

**Forrestal Village Community Services Association, Inc.
Homeowner Generator Indemnification Agreement**

This Agreement, made on _____, 20___, between Forrestal Village Community Services Association, Inc. (“Association”) whose address is the Smith House, 400 Sayre Drive, Princeton, NJ 08540 and _____ (individually or collectively, “Owner”), who own[s] a lot and home within the Forrestal Village community and whose address is _____.

WHEREAS, the Association is responsible for the governance and administration of the Forrestal Village Community; and

WHEREAS, the Owner wishes to install, maintain and use a generator on their lot; and

WHEREAS, the Owner acknowledges that Resolution PR-54 of the Association governs the installation of such generators;

NOW THEREFORE, in consideration of \$1.00 and the approval of the Association to install the generator, the Owner hereby agrees as follows:

1. The Owner agrees to indemnify and hold harmless the Association from liability for any damages or loss that occurs during, or in connection with the installation, storage, use or maintenance of Owner’s generator and to completely restore to original condition any damage caused by such storage, use or maintenance regardless of whether the damage is to his or her unit, a neighboring unit or the common property of the Association.
2. The Owner agrees to defend against any claims brought or action filed against the Association with respect to the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed and no matter who files them.
3. The Owner agrees that if the Association, in enforcement of any part of this indemnity agreement, incurs expenses or becomes obligated to pay attorney’s fees or court costs, the Owner will reimburse the Association for such expenses, attorneys’

fees, or costs within thirty (30) days after receiving written notice from the Association of the incurring of such expenses, costs or obligations.

4. In the event the Owner fails to make payment within thirty (30) days of any amount due in accordance with this agreement, Owner agrees that any balance due shall be assessed to the unit and maybe collected in the same matter as the collection of delinquent assessments including but not limited to recording a lien and foreclosure of the lien and/or a lawsuit for a personal judgment against owner.
5. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.
6. The Owner(s) have read, understand and agree to the terms of PR-54 which is incorporated herein by reference. The terms and conditions of this Agreement may not be altered, amended, or deviated from by the Owner or Tenant, if any, without the prior written consent of the Association.

IN WITNESS WHEREOF, the Owner has executed this Agreement on the date shown above:

Forrestal Village Community Services Association, Inc.

Owner

By: _____, President

_____, Owner

Owner