

Indemnity Form – Moving In/Out

Indemnity Agreement

- PARTIES:
- A. Owners Corporation PS714696C (hereby known as the “Owners Corporation”)
c/- Essential Community Management Pty Ltd.
Level 1
58 Lorimer Street
Docklands 3008
 - B. The party identified at Item 1 of Schedule A
(hereby known as the “Owner/Occupier”)
 - C. Essential Community Management Pty Ltd.
(hereby known as the “Resident Building Manager”)
Level 1
58 Lorimer Street
Docklands 3008

WHEREAS

- A. Party A is the registered Owners Corporation at the property 411-423, Docklands Drive (“premises”).
- B. Party B is the Owner/Occupier* of the apartment situated at the premises identified in Item 2 of Schedule A (“Apartment”).
- C. Party C is the appointed Resident Building Manager.
- D. In consideration of the Owners Corporation and the Resident Building Manager agreeing to allow the Owner/Occupier* to access and utilise common areas at the premises for the purpose of moving furniture and the like into or out of the Apartment, the Owner/Occupier* agrees to comply with the terms and conditions set out herein.

IT IS HEREBY AGREED:

1. The Owners Corporation and the Resident Building Manager agree to permit the Owner/Occupier to access and utilise the areas specified in Item 3 of Schedule A on the dates specified in Item 4 of Schedule A (or such other dates as mutually agreed) for the purpose of moving furniture and the like into or out of the Apartment, including any incidental services set out in Item 5 of Schedule A (“Services”), on the terms and conditions set out herein.
2. The Owner/Occupier* must notify the Owners Corporation and/or Resident Building Manager of any contractors or third parties the Owner/Occupier* intends to engage to provide the Services. The Owners Corporation and/or Resident Building Manager may with reason refuse any contractor or third party.

3. The Owner/Occupier* must ensure that all permits required to undertake the Services are obtained, whether by the Owner/Occupier* personally or by any third party contractors engaged by or on behalf of the Owner/Occupier to perform the Services.
4. The Owner/Occupier* must ensure that any contractors engaged by the Owner/Occupier hold all the appropriate licences to undertake the Services and holds sufficient insurance including Public Liability cover to an amount of no less than \$20,000,000.
5. The Owner/Occupier* indemnifies and saves harmless the Owners Corporation against any: -
 - (a) damage, loss, cost, expense or liability incurred by the Owners Corporation; or
 - (b) claim, demand, action, proceeding or judgment made against the Owners Corporation,

(“Loss or Claim”)

however arising and whether present or future, fixed or unascertained, actual or contingent:

 - (c) In any way arising out of or occasioned by the Owner/Occupier’s use of the premises (including any common areas and any third party property) pursuant to this Agreement (including out of any act or omission of any agent or contractor engaged by the Owner);
 - (d) Any breach of this Agreement by the Owner/Occupier*.
6. The Owner/Occupier hereby releases and indemnifies the Owners Corporation and the Resident Building Manager and holds the Owners Corporation and the Resident Building Manager harmless from and against all actions, omissions, claims, demands, losses, costs, damages and expenses (including without limitation reasonable legal costs on a solicitor and own client basis) (“the loss”) suffered by the Owner/Occupier or any third party (including any persons or contractors engaged by the Owner/Occupier to provide or assist in providing the Services) in relation to or arising directly or indirectly out of:
 - (a) the Owner/Occupier’s use of the premises pursuant to this Agreement;
 - (b) any breach of this Agreement by the Owner/Occupier.*
7. Prior to the Owner/Occupier being permitted to use the premises for the purposes set out in this Agreement, the Owner/Occupier may be requested to pay a deposit in the amount specified in Item 6 of Schedule A (“the Deposit”). The Owners Corporation will hold the deposit in the Owners Corporation Bank Account and will refund same to the Owner/Occupier upon receiving written confirmation from the Resident Building Manager that no damage has occurred to any property or person of the Owners Corporation or third parties.
8. Release of the deposit to the Owner/Occupier does not amount to a waiver of any rights that the Owners Corporation and Resident Building Manager have under this Agreement and does not preclude the Owners Corporation or Resident Building Manager from pursuing recovery for any Loss or Claim of which the Owners Corporation or Resident Building Manager is aware or becomes aware in the future.

ESSENTIAL

Upon acceptance of the Terms of this Indemnity Agreement the parties are to sign accordingly.

Resident's Signature

Resident's Full Name + Date

Removalist Signature

Removalist Company Name + Date

Resident Building Manager's Signature

Resident Building Manager's Full Name + Date