

**UNACCOMPANIED GUESTS  
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.

**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. Owner owns a Unit. Owner desires to send Guests to Hamilton Cove unaccompanied by an Owner or Authorized User as defined in the Rules and Regulations (“Unaccompanied Guest”).

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

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

F. The Association must protect the health and interests of all Owners, the Association’s employees and whomever enters Hamilton Cove.

G. To protect the interest of all Owners, Owners who cause Unaccompanied Guests to enter Hamilton Cove must indemnify the Association from liability related to the COVID-19 virus arising out of the presence of Unaccompanied Guests.

**AGREEMENT**

1. Owner hereby agrees in consideration of being allowed to send Unaccompanied Guests to Hamilton Cove to use Owner’s Unit as follows:

a) Owner shall comply with all applicable State of California, County of Los Angeles and City of Avalon laws, orders and protocols so long as such laws, orders and protocols are in effect.

b) 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 Owner’s

alleged failure to comply with provisions of any applicable law, Order or Protocol related to the COVID-19 virus; and

c) 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 an Unaccompanied Guest brought to Hamilton Cove by Owner or caused to be at Hamilton Cove by 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: \_\_\_\_\_

**OWNER**

\_\_\_\_\_

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

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

**HAMILTON COVE**  
HOMEOWNERS ASSOCIATION



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