

## 6. Agreement to Indemnify

### APPROVAL OF MODIFICATION AND AGREEMENT TO INDEMNIFY

**THIS AGREEMENT** is made by and between SNOWMASS MOUNTAIN CONDOMINIUM ASSOCIATION, INC. (the "Association"), and \_\_\_\_\_ ("the Owner") owner of Unit \_\_\_\_\_.

WITNESSETH:

1. The Owner would like to modify his/her Unit \_\_\_\_\_ and the building in which the unit is located at Snowmass Mountain Condominiums by applying to the Board of the Association for approval of

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

2. The Board has considered the application and hereby grants its approval to the Owner, subject to the conditions set forth below.

3. The Owner hereby agrees to obtain all necessary construction permits and to pay all costs associated with the completion of the improvements, and further agrees to indemnify and hold the Board, the Association, and individual owners of units harmless for any and all costs or liability whatsoever resulting in whole or in part from such modification.

4. The indemnification commitment referred to in Paragraph 3 above shall remain in effect for a term of ten years, following the signing of this Agreement and shall run with Unit \_\_\_\_\_, regardless of ownership of the unit. The Owner shall notify any purchaser of his/her unit of this Agreement.

5. The parties agree that any dispute arising under the Agreement shall be governed by Colorado law, and that venue for any suit brought for breach of this Agreement shall be in a Pitkin County courts of competent jurisdiction to which jurisdiction the Owner hereby submits.

6. The Owner hereby designates the Management of Snowmass Mountain Condominiums as their agent for service of process, in the event of a suit brought by the Association, or the owners indemnified, to enforce any provisions of this Agreement.

7. This Agreement shall benefit and bind the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have signed this Agreement with the effective date of \_\_\_\_\_, 20\_\_\_\_\_.

SNOWMASS MOUNTAIN CONDOMINIUM ASSOCIATION, INC.

BY: \_\_\_\_\_

PRESIDENT

BY: \_\_\_\_\_