

## **Hold Harmless/Indemnification/Additional Insured Agreement**

This Indemnification, Hold Harmless and General Release Agreement (“Agreement”) is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between HORIZONS AT BONITA BAY CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation whose address is 4731 Bonita Bay Boulevard, Bonita Springs, Florida 34134 (the “Association”), and \_\_\_\_\_, whose address is \_\_\_\_\_ (the “Contractor”). For purposes of this Agreement, Association and Contractor shall collectively be referred to as the “Parties” or singularly referred to as the “party”.

There

is a contractual agreement between the parties setting forth the scope of services which are incorporated by reference herein and attached hereto as Exhibit “B”

is not a contractual agreement between the parties. Contractor desires to provide the following services to the Association (the “Services”):

WITNESSETH:

That for and in consideration of the mutual promises and covenants herein contained, the Contractor and Association agree as follows:

This agreement will follow the same provisions set forth in all other applicable agreements. To the extent such provisions differ or conflict, the provisions of this agreement shall take precedent and supersede and replace all other previous agreements or commitments between the Contractor and Association.

To the fullest extent permitted by law, the Contractor agrees for itself and its parent, subsidiary and affiliated companies and their respective principals, agents, officers, directors, employees, assigns and insurers to indemnify, defend and hold harmless Association, Association’s principals, and affiliated companies and their respective agents, officers, directors, employees and assigns (“Indemnities”) from and against any and all liabilities, claims, losses, damages, penalties, costs or expenses (including but not limited to court costs and reasonable attorney’s fees) for damage to property of whatsoever kind or nature or injury to persons (including, but not limited to death) arising out of, related to, due to or claimed to have arisen out of or been due to design, manufacture, delivery, installation, use, maintenance, repair, or operation of any part of all of the goods, material, and equipment, if any, supplied by Contractor, or the performance of the Contractor, its agents, independent contractors, Subcontractors, vendors, and each of their agents, officers, or employers, or any other of their operation, no matter by whom performed for or on behalf of Contractor.

In the event and to the extent that a claim is made by an employee of Contractor against an Indemnitee hereunder, the intent of this Agreement is that Contractor shall and hereby agrees to indemnify, defend and hold harmless Association, Association’s principals, and affiliated companies and each of their agents, officers, directors, employees and assigns to the same extent as if the claim was made by a non-employee of Contractor. Accordingly, in addition to the above provisions, and in order to render the parties’ intent and this Indemnity agreement fully enforceable, Contractor, in an indemnification claim hereunder, hereby expressly and without reservation waives any defense or immunity it may have under any applicable Worker’s Compensation Laws or any other statute or judicial decision disallowing or limiting such indemnification and consents to a cause of action for indemnity. Said waiver and consent to indemnification is made irrespective of and specifically waiving any defense or immunity under any statute or judicial decision disallowing or limiting such indemnification.

The Contractor shall be responsible for all costs, liens, and penalties caused by its failure to comply with all laws, codes, permit requirements, rules, orders, judgements, ordinances or provisions or any federal, state or local government authority in respect to work performed.

The Contractor shall provide to the Association defense and indemnification and status as an Additional Insured (ISO CG 20 10 & CG 20 26 or equivalent) on General Liability, Automobile Liability, Excess Liability and Worker’s Compensation Insurance which shall be primary and non-contributory to any insurance available to the Association and must not contain any Labor Law or Third-Party Action Over

exclusions. Contractor and its insurer shall waive all rights of subrogation against the Association and any other indemnified party. If Contractor engages a Sub-Contractor, it is the affirmative duty of the Contractor to ensure that any Sub-Contractor complies with the insurance and indemnification requirements of this Agreement.

The Contractor shall, at its own expense, obtain and maintain the insurance set forth in the schedule below for a period of at least (2) year(s) after the acceptance of the work or substantial completion of the project.

<b>Contractor's Minimum Limits of Liability Schedule</b>	
<b>General Liability:</b>	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate \$2,000,000 Products Completed Operations Aggregate
<b>Automobile Liability</b>	\$1,000,000 Combined Single Limit
<b>Excess Liability:</b>	\$5,000,000 General Aggregate

The Contractor shall be responsible and liable for all costs, disbursements and expenses including attorney fees, incurred by the "Association" as a result of the "Association" having to defend or take part in any action or proceeding which arises directly or indirectly from the acts or omissions of the Contractor.

The undersigned represents that he/she has the authority to bind the party indemnifying to this agreement and

In witness of the above, the Contractor and Association have signed this Agreement the date first written below.

Name of Company \_\_\_\_\_

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

Its: Position of Authority \_\_\_\_\_

Dated: \_\_\_\_\_

**HORIZONS AT BONITA BAY  
CONDOMINIUM ASSOCIATION, INC.:**

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

Its: \_\_\_\_\_ -President, Board of Directors

Dated: \_\_\_\_\_

**HORIZONS AT BONITA BAY  
CONDOMINIUM ASSOCIATION, INC.:**

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

Its: Anthony Reinglas -Resident Manager

Dated: \_\_\_\_\_