

THE RETREAT AT SEABRANCH HOMEOWNERS ASSOCIATION, INC.
GOLF CART INDEMNIFICATION AGREEMENT

This Agreement is made this _____ day of _____, _____, by and between _____, hereafter called "Owner(s)" and The Retreat at Seabbranch Homeowners Association, Inc., hereafter called "Association".

Owner(s) has requested and Association has agreed to permit Owner(s), Owners(s)' guests, invitees and licensees, to operate a Gold Cart on Retreat at Seabbranch private, common area property. Such vehicle has been registered with the Association, and a description thereof is attached as Exhibit "A" hereto.

In consideration for Association's approval and permission to operate a Golf Cart on Retreat at Seabbranch private, common area property, and other good and valuable consideration, Owner(s) agrees as follows:

1. That Owner(s), his successors, heirs and assigns, does hereby hold harmless and indemnify, the Association, its officers, directors, employees, and agents, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the operation by Owner(s), Owner(s)' guests, invitees and licensees, of such Golf Cart on Retreat at Seabbranch property, including any such claim damage, or loss or expense attributable to bodily injury, sickness, death and injury to persons or destruction of tangible property, which is caused in whole or in part by Owners(s), Owners(s)' guests, invitees and licensees operation of such Golf Cart. Owner's liability under the above indemnification shall be limited to one million dollars (\$1,000,000.00 per occurrence. Owner(s) further agrees to carry liability insurance with a minimum coverage limit of not less than one million dollars (\$1,000,000.00) per occurrence on the ownership, operation and use of the Golf Cart.
2. This document may be recorded in the Public Records of Martin County, Florida, by either party.
3. In any action to enforce the terms of this Agreement, which action will be venued in Martin County, Florida, the prevailing party will be entitled to collect its reasonable attorney fees and costs incurred in such enforcement action.

WITNESSES:

RETREAT AT SEABRANCH HOA, INC.

Witness Signature

By: _____
President

Witness Printed Name

Witness Signature

Witness Printed Name

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me the ____ day of _____,
_____, by _____, as President of The Retreat at Seabranh
Homeowners Association, Inc., [] who is personally known to me or [] who has produced
identification in the form of _____.

NOTARY PUBLIC
NOTARY STAMP

WITNESSES:

Witness Signature

Printed Name of Owner

Witness Printed Name

Witness Signature

Printed Name of Owner

Witness Printed Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me the ____ day of _____,
_____, by _____, as President of The Retreat at Seabranh
Homeowners Association, Inc., [] who is personally known to me or [] who has produced
identification in the form of _____.

NOTARY PUBLIC
NOTARY STAMP