

PREPARED BY:  
KEY VISTA SINGLE FAMILY  
HOMEOWNERS ASSOCIATION, INC.

## INDEMNITY AGREEMENT

INDEMNITY AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, by and between \_\_\_\_\_, owner(s), hereinafter called "INDEMNITOR", and KEY VISTA SINGLE FAMILY HOMEOWNERS ASSOCIATION, INC., a Florida corporation, and KEY VISTA MASTER ASSOCIATION, INC., a Florida corporation, hereinafter collectively called "INDEMNITEES."

In consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

### I. SCOPE OF INDEMNITY

INDEMNITOR undertakes to indemnify INDEMNITEES and hereby agrees that INDEMNITOR shall forever defend and indemnify INDEMNITEES and hold INDEMNITEES harmless from and against any and all injuries, losses, claims, actions, damages, liabilities and expenses (including attorneys' fees and court costs) to persons or property arising from any and all obligation, liability or responsibility under the laws of the State of Florida, and any other state of the United States, and of the United States of America, arising out of said claims or action, including all damages, losses, costs, charges and expenses resulting directly or indirectly, as a result of, and due to the fact that the INDEMNITOR has placed "pavers", paint, or otherwise altered the sidewalk and driveway apron in front of INDEMNITOR's respective Lot within Key Vista, Pasco County, Florida.

### II. PERIOD COVERED

This indemnity and hold harmless shall remain in place for as long as the pavers, paint or other alterations to the sidewalk and driveway apron in front of the INDEMNITOR's property remain in place.

### III. INDEMNITEES COVERED BY AGREEMENT

INDEMNITEE, KEY VISTA SINGLE FAMILY HOMEOWNERS ASSOCIATION, INC., hereby executes this Indemnity Agreement acknowledging the obligation of INDEMNITOR to both KEY VISTA SINGLE FAMILY HOMEOWNERS ASSOCIATION, INC. and also CO-INDEMNITEE, KEY VISTA MASTER ASSOCIATION, INC.

**IV. EXPENSES, ATTORNEYS' FEES, AND COSTS**

Should it become necessary for purposes of resisting, adjusting, or compromising any claims or demands arising out of the subject matter with respect to which indemnification is provided by this Agreement, or for purposes of enforcing this Agreement, for INDEMNITEE to incur any expenses, or become obligated to pay any attorneys' fees or court costs, INDEMNITOR agrees to reimburse INDEMNITEE for such expenses, attorneys' fees, or costs within a reasonable time, in no event to exceed fifteen (15) days, after receiving written notice from INDEMNITEE of the incurring of such expenses, attorneys' fees, or costs.

**V. BINDING EFFECT**

The terms of this Indemnity Agreement shall bind and inure to the benefit of the parties and their heirs, legal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

Signed, Sealed and Delivered  
in the Presence of Two Witnesses  
for Each Owner:

INDEMNITOR/OWNER:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
Witness Printed Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Printed Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
Witness Printed Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Printed Name

STATE OF FLORIDA        )  
                                  ) SS:  
COUNTY OF \_\_\_\_\_)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

\_\_\_\_\_ and \_\_\_\_\_, well known to me to be the person(s) described in and who executed the foregoing instrument and he/she/they acknowledged before me that he/she/they executed same in the presence of two subscribing witnesses freely and voluntarily.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

INDEMNITEE:

KEY VISTA SINGLE FAMILY HOMEOWNERS  
ASSOCIATION, INC.

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Authorized Agent