging a contractor to complete the following (being the “Services”):

- Removal of all grey Pex (polybutylene) water lines that feed water supply to the shut off valves and hot water tank of the Unit;
- Installation of new Pex lines, fittings, new washer and dryer supply box, ice maker supply box, supply line shut off valves to kitchen sink, shut off valves to bathroom sink, and shut off valve to toilet.

Owner authorizes the Association and its contractors to enter the Unit to perform the Services, and does, for themselves and their successors, heirs and assigns, waive, release, and agree to indemnify, hold harmless, and defend Association, its Board of Directors, community association managers, officers, employees, representatives, managing agent(s), and its owners, tenants and guests, and all of their respective heirs and assigns, from and against all liabilities, claims, damages, losses, cause of action, suits, judgments, fines, assessments, penalties, and expenses (including reasonable attorneys’ fees and other legal costs and court costs) of any kind, nature, or description, including property damage, injury, and death, arising from, caused by, or related to the Association’s performance of the Services, except as may arise from the Association’s recklessness. If Association, in the enforcement of any part of this indemnity provision, incurs expenses or becomes obligated to pay attorneys’ fees or court costs, Owner agrees to reimburse Association for such expenses, attorneys’ fees, or costs, within 30 calendar days after receiving written notice from Association of incurring said expenses, costs, or obligations.

Owner covenants and agrees that the Services include performing replacements to Unit components that are the Owner’s financial responsibility based on the Declaration of Condominium Ownership of The Green Cove Condominium Resort I (“Declaration”), that Association will charge the portion of the Services relative to the Unit as a special individual unit assessment to the Unit’s account, that Owner will pay the Association for special individual unit assessment amount, and that the special unit assessment amount is expected to be \$\_\_\_\_\_.

Owner covenants and agrees to perform the following in connection with the Services:

- The removal or relocation of appliances and furniture and the reinstallation of same after completion of Services.
- Drywall removal and reinstallation.

Owner covenants and agrees to indemnify and hold harmless the Association for any claims related to the Owners’ failure to remediate the Unit or the Limited Common Elements appurtenant to the Unit for which they are responsible, as defined in the Declaration.

Owner covenants and agrees to indemnify the Association from any claims from any contractor in relation to the Services.

Owner understands and agrees that this Acknowledgment is not construed as an admission of responsibility or liability by the Association, but that the Association will undertake the performance of the Services as the Board determined it to be in the Association's best interests.

Owner certifies that they have carefully read the foregoing Acknowledgment, understand the contents thereof and sign this document as their own free act, with the intention to be legally bound on and after the date set forth below. This Acknowledgment is interpreted according to the fair meaning of the language used, and not in favor or against the Owners or the Association.

**OWNER**

**ASSOCIATION**

Sign: \_\_\_\_\_

Sign \_\_\_\_\_

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Print: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

(If co-owned, both owners should sign. If only one signs, He/she states that he/she represents the entire Unit.)

Date: \_\_\_\_\_