

**CANAL WALK
LAWN APPLICATIONS
RELEASE AND WAIVER**

Due to the Management Office by April 1st of every year

THIS AGREEMENT made this ____ day of _____, 20____, between Canal Walk Homeowners Association, Inc., with an address of c/o Association Advisors New Jersey (“Managing Agent”), 100 Canal Walk Blvd., Somerset, New Jersey 08873, Attention: Tom Merklinger (the “Association”), and the homeowner who executed this agreement below (the “Indemnitor”);

WHEREAS, the Indemnitor has requested that the Association not provide lawn applications for weed control, insects/grubs or fertilizer; and

WHEREAS, the Indemnitor agrees that he or she is exclusively responsible for the maintenance of his or her property, exclusive of lawn care, and shall provide for such lawn maintenance other than mowing to protect the community and preserve the value of the Association’s property; and

WHEREAS, the Indemnitor agrees that the lawn maintenance to be provided by the Indemnitor shall provide such maintenance to include, but not be limited to, the prevention of weed growth and deterioration of the lawn by insects/grubs; and

WHEREAS, the Indemnitor has agreed to comply fully and timely with all such rules and regulations; and

WHEREAS, the Indemnitor is a member of the Association; and

WHEREAS, the Indemnitor agrees to defend, indemnify, and hold harmless the Association, Managing Agent, the Association’s landscape contractors, and the directors, officers, agents, representatives, servants, and employees of both the Association, Management Company and the Association’s landscape contractors (collectively, “Indemnitees”) from any and all claims and liability that may be made against the Indemnitees pertaining to the Indemnitor’s request for the Association to not provide lawn applications for weed control or fertilizer and/or the condition of the Indemnitor’s lawn and/or any damage caused to any property as a result of the lack of lawn applications for weed control, insects/grubs or fertilizer; and

NOW, THEREFORE, for and in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Association and the Indemnitor hereby agree as follows:

1. The Indemnitor has read, understands, and shall abide by all applicable rules set forth by the Association, or rules to be promulgated by the Association and published.
2. The Indemnitor agrees to defend the Indemnitees, at his or her own expense, against any claims brought or actions filed against any of the Indemnitees relating, regarding, and/or pertaining to the Indemnitor’s request for the Association to not provide lawn applications for weed control or fertilizer and/or the condition of the Indemnitor’s lawn and/or any damage caused to any property as a result of the lack of lawn applications for weed control or fertilizer and/or insects/grubs, whether such claims or actions are rightfully or wrongfully brought or filed. To the extent that the Indemnitor fails to defend the Indemnitees, the Indemnitor shall be solely responsible for all attorneys’ fees and costs incurred by the Indemnitees.
3. Indemnitor releases any and all claims against the Association for not providing lawn applications for weed control or fertilizer and/or insects/grubs and/or the condition of the Indemnitor’s lawn and/or any damage caused to any property as a result of the lack of lawn applications for weed control or fertilizer and/or insects/grubs.
4. To the fullest extent permitted by applicable law, the foregoing indemnity and hold harmless provisions shall apply regardless of any act, omission, fault, negligence, or strict liability of the Indemnitees.

(Continued on back of form)

IN WITNESS WHEREOF, parties hereto have hereunto set their hands and seals the day and year first above written.

CANAL WALK HOMEOWNERS ASSOCIATION, INC.

Signature: _____

Name: _____

Title: _____

Date: ____ / ____ / ____

Due to the Management Office by April 1st of every year

Witnessed or Attested by:

Signature: _____

Name: _____

Date: ____ / ____ / ____

OWNER

Signature: _____

Name: _____

Signature: _____

Name: _____

Address: _____

Date: ____ / ____ / ____

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