



CLUB: _____ EVENT DATE: _____

NAME OF CONTRACTOR _____

PERFORMANCE RELEASE/HOLD HARMLESS

This Performance Release ("Agreement") is entered into this _____ day of _____, 20____ by _____ ("Performer"), in favor of Villaggio at Villages of Windsor Homeowners Association, Inc. (Association). There shall be no modification or alteration to this Agreement without the prior written consent of the Association. This Agreement constitutes the entire agreement among the Parties regarding the obligations specified hereunder.

WITNESSETH

WHEREAS, This Performance Release is the entity responsible for managing and operating at the Villaggio at Villages of Windsor Community ("the Community");

WHEREAS, Association periodically hires independent contractors to perform for the Community;

WHEREAS, Performer desires to be retained by Association as an independent contractor, and not as Association's employee, to perform certain defined services for the Community, and Association is willing to so retain Performer in this capacity, Performer shall be defined as the individual(s) required for Performer to provide said certain services;

WHEREAS, Performer has represented to Association that Performer either carries adequate insurance, including without limitation adequate worker's compensation insurance, or that Performer has voluntarily elected to not carry such insurance but has agreed to indemnify Association as provided herein, and Association has relied on Performer's representations and agreement regarding insurance and/or indemnification in deciding to retain Performer as an independent contractor to perform certain defined services at the Community;

WHEREAS, based on such reliance, Association has not waived any worker's compensation exemption for Performer, given Performer's status as an independent contractor, and Performer, accordingly, is not covered by Association's worker's compensation insurance;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Association's agreement to retain the services of Performer, the parties do hereby agree as follows:

1. The above recitals are true and correct, and are incorporated herein by reference as if fully restated herein.
2. Association shall provide Performer access to the Community in order for Performer to perform entertainment services ("Services") at the Community, as agreed between the Parties.
3. Performer shall perform the assigned Services using due care, and shall maintain at all times adequate insurance to protect Association while performing at the Community, including without limitation adequate worker's compensation insurance.

4. To the fullest extent permitted by law, Performer shall indemnify and hold harmless Association, and its members, directors, officers, agents, assigns and employees from and against all injuries, claims, damages, losses, and expenses, including but not limited to attorneys' fees and consequential damages, arising out of or resulting from the performance of Performer's Services, whether or not caused by Association's negligence, including without limitation any claim for personal injury suffered by Performer while on or at the Community property and/or performing the Services, including without limitation any work injury that would normally be covered by Performer's worker's compensation insurance, but is not covered due to any cause including without limitation a determination of worker's compensation exemption status for Performer or any of Performer's employees, Performer's failure to obtain or maintain adequate worker's compensation insurance or the carrier's denial of coverage for any reason.

5. This Agreement, in all respects, shall be interpreted, enforced and governed by and under the laws of the State of Florida, in Palm Beach County.

6. In the event of any litigation to enforce the terms of this Agreement, venue shall lie in Palm Beach County, Florida, and the prevailing party shall be entitled to reimbursement of its reasonable costs and attorney's fees, including any appeals.

7. Performer understands, represents and warrants that Performer is entering into this Agreement having had the opportunity to secure the advice of his or her attorney, and that Performer has read, fully understands, and voluntarily accepts the terms of this Agreement and agrees to be bound thereby.

8. This Agreement and any uncertainty or ambiguity herein shall not be construed against any one party but shall be construed as if the Parties to this Agreement jointly prepared this Agreement. If any portion of the Agreement should be held wholly or partially invalid, illegal or unenforceable for any reason, the remainder of the Agreement shall be effective and binding upon the parties.

Dated this _____ day of _____, 20 _____, at Palm Beach County, Florida

Signed, sealed and delivered in the presence of:

WITNESS

PERFORMER

PRINT NAME/DATE

PRINT NAME/DATE

SIGNATURE

SIGNATURE

STATE OF FLORIDA - COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 20 ____ by _____, who is personally known to me or has produced _____ as identification.

Notary Public

My Commission Expires: _____