

# 150 PEEL STREET

## CONTRACTOR/RESIDENT RELEASE AND INDEMNITY FORM

**This indemnity form is positioned to protect & indemnify parties**

### 1. Acknowledgement

I acknowledge that:

- (a) Fill this form out and sign if not engaging contractors
- (b) If contractors engaged to move, both contractor and resident signatures required.
- (c) I have been engaged by ..... to complete the following works: .....  
.....  
.....
- At (Full Address) : ..... on (Date) : .....
- (d) I have provided a copy of our Public Liability Insurance Policy to Owners Corporation representative.
- (e) Lift Protective Coverings are in position. All Parties have been instructed on the necessary use and precautions to ensure the safety of users and protection of common property against damages.
- (f) I understand there are limited parking options and will comply with Owners Corporation regulations. I must only park in allotted space specific to apartment with permission from tenant/owner, or undertake short term parking through commercial lease options. Or park at street level.
- (g) I have been instructed and shown the correct path of travel whilst undertaking our duties.
- (h) I have walked the path of travel, areas of damage & or defects have been recorded below.
- (i) I accept any consequential resulting damages arising from our actions and pay for any subsequent repairs that are required.
- (j) I shall inform the Owners Corporation representative when our tasks are complete & the lift can be returned to service and site secured.
- (k) I shall make myself available for a final inspection of the path of travel to record resulting damage to common property.
- (l) I accept that should there be an event of injury & or damage(s), this event will be investigated by either WorkSafe & or an Owners Corporation representative.
- (m) I understand and accept that the signing of this document does not diminish any parties' rights under common law.

### 2. Disclaimer - I acknowledge that neither the Owners Corporation nor the Owners Corporation Representative accepts responsibility for:

- (a) The safety & health of persons and/or security of property as a consequence of our engagement and presence at the above address and resulting damages.

### 3. Assumption of Risk

I voluntarily accept all risks of injury and or damage(s) that may occur as a direct or indirect consequence of or in connection with the moving of my property.

#### 4. Release

I release the Owners Corporation, its representatives from responsibility or liability for Injury and or damage that may occur directly or indirectly as a consequence of, or in connection with the moving of my property.

#### 5. Indemnity

I undertake to indemnify the Owners Corporation and representatives against all loss and expense incurred, directly or indirectly, as the result of a claim made by any party at all because of injury to any person & or damages to property in connection with ANY DAMAGE CAUSED by our employees/contractors.

(a) Recorded areas of damage & or defects list – Initial Walkthrough : .....

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(b) Recorded areas of damage & or defects list – Final Walkthrough : .....

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(c) I have read the contents of this document and I understand the meaning and effect of its provisions.

**I, the authorised representative of ..... sign this document  
for return for the Owners Corporation for record of move.**

Contractor Name: ..... Signature: .....

Date .....

I, the resident sign this document in for return for the Owners Corporation for record of the move.

Resident Name: ..... Signature: .....

Mobile: ..... Email: ..... Date: .....