

CENTRE STREET LOFTS COMMUNITY ASSOCIATION

AGREEMENT TO ASSUME RESPONSIBILITY FOR WINDOW LIMITER

Some of the windows in the building have a limiter installed in them, which is supposed to prevent the window from opening too far. Many of these limiters have failed, creating a risk of injury not only to the residents of the building, but also to pedestrians walking below them. This is especially true if the windows are left open during windy conditions.

The Association has provided notices and has sent e-blasts in an effort to get inside each unit to inspect these limiters.

The undersigned owner ('Owner') has chosen not to allow the Association into Owner's unit to inspect the limiter(s). The Association is agreeable to not inspecting the windows within Owner's unit, provided Owner assumes responsibility for the window limiter(s) by signing and returning this Agreement.

Accordingly, Owner hereby accepts the responsibility and risk of, and holds harmless the Association, its directors, officers, committee members, insurers, managing agents, and other agents (collectively the "Association Parties") concerning any accident, property damage, injury, or death that may arise in connection with, or may result from the window limiter(s) within Owner's unit. Owner further agrees to indemnify and defend the Association Parties against any and all claims, demands, causes of action, suits, costs, losses, damages, and liability arising out of or related to the window limiter(s) within Owner's unit. Owner, on Owner's own behalf and on behalf of my heirs, executors, and administrators further agrees to release and not make any claim against, sue, attach the property of, or prosecute any action against the Association Parties, or any of them, for any injury, death, or damage that may arise in connection with, or result from the window limiter(s) within Owner's unit.

I have read and fully understand the foregoing and the consequences of signing this agreement, and agree that in the event of any legal proceeding arising out of this agreement or the subject matter hereof, the prevailing party shall be entitled to recover its attorneys' fees and costs. In the event any term or provision contained in this agreement is deemed or held to be unenforceable, the same shall not be deemed a waiver of any other term or provision of this agreement. A facsimile or electronic signature (e.g., pdf) shall be deemed as effective as an original signature for all purposes.

Dated: _____

(Sign Name)

(Print Name)

(Centre Street Loft Unit Number)