

**Conditional Waiver of Rules & Regulations
Against Temporary Set-Up of Party Tents and Furniture**

Unit Address: _____ **Whispering Hills**
Name of Unit Owner: _____ **Phone:** _____
If applicable, Name of Tenant: _____

The unit owner (and, if applicable, the tenant), as referenced above, desires to temporarily set up a tent and/or other furniture (including tables, chairs etc) on the common area within Whispering Hills Condominium I, II, III or IV.

The Set-Up desired by the unit owner (and, if applicable, the tenant) and the Common Area Location for such Set-Up is described below (as described below or as actually set up if not in conformance with the description below, the "Set Up" and the "Common Area Location"):

Items to Be Set Up: _____
Proposed Tent Size: _____ " x _____ "
Proposed Location of Set-Up:

Proposed Dates of Set-Up and Removal: _____

In consideration for the consent of the Whispering Hills Condominium Association and the applicable Condominium to the Set-Up on the Common Area Location, as described above, the unit owner (and, if applicable, the tenant) agree to the following:

1. **Prohibition Acknowledged:** The undersigned acknowledges that the Set-Up on the Common Area Location and the erection of any tent or other structure and set up of any furniture or furnishings on any portion of the common area is specifically prohibited by the rules and regulations of the Condominium Association and the applicable Condominium.
2. **Prohibition Waived on Limited Conditional Basis:** The waiver of the rules and regulations again Set-Up on the Common Area Location as described above, is limited to the date specified for the Set-Up above and thereafter for a reasonable period of time for break down and removal purposes only. No permanent waiver or consent shall be deemed granted. This temporary waiver is also conditioned upon full compliance with the terms of this agreement by the undersigned.

3. Insurance in Place: Indemnification and Responsibility:

- The undersigned acknowledges that its insurance company has been notified of the Set-Up and represents and warrants to the Condominium Association and the applicable Condominium that insurance is in full force and effect against any liability, loss, cost, damage or expense, including legal fees (collectively "Liabilities") by reason of any damage to property or injury of wrongful death to persons in connection with the Set-Up, until the Set-Up is removed. This includes damage or injury to invitees, Condominium residents or employees, trespasses, whether occurring before, during or after the event. All insurance shall be carried in an amount not less than \$1 million per occurrence (or such other limits as the Condominium establishes from time to time or at any time).
 - Regardless of whether or not such insurance coverage is in full force and effect, the undersigned hereby jointly and separately indemnify the Condominium Association and the applicable Condominium against any such Liabilities.
 - In furtherance of the foregoing, the undersigned assumes full responsibility and liability for the Set-Up until such Set-Up is removed. It is understood that the undersigned may seek further indemnification from its insurer or from the party rental agency, but such indemnification shall not relieve the undersigned from liability.
 - The undersigned further agree to inspect the Set-Up to ensure that no defect of hazards exist with respect to the Set-Up and to maintain the Set-Up to ensure that no defects of hazards are created over time with respect to the Set-Up until removed.
- 4. Prompt Removal:** The undersigned agrees that the Set-Up shall be removed promptly after the event for which erected on approximately the dates set forth above. On the agreed upon removal date, the HOA office must be notified of any change of removal date.

A charge of **\$25.00 will be assessed for each day** the tent remains on Whispering Hills property after the agreed upon removal date.

Signature: _____

Print Name of Unit Owner: _____

CONSENT GRANTED ON LIMITED, CONTINGENT BASIS AS DESCRIBED ABOVE:

Authorized Signatory: _____

Name of Entity: _____