

**THE BROWNSTONE AT THE SUMMIT
INDEMNITY AND RELEASE AGREEMENT
(Permittee Use of Parking Lot)**

This Indemnity and Release Agreement (the "**Agreement**") is made effective as of _____, 2020 (the "**Effective Date**") by _____ (whether one or more, the "**Permittee**"), in favor of **BRAE GROUP, LTD.**, a Texas limited partnership ("**Parking Lot Owner**"). The Parking Lot Owner together with the Parking Lot Owner's investors, partners, managers, members and/or affiliates and their respective affiliates, members, partners, investors, directors, officers, employees and any agent or representative of any of the foregoing shall collectively be referred to herein as the "**Indemnified Parties**".

RECITALS

A. Parking Lot Owner and The Brownstone at The Summit Residential Community, Inc., a Texas non-profit corporation (the "**Association**") are parties to that certain License Agreement for The Brownstone at the Summit [*North Parking Lot*], dated effective on or before the Effective Date of this Agreement (the "**License Agreement**"), which grants the Association, its members, and their guests and invitees a non-exclusive license to access and use the Parking Lot (as defined in the License Agreement). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the License Agreement.

B. Permittee desires to execute this Agreement in conjunction with Permittee's use of the Parking Lot.

NOW, THEREFORE, for Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged and confessed, Permittee agrees as follows:

1. **Release.** Permittee hereby releases, acquits and forever discharges the Indemnified Parties from any and all claims, damages, causes of action, costs and/or expenses relating to the Parking Lot. This release shall release the Indemnified Parties from all claims and causes of action, whether statutory or under the common law, known or unknown, patent or latent, now accrued, or that arise in the future, related to the Parking Lot.

2. **INDEMNITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, PERMITTEE HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS THE INDEMNIFIED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, DAMAGES, LOSSES, DEBTS, COSTS, EXPENSES, ACTUAL ATTORNEYS' FEES, COURT COSTS, AWARD, PENALTIES AND/OR JUDGMENTS (COLLECTIVELY "CLAIMS") RESULTING FROM OR ARISING OUT OF PERMITTEE'S AND PERMITTEE'S GUESTS OR INVITEES ACCESS OR USE OF ANY PORTION OF THE PARKING LOT.

3. **Controlling Law.** The laws of the State of Texas shall govern and control the interpretation of this document and all claims and disputes concerning same. Any dispute as to this agreement or its enforcement shall be resolved in Williamson County, Texas, and the prevailing party shall be entitled to recover attorneys' fees and all costs incurred as a result of the lawsuit from the non-prevailing party. This Agreement is binding on the parties, their respective successors, assigns, affiliates, heirs and representatives.

PERMITTEE:

Printed Name: _____

Signature: _____

Date: _____

Printed Name: _____

Signature: _____

Date: _____