

**SHORT TERM RENTING  
INDEMNITY AGREEMENT**

**PARTIES**

The parties to this Agreement are the Hamilton Cove Homeowners Association, a California mutual benefit corporation (“Association”) and the Owner of a Unit at Hamilton Cove executing this Agreement below (“Renting Owner”).

**RECITALS**

A. Association owns and operates Hamilton Cove, a development consisting of 185 condominium units and 5 single family residence units (“Units”) located in the City of Avalon, County of Los Angeles, and State of California.

B. Renting Owner owns a Unit. Renting Owner desires to engage in Short Term Renting as defined in the Rules and Regulations of the Association.

C. Both Association and Renting Owner are required to comply with various laws, orders and protocols issued by the State of California, the County of Los Angeles and the City of Avalon arising out of the ongoing COVID-19 pandemic.

D. The State of California has issued COVID—19 Industry Guidance: Hotels, Lodging and Short Term Rentals (the “Guidance”).

E. The Association has been advised that it has no insurance coverage for anyone claiming to have contracted the COVID-19 virus while at Hamilton Cove.

F. The Association must protect its employees from contracting the COVID-19 virus while working at Hamilton Cove.

G. The Association must protect the interests of all Owners including Owners who do not engage in Short Term Renting.

H. To protect the interest of all Owners, Renting Owners who do engaged in Short Term Renting must indemnify the Association from liability related to the COVID-19 virus arising out of Short Term Renting engaged in by them.

**AGREEMENT**

1. Renting Owner hereby agrees in consideration of being allowed to carry on Short Term Renting at Hamilton Cove using Renting Owner’s Unit as follows:

a) Renting Owner and any Rental Agency employed by Renting Owner shall comply with all applicable State of California, County of Los Angeles and City of Avalon laws, orders and protocols relating to the COVIS-19 virus including the State of California COVID-19 Industry Guidance: Hotels and Lodging (the “Guidance”) so long

as such laws, orders and protocols are in effect.

b) Renting Owner shall hold Association harmless from any and all costs and expense, including reasonable attorney's fees and costs, related to or arising out of Renting Owner's alleged failure to comply with provisions of the Guidance, any applicable law, Order or Protocol relating to the COVIS-19 virus; and

c) Renting Owner shall hold Association harmless from any and all costs and expense, including reasonable attorney's fees and costs, related to the COVID-19 virus traceable to any person brought to Hamilton Cove by Rental Owner or caused to be at Hamilton Cove by Renting Owner including any and all such claims asserted by an employee or employees of the Association.

2, This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and may not be modified, amended, or otherwise changed in any manner except by a writing executed by the parties hereto.

3. This Agreement shall be governed and construed in accordance with the laws of the State of California.

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

**RENTING OWNER**

\_\_\_\_\_

Print Name: \_\_\_\_\_

Unit No or Address: \_\_\_\_\_

**HAMILTON COVE**  
HOMEOWNERS ASSOCIATION

By: Norris J. Bishton, Jr.  
President and Director