

**Windham Meadows II Condo Association (the "Association")
Certification and Indemnity Agreement
Regarding the use of Association Common Property/Limited Common Property**

Member's Name: _____

Address of Unit ("Unit"): _____

Association Property: _____

Social Function: _____ Date: _____

Certification and Indemnity Agreement

I agree that in exchange for permission to use Association property for the purpose of hosting a social function (the "Social Function"), I shall defend, indemnify and hold harmless the Association, its officers, directors, managers, shareholders, members, agents and employees from and against all losses, demands, payments, suits, actions, recoveries judgments and claims of every nature and description brought or recoverable against it by reason of any injury caused or claimed to be caused, directly or indirectly, by (1) a person who attends the Social Function; (2) a vendor who provides any service or a product, including alcohol, for the Social Function; or (3) any incident or action arising out of the Social Function. Without limitation, this Agreement includes claims for damage, injury, death, liability costs and expenses (including attorney's fees). I agree that I forfeit the Association's permission to use Association property in the event that a person, incident or action associated with this Social Function, or any other social function for which I am responsible, violates the laws or regulations of the State of New Hampshire or the rules or requirements of the Association.

[Initial the following certification if alcohol is to be served or consumed at the Social Function:]

_____ I certify that any serving of alcohol at the Social Function shall comply with all applicable laws and regulations of the State of New Hampshire, including the New Hampshire Administrative Rules from the Liquor Commission. I further certify that the Vendor shall maintain a liability insurance policy for any claims against the Association for any injury arising from the Vendor's services for the Social Function. I hereby agree that prior to the Social Function I shall provide the Association with a copy of the Vendor's liability insurance policy.

Additionally, I/we will have repaired, at our cost, any damage to the Common or Limited Common Area's that suffered damage from the above referenced "Social Function". The Association shall have the option to contract for the repairs.

I understand that the Association will rely upon my execution of this Agreement in connection with its decision to allow me to use Association property for the Social Function.

Executed by the parties as of the ____ day of _____.

MEMBER:

Witness Signature

By:

Signature

Windham Meadows II Condo Association

By:

Print Name

Association Signature