

CRESTWOOD VILLAGE SIX COMMUNITY ASSOCIATION

ROOF SOLAR PANEL AGREEMENT – AS OF MAY 21, 2014

This document stipulates and defines the areas of responsibility between the resident applying for the installation of roof solar panels and Crestwood Village Six, Whiting, New Jersey.

1. Resident, _____, residing at _____ is in good standing of Crestwood Village Six, and is not currently in violation of any of the governing documents of Village Six, and hereby agrees to abide to the terms and conditions contained herein and the governing documents of Village Six.

2. **Indemnification:** The resident shall save and hold Crestwood Six harmless from and against all liability, damages, loss, claims, demands and actions of any nature whatsoever which arise out of or are connected with, or are claimed to arise out of or be connected with, the installation of solar panels at his/her unit; including without limiting the generality of the foregoing, all liability, damages, loss, claims, demands and actions on account of personnel injury, death or property loss to the resident, the resident's guests, agents, frequenters, employees, subcontractors, or to any other persons, whether based upon, or claimed to be based upon, statutory causes of action, contractual, tort, or other liability of Crestwood Six, the resident, the resident's agents, or any other persons, and whether or not caused or claimed to have been caused by active or inactive negligence or other breach of duty by Crestwood Six, it's employees, agents, subcontractors, or frequenters, contractors, or any other person. Without limiting the generality of the foregoing, the liability, damages, loss, claims, demands and actions indemnified against shall include all liability, damages, loss, claims, demands and actions for personal injury, property damage, compensatory damages, general damages, worker's compensation, and any other cause of action against Crestwood Six, and/or contemplated against Crestwood Six. The member shall, at his or her own expense, investigate all such claims and demands, attend to their settlement or other disposition, defend all actions based thereon, and pay all charges of attorneys, and all other costs and expenses of any kind arising from any such liability, damages, loss, claims, demands and actions.

3. **Application:** The resident shall complete and submit an application for Home Improvements available from the Administration Office, stipulating all requested information.

4. **Insurance:** The installing contractor shall maintain insurance of the following types as to assure Village Six will be held harmless from all claims arising from Contractor's acts or failures thereof. Village Six shall be named as an additional insured in such policies and a certificate of insurance evidencing policies in the minimum amounts required to Village Six at least 5 days prior to start of work. Cancellation of policies is not permitted without prior written approval by Village Six:

- A) Automobile Liability: \$1,000,000.
- B) General Liability: \$1,000,000.
- C) Worker's Compensation: As required by law.

5. **Roof Structure:** The Owner or the Owner's installing contractor shall provide and install additional framing, bracing or other means as required to support the panels, in accordance with local building department requirements.

6. **Roofing Material Repairs and Replacement:** Village Six will continue its standard practice of repairing and replacing roofing materials. If such repair or replacement is under or adjacent to the solar panels or if the panels interfere with such repair or replacement in any way, the owner shall be responsible for the removal of the panels and subsequent replacement after roofing work is completed. In the event roof damages or leakage occurs on an adjacent property roof, and the damage or leakage is adjudged by the Village as being caused by the solar panel installation, the owner of the solar panels shall be responsible for the repair or replacement of the neighboring roof.

7. **Maintenance Fees:** There will be no change in the owner's obligation as to monthly maintenance fees as a result of the addition of roof solar panels.

8. **Roof Adjacencies:** In the event solar panels are mounted on a roof over more than one residential unit, and since separation partitions or fire walls between properties do not extend through the roofs, no solar panel may be installed closer than four (4) feet to the outside face of the interior wall separating the units. See roof repair of adjacent property roof in paragraph 6. above.

9. **Trees:** In the event trees on the owner's property require removal to allow solar panels to function, the resident shall make application to the Board of Trustees for such work along with application for the solar panels.

Date: _____

Date: _____

Signature of Village Officer

Signature of Resident