

**INDEPENDENT CONTRACTOR AGREEMENT**

The following agreement must be filed with the Parkside of One Bayshore Association Manager prior to the start of services:

Unit# \_\_\_\_\_ Date: \_\_\_\_\_

Owner/Tenant Name: \_\_\_\_\_  
(print)

Independent Contractor: \_\_\_\_\_  
(print)

Personal Services Requested: \_\_\_\_\_  
\_\_\_\_\_

I, \_\_\_\_\_ (owner/tenant – circle one) of Unit# \_\_\_\_\_ have contracted with \_\_\_\_\_ to perform the above outlined maintenance or personal services. I understand that \_\_\_\_\_ will be performing these services as an independent contractor and not as an employee of Parkside of One Bayshore Condominium Association. I further understand that the independent contractor is not covered by the Association’s insurance policies while working in the Unit.

I, \_\_\_\_\_ (owner/tenant – circle one) have provided \_\_\_\_\_ a key for access to my unit.

I, \_\_\_\_\_ (owner/tenant – circle one) further agree that Parkside of One Bayshore Condominium Association holds no responsibility for the quality of work performance or for any damages that may be sustained to my premises or personal property, or personal injury, as a result of such contracted work. I agree to execute a Release Waiver Form provided by the Association, relieving the Association of any liability arising out of my use of the independent contractor. The Release Waiver Form shall apply for one year and remain on file in the Association’s office.

I, \_\_\_\_\_ (independent contractor), acknowledge that I will be performing the above outlined maintenance or personal service as an independent contractor, and that all such services must be performed outside of normal work hours, and that Parkside of One Bayshore worker’s

compensation insurance does not cover any injury I may sustain during performance of these services. I am responsible for paying my own taxes on any money earned; and for any licenses or permits required for any work I may do as an independent contractor.

\_\_\_\_\_  
Owner/Tenant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Independent Contractor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Received & Filed

\_\_\_\_\_  
Date

**(The foregoing Independent Contract Agreement Form was adopted by the Board of Directors 06-16-09)**

**RELEASE, WAIVER AND INDEMNITY**

(This Release, Waiver and Indemnity Form shall apply for one year and remain on file in the Association's office)

THE UNDERSIGNED unit owner(s)/tenant(s) of Unit No. \_\_\_\_ in Parkside of One Bayshore, A Condominium, hereby remises, releases, acquits, satisfies and forever discharges Parkside of One Bayshore Condominium Association, Inc., hereinafter referred to as "Association," its members, employees, officers, directors and agents of and from all debts, actions, causes of action, suits, sums of money, contracts, promises, damages, judgments, claims and demands whatsoever, in law or in equity, including such parties' own negligence, which the undersigned ever had, now has, or which any personal representative, successor, heir or assign of the undersigned hereafter can, shall or may have against the Association, its members, employees, officers, directors and agents for, upon or by reason of any manner, cause or thing arising out of or concerning the undersigned's use of an employee of the Association to perform inspections, maintenance, or repair to the undersigned's unit, including balconies and hurricane shutters, and/or on behalf of the undersigned including, but not limited to, personal injuries, death or property damage or loss, including theft, suffered by the undersigned, the guests and invitees of the undersigned, or third parties.

IT BEING FURTHER understood, acknowledged and agreed by the undersigned that the performance of those services and use of an employee of the Association is as a volunteer for the personal benefit of said owner(s)/tenant(s), without compensation or consideration to the Association. Further, it is understood and acknowledged that the Association employee is acting as an independent contractor totally outside and beyond the scope of his employment with the Association (and outside of normal business hours) with no connection whatsoever to the business of the Association, and the undersigned assume all risks whatsoever arising out of or concerning the performance of those services and use of the employee, whether inherent, known, unknown, patent, or latent. It is further understood that all compensation due to the employee of the Association for such work will be paid by the unit owner for whom the work is done. Any licenses or permits which are required for the work to be done are the full responsibility of the Undersigned and the Association employee.

THE UNDERSIGNED FURTHER AGREES to indemnify, defend and hold harmless the Association, its members, employees, officers, directors and agents from any and all demands, claims, damages, actions, causes of action, controversies and expenses, including attorney's fees and costs, for death, disease, illness, personal injury or property damage or loss, including loss of use thereof and theft, arising out of or concerning the performance of those services and use of the employee; it being acknowledged and understood by all parties that this release, waiver and indemnification is a condition to allowing the performance of those services and use of the Association's employee.

THIS DOCUMENT ADDRESSES MATTERS WHICH MAY IMPACT ON YOUR LEGAL RIGHTS. PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING.

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

\_\_\_\_\_  
Owner/Tenant Signature

\_\_\_\_\_  
Owner/Tenant Signature