

 RESORT  
MANAGEMENT  
Community Association Management

**WAIVER: UNLICENSED/UNINSURED**

Resort Management has been unable to verify proper licensing and/or insurance for \_\_\_\_\_ (the "Contractor").

Use of an unlicensed or uninsured contractor, professional, or other vendor to perform services for the Association poses risk and liability concerns for the Association. For example, if property damage occurs, the vendor may not have the means to reimburse the Association for damages caused. If an owner or other individual suffers an injury at the Association's property and the contractor has no insurance coverage; the Association may be denied coverage as many community association insurance policies exclude claims arising from unlicensed or uninsured contractors. Also, the Department of Business and Professional Regulation or other government agency may issue a cease and desist order to stop the work, and may take legal action against the Association to impose civil penalties for aiding and abetting unlicensed activities. Finally, if the Association hires an unlicensed contractor or professional and the work is not completed in accordance with state and local building codes, the Association may have to pay additional monies to have the work brought into compliance without any recourse against the contractor or professional.

Notwithstanding the forgoing, it is understood that \_\_\_\_\_ ("Association") has engaged or intend to engage the services of the Contractor. As agent for the Association, Resort Management is hereby directed to allow the Contractor to perform services for the Association and remit payment to the Contractor in accordance with any arrangements entered into by the Association. In consideration of the forgoing, the Association hereby waives and releases Resort Management, and the employees of Resort Management, for any and all rights, claims or causes of action of any kind whatsoever arising out the services provided by the Contractor. Additionally, the Association agrees to indemnify, defend, and hold harmless Resort Management, and employees of Resort Management, from all claims brought or actions filed, liability, loss, injury, damage, cost or expense, including reasonable attorney's fees, arising out of or related to services provided by the Contractor to the Association. The Association's duty to indemnify, defend and hold harmless Resort Management shall extend to all liability, loss, injury, damage, cost or expense arising from any claims or actions regardless of whether Resort Management is providing services to the Association at the time claim or action is brought. The Association's duty to indemnify, defend and hold harmless Resort Management shall be binding on all successors and assigns of the Association.

Executed by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_ of \_\_\_\_\_  
Title

Association Name

\_\_\_\_\_  
Date