

INDEMNIFICATION AGREEMENT

This Indemnification Agreement ("Agreement"), made effective as of the date last signed below, is entered into by and between Claridge Pointe Homeowners Association ("Association") and _____ ("Owner"). Association and Owner agree to the following terms, conditions and covenants:

1. Owner owns certain real property more particularly described in Exhibit "A" attached hereto ("Property").

2. All provisions hereof shall be deemed to run with the land as covenants running with the land or as equitable servitudes, as the case may be, and as liens, and shall constitute benefits and burdens to Owner and its assigns and to all persons hereafter acquiring or owning any interest in the Property, however such interest may be obtained. Owner reserves all of its rights against any other party or entity and does not, by virtue of execution of this Agreement, waive any of his or her rights or remedies against other entities or individuals for any damages that may be sustained. This paragraph shall survive any termination of this Agreement.

3. Pursuant to Rule 2 of the Association's Rules and Regulations, Owner wishes to have a Tractor Trailer utilize the streets within the community and in consideration of the waiver of the prohibition of such use, shall execute this Agreement.

4. From now until the end of time, Owner, its heirs, successors and assigns, agrees to defend, indemnify and hold harmless Association, and/or its members, Board of Directors, agents, attorneys, community manager, successor and assigns from any and all claims and/or liability whatsoever and however asserted arising out of the Tractor Trailer using Association's streets at the sole request of, and benefit for, Owner, including without limitation any negligence alleged to have been committed by Owner and/or its vendor owning or using the Tractor Trailer, including, without limitation, any claim whatsoever, including, but not limited to any claims asserted by any other entity or person claiming any damages arising from the Tractor Trailer utilizing the street. Association, and/or its members, Board of Directors, attorneys, community manager, successor and assigns shall not be held liable or responsible for any claims of whatsoever nature or damages arising out of any use that is made of the streets. In the event any claim of whatsoever nature is asserted against Association, and/or its members, Board of Directors, agents, attorneys, community manager, successors and assignees, and Owner fails to defend, indemnify and/or hold harmless Association, its members, Board of Directors, agents, attorneys, community manager, successors and/or assigns for all costs and attorney's fees and/or damages incurred by the Association in defending itself against any such claim and/or in enforcing this Agreement. This paragraph shall survive any termination of this Agreement.

5. Should any action be commenced regarding a breach of this Indemnification Agreement, the prevailing party shall be entitled to all reasonable attorney's fees and costs. This paragraph shall survive any termination of this Agreement.

IN WITNESS WHEREOF, Association and Owner have executed this Agreement on the dates identified below.

[NOTARIES ON FOLLOWING PAGE]

ASSOCIATION

By: _____ Date: _____
_____, its President

[illegible]

On this ____ day of _____, 20__, personally appeared before me, _____, known to me or proved to me to be the person mentioned in the above and foregoing documents, and who acknowledged to me that s/he executed the same for the uses and purposes therein mentioned.

Notary Public

OWNER

By: _____ Date: _____

STATE OF NEVADA)
) ss:
COUNTY OF)

On this ____ day of _____, 20__, personally appeared before me, _____, known to me or proved to me to be the person mentioned in the above and foregoing documents, and who acknowledged to me that s/he executed the same for the uses and purposes therein mentioned.

Notary Public