

SOLAR INSTALLER INDEMNITY AGREEMENT

Indemnified Party: East Lake Village Shores Community Association (“Association”)

Owner : _____

Address in ELVSCA: _____

Installer: _____

WHEREAS, the roofs of the units are the maintenance and repair responsibility of the Association;

WHEREAS, Owner desires to install solar panels on the roof of the unit in which Owner’s unit is located;

WHEREAS, pursuant to *Civil Code* §714.1, the Association requires that any installers of solar panels on the units roofs execute an indemnity agreement associated with their work;

Agreement:

Installer shall indemnify, defend and hold Association, and Association’s members, directors, officers, agents, and employees harmless from all injuries, damage to property, damage to roofing materials, adjacent roofing materials or any other property over which the Association has maintenance obligations, any damage to common areas, claims, liens, suits, obligations, liabilities, losses, demands, and expenses, including attorney’s fees (hereinafter “Claims”) which in any way arise from, are asserted by, relate to, or result from (i) Installer’s installation of a solar energy system on the roof above Owner’s unit and/or the work performed, or failed to be performed, for Owner, and any fault, negligence, or wrongdoing of the Installer, its agents, employees, sub-Installers, or any other persons acting under the direction or control of Installer in the performance or failure of performance of the work, and (ii) the use and maintenance of the solar energy system. This indemnity provision applies regardless of any active or passive negligent act or omission of a party to be indemnified hereunder. If requested by Association, Installer will undertake to provide the defense of any such actions at law or in equity concerning the matters herein above described, or Association may defend such actions with attorneys of its choice at Installer’s expense, which Installer shall forthwith pay upon demand. Association agrees to reasonably cooperate with Installer (at no cost to Association) in connection with the defense of any such actions.

Dated: _____, 20__ _____
(Owner)

Dated: _____, 20__ _____
(Installer)

[Signatures continued next page]

EAST LAKE VILLAGES SHORES
COMMUNITY ASSOCIATION, a
California nonprofit mutual benefit corporation

Dated: _____, 20__

Signature

Officer Position

Print Name

Dated: _____, 20__

Signature

Officer Position

Print Name