

**Carriage Homes of Foxridge
Deck/Cement Patio
Homeowners Responsibilities/Indemnification Form**

- A. Name and Address of Contractor.
- B. Contractor to provide Windsor Development, American Community Management, Inc., and Carriage Homes of Foxridge Homeowners Association with a certificate of insurance showing \$500,000 in liability insurance, workers comp. insurance and Windsor Development and American Community Management, Inc. listed as additional insured.
- C. \$1000.00 cash bond posted by homeowners prior to construction of the deck and cement patio. This is to guaranty that no damage is caused to the common elements or underground utilities.
- D. If the building has been landscaped, \$1000.00 cash bond will also guaranty replacement of shrubs and insurance that if any of the landscaping has been relocated, then the bond will be held one year.
- E. Homeowner is responsible for all building permits and inspections required by the Village.
- F. Homeowner is responsible for getting utilities J.U.L.I.E. (D).
- G. Homeowner is responsible to have deck or cement patio built per deck plans and specifications prepared by Windsor Developments architect and the Carriage Homes of Foxridge Homeowners Association.
- H. Homeowner and Homeowner's subcontractor need to tender a statement to Windsor Development and American Community Management, Inc., The letter should state that both the Homeowner and the Subcontractor:
- Agree to hold Windsor Development Corporation, American Community Management, Inc., and the Carriage Homes of Foxridge Homeowners Association harmless in the event of any injury, theft, or any other mishap relating to the deck or cement patio construction.
 - Understand that deck or cement patio construction can only take place Monday – Friday from 7 am - 5 pm and Saturday from 9 am - 5 pm.
 - Subcontractor must tender paid invoice showing labor and material has been prepaid.
 - Subcontractor must tender lien waivers for material and labor prior to deck or cement patio construction.

- Subcontractor must tender a statement waiving any and all lien rights and any other legal recourse against Windsor Development Corporation, American Community Management, Inc., and Carriage Homes of Foxridge Homeowners Association.

I. Work to be completed, start to finish within 7 calendar days.

Each undersigned party agrees to be individually liable for all of the afore mentioned. We further agree no construction will commence without written notice by Windsor Development Corporation, American Community Management, Inc., and The Carriage Homes of Foxridge Homeowner's Association.

Homeowner

Subcontractor

Indemnification Agreement

The undersigned hereby agrees to indemnify, hold harmless and defend Windsor Development Corporation, American Community Management and the Carriage Homes of Foxridge Homeowners Association from any and all liability, damages, costs, loss, expenses and attorney's fees which they may incur, suffer or be required to pay by reason of or in consequence of bodily injury, death, property damage or other losses arising out of the undersigned's negligent acts, errors or omissions or misfeasance, or breach of this agreement or on the part of any supplier subcontractor or other that the undersigned may permit to perform work at the request of or with the knowledge of the undersigned.

Date _____

_____ Homeowner

_____ Subcontractor