Independent Contractor Agreement

Whereas, the Board of Directors of the DAYTON VALLEY COMMUNITY ASSOCIATION ("ASSOCIATION"), a common interest community association, has deemed it both necessary and in the best interests of the ASSOCIATION to pursue a project throughout the community that involves the monitoring and reporting of nighttime vehicle parking violations (the "Project"); and

Whereas it is deemed that the services of Contractors are both necessary and in the best interests of the ASSOCIATION to perform the Project;

Now, therefore, in consideration of the aforesaid premises, the undersigned Contractor ("Contractor") and the ASSOCIATION mutually agree as follows:

1. ASSENT. Upon execution of this Agreement by the ASSOCIATION and Contractor, ASSOCIATION accepts the service of the Contractor. The Contractor's services may be terminated with or without cause or notice at the discretion of either party. Contractor agrees to work with the ASSOCIATION to establish an agreed upon work schedule. Contractor shall give notice to a designated agent of the Association in the event Contractor is unable to fulfill his/her work commitment on any particular day or time. Contractor is an independent contractor and no employee/employer relationship is established.

2. SCOPE OF SERVICES. The Project shall include random inspections after midnight to determine if there are any parking violations. A report shall be provided to the ASSOCIATION. The services to be performed by Contractor shall be overseen by a member of the Board or the Community Manager who may, but is not required to, direct Contractor's work and activities. To the extent it is provided, Contractor agrees to accept such direction and to exercise reasonable care and diligence in the performance of all Contractor activities.

3. WAIVER AND RELEASE. The Contractor hereby waives any and all claims that he or she may have or may in the future have against, and releases from liability and agrees not to sue or assert a claim or demand against, the ASSOCIATION and or any of its shareholders, officers, directors, managers, agents, attorneys, employees, committee members, representatives, other owners, or other contractors (collectively "Personnel") for any personal injury, death, property damage or other loss Contractor sustains during or as a result of Contractor's participation in the Project or any other activity of the ASSOCIATION, due to any cause whatsoever on the part of anyone or more of the ASSOCIATION, the Personnel or others, including but not limited to:

(a) negligence, the meaning of which includes the failure to use such care as a reasonably prudent and careful person would use under similar circumstances and the failure to meet any standards of care required of the ASSOCIATION and or the Personnel;

(b) breach of any other duty imposed by law including but not limited to any duty imposed upon the ASSOCIATION or any of the Personnel by Chapter 116 of the Nevada Revised Statute or any other statutory or regulator authority;

(c) breach of any contract; and

(d) mistakes or errors in judgment of any kind.

4. ASSUMPTION OF RISK. Contractor is voluntarily participating in the Project with knowledge of that many of the tasks of the Project will take place during the hours of 11:30 p.m. to 6:00 a.m. Contractor hereby accepts any and all risks of injury, death, property damage, or other loss resulting from or connected with Contractor's participation in the Project or any other activity for the ASSOCIATION, even if the ASSOCIATION or any Personnel are found by law to be negligent or in beach of a duty of care or any other obligation to Contractor in their conduct or oversight of any activity. Contractor specifically verifies this statement by signing below.

5. INSURANCE. Contractor is not an employee of the ASSOCIATION but to the extent permitted by law. Contractor is excluded from participation in any employee rights, benefits, or plans.

6. WORKER'S COMPENSATION INSURANCE. To the extent allowed by the ASSOCIATION'S insurance carrier, Contractor shall not receive workers' compensation coverage while engaged in the performance of activities associated with the Project.

7. PERSONAL LIABILITY INSURANCE. Contractor hereby represents and warrants to the ASSOCIATION, that Contractor maintains a general liability policy of insurance in the minimum about of $1,000,000 to cover any loss or damage to person or property sustained by the ASSOCIATION, the Personnel, or any other person or entity as a result of Contractor's participation in the Project or other project of the Association and such insurance shall include vehicle insurance and liability associated with the required use of Contractor's vehicle. Such insurance shall be considered primary in the event of any loss or damage alleged to have been caused by Contractor.

8. GOVERNING LAW; JURISDICTION. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, and adjudicated in Nevada district courts.

9. CONFIDENTIALITY. All written and/or oral communications by and between the ASSOCIATION, its Board of Directors, its committee members, its community management or any person acting by and on behalf of ASSOCIATION and its attorney are protected by the attorney-client and work product privileges. The attorney-client privilege is held by ASSOCIATION as it acts through its board of directors, not any individual. *See* NRS 49.095. ASSOCIATION is the only entity that may disclose privileged communications and has the right to prevent any other person from disclosing confidential communications, including a board member, the ASSOCIATION'S committee members, the ASSOCIATION'S community management or any person acting by and on behalf of ASSOCIATION, including Contractor. *See* NRS 49.095. A communication is confidential if it is not intended to be disclosed to third persons. *Id.* Absent a majority vote by the Board of Directors, the privilege must not be waived by any individual. No person may discuss with or disclose to any person any matters that are privileged unless in executive session, or face possible personal liability for such actions.

All written and/or oral communications by and between the ASSOCIATION and any member regarding the records of the ASSOCIATION relating to another unit's owner including but not limited to alleged violations, violations, sanctions, submissions for approval, delinquencies, or penalties are protected and are confidential pursuant to Chapter 116 of the Nevada Revised Statutes. ASSOCIATION and Contractor may not disclose privileged communications concerning or affecting any unit owner.

Contractor understands that any information he or she obtains while working on the Project or performing other activities for the ASSOCIATION must be kept confidential and shall not be discussed unless and until a duly constituted majority of the Board of Directors and/or a unit owner intentionally and legally waives any privilege identified herein.

If in the course of the Project or other activities of the Association, Contractor receives material and/or information alleged to be confidential by ASSOCIATION, Contractor agrees that he/she is to make no copies of any of the material that may be provided to Contractor. All information is to remain in Contractor's personal custody. Upon request, Contractor will destroy any documentation that was provided to him/her. Contractor agrees not to disseminate such material or disclose to any person any information he/she obtains.

11. REPRESENTATIONS. Contractor confirms that he/she is over the age of nineteen (19) years and in signing this Agreement, is not relying on any oral, written or visual statements of any kind by the ASSOCIATION or any Personnel relating to the scope of the Project or other activities of the ASSOCIATION. Contractor further confirms that he is a valid Nevada driver's license, has not been cited for any moving motor vehicle violation within the past 5 years, and had NEVER been cited from driving under the influence of drugs or alcohol. Contractor further represents and warrants that he/she has had sufficient time to read and understand this Agreement before signing the same and that this Agreement shall be binding upon Contractor's heirs, assigns, beneficiaries, executors, administrators, guardians, custodians, spouse, family members, successors, and anyone claiming by or through any of them. Contractor understands this is a waiver and release of liability and a contract between Contractor and ASSOCIATION, its members, and fellow homeowners. Contractor signs this Agreement of his/her own free will.

CONTRACTOR NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

_____ _____

CONTRACTOR SIGNATURE DATE

ASSOCIATION

By: _____ _____

Its: DATE

Volunteer and Hold Harmless Agreement

Whereas, the Board of Directors of the DAYTON VALLEY COMMUNITY ASSOCIATION ("ASSOCIATION"), a common interest community association, has deemed it both necessary and in the best interests of the ASSOCIATION to pursue a project throughout the community that involves the monitoring and reporting of nighttime vehicle parking violations (the "Project"); and

Whereas it is deemed that the services of Volunteers are both necessary and in the best interests of the ASSOCIATION to perform the Project;

Now, therefore, in consideration of the aforesaid premises, the undersigned volunteer ("Volunteer") and the ASSOCIATION mutually agree as follows:

1. ASSENT. Upon execution of this Agreement by the ASSOCIATION and Volunteer, ASSOCIATION accepts the service of the Volunteer. The Volunteer's services may be terminated with or without cause or notice at the discretion of either party. Volunteer agrees to work with the ASSOCIATION to establish an agreed upon work schedule. Volunteer shall give notice to a designated agent of the Association in the event Volunteer is unable to fulfill his/her work commitment on any particular day or time.

2. SCOPE OF SERVICES. The Project shall include inspections after midnight to determine if there are any parking violations. A report shall be provided to the Association. The services to be performed by Volunteer during the Project shall be overseen by a member of the Board or the Community Manager who may, but is not required to, direct Volunteer's work and activities. To the extent it is provided, Volunteer agrees to accept such direction and to exercise reasonable care and diligence in the performance of all volunteer activities.

3. WAIVER AND RELEASE. The Volunteer hereby waives any and all claims that he or she may have or may in the future have against, and releases from liability and agrees not to sue or assert a claim or demand against, the ASSOCIATION and or any of its shareholders, officers, directors, managers, agents, attorneys, employees, committee members, representatives, other owners, or other volunteers (collectively "Personnel") for any personal injury, death, property damage or other loss Volunteer sustains during or as a result of Volunteer's participation in the Project or any other volunteer activity of the ASSOCIATION, due to any cause whatsoever on the part of anyone or more of the ASSOCIATION, the Personnel or others, including but not limited to:

(a) negligence, the meaning of which includes the failure to use such care as a reasonably prudent and careful person would use under similar circumstances and the failure to meet any standards of care required of the ASSOCIATION and or the Personnel;

(b) breach of any other duty imposed by law including but not limited to any duty imposed upon the ASSOCIATION or any of the Personnel by Chapter 116 of the Nevada Revised Statute or any other statutory or regulator authority;

(c) breach of any contract; and

(d) mistakes or errors in judgment of any kind.

4. ASSUMPTION OF RISK. Volunteer is voluntarily participating in the Project with knowledge of that many of the tasks of the Project will take place during the hours of 11:30 p.m. to 6:00 a.m. Volunteer hereby accepts any and all risks of injury, death, property damage, or other loss resulting from or connected with Volunteer's participation in the Project or any other volunteer activity for the ASSOCIATION, even if the ASSOCIATION or any Personnel are found by law to be negligent or in beach of a duty of care or any other obligation to Volunteer in their conduct or oversight of any volunteer activity. Volunteer specifically verifies this statement by signing below.

5. INSURANCE. Volunteer is not an employee of the ASSOCIATION but to the extent permitted by law, Volunteer shall be treated as an employee regarding any applicable liability insurance policy maintained by or on behalf of the ASSOCIATION while engaged in the performance of volunteer activities including but not limited to the Project. Volunteer is excluded from participation in any employee rights, benefits, or plans.

6. WORKER'S COMPENSATION INSURANCE. To the extent allowed by the ASSOCIATION'S insurance carrier, Volunteer shall receive workers' compensation coverage while engaged in the performance of volunteer activities associated with the Project.

7. PERSONAL LIABILITY INSURANCE. Volunteer hereby represents and warrants to the ASSOCIATION, that Volunteer maintains a general liability policy of insurance in the minimum about of $1,000,000 to cover any loss or damage to person or property sustained by the ASSOCIATION, the Personnel, or any other person or entity as a result of Volunteer's participation in the Project or other volunteer project of the Association and such insurance shall include vehicle insurance and liability associated with the required use of Volunteer's vehicle. Such insurance shall be considered primary in the event of any loss or damage alleged to have been caused by Volunteer.

8. GOVERNING LAW; JURISDICTION. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, and adjudicated in Nevada district courts.

9. CONFIDENTIALITY. All written and/or oral communications by and between the ASSOCIATION, its Board of Directors, its committee members, its community management or any person acting by and on behalf of ASSOCIATION and its attorney are protected by the attorney-client and work product privileges. The attorney-client privilege is held by ASSOCIATION as it acts through its board of directors, not any individual. *See* NRS 49.095. ASSOCIATION is the only entity that may disclose privileged communications and has the right to prevent any other person from disclosing confidential communications, including a board member, the ASSOCIATION'S committee members, the ASSOCIATION'S community management or any person acting by and on behalf of ASSOCIATION, including Volunteer. *See* NRS 49.095. A communication is confidential if it is not intended to be disclosed to third persons. *Id.* Absent a majority vote by the Board of Directors, the privilege must not be waived by any individual. No person may discuss with or disclose to any person any matters that are privileged unless in executive session, or face possible personal liability for such actions.

All written and/or oral communications by and between the ASSOCIATION and any member regarding the records of the ASSOCIATION relating to another unit's owner including but not limited to alleged violations, violations, sanctions, submissions for approval, delinquencies, or penalties are protected and are confidential pursuant to Chapter 116 of the Nevada Revised Statutes. ASSOCIATION and Volunteer may not disclose privileged communications concerning or affecting any unit owner.

Volunteer understands that any information he or she obtains while working on the Project or performing other volunteer activities for the ASSOCIATION must be kept confidential and shall not be discussed unless and until a duly constituted majority of the Board of Directors and/or a unit owner intentionally and legally waives any privilege identified herein.

If in the course of the Project or other volunteer activities of the Association, Volunteer receives material and/or information alleged to be confidential by ASSOCIATION, Volunteer agrees that he/she is to make no copies of any of the material that may be provided to Volunteer. All information is to remain in Volunteer's personal custody. Upon request, Volunteer will destroy any documentation that was provided to him/her. Volunteer agrees not to disseminate such material or disclose to any person any information he/she obtains.

11. REPRESENTATIONS. Volunteer confirms that he/she is over the age of nineteen (19) years and in signing this Agreement, is not relying on any oral, written or visual statements of any kind by the ASSOCIATION or any Personnel relating to the scope of the Project or other volunteer activities of the ASSOCIATION. Volunteer further confirms that he is a valid Nevada driver's license, has not been cited for any moving motor vehicle violation within the past 5 years, and had NEVER been cited from driving under the influence of drugs or alcohol. Volunteer further represents and warrants that he/she has had sufficient time to read and understand this Agreement before signing the same and that this Agreement shall be binding upon Volunteer's heirs, assigns, beneficiaries, executors, administrators, guardians, custodians, spouse, family members, successors, and anyone claiming by or through any of them. Volunteer understands this is a waiver and release of liability and a contract between Volunteer and ASSOCIATION, its members, and fellow homeowners. Volunteer signs this Agreement of his/her own free will.

VOLUNTEER NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

_____ _____

VOLUNTEER SIGNATURE DATE

ASSOCIATION

By: _____ _____

Its: DATE