

RELEASE AND INDEMNIFICATION AGREEMENT

HACIENDA CARMEL EMPLOYEE "PRIVATE JOB" SERVICES FOR RESIDENTS

The Worker and the Resident understand that any work done by an employee of Hacienda Carmel outside of regular "on-the-clock" work hours is considered a **PRIVATE JOB** and can only be performed AFTER REGULAR SCHEDULED WORK HOURS, ON WEEKENDS, ON HOLIDAYS OR ON SCHEDULED VACATION DAYS.

IT IS NOT PERMISSABLE FOR EMPLOYEES TO PERFORM PRIVATE JOBS FOR RESIDENTS DURING WORK BREAKS OR DURING THE EMPLOYEE'S LUNCH BREAK.

Both the Resident and the Worker understand that the work performed as a private job can encompass ONLY THE PRIVATELY OWNED OR EXCLUSIVE USE COMMON AREA (patio) of the resident, and not the common area of Hacienda Carmel. IT IS ALSO UNDERSTOOD THAT UNDER NO CIRCUMSTANCES IS IT PERMISSIBLE FOR THE WORKER TO PROVIDE ANY MEDICAL OR IN-HOME CARE SERVICES TO THE RESIDENT. If tools or equipment owned by Hacienda Carmel are used for a private job, the worker must have the prior approval of the General Manager.

Both the Resident and the Worker understand that THE WORKER IS NOT COVERED BY HACIENDA CARMEL'S WORKERS COMPENSATION INSURANCE POLICY while performing a private job, and that the Worker, as a private party, shall determine any hourly or fixed rate for work to be done as negotiated with the Resident.

Both the Resident and the Worker hereby agree that Hacienda Carmel, its directors, officers, members, agents, managing agents, and employees are released and held harmless from any and all claims, demands, and causes of action which the Resident or the Worker now has or may have against any or all of the released parties, arising out of or related to the services to be performed by the Worker for the Resident. The Resident and the Worker expressly acknowledge that this Release Agreement includes a waiver of all rights, benefits, and protections that the Resident or the Worker has or may have under California law.

The Resident further agrees that Hacienda Carmel and all aforementioned Released Parties shall not be held liable in any respect for the services, including workmanship, or any consequential damage to the Resident's property, any other person's property, or common area in the development arising out of, or related to, the private services performed by the Worker. The Resident shall reimburse the Association for any expenses (including attorneys' fees or costs) not otherwise covered by insurance that the Association may incur to repair common area resulting from the private services performed by the Worker.

This Release Agreement is executed this _____ day of _____, 20_____.

RESIDENT NAME: _____ Unit # _____

RESIDENT SIGNATURE: _____ Date _____

WORKER NAME: _____

WORKER SIGNATURE: _____ Date _____

ACKNOWLEDGEMENT BY OWNER IF UNIT IS LEASED:

OWNER SIGNATURE _____ Date _____