

MOUNTAIN SHADOWS MOBILE HOME COMMUNITY

INSURANCE INDEMNITY AGREEMENT

This Agreement is entered into on _____, between Mountain Shadows Mobile Home Community (hereinafter called "Owner") and _____ (hereinafter called "Resident").

WHEREAS, Resident is bound by the Community Guidelines of Mountain Shadows Mobile Home Community to, among other things, maintain in force at all times adequate liability and casualty insurance coverage on Resident's mobilehome and homesite, including without limitation, sufficient extended coverage for complete removal of all debris from Resident's homesite, including mobilehome remains, foundations, driveways, masonry walls and structures in the event Resident's mobilehome is destroyed or rendered permanently uninhabitable as a result of a disaster such as fire, flood, earthquake, wind, landslide or other casualty.

WHEREAS, Owner relies on Resident's full compliance with the Community Guidelines and does not carry, or carries substantially limited liability insurance coverage for removal of debris from Resident's homesite in the event Resident's mobilehome is destroyed or rendered permanently uninhabitable by a disaster such as fire, flood, earthquake, wind, landslide or other casualty.

In consideration of the above, the parties agree:

1. Indemnification. Resident shall indemnify Owner against all liability, claims, demands, losses, damages, costs, charges, and expenses, including reasonable attorneys' fees, that Owner may in any way sustain, incur, or become liable for in consequence of Resident failing to have in force adequate liability and casualty insurance coverage on Resident's mobilehome and homesite where Resident's mobilehome is destroyed or rendered permanently uninhabitable by a disaster such as fire, flood, earthquake, wind, landslide or other casualty or in defending or prosecuting any suit, action, or other proceeding brought in connection therewith, or in obtaining or attempting to obtain a release from liability in that respect. Resident shall reimburse Owner for, or pay over to Owner, all sums of money which Owner pays or becomes liable to pay by reason of any of the foregoing, and shall make those payments to Owner as soon as it becomes liable therefor, whether or not Owner shall have paid out those sums, or any part thereof.

2. Evidence of Resident's Liability. If Owner pays any sums of money by reason of Resident's failure to maintain in force adequate liability and casualty insurance coverage, checks or other evidence showing any payment shall be prima facie evidence against Resident of the fact and amount of Resident's liability to Owner hereunder.

3. Successors Bound. This Agreement shall be binding on and inure to the benefit of the parties and their legal representatives and successors.

4. Notices. Any notice given by any party under this Agreement shall be personally delivered or sent by United States mail, postage prepaid, and addressed to Resident or Owner at their respective addresses for notices indicated below. Resident or Owner may change the place to which notices, requests, and other communications are to be sent to them by giving written notice of that change to the other.

5. Attorneys' Fees. If any action, proceeding, or arbitration arising out of or relating to this Agreement is commenced by either Resident or Owner, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs, and expenses incurred in the action, proceeding, or arbitration by the prevailing party.

6. Governing Law. This Indemnity Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of California.

7. Headings. Headings in this agreement are for convenience only and shall not be used to interpret or construe its provisions.

8. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement on-

Resident

Address for Notices to Resident:

Resident

Owner
By _____

Address for Notices to Owner:

[title] _____

ATTN: _____