

OLD WORLD OWNERS ASSOCIATION

**RELEASE FROM LIABILITY AND INDEMNITY AGREEMENT
CONCERNING USE OF ASSOCIATION FACILITIES**

This RELEASE FROM LIABILITY AND INDEMNITY AGREEMENT (“AGREEMENT”) is made and entered into effective _____, 20__, by and between (i) Old World Owners, a California nonprofit mutual benefit corporation (“ASSOCIATION”), and (ii) _____ (whose address is _____, California _____), including its employees, managers, agents, officers, directors, partners, members, volunteers, or any other persons acting on its behalf or pursuant to its instructions (hereinafter collectively referred to as “APPLICANT”).

RECITALS

A. APPLICANT desires to use ASSOCIATION’s common area walkways in between units and the parking lot area and related common area property and facilities (collectively, the “Facilities”), located within the Old World Owners Association project, for the purpose of _____ within the Facilities for that purpose on _____, _____, 20__, between the hours of _____ a.m. and _____ p.m. (collectively, the “Activities”); and

B. ASSOCIATION owns and manages the Facilities; and

C. APPLICANT requests use of the ASSOCIATION’s Facilities in order to conduct the Activities; and

D. ASSOCIATION is willing to permit APPLICANT nonexclusive use of the Facilities for the purpose of conducting the Activities, subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration for being permitted to use the Facilities to conduct the Activities, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, ASSOCIATION and APPLICANT hereby agree as follows:

1. Nature of Relationship. It is hereby declared to be the express intention of APPLICANT and ASSOCIATION that the relationship created hereby between ASSOCIATION and APPLICANT by this Agreement is neither that of an independent contractor nor that of an employee. Rather, no relationship exists between ASSOCIATION and APPLICANT other than that APPLICANT's Activities shall be conducted at the Facilities. Thus, APPLICANT's employees, agents, or volunteers shall not be deemed employees, agents or volunteers of ASSOCIATION. Because the Activities shall not be sponsored, maintained, or operated by ASSOCIATION, such Activities shall be independent, distinct, and separate from ASSOCIATION, and shall be maintained and operated fully by APPLICANT.

2. Labor and Helpers. APPLICANT may hire or retain any labor required incidental to the Activities. Persons APPLICANT employs who perform such labor shall be under the sole control, direction, and supervision of APPLICANT. APPLICANT shall be responsible for the selection, hiring, firing, supervision, assignment, direction, setting of wages, hours and working conditions for APPLICANT's employees and agents, if any. ASSOCIATION shall have no authority with respect to the employment relationship between APPLICANT and APPLICANT's employees, including, but not limited to, hiring, firing, disciplining, directing, supervising, and setting wages and working conditions. ASSOCIATION shall have no responsibility for worker's compensation and other insurance for the benefit or protection of APPLICANT, APPLICANT's employees and/or agents. Further, ASSOCIATION shall not be responsible for the wages and expenses of

APPLICANT's employees or any other aspect of the employment relationship between APPLICANT and APPLICANT's employees. APPLICANT agrees to assume all responsibility for the payment and deduction of all State and Federal taxes, unemployment insurance and Social Security benefits for APPLICANT and all persons employed by APPLICANT or for the performance of the Activities. Further, APPLICANT shall indemnify, save and hold harmless ASSOCIATION from any and all liability ASSOCIATION may incur by APPLICANT's failure to comply with this Paragraph.

3. Responsibility for Expenses. All expenses concerning or incidental to APPLICANT's, or any other person or entity's, performance of the Activities shall be borne solely by APPLICANT or such other person or entity. ASSOCIATION shall not be responsible for any costs or expenses related to the Activities.

4. Special Equipment. APPLICANT shall be responsible for setting up any special equipment needed to conduct the Activities and shall be responsible for promptly removing such equipment at the conclusion of the Activities at the end of the day. APPLICANT shall place appropriate equipment or materials under each vehicle parked at the Facilities to ensure no fluids from any of the vehicles leaks or is otherwise discharged in any manner on any portion of the Facilities.

5. Inspection of Facilities. APPLICANT shall be responsible to inspect the Facilities prior to use and identify any potentially dangerous conditions that may be present and report same to ASSOCIATION. ASSOCIATION shall not have any duty to inspect the Facilities prior to APPLICANT conducting the Activities, or at any time during the term of this Agreement. APPLICANT shall be responsible for properly and clearly marking any observed dangerous conditions and ensuring that none of the Activities are conducted in the proximity of such dangerous conditions and that all participants in the Activities are kept away from such dangerous conditions. APPLICANT acknowledges and agrees that ASSOCIATION shall not be responsible for inspecting the Facilities or identifying any potentially dangerous conditions prior to APPLICANT conducting any of the Activities thereon. Upon being notified of any dangerous conditions at the Facilities, ASSOCIATION, in its discretion, may make appropriate repairs, require APPLICANT to mark the dangerous condition and take steps to ensure no Activities are conducted in the proximity thereof, or close-off the portion of the Facilities where the dangerous condition exists.

6. Use of Facilities. APPLICANT is authorized to use the Facilities on _____, between the hours of _____ a.m. and _____ p.m., unless ASSOCIATION otherwise notifies APPLICANT. APPLICANT agrees and understands that the permission granted hereunder to use the Facilities is nonexclusive and that ASSOCIATION's members, their guests, tenants, and invitees, and other persons have a concurrent right to use the Facilities. At all times when preparing to conduct the Activities, when conducting the Activities, and when ceasing the Activities (e.g., any work needed to remove any personnel, equipment, and materials used in connection with the Activities), APPLICANT shall not unreasonably interfere with, impede, or obstruct any vehicle or pedestrian traffic on any of the roadways in the Community, except as authorized in writing by ASSOCIATION. This Agreement shall not be construed as authorization for APPLICANT to use any property ASSOCIATION does not own.

7. Scheduling Conflicts. ASSOCIATION shall coordinate long range and short-term (i.e., last minute) scheduling changes as reasonably necessary. ASSOCIATION shall, if reasonably possible, provide a minimum of three (3) days advance notice to APPLICANT prior to cancellation of any of the Activities for any particular day or series of days.

8. Compensation. APPLICANT understands and agrees that ASSOCIATION shall not be responsible for making, or in any manner obligated to make, any payment to APPLICANT or any other person or entity participating in or involved with the Activities.

9. Clean-up and Maintenance. APPLICANT shall remove and clean-up on a daily and in a reasonable fashion all debris, materials, trash, and rubbish created by, or arising from, the Activities, APPLICANT and the participants' use of the Facilities, and APPLICANT's operations. If APPLICANT fails to comply with its responsibilities hereunder, ASSOCIATION may, but is not obligated to, clean-up the Facilities and APPLICANT shall be responsible to reimburse ASSOCIATION for the costs thereof, which may be deducted from APPLICANT's deposit provided hereunder (if available); otherwise, APPLICANT shall make payment to ASSOCIATION within ten (10) days after tender of written demand for reimbursement.

10. Damage To Facilities or Other ASSOCIATION Property. All damage to or destruction of any portion of the Facilities or any other real or personal property resulting or arising from the Activities, the acts of APPLICANT's employees or agents, or the participants in the Activities, shall be promptly repaired or replaced by APPLICANT at APPLICANT's own cost, and such repairs or replacements shall be made to the reasonable satisfaction of ASSOCIATION. Alternatively, ASSOCIATION, in its sole discretion, may undertake reasonable action to repair or replace such damaged real or personal property, and APPLICANT shall make payment to ASSOCIATION for such costs within ten (10) days after tender of written demand for reimbursement.

12. Insurance. Prior to the event, Applicant shall carry General Liability Insurance, Automobile Insurance and Workers' Compensation Insurance at levels of insurance specified below. As evidence of insurance coverage, Applicant shall deliver certificates of insurance issued by Applicant's insurance carrier showing such policies in force during the term of this Contract, **(a) Commercial General Liability Insurance policy, in form acceptable to Associations, including an endorsement naming Association and Association's committee members, directors, officers, employees, managing agents, and representatives as Additional Insured's, including Premises/Operations, Products/Completed Operations coverage, a Waiver of Subrogation, and which endorsements provide that the insurance coverage is Primary and any insurance or self-insurance maintained by the Additional Insured's is Excess and Noncontributing, (b) Auto Liability Insurance and (c) Workers' Compensation Insurance policy,** including Employers Liability, APPLICANT shall, upon request by ASSOCIATION, deliver to ASSOCIATION copies of the policies of insurance. Each certificate of insurance and endorsement shall provide that such policy shall not be subject to cancellation or non-renewal without ten (10) days prior written notice delivered to ASSOCIATION. Any interruption or cancellation of the insurances required by this paragraph shall be grounds for the immediate revocation of ASSOCIATION's permission for APPLICANT's use the Facilities.

(a) General Liability Insurance. Applicant shall maintain Comprehensive or Commercial General Liability Insurance on an "occurrence" basis with a Combined Single Limit of at least \$1,000,000 each Occurrence, or limit carried, whichever is greater with coverage for Premises/Operations and Products/Completed Operations coverage, subcontracted operations, independent professionals, contractual liability, broad form property damage, separation of insured's, severability of interest and cross-liability clauses, and personal injury. Such insurance must state that there are no exclusions applicable to condominium projects or homeowner associations, and shall be as follows:

\$1,000,000 Per Occurrence
\$1,000,000 Personal & Advertising Injury
\$2,000,000 General Aggregate
\$2,000,000 Products & Completed Operations
\$ 50,000 Fire Damage
\$ 5,000 Medical Expense
\$5,000,000 Liquor Liability (if alcohol is being served)

(b) Automobile Liability Insurance. Applicant shall maintain Any Auto or Owned, Hired and Non-Owned automobile insurance covering all automobiles, trucks and other motor vehicles utilized in

connection with Applicant's performance of the Work in connection with this contract. Applicant shall maintain such coverage with minimum limits of \$1,000,000, or limit carried, whichever is greater.

\$1,000,000 Combined Single Limit

(c). Workers' Compensation Insurance. Applicant shall maintain Workers' Compensation Insurance, including Employer's Liability with minimum limits of \$1,000,000 each accident/\$1,000,000 Disease Policy Limit/\$1,000,000 Disease, Each Employee for all persons whom it employs in carrying out activities under this Contract. Such insurance shall be in strict conformance with the requirements of the most current and applicable Worker's Compensation Laws in effect during the term of this Contract.

\$1,000,000 Each Accident
\$1,000,000 Disease, Policy Limit
\$1,000,000 Disease, Each Employee

All policies required by this Contract shall be written by insurance carriers authorized to do business in California, which carriers are rated no less than "B+" and are financially rated no less than "VIII" by the most recent edition of Best's Key Rating Guide, and are otherwise reasonably satisfactory to Association. Self-insurance of any coverage, or part thereof, including the insurance deductible, is acceptable only upon written consent of Association after proof of Contractor's financial ability respecting such self-insured portion. Contractor shall be fully and solely responsible for any deductible applicable under any insurance policy required hereunder. Nothing contained in these insurance requirements is to be construed as limiting the type, quality, or quantity of insurance Contractor should maintain or the extent of Contractor's responsibility or liability for payment of damages resulting from its operations under this Contract.

13. Release of Claims. APPLICANT, for itself, and its directors, officers, employees, agents, volunteers, and all participants in APPLICANT's group that will use the Facilities (collectively, "Releasers"), hereby releases and forever discharges ASSOCIATION and its directors, officers, members, managing agents, employees, attorneys, insurers, representatives, agents, and any and all other persons acting on its behalf or at its request (hereinafter "Released Parties"), from all manner of actions, suits, liens, lawsuits, debts, dues, obligations, damages, claims, and demands of every nature, kind, and description whatsoever, whether known or unknown, and whether suspected or unsuspected, which APPLICANT or any of the Releasers ever had, now has, or hereafter shall or may have, against any of the said Released Parties directly or indirectly arising out of or connected with any of the Releasers' use of the Facilities, the Activities conducted at the Facilities, and/or any of the Releasers traveling to or from the Facilities. APPLICANT hereby expressly waives all rights it has or may have under Section 1542 of the Civil Code of California and similar laws of any state or territory of the United States or other jurisdictions. Section 1542 of the Civil Code of California provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH, IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

14. Indemnity. APPLICANT and APPLICANT's group are responsible for any injury, death, or damage to property that may arise out of the Activities and/or APPLICANT's use of the Facilities and/or any other person or entity's use of the Facilities in connection with any of APPLICANT's Activities conducted at the Facilities. APPLICANT agrees to, and shall, indemnify, defend, and hold harmless ASSOCIATION, its directors, officers, committee members, managing agents, employees, partners, shareholders, members, authorized agents, representatives, successors and assigns (collectively, the "*Association Indemnified Parties*") from and against any and all liabilities, claims, demands, causes of action, settlements, administrative

orders, judgments, damages, costs and expenses, including, but not limited to, attorney's fees and investigative costs (collectively, "**Claims**"), including Claims regarding personal injury, death, wrongful death, or property damage, sustained or alleged to have been sustained by Association or any entity or person, and regardless of the merit of such Claims, arising from or in connection with APPLICANT's use of the Facilities and/or any other person or entity's use (whether or not authorized or contemplated by APPLICANT) of the Facilities in connection with any of Activities conducted at the Facilities. This indemnification shall include Claims resulting from or alleged to result from either active or passive negligence of any Association Indemnified Party, but shall not apply to Claims determined by a court of competent jurisdiction to have arisen from the sole negligence or willful misconduct of any Association Indemnified Party. Each Association Indemnified Party shall have the right to participate in the defense of any Claim against it that is covered by APPLICANT's obligations hereunder, including the right to retain its own legal counsel of its choice, and settle any claim, demand, suit or proceeding against the Association Indemnified Party without Applicant's consent. APPLICANT 's indemnification obligations hereunder shall not be limited in duration or amount. APPLICANT 's obligations hereunder shall survive the expiration or termination of this agreement and until such time as action against any of the Association Indemnified Parties on account of any such Claim is barred by the applicable statute of limitations.

15. Term. This Agreement shall remain in force and effect from its effective date for as long as APPLICANT shall conduct any of the Activities at the Facilities, or unless earlier terminated by ASSOCIATION; but, in no event shall the above indemnity rights under Paragraph 14 be affected by this Paragraph. ASSOCIATION may terminate this Agreement and withdraw its permission for APPLICANT to conduct the Activities at the Facilities at any time, with or without cause.

16. Compliance with Applicable Laws. APPLICANT is responsible for compliance with all applicable Federal, State, and Municipal laws, statutes, and regulations that may apply to APPLICANT's performance of the Activities. Further, APPLICANT shall indemnify, defend, save and hold harmless ASSOCIATION, its directors, officers, members, and managing agents, from any and all liability any of them may incur due to APPLICANT's failure to abide by any applicable law, statute, ordinance or regulation.

17. Compliance with Rules. APPLICANT shall further be responsible for compliance by its employees, agents, and representatives, and compliance by participants in the Activities, with all applicable present and future ASSOCIATION policies, rules, regulations, and restrictions (hereinafter "the Rules") governing the use and conduct at the Facilities. APPLICANT hereby acknowledges receipt and review of a copy of the Rules. APPLICANT's failure to comply with same following a five (5) day notice and opportunity to cure, shall be cause for immediate termination of APPLICANT's permission to use the Facilities.

18. Environmental Compliance. APPLICANT's use of the Facilities shall be subject to the following:

- (a) Definition of Hazardous Materials. For purposes of this Agreement, the term "Hazardous Material" includes (i) any matter or substance defined as a "hazardous material," "hazardous waste," "hazardous substance," "toxic waste," "toxic material" or "toxic substance" in Section 25501 (o) of California Health and Safety Code, the Occupational Safety and Health Act (OSHA) or any other applicable federal, state or local statute, regulation, rule or ordinance or by the Environmental Protection Agency (EPA) or any other applicable federal, state or local governmental agency, unless APPLICANT establishes, to the written satisfaction of ASSOCIATION, that because of the quantity, concentration or physical or chemical characteristics of such substance or matter, such substance or matter does not pose a present or potential hazard to human health and safety or to the environment; (ii) any substance or matter which results in liability to any person or entity from exposure to such substance or matter under any statutory or common law theory; and (iii) any substance or matter which is in excess of relevant and appropriate levels set forth in any applicable

federal, state or local law or regulation pertaining to any hazardous or toxic substance, material or waste, or for which any applicable federal, state or local agency orders or otherwise requires removal, treatment or remediation.

- (b) Use of Hazardous Materials. APPLICANT shall not cause or permit any Hazardous Materials to be brought upon, stored, used, generated, released into the environment or disposed of on, under, from or about any property within the Community or any other property maintained by the ASSOCIATION (which shall include, but is not limited to, subsurface soil and ground water), without ASSOCIATION's prior written consent. ASSOCIATION may, in its sole discretion, place such conditions as ASSOCIATION deems appropriate with respect to such Hazardous Materials, and may further require that APPLICANT demonstrate to ASSOCIATION that such Hazardous Materials are necessary to APPLICANT 's use of the Facilities and will be generated, stored, used, and disposed of in a manner that complies with all applicable laws regulating such Hazardous Materials and with good business practices, including, without limitation, the placement of notices with respect to any substances used by APPLICANT within the Community that are listed by the California Health and Welfare Agency pursuant to Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65).

Notwithstanding the foregoing, Contractor shall be permitted to bring into the project site any Hazardous Materials that are in an amount and of a nature reasonably necessary and customarily used in connection with the Work.

19. Integration. This Agreement contains the entire Agreement between ASSOCIATION and APPLICANT and supersedes all prior and contemporaneous oral and written agreements, understandings, and representations between the Parties. No amendments to this Agreement shall be binding unless executed in writing by all of the Parties herein.

20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

21. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

22. Notices. Any notice required by this Agreement shall be effective only if sent by certified or registered mail, return receipt requested, postage prepaid as follows:

"ASSOCIATION" Board of Directors
Old World Owners Association
c/o Millennium Community Management, LLC
1900 East Warner Avenue, Suite 1P
Santa Ana, California 92705

"APPLICANT" _____

For purposes of determining compliance with time limits in this Agreement, a notice shall be deemed to have been duly given on the next business day after mailing, if mailed to the party to whom notice is to be

given in the manner provided in this Paragraph. Either party may, at any time, change its address designated above by giving to the other party thirty (30) days' written notice of the new address to be used for the purposes of this Paragraph.

23. Assignability. Applicant may not assign any of the rights, duties, or obligations hereunder without ASSOCIATION's prior written consent.

24. Attorneys' Fees. If either party becomes involved in arbitration or litigation arising out of this Agreement or the performance of the Activities, the court or tribunal in such litigation or arbitration, or in a separate suit, may award reasonable costs and expenses of arbitration and litigation to the prevailing party, including expert witness fees and reasonable attorneys' fees.

25. Capacity to Execute. The individuals that have signed this Agreement represent that they have been authorized to sign this Agreement on behalf of the respective party and that they have authority to execute documents on behalf of the respective party.

IN WITNESS WHEREOF, the Parties to this Agreement have duly executed it on the day and year set forth below, and this Agreement shall be effective as of the day and year first above written.

APPLICANT

Dated: _____

By: _____

Its: _____

Dated: _____

By: _____

Its: _____

ASSOCIATION

OLD WORLD OWNERS ASSOCIATION
a California nonprofit mutual benefit corporation

Dated: _____

By: _____

Its: _____

Dated: _____

By: _____

Its: _____

Old World Owners Association

Common Area Event Conditions

Thank you for considering Old World Village to conduct your event. In order to ensure the safety, integrity and peace of the village, villagers and attendees we ask that each event coordinator provide the documentation, deposit and follow the requirements listed below. Preliminary approval may be given by the Old World Owners Association board of directors, but final approvals will not be given until all documentation is provided.

- Proper Permits and Licensing provided by the City of Huntington Beach. Including but not limited to: Business Licenses, Music Permits if applicable, Food Permits if applicable, etc. (Alcohol Sales, Distribution or Consumption in the Village common area is Strictly Prohibited.)
- \$1,000,000 liability insurance with Old World Owners Association named as Additional Insured to be provided by Event Sponsor.
- Indemnification Contract signed by authorized event sponsor or coordinator.
- Security. A minimum of Two (2) security guards for every event. The board may increase or decrease the number of security guards at their sole discretion for any reason at any time. Must use Vigilantz security only to utilize your security, 951-567-1926, email dnguyen@vigilantzsecurity.com. A copy of proof Vigilantz was hired and paid for the event is required to be submitted along with application request. The board reserves the right to refuse event permits at any time for any reason at their sole discretion and the number of parking attendants based upon the event type.
- Designated Event Manager- The Event Manager must provide a cell phone number for Old World Coordinators to contact in case of any issues. The Manager will be responsible for the following:
 - o Managing and directing security guard on rules
 - o Coordinating with open businesses and receiving prior approval for any vendors or event related items in front of their business.
 - o Must direct the placement of booths, entertainment, vehicles, etc. on the day of the event as per board approved set up map.
 - o Must make sure all locations have proper temporary protection from oil or spillage (i.e. Cardboard under each vehicle or booth serving food)
 - o Ensure that no booths, entertainment, vehicles or any other items are in the way of ANY pathways or doorways. Residence need passage on every pathway in case of an emergency.
 - o At least 6' of clearance between display rows.
 - o Ensure all trash is removed from floors or bushes and all overflowing trash cans are emptied in main dumpsters located in each end of the parking lots.
- Trash and Clean-up plan. Large events (50+ displays or vendors) will require additional temporary trash receptacles.
- Refundable Deposit. Deposits will be used to reserve the date of the event and may be used to clean or repair any damage or cleanup caused as a result of the event. Unused funds will be fully refunded.

- Professional photography or video recording for profit is not allowed for events without additional forms and fees.
- Speaker system or megaphone or microphone must be present in case of emergency to make potential evacuation announcements.
- Number of vehicles and/or vendor booths must be provided 1 week prior to event, along with proposed placement map. If number of vendors or vehicles or other items can not fit with the village without obstructing pathways or store entries/exits, coordinators must either coordinate to reserve space in the parking lot with notices and cones or reduce the number of participants.
- Set up can begin no earlier than 8am and tear down cannot begin any later than 5pm. (case by case basis)
- All music, announcements or noise must not continue past 8PM.

Documentation Check List:

- _____ Food Permit (if applicable)
- _____ Live Music Permit (if applicable)
- _____ Liability Insurance showing OW as additionally insured
- _____ Security Contact Information
- _____ Event Coordinator Contact Information
- _____ Display and booth map
- _____ Indemnification Contract
- _____ \$500 Deposit (will be deposited) check reissued after event is cleared

Office Use:

- _____ Notifying the parking structure to open that day
- _____ Insurance was received
- _____ Payment was received
- _____ Proof of security hired was received