

HOMEOWNER'S RENTAL AGREEMENT FOR ALL RENTALS
EFFECTIVE DECEMBER 1, 2024, THROUGH DECEMBER 31, 2025

I, we, the owners of our unit ("owners") agree to indemnify and save Hunter Highlands Phase II Condominiums and its Board of Managers from any and all claims, suits, proceedings damages, judgments, costs and expenses, including reasonable attorneys' fees, arising from any and all acts of the tenant and/or tenant's agents, contractors, servants, employees, sub-lessees, customers, invitees or licensees in the aforesaid premises or the leased premises and from any condition of the aforesaid premises, or any building or buildings thereon, or any equipment, appliance, fixture or appurtenance thereon, or therein, or from their being out of repair or their not functioning properly, or resulting from any accident in, on or about the owner's premises, the buildings thereon or the leased premises and from any breach or default on the part of the tenant in the performance of any covenant or act on the part of the tenant to be performed pursuant to the terms of the lease or from any contractual obligation entered into by the unit owner. If any action or proceeding is brought against the Hunter Highlands Phase II Condominiums or its Board of Managers by reason of any such claims, suits, proceedings, judgments or damages, the unit owner, upon such notice from Hunter Highlands Phase II Condominiums or its Board of Managers, covenants and agrees to defend any such action or proceeding at its own cost and expense and to pay and satisfy any judgment entered against Hunter Highlands Phase II condominiums or its Board of Managers as a result thereof.

Hunter Highlands Phase II Condominiums and its Board of Managers shall not be liable for any injury or damage to persons or property resulting from falling plaster, steam, gas, electricity, water, rain or snow, which may leak from any part of said building or from the pipes, appliances or plumbing works of the same, or from the street or subsurface, or from any other place or dampness or any other cause of whatsoever nature. Unit owner, at all times, will indemnify and hold harmless Hunter Highlands Phase II Condominiums and its Board of Managers from all losses, damages and liabilities, and shall reimburse Hunter Highlands Phase II Condominiums and its Board of Managers, for all expenses, damages or fines incurred or suffered by them by reason of any breach, violation or non-performance by unit owner or unit owner's servants, employees, agents, visitors, renters or licensees of any covenant or provision of the lease, or by reason of damage to persons or property by reason of or arising out of the occupancy or use by renters of the demised premises, or any part of either thereof, or from any other cause due to the carelessness, negligence or improper conduct of the tenant or tenant's servants, employees, agents, visitors, renters or licensees, or consequence upon or arising from unit owner's failure to comply with the applicable laws, statutes, ordinances or regulations. Unit owner shall give immediate notice to Hunter Highlands Phase II Condominiums and its Board of Managers in case of any accidents or incidents giving rise to any such liability or damages.

The unit owner agrees to purchase liability insurance for the leased premises and the sidewalks adjoining the leased premises, with a minimum limit of One Million and 00/100 (\$1,000,000.00) Dollars for personal injuries per occurrence and One Million and 00/100 (\$1,000,000.00) Dollars for property damage per occurrence, and to include Hunter Highlands Phase II Condominiums and its Board of Managers, P.O. Box 322, Hunter, New York 12442, in all of said policies, must say dwelling rented to others and list us as an additional insured, on a primary non-contributory basis; and the unit owner further agrees to provide Hunter Highlands Phase II Condominiums and its Board of Managers with certificates of insurance evidencing the aforesaid coverages, which certificates of insurance shall be given to Hunter Highlands Phase II Condominiums and its Board of Managers within ten (10) days after the execution of this rental agreement, and thereafter during the term of said rental agreement, within

ten (10) days prior to the expiration of the aforesaid policies the unit owner shall supply Hunter Highlands Phase II Condominiums and its Board of Managers, a certificate of insurance evidencing the coverages aforesaid.

Unit owners must sign this rental agreement before renting their unit. There will be imposed a fine of Five Hundred and 00/100 (\$500.00) Dollars each day in the event a unit is rented without a signed rental agreement and proof of insurance, and the renter will be evicted.

The Board reminds unit owners that there is a maximum occupancy of four (4) persons permitted in a one (1) story unit, six (6) persons in a two (2) story unit, and eight (8) persons in a three (3) story unit, including children. All renters shall have no more than two (2) permitted vehicles to be parked on the premises. This information, along with House Rules, must be effectively communicated to all renters and kept in your units and managed by owners renting their units.

Homeowner: _____ Date: _____

Signature: _____

Unit No.: _____