

CONTRACTOR ACCESS AGREEMENT

THIS CONTRACTOR ACCESS AGREEMENT (the "Agreement") is made and entered into as of _____, 20__ (the "Effective Date"), by and between **ROCKY RIDGE PROPERTY OWNERS ASSOCIATION**, a California nonprofit mutual benefit corporation ("Rocky Ridge"), and _____, a California corporation ("Contractor") with respect to the following facts:

RECITALS

- A. Rocky Ridge is California nonprofit mutual benefit corporation organized to function as a homeowners association for that certain residential common interest development located in Tahoe City, California and known as "Rocky Ridge."**
- B. Rocky Ridge is the owner of the Common Areas of the Rocky Ridge development, which are located at 1877 North Lake Blvd., Tahoe City, California.**
- C. Contractor has been retained by _____, the owner of a separate Lot in the Rocky Ridge development commonly known as Rocky Ridge Unit No. _____, to perform certain construction work in and about said Unit (the "Work"), and desires access to and use of the Rocky Ridge Common Areas in order to perform the Work.**
- D. Rocky Ridge is willing to grant such access and use, subject to the terms and conditions of this Agreement.**

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Rocky Ridge and Contractor hereby agree as follows:

AGREEMENT

- 1. Grant of License.** Rocky Ridge hereby grants to Contractor a license (the "License") on, over and across the Property for the purposes of Contractor's ingress to and egress from Rocky Ridge Unit No. _____ in order to perform the Work. The License shall include the nonexclusive right, in common with owners of other Rocky Ridge Lots and their invitees, to park Contractor's motor vehicles in the designated parking areas of the Property. Contractor may not use the Property for any other purpose without Rocky Ridge's prior written consent.
- 2. License Nonassignable.** This License is personal to Contractor and may not be assigned. No legal title or leasehold interest in the Property is created or vested in Contractor by the grant of this License.
- 3. License Revocable; Term of License.** Rocky Ridge may revoke this License at any time and for any reason by delivering written notice of revocation to Contractor. Unless sooner revoked, the License shall expire on the earlier of the date that Contractor completes the Work or the date which is one (1) year from the Effective Date.
- 4. Release.** Contractor, on behalf of itself and its successors and assigns, and as a material part of the consideration to be rendered to Rocky Ridge under this Agreement, hereby waives, releases and discharges Rocky Ridge and its directors, officers, members, successors, assigns (collectively, the "Releasees") from any and all claims, demands, causes of action, damages, liabilities, losses, fees (including attorneys' fees) and expenses of any kind (collectively, "Claims") whether known or unknown, which Contractor may nor or

hereafter have against any of Releasees, based on or arising out of Contractor's use of the Property, except for Claims which are attributable to the gross negligence or willful misconduct of Releasees (the "Released Claims").

5. Indemnity. Contractor, as a material part of the consideration to be rendered to Rocky Ridge under this Agreement, hereby indemnifies and agrees to protect, defend and hold each and all of Releasees harmless from and against any and all Claims that Contractor's employees, agents or subcontractors may now or hereafter have against any of Releasees, based on or arising out of Contractor's use of the Property, except for Claims which are attributable to the gross negligence or willful misconduct of Releasees. Contractor's indemnity obligations under this Section shall survive the expiration or earlier termination of this Agreement.

6. Insurance. Contractor hereby agrees to maintain in full force during the term of this Agreement, at Contractor's sole expense, a policy of comprehensive general liability insurance, including property damage, which will insure Contractor and Rocky Ridge against liability for injury to persons, damage to property, and death of any person occurring in or about the Property in connection with Contractor's performance of the Work.

7. Contractor Rules. The Contractor Rules are attached and incorporated herein by reference.

8. Attorneys' Fees. It is understood and agreed that in the event of a dispute, arbitration or litigation with respect to matters related to this Agreement, including without limitation actions to interpret, enforce, obtain clarification of or obtain benefits from or relating to this Agreement that the prevailing party shall recover his/her/its reasonable attorneys fees, costs and related disbursements jointly and severally from the opposing parties.

9. Governing Law; Entire Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of California. This Agreement constitutes the entire agreement between Rocky Ridge and Contractor relating to the License. Any prior or contemporaneous agreements, promises or representations not expressly set forth herein are of no force or effect. Any amendment to this Agreement must be set forth in writing and signed by both parties.

IN WITNESS WHEREOF, Rocky Ridge and Contractor have executed this Agreement as of the date first set forth above.

ROCKY RIDGE:

Rocky Ridge Property Owners
Association, a California nonprofit mutual
benefit corporation

By: _____
William Bauder, Vice President

CONTRACTOR:

_____, a
California corporation

By: _____

Its: _____

Remodel and Contractor Rules

Remodel

No structural or exterior changes may be done without permission of the Board of Directors.

Interior changes which, in the opinion of the Property Manager or Board, may affect the structural integrity of the Unit, will require certification by a licensed structural or civil engineer, review by the Project Manager, and permission of the Board before proceeding.

Owners to advise the Project Manager in advance for all interior remodel activity. The contractor shall adhere to all instructions of the Property Manager and the Contractor rules below.

Rules for Contractors hired by Owners

Work is permitted Mon-Fri, 7:00am to 5:00pm; except Memorial Day through Labor Day work is permitted 8:00am to 5:00pm.

Contractors cannot use the Association's dumpsters.

Portapoties are not allowed.

No building materials may be kept on the exterior of the building.

No work may be done outside the building such as cutting tile or wood.

No dogs are allowed.

Vehicles may be parked on paved areas only. Place of parking must be approved by the Project Manager.

Advance notification is required before spraying lacquer or oil based paints.

Contractors cannot use association common area dumpsters.

Contractors may rent dumpsters, but placement and times must be approved by the Project Manager.

During daytime snow, snow removal should be done by contractors to prevent ice buildup.

Contractors must have workers compensation and liability Insurance in the amount of \$1,000,000 naming RRPOA as an additional insured and provide a release of liability to RRPOA if required by the Property Manager or Board.