

LAKE TOXAWAY COMMUNITY ASSOCIATION CONTRACTOR AGREEMENT

This Agreement (the "Agreement") is made on, _____, 20____ by and between _____, (the "Contractor"), located at _____, and _____, (the "Lake Toxaway Community Association" or "LTCA") located at 16600 Rosman Highway, Lake Toxaway, NC 28747

RECITALS

The Contractor represents that they have complied with all Federal, State and local laws regarding business permits, licenses, and other legal requirements of any kind that may be required to carry out said business and the Scope of Work (the "Services") which are to be performed in Lake Toxaway Estates "the Community".

The Contractor agrees to act and perform any Services in the Community under the terms and conditions as set forth herein.

NOW THEREFORE, in consideration of the above recitals and the mutual promises and conditions contained within this Agreement, the Contractor agree as follows:

LTCA ARCHITECTURAL REVIEW STANDARDS

The Contractor acknowledges that it has read and understands the current Architectural Review Standards (the "Standards") as approved by the LTCA Board of Directors, (the "LTCA Board"). Contractor agrees that as a condition to being able to provide Services in the Community they must at all times abide by the Standards unless a variance ("Variance") to the Standards have been approved in writing by the LTCA Board.

NOTICES

Any and all notices, which may be required hereunder by any party to the other party, shall be executed by either personal delivery in writing, or by mail, registered or certified, postage pre-paid with a return receipt requested. Mailed notices must be addressed to the parties at the addresses herein contained in this Agreement. However, each party may change their address, thus requiring written notice of such change of address in accordance with this section. Any hand delivered notice shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated after five (5) days of mailing. The Contractor herein agrees to keep the Company informed of any change of business and/or mailing addresses, as well as telephone, facsimile, email, pager number or any other relevant means of contact and communication.

INJUNCTIVE RELIEF

The Contractor herein acknowledges (1) the unique nature of the protections and provisions established and contained within this Agreement, (2) that the LTCA and the Community shall suffer irreparable harm if the Contractor should breach any of said protections or provisions, and (3) that monetary damages would be inadequate to compensate the LTCA for said breach. Therefore, should the Contractor cause a breach of any of the provisions contained within this Agreement, the LTCA shall be entitled to injunctive relief, in addition to any other remedies at law or equity, to enforce such provisions.

INDEMNIFICATION

The Contractor shall defend, indemnify, hold harmless, and insure the LTCA from any and all potential damages, expenses or liabilities which may result from or arise out of any negligence or misconduct on part of the Contractor, or from any breach or default of this Agreement which may be caused or occasioned by the acts of the Contractor. The Contractor shall also insure that all of its employees and affiliates take all actions necessary to comply with all herein contained terms and conditions established and set forth in this Agreement.

ENTIRE AGREEMENT

This Agreement shall be considered a separate and an independent document of which it shall supersede any and all other Agreements, either oral or written, between the parties hereto, except for any separately signed Confidentiality, Trade Secret, Non-Compete or Non-Disclosure Agreements to the extent that these terms are not in conflict with those set forth herein.

REPRESENTATION

All parties to this Agreement herein acknowledge that no representation, inducements, promises or other agreements, orally or otherwise, have been made by any party hereto, or by anyone action on behalf of any party hereto, which are not included herein, and that no other agreement, statement or promise not contained within this Agreement shall be valid or binding. Any alteration or modification of this Agreement shall be effective only when done so in writing, signed and dated by all parties hereto.

SEVERABILITY

Should any term, condition, or provision of this Agreement be deemed or held to be invalid or unenforceable for any reason, those remaining terms, conditions and provisions shall remain valid and enforceable. Should a court of law determine that any term, condition or provision of this Agreement is invalid or unenforceable, but that by limiting such term, condition or provision it

would become valid and enforceable, then such term, condition and/or provision shall be deemed to be written, construed and enforced as so limited.

COUNTERPARTS

This Agreement, at the discretion of the parties herein, may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute a single integrated document.

SEVERABILITY

In the event that any provision, clause, sentence, section or other part of the Contract is held to be invalid, illegal, inapplicable, unconstitutional, contrary to public policy, void or unenforceable in law to any person or circumstance, the balance of the Agreement shall nevertheless remain in full force and effect so long as the Purpose of the Agreement is not affected in any manner adverse to either party..

WAIVER

If either party fails to enforce any provision contained within this Agreement, it shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

DRAFTING AMBIGUITIES

All parties to this Agreement have reviewed and had the opportunity to revise this Agreement, have had the opportunity to have legal counsel review and or revise this Agreement. The rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or of any amendments or exhibits to this Agreement.

JURISDICTION AND VENUE

This Agreement is to be construed pursuant to the current laws of the State of North Carolina. Jurisdiction and venue for any claim arising out of this Agreement shall be made in the State of North Carolina, in the County of Transylvania.

COPIES

Both the Contractor and the Company hereby acknowledges that they have received a signed copy of this Agreement.

THE UNDERSIGNED HAVE READ, UNDERSTAND and ACCEPT THIS AGREEMENT, and by signing this Agreement, all parties agree to all of the aforementioned terms, conditions and policies.

CONTRACTOR

LAKE TOXAWAY COMMUNITY ASSOCIATION
MANAGER

Exhibit A

- Contractor has been provided a current copy of the Architectural Review Standards.

- Contractor has provided the LTCA with a copy of proof of Insurance as provided in the Architectural Review Standards.

- Contractor has provided the LTCA with a current copy of a valid NC Contractors License