

GUAM HORIZON TOWNHOUSES

HOMEOWNERS ASSOCIATION

Essential Utility (Solar Panels, Internet Antennas, Dishes, etc.) Installation Request and Indemnity Agreement

1. Homeowner Information

Homeowner Name: _____

Unit Number: _____

Contact Number: _____

Email Address: _____

2. Project Description

Proposed Installation Location: _____

Type of Equipment (check all that apply):

☐ Solar Panel System

☐ Internet Antenna / Satellite Dish

☐ Other Essential Utility: _____

Contractor Name: _____

Contractor License Number: _____

Start Date: _____ End Date: _____

Brief Description of Installation Work:

3. Conditions and Restrictions

- Installation must comply with HOA CC&Rs, architectural guidelines, and all local codes.
- The system must be installed by a **licensed and insured contractor**.
- No modifications to the structure may occur without prior **HOA approval**.
- Homeowner is responsible for obtaining all necessary permits and inspections.
- Equipment (including solar panels, antennas, and dishes) must be securely installed to prevent hazards such as falling during typhoons, storms, or earthquakes.
- Placement of equipment is subject to HOA review to ensure consistency with community aesthetics.

4. Indemnification and Waiver of Liability

The undersigned homeowner assumes full responsibility and liability for any damages to the building, common areas, or injuries to persons arising from the installation, use, maintenance, or removal of the equipment.

The homeowner further agrees to indemnify, defend, and hold harmless the HOA, its board members, officers, and agents from any claims, lawsuits, or damages resulting from or related to such installation, use, maintenance, or removal.

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5. Maintenance and Removal

- The homeowner is responsible for ongoing maintenance.
- If roof or structural repairs are required, the equipment must be removed at the homeowner's cost.
- Upon removal, the property must be restored to its **original condition**.
- Abandoned or non-functional equipment must be promptly removed at the homeowner's expense.

6. Insurance Requirements

- **Contractor Insurance:** All contractors engaged by a homeowner or tenant must maintain valid liability insurance for their business. The homeowner is responsible for verifying such coverage, and the HOA reserves the right to request proof of the contractor's insurance before work begins.
- **HOA Endorsement:** The HOA may require an additional insured endorsement naming the HOA as an insured party.
- **Homeowner/Tenant Insurance Obligation:** For any equipment or objects installed on the exterior of the building or within the common area grounds, the homeowner or tenant shall provide the HOA and Property Management with a copy of valid liability insurance. Such insurance must expressly cover potential damages or injuries to surrounding buildings, persons, vehicles, and property.
- **Submission Deadline and Penalties:** Proof of insurance must be submitted within thirty (30) days of completion of installation. Failure to submit within this period will result in a penalty of \$100 per month until proof is provided. If no proof of insurance is submitted by the third (3rd) month after installation, the homeowner or tenant may be required to remove the equipment. The HOA further reserves the right to remove the equipment at the homeowner's or tenant's expense and to recover all costs of removal.

7. Signatures and Approval

Homeowner Signature: _____ Date: _____

Contractor Signature (optional): _____ Date: _____

HOA Approval:

Board President Signature: _____ Date: _____

Conditions of Approval:
