

OAKMONT

IN THE VALLEY OF THE MOON

OAKMONT VILLAGE ASSOCIATION
ARCHITECTURAL COMMITTEE

GARAGE SALE AND ESTATE SALE **GENERAL WAIVER AND INDEMNITY**

By Homeowner In Favor of Oakmont Village Association

This General Waiver and Indemnity Agreement (“Agreement”) is executed by _____, the heir or person duly authorized to act on the behalf of the owner of the Property (as defined below) or the Property itself (hereinafter referred to as the “Owner”) in favor of Oakmont Village Association (“Association”) with reference to the below provisions and requirements. The Owner and Association shall be referred to herein individually as a “Party” and collectively as the “Parties”.

1. The Association is the governing body responsible for the management, operation and administration of the Architectural Guidelines and Standards (“Guidelines”) adopted by the Association’s Board of Directors (“Board”) with respect to the multiple common interest developments generally located in Santa Rosa, California 95409 in the County of Sonoma subject to the Association’s Guidelines and the Protective Restrictions (“CC&Rs”).

2. The Owner is the owner or person duly authorized to act on the behalf of the owner and of the property located at _____, Santa Rosa, California 95409 (the “Property”) which is subject to the Association’s Guidelines and their own individual owner’s association’s CC&Rs, both of which govern the Owner’s Property.

3. Pursuant to the Guidelines, the Owner has requested permission from the Association to conduct a garage/professional estate sale at the Owner’s Property on _____, 2020 (the “Sale”). As a condition of the Sale, the Association requires the Owner to execute this Agreement in addition to the Owner’s mandatory compliance with any rules set forth in the Guidelines or any other policy in effect for the Association.

4. In consideration of the Association permitting the Owner to conduct the Sale, the Owner, individually and on behalf of Owner and Owner’s heirs, assigns, tenants, partnerships, business entities, and their respective agents, servants, directors, officers, members, stockholders, employees, representatives, attorneys, partners, and successors hereby fully and unconditionally releases and forever discharges the Association and its assigns, partnerships, and business entities, and their respective agents, servants, directors, officers, members, employees, representatives, attorneys, managers, managing agents, partners, and successors (collectively, the “Released Parties”) from all liabilities, claims, damages, demands, losses, causes of action, costs, expenses, judgments and obligations, of any nature whatsoever, whether in law or equity, known or unknown, suspected or unsuspected, fixed or contingent (collectively, the “Claims”),

OAKMONT

IN THE VALLEY OF THE MOON

which the Owner, any Association member, any third party, or their above-mentioned representatives or successors now have or hereinafter may have against the Released Parties, arising or accruing at any time, including without limitation any Claims related to accidents, damage, injuries, financial losses or death to any individual or such individual's property arising out of or connected with the Sale including unsuspected, fixed or contingent (collectively, the "Claims"), which the Owner, any Association member, any third party, or their above-mentioned representatives or successors now have or hereinafter may have against the Released Parties, arising or accruing at any time, including without limitation any Claims related to accidents, damage, injuries, financial losses or death to any individual or such individual's property arising out of or connected with the Sale including, without limitation, traveling to or from, observing, attending or participating in or returning from the Sale.

5. As further consideration to the Association for permitting the Sale, Owner agrees to hold harmless, indemnify and defend Association and its officers, directors, agents, attorneys and representatives against all claims, demands, liability, lawsuits and expenses arising out of related to accidents, injuries, financial losses or death to any individual or such individual's property arising out of or connected with the Sale including, without limitation, traveling to or from, observing, attending or participating in or returning from the Sale. The obligation to defend and indemnify includes any claims, demands, liabilities lawsuits and expenses for injuries or damages contributed by the negligence or other misconduct of Association. The obligation to defend and indemnify shall remain in effect following expiration or termination of this Agreement.

6. This Agreement shall be binding upon and shall inure to the benefit of the Parties. Owner hereby further agrees and acknowledges that this Agreement shall only be applicable to the Sale, and any subsequent or future garage/professional estate sales shall require the execution of a new waiver and indemnity agreement in accordance with the Guidelines and the requirements set forth in same.

7. Neither this Agreement nor any of its provisions may be amended, altered, waived, or modified except by a writing executed by Association and Owner.

8. If any term, part, or provision of this Agreement is held by a court to be invalid, illegal, unenforceable, or otherwise in conflict with law, such term, part, or provision shall be inoperative and void insofar as it is in conflict with the law, but the validity and enforceability of the remaining parts, terms, or provisions shall not be affected and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be invalid.

9. In any action, motion, or proceeding between the Parties hereto to enforce the terms of this Agreement or to interpret its terms or meaning, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs of suit.

OAKMONT

IN THE VALLEY OF THE MOON

- 30. Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California.
- 11. The Owner acknowledges by signing this Agreement that the Owner has been afforded the opportunity to consult with independent legal counsel regarding the execution of this Agreement and the consequences of same.

Dated: _____, 2020

By _____
Homeowner or Person Duly Authorized
to Act on Homeowner's Behalf and/or on Behalf of
the Property

By 

Christel Antone
Architectural and Compliance, Oakmont Village Association