

**Sun City Texas Community Association, Inc.
Release and Hold Harmless Agreement for Vendors**

I, the undersigned representative of the entity or individual named below has a vendor agreement with Sun City Texas Community Association, Inc. (the "Association"). For and in consideration of that agreement with the Association, the undersigned hereby RELEASES, DISCHARGES, AND COVENANTS NOT TO SUE the Association from/for any and all claims for damages for personal injury, property damage, destruction or loss, or claims of any nature whatsoever, that may arise from or relate to the services and/or goods being provided as part of the agreement, including claims related to the negligence or willful misconduct of Association, such release being effective to the maximum extent allowed by law.

The undersigned, on behalf of himself/herself and any entity named below, and their RESPECTIVE ASSIGNS, ATTORNEYS, AGENTS, PERSONAL REPRESENTATIVES, MEMBERS, SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS, TRUSTEES, BENEFICIARIES, HEIRS, LEGATEES AND DEVISEES TO THIS DOCUMENT WILL DEFEND THE ASSOCIATION, ITS OWNERS, OFFICERS, EMPLOYEES, AGENTS AND ASSIGNS FROM ANY AND ALL CLAIMS BROUGHT ON THE UNDERSIGNED'S BEHALF OR BY A THIRD PARTY AS A RESULT OF THE VENDOR AGREEMENT WITH THE ASSOCIATION. THE UNDERSIGNED ALSO AGREES TO INDEMNIFY THE ASSOCIATION, ITS OWNERS, OFFICERS, EMPLOYEES, AGENTS AND ASSIGNS FROM ANY AND ALL DAMAGES THAT MIGHT BE AWARDED IN SPITE OF THIS AGREEMENT AS A RESULT OF THE SERVICES AND/OR GOODS BEING PROVIDED UNDER THE TERMS OF THE AGREEMENT WITH THE ASSOCIATION. THIS AGREEMENT SHALL BE BINDING ON ANY AND ALL SUCCESSORS AND ASSIGNS.

The undersigned representative of the entity or individual named below hereby waives and releases any and all subrogation rights against the Association which arise from or are related to any and all claims made by the vendor entity or individual named below, or the insurance therefor, in connection with services and/or goods provided by vendor to the Association, including claims related to the negligence or willful misconduct of Association. Vendor certifies that no insurance policy held by Vendor prohibits or voids in whole or in part waiver of subrogation agreements, and that Vendor has the lawful right to waive subrogation and will indemnify and hold harmless Association for all costs should any Vendor policy/underwriter seek to subrogate to the Association or any agent of the Association.

THE UNDERSIGNED HAS THE FULL POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT AS AN AUTHORIZED REPRESENTATIVE OF THE ENTITY OR AS AN INDIVIDUAL. BY MY EXECUTION OF THIS DOCUMENT I ACKNOWLEDGE THAT I HAVE READ THIS DOCUMENT AND FULLY UNDERSTAND ITS TERMS AND EFFECTS AND EXECUTE IT VOLUNTARILY.

Name of Vendor under the vendor agreement: _____

Date of Vendor agreement with Association: _____

Representative's Name: _____

Representative's Title: _____

Representative's signature: _____

Date: _____