

Indian Rest Village Improvement Society Approved Bylaws – August 2017

Article I – NAME

The official name of this organization is “The Indian Rest Village Improvement Society”. The organization also does business as “Indian Rest Association” or “Indian Rest”. This organization is also referred to as the “Association” in these bylaws.

Article II – MISSION

The Indian Rest Village Improvement Society exists to collectively preserve the stewardship of common land and resources for Indian Rest Landowners and Shareholders.

Article III – MEMBERSHIP

Section 1 – Membership criteria

Membership shall be open to Landowners and Shareholders.

- a) *Landowners* are defined as those with title to lots in the plan of the Indian Rest Village Improvement Society that is registered in the Cumberland County Registry of Deeds.
- b) *Shareholders* are defined as those with title to shares backed by an Indian Rest stock certificate as recorded in the corporate register.

Section 2 – Member in Good Standing

A Member in Good Standing is defined as a member who has paid all required assessments since the date of property purchase or share transfer, or 1996, whichever is more recent, and who has signed the Permission and Release Agreement in Appendix 1 of these bylaws.

Membership in Good Standing status is required in order to:

- Vote and address the membership at Annual and Special Meetings.
- Be eligible to run for office.
- Be free to use the common land and dock for General Approved Uses listed in the Common Land and Docks sections of Article VIII.
- Be eligible for other uses of the common land specified in the Common Land of section Article VIII, with written Board permission.
- Obtain copies of Association bylaws, Policies, and Annual and Special Meeting minutes upon request.

Section 3 – Membership Expiration

Membership in the Indian Rest Village Improvement Society shall expire when the member holds neither title to a lot in the Indian Rest Village Improvement Society, nor title to a share in the Indian Rest Village Improvement Society.

Article IV – INDIAN REST VILLAGE IMPROVEMENT SOCIETY BOARD OF DIRECTORS

Section 1 – Board of Directors

As required by applicable Maine statutes, the Indian Rest Village Improvement Society shall be governed by a Board of Directors, also referred to as “the Board” in these bylaws.

Section 2 – Officers and Directors

The Board of Directors shall consist of four officers: a president, vice president, secretary, treasurer, and four directors. All members of the Board of Directors have voting rights. The Board of Directors shall be elected at the annual membership meeting by majority vote for two-year terms. The offices of president, vice president, and two directors will be presented for election on odd-numbered years, and the offices of the secretary, treasurer, and the other two directors will be presented for election on even-numbered years. All Members in Good Standing are eligible for office.

Section 3 – Duties of Officers and Directors

- a. The duties of the president shall include, but not be limited to, chairing the meetings of the membership and the Board of Directors according to Roberts Rules of Order; notifying Board members of Board Meetings with 24 hours notice given; presenting an agenda to follow at Board Meetings and meetings of the membership; reporting to the membership on Board and Association activities; serving as the signature authority representing the Indian Rest Village Improvement Society.
- b. In the absence or disability of the president, the vice president will assume the duties of the president. In the absence or disability of both the president and vice president, the remaining directors will elect a standing director to fill the role of president.
- c. The duties of the secretary shall be to keep minutes and other necessary records, to record all votes in a book for that purpose, to notify members personally or in writing of all membership meetings, to send out notice of assessments, and other duties as may be defined by the directors and the president.
- d. The duties of the treasurer are to keep financial records of all monies taken in and paid out, to notify the Board of Directors of unpaid assessments, to pay the Association bills, to present financial reports at Association meetings, and other duties as may be defined by the directors and the president.

Section 4 – Removal and Vacancies

- a. Any Board member may be removed by a majority vote of the membership at an Annual or Special Meeting.
- b. Any vacancies on the Board will be filled as follows:

If a vacancy occurs during a term, a month or less before an Annual Meeting, this vacancy will be filled at the Annual Meeting to serve out the term.

If a vacancy occurs during a term, more than a month before an Annual Meeting, the Board reserves the right to ask a Member in Good Standing to serve out the term as an acting Board member, or vote to leave the seat vacant until the next Annual Meeting.

Article V – MEETINGS

Section 1 – Annual Meeting

- a. An Annual Meeting of the members of the Association will be held on the first Sunday in August or soon thereafter. Official notification of the exact date will be given in writing to the address of record of all known Association Members no less than fourteen days prior to the meeting date. It is the responsibility of Members to assure that their address of record remains current with the Association. Such notice will include a meeting location, agenda, a list of Board positions up for election, a list of items being placed before the membership for a vote, and a brief background on each item being submitted for vote.
- b. A legal notice announcing the meeting will be placed in The Brunswick Times Record, or suitable substitute if the Times Record ceases to do business, no less than fourteen days before the meeting.
- c. The Annual Meeting will be for the purpose of electing officers and directors, and for the transaction of such business as the Board and members may bring to the meeting.
- d. The Board of Directors has the authority to table new business until the next Annual or Special Meeting to allow for appropriate research and consideration, as well as to invite nonmembers to address the meeting for specific purposes.

Section 2 – Special Meetings

- a. Special Meetings of the Membership may be called by a majority of the Board.
- b. Special Meetings may also be called by the President after receiving a petition of 50% of Members in Good Standing.
- c. Fourteen days notice must be given to known Members and a legal notice given to The Brunswick Times Record, or a suitable substitute if the Times Record ceases to do business.
- d. The Board of Directors has the same authority at Special Meetings as at Annual meetings.

Section 3 – Board Meetings

- a. The Board will schedule at least four meetings per year, approximately quarterly, to discuss Indian Rest business and decide upon issues to be brought to the membership at the Annual Meeting. Dates for scheduled Board Meetings will be posted on the Association web site.
- b. The Board of Directors may also schedule additional meetings as required to do the business of the Indian Rest Village Improvement Society. Notification to the Membership of these additional meetings is not required.
- c. Any Member in Good Standing can attend an Indian Rest Board Meeting if he or she contacts the President and gives 24 hours notice of the issue that he or she would like to discuss.

Section 4 – Meeting Minutes

- a. Meeting minutes will be kept by the Board Secretary for all Board, Annual, and Special Meetings.
- b. Annual and Special Meeting minutes will include a summary of the meeting and records of the number of yea's, nay's, and abstentions for each vote. Annual and Special Meeting minutes will be reviewed by the Board at the next Board Meeting and sent to Members afterwards.
- c. Board Meeting minutes will include a summary of the meeting and records of the number of yea's, nay's, and abstentions for each vote, as well as voting records and summaries of issues voted upon between meetings. Meeting minutes will be reviewed by the Board at the next Board Meeting and entered into corporate records by the Board Secretary once initialed and dated by the Board President.

Section 5 – Policy record

- a. In addition to meeting minutes, the Board Secretary will keep a record of all standard operating procedures and regular Association practices which result from Annual Meetings, Special Meetings, and Board Meetings, but which are not included in the bylaws.
- b. The policy record will be organized by topic, listing decisions in order of approval date within each topic. The policy record will be brought to all Annual, Special, and Board Meetings for reference.

Article VI – VOTING

Section 1 – Annual Meetings and Special Meetings

- a. Voting will be performed only by Members In Good Standing, with each Assessment receiving two votes.
- b. Approval of General Association Business is by a simple majority vote of yeas vs. nays, determined either by a show of hands, or by secret ballot, at the President's discretion.
- c. Approval of Special Association Business is by a two-thirds majority vote of yeas vs. nays, determined by secret ballot. Special Association Business is defined as the following:
 - Bylaw changes and amendments.
 - The sale, trade, donation, or transfer of Association property.
 - The expenditure of more than ten percent of Association financial assets for purposes *other* than paying taxes and the maintenance or replacement of existing Association property.
- d. Voting for elections is by simple majority vote.
- e. Special Association Business topics involving a vote at an Annual or Special Meeting must be announced prior to the meeting in a notice sent out two weeks before the meeting as per Article V of these bylaws (Meetings). Votes on new Special Association Business topics that arise during a meeting will need to wait until the next Annual or Special Meeting.
- f. Members in Good Standing unable to attend a meeting can designate, in writing, a proxy for the following only: attending the meeting, reading signed prepared statements, and voting in their place. Other activities, including participating in discussions and the making of motions, are not available to proxies. Members cannot serve as proxies for other members.
- g. All members and proxies must sign in with the Association Secretary in order to participate in the meeting.

Section 2 – Board Meetings and interim votes

- a. Approval of Board business is by simple majority vote. There is one vote per Board member and all Board members are allowed to vote. This includes meetings and interim votes by email, phone, or in person.
- b. The majority of the whole number of the Board shall constitute a quorum for the transaction of business. This includes meetings and interim votes by email, phone, or in person.

Article VII – Policies

In addition to these bylaws, Association business is governed by a set of Policies approved by the membership. The purpose of Policies is to expand upon or clarify items in the bylaws without making the bylaws themselves more complex, as well as to create a mechanism where it is simple to modify items that change over time, such as fees.

- a. Association Policies are binding upon all members.
- b. All Policies must be in accordance with these bylaws, and cannot override bylaws. If there is a contradiction between the two, the bylaw is the governing rule.
- c. A review of any Policy can be called during any Annual or Special meeting.
- d. Changes to Policies are classified as General Association Business, and can therefore be implemented by a simple majority vote at any Annual or Special meeting.

Article VIII – AMENDMENTS

Section 1 – Checks and Balances

- a. The president cannot make binding decisions or sign documents of legal significance without approval by Board vote.
- b. The Board cannot conduct Special Association Business, as defined in the Annual Meetings and Special Meetings section of Article VI, without an Association vote.

Section 2 – Finances

- a. *Assessments.* The annual assessment amount shall be recommended by the Board of Directors and fixed at a general meeting of the Association.
 - The amount of the assessment shall be presented by the Board at the Annual Meeting, and must be at least enough to cover all Association taxes and projected operating expenses.
 - Each dwelling with any number of lots will be assessed as one unit. Landowners who do not have dwellings will be assessed for one unit independent of the number of lots owned.
 - Each shareholder will be assessed as one unit independent of number of shares owned. Co-owned shares will be assessed as one unit.
- b. *Insured Accounts.* At least thirty percent of financial assets must be kept in federally insured accounts, to be adjusted annually.
- c. *Protected Accounts.* The Association will maintain one or more separate accounts dedicated to property tax relief and to the repair, maintenance, and replacement of existing Association structures (wharves and other structures approved by membership vote). These funds must be kept in a fashion that allows the Board to pay expenses within 90 days.
- d. *Operating Account.* Funds will be disbursed by the Treasurer from an Operating Account which will contain no more than \$500 plus the amount needed to conduct Association business within 90 days.
- e. *Signature and Approvals.* Expenditure of funds from the Operating Account will require the Treasurer's signature. Transfer and expenditure of funds from all other accounts will require the signature of both the President and Treasurer, as well as approval of the Board of Directors.
- f. *Use of Proceeds.* Proceeds from the sale of Association assets (woodlot harvesting, etc.) will be kept in *Protected Accounts* until those accounts are at least twice the previous year's annual operating budget as set at the Annual Meeting.

Section 3 – Common Land

Association common land is available for use only by Members in Good Standing, their guests, and in cases noted below, by tenants of Members in Good Standing. Association common land includes non-private property on the plan entitled “Indian Rest” in the Cumberland County Registry of Deeds book 9, page 49. The Board of Directors has the sole right to ask authorities to remove trespassers.

- a. *General Approved Uses* of common land include walking, hiking, the planting of a garden on land contiguous to an owner’s lot, the cutting of shrubs and grass on land contiguous to an owner’s lot, and other normal recreational uses. The storage of kayaks, canoes, and boats and/or trailers is permitted in designated areas in accordance with the Dry Storage section of this article. General Approved uses require no Board permission, other than as specified in the Dry Storage section of this article. General Approved Uses of common land are also available to guests of Members in Good Standing, and to tenants of Members in Good Standing, provided said tenants have signed the Permission and Release Agreement in Appendix 1 of these bylaws.
- b. *Special Approved Uses* of common land include septic systems and wells on land contiguous to an owner’s lot, the cutting of walking paths on Association rights of way, the trimming or felling of hazardous trees on common land, and the thinning of trees in accordance with the Tree Thinning section of this section. ALL Special Approved Uses require written permission by the Board of Directors. Special Approved Uses deemed by the Board to pose legal or liability risks to the Association will also require the signing of the Indemnification Agreement in Appendix 2 of these bylaws. Special Approved Uses of common land are not available to tenants or guests of Members in Good Standing.
- c. Uses of common land in existence as of August 2001 are allowed under these bylaws, provided such uses are legal and do not interfere with uses of common land described in this section.
- d. *New Non-Lasting Uses* of common land, defined as uses of land not specified in these bylaws, that *will* allow the land to be restored to original condition in less than one year’s time, can be approved by majority Board vote.
- e. *New Lasting Uses* of common land, defined as uses of land not specified in these bylaws, that *will not* allow the land to be restored to original condition in less than one year’s time, require approval by majority membership vote at an Annual Meeting or Special Meeting.
- g. Any use of common land that obstructs or encroaches upon Association rights of way is forbidden, regardless of whether or not such use would otherwise be allowed by these bylaws.

Section 4 – Trees, Limbs, and Brush

- a. *Threatening trees and limbs.*
 - Lot Owners are responsible for cutting trees and limbs that pose a safety hazard.
 - Cutting must be performed in accordance with sections 4b through 4e below.
- b. *Brush and lower tree limbs on common land.*
 - Members in Good Standing can trim brush and lower tree limbs on common land in accordance with applicable ordinances and laws without obtaining permission.
 - Cutting must be code-compliant, and members performing the work do so at their own risk and must take full responsibility for the cutting.
- c. *Fallen trees on common land.*
 - Members in Good Standing can cut and remove fallen trees and branches on common land by submitting before and after documentation photos to the Board of Directors.

- d. *Tree cutting and thinning on common land – performed by members.* Members in Good Standing can cut trees and limbs on common land in accordance with the following:
- Members must show the board the intended work to be done *and* sign the *Release and Indemnity Agreement for Particular Purpose* in Appendix 2 of these bylaws.
 - Cutting within 75' of the shore requires town approval with a signed copy of the *Town Notification and Verification of Substantial Compliance* in Appendix 3 of these bylaws.
 - Cutting farther than 75' from the shore requires either: a) written board approval, or b) a signed letter from an arborist stating that the tree or limb is a hazard and needs to come down.
- e. *Tree cutting and thinning on common land – performed by the Board of Directors.* The Board of Directors can cut trees and limbs on common land in accordance with the following:
- Cutting within 75' of the shore requires town approval with a signed copy of the *Town Notification and Verification of Substantial Compliance* in Appendix 3 of these bylaws.
 - If the cutting could result in damage to private property, either: a) the Members performing the cutting must sign the *Release and Indemnity Agreement for Particular Purpose* in Appendix 2 of these bylaws, or b) the cutting must be performed by a certified arborist.

Section 5 – Docks and Wharves

- a. Association docks and wharves are available only to Members in Good Standing and their guests for normal, noncommercial, recreational uses only. The Board of Directors has the sole right to ask authorities to remove trespassers.
- b. Boat tie-up at the float is limited to loading and unloading. Special cases needing longer tie-up times such as boat repair will be allowed as long as this does not interfere with access to the float by other Members in Good Standing.
- c. *Dock and Dinghy Access.*
- Access to the dock is open only to: a) Members in Good standing, b) their family members and guests, and c) their tenants who are covered by an applicable Permission and Release Agreement from these bylaws.
 - Access to all dinghies, both private and shared, is open only to: a) Members in Good Standing, b) their family members, and c) their long-term tenants (minimum of 30 days) who are covered by an applicable Permission and Release Agreement from these bylaws.
 - Dock and dinghy access for an Assessment is intended for seasonal or long-term residents of a single dwelling at Indian Rest. While use by non-resident owners is allowed, the board reserves the right to restrict access privileges, by majority vote, in the event that an Assessment or Club overuses or abuses the resource, subject to review by the Association at an Annual or Special Meeting.
- d. *Dinghies.*
- One dinghy per assessment may be tied to the dock float, subject to the following restrictions:
 - Dinghies must have a measurable overall length of twelve feet or less, excluding attached outboard motors.
 - A Dinghy Fee will be set by the board of directors, to be paid annually with Assessments. All proceeds from this dinghy fee will be tracked separately and dedicated to wharf area maintenance and repair.
 - Dinghies can be tied up by Members in Good Standing who are current with their Dinghy Fees. Unauthorized dinghies and skiffs will be removed from the float and placed on common land; authorities will be asked to remove repeat trespassers.

- The total number of dinghy tie-up slots on the float will be determined by the Board of Directors on an ongoing basis based upon float use. Availability of dinghy tie-up slots to Members will be on a first-come first-served basis determined by the number of consecutive seasons of dinghy fees paid.
- The Board of Directors will reserve one dinghy slot for a Shared Dinghy owned by a Dinghy Club in order to ensure access to the harbor for Members in Good Standing.

e. *Dinghy Club.*

- Members may form a Dinghy Club for using a Shared Dinghy tied to the Association dock float, provided the Club remains open all those who are eligible as per Dinghy Access requirements above.
- Use of the Shared Dinghy will be available *only* to Dinghy Club members, and is entirely at their own risk.
- The Dinghy Club assumes all ownership, maintenance, and liability for the Shared Dinghy.
- The Dinghy Club will pay one Dinghy Fee to the Association.

f. *Private docks.*

- No new private docks or wharves will be allowed on Association common land.
- Existing private docks or wharves will continue to be allowed on Association common land, provided the owners maintain them to reasonable standards of care, indemnify and hold harmless the Association against all liability, provide proof of liability insurance, and post a permanent sign indicating the dock is a private dock. Maintenance, liability, and indemnification requirements apply to each new owner over time.
- Private dock owners are guaranteed access to their docks, in accordance with uses of common land specified in these bylaws, as long as they remain Members in Good Standing.
- Private dock owners are guaranteed maintenance access to their docks, regardless of their membership standing, subject to Board approval for specific access plans and any required land remediation.
- Association approval of maintenance and rebuild projects requires that all relevant government permits and permissions be obtained. Approval of maintenance and rebuild projects that stay within the existing dock footprint and dimensions on common land is automatic, and can be granted by the Board of Directors as needed. Approval of maintenance and rebuild projects that exceed the existing footprint and dimensions requires a majority Association vote and at Annual or Special Meeting.

Section 6 – Dry Storage

- a. Members in Good Standing may store dinghies, skiffs, canoes, kayaks, and other similarly-sized boats on common land adjacent to the Association wharves. Members in Good Standing may also store canoes, kayaks, and rowing skulls/shells upon racks supplied by the Association for this purpose.
- b. Temporary storage of Larger Boats and licensed boat trailers is open to Members in Good Standing, in Board-designated areas. A storage fee will be set by the Board in these instances. All proceeds from this storage fee will be tracked separately and dedicated to storage area maintenance and repair.
- c. Storage of Larger Boats and licensed boat trailers will require: a) written permission from the Board, and b) receipt by Treasurer of the designated storage fee.
- d. Long-term storage of Larger Boats will be limited to the months of September through May; storage of trailers will be allowed year round. Permission for storage expressly forbids the storage of any additional materials or equipment not located inside the stored boats or upon the stored trailers.

Section 7 – Parking and vehicle access

a. Vehicle access.

- Members in Good Standing may use vehicles to access Board-designated sections of common land indicated in Association Policies, only for loading, unloading, and for Association maintenance projects.
- Vehicles must be moved once the loading, unloading, or maintenance project is complete.

b. Parking

- Day parking for Members in Good Standing is available in Board-designated areas.
- All other parking for access to common land must be on private lots.

Section 8 – Covenants

Regardless of any rights granted to the Association in property deed covenants, neither the Association, nor its Board of Directors, will:

- a. Require property owners or tenants to connect to any water or sewer system maintained by the Association.
- b. Exercise any rights to remove timber and/or cord wood from privately-owned lots.

Section 9 – Posting of Polices and Bylaws

- a. Current versions of Association bylaws and Policies will be maintained on the Association website at <http://www.indianrest.org> for downloading by any Association Member.
- b. The board will remind members at Annual meetings that Policies and bylaws are available for download, and by request, and that Policies can be reviewed at any Annual or Special meeting.

Section 10 – Remedies

Violations of these bylaws will be remedied in accordance with the following:

- a. Any Member in Good Standing who violates these bylaws may lose his or her Member in Good Standing status, at the discretion of the Board, until the violation is resolved.
- b. Any Member who does not cooperate with the Board to remedy a violation can be held liable for any damages caused, as well as any monetary, labor, or material expenses required to resolve the violation.
- c. Should the Board of directors be unable to resolve a bylaw violation by dealing directly with the person committing the infraction, the Board reserves the right to pursue legal action.

Appendix 1: Permission and Release Agreement

This Agreement is entered into by and between The Indian Rest Village Improvement Society ("Society"), and the below-signed person ("Member") for valuable consideration that includes, but without limitation, permission to use Society's property. This Agreement shall remain in effect and enforceable unless and until it is canceled expressly and in writing by a duly authorized representative of Society.

Society hereby grants Member permission to use Society's property in accordance with and to the extent permitted by Society's Bylaws and Policies ("Bylaws and Policies"), as may be amended from time to time. Society agrees to provide Member with copies of Bylaws and Policies within a reasonable time after Member's request. Member acknowledges and agrees that some uses of Society's property may require payment of a fee and that Society can revoke permission for anyone, including a Member, to enter and/or use Society's property, in accordance with the Society's Bylaws and Policies.

Member acknowledges and agrees that entry upon and/or use of Society's property is at Member's own risk and at the risk of any people, businesses, and/or government entities allowed, invited, or caused, directly or indirectly, by Member to enter and/or use Society's property, including, but not limited to, family members, friends, guests, visitors, employees, independent contractors, utilities, inspectors etc. (hereinafter called "Invitees"). Society makes no promises or representations regarding the maintenance, fitness, or safety of the property. Member agrees, warrants, and guarantees that any and all entry onto and/or use of the property by Member shall be conducted using due, reasonable, and prudent care and shall be in accordance with (a) all applicable local, State, and Federal laws, standards, rules, regulations, ordinances, and orders and (b) all applicable Society Bylaws and Policies.

Member agrees to remise, release, and forever discharge and to defend, indemnify, and hold harmless Society, its agents, representatives, predecessors, successors, assigns, purchasers, landowners, members, shareholders, directors, officers, partners, employees, independent contractors, subcontractors, attorneys, insurers, and all of Society's currently and formerly affiliated individuals, firms, partnerships, sole proprietorships, limited liability companies, associations, and corporations, whether they be parents or subsidiaries, of and from any and all claims, causes of action, theories of liability, controversies, or demands for injuries, deaths, losses, costs, expenses, and/or other damages in the past, now existing, or which may hereafter relate to or arise out of Member's and/or Invitee's entry upon, use of, and/or proximity to Society's property, even if the alleged injuries, deaths, losses, costs, expenses, and/or other damages were caused, in whole or in part, by Society's own negligence.

Member acknowledges and agrees that, with the exception of the Bylaws and Policies and any other written and signed actions and/or decisions of Society's Board made prior to the date this Agreement was signed by Member, (a) this Agreement contains the entire agreement between Society and Member; (b) no additional promises have been made to Member about the entry upon and/or use of Society's property; and (c) the signing hereof has not been induced by any representations outside of this Agreement made by Society, or anyone on its behalf.

Member acknowledges and agrees that Society and its insurer(s) reserve and retain any and all claims, causes of action, rights, remedies, and defenses, whether at law or in equity, unless otherwise expressly stated in this Agreement, and that this Agreement imposes no accord and satisfaction or estoppel on Society or its insurer(s).

Member acknowledges and agrees that this Agreement shall be construed, interpreted, and enforced in accordance with the substantive laws of the State of Maine (except Maine's choice of law principles); that Member submits to the personal and subject matter jurisdiction of the federal or state courts within the State of Maine for all matters involving the interpretation and enforcement of this Agreement; that any action on this Agreement shall be brought in a state or federal court located within the State of Maine.

The undersigned person hereby declares that he/she has read all of the terms of this Agreement and fully understands and voluntarily accepts them as contractual, and not merely recital.

Signature and Printed Name of Member

Date

Appendix 2: Release and Indemnity Agreement for Particular Purpose

This Agreement is entered into by and between The Indian Rest Village Improvement Society ("Society"), and the below-signed person ("Member") for valuable consideration that includes, but without limitation, permission to use Society's property. This Agreement is in addition to and supplements the Permission and Release Agreement previously signed by the Member. To the extent there is an inconsistency between this Agreement and the previously signed Permission and Release Agreement, this Agreement shall control only with respect to the Member's intention to _____ on Society's property (hereinafter called "Activity").

Member acknowledges and agrees that entry upon and/or use of Society's property for the purpose of Activity is at Member's own risk and at the risk of any people, businesses, and/or government entities allowed, invited, or caused, directly or indirectly, by Member to enter and/or use Society's property, including, but not limited to, family members, friends, guests, visitors, employees, independent contractors, utilities, inspectors etc. (hereinafter called "Invitees"). Society makes no promises or representations regarding the maintenance, fitness, or safety of the property for the purpose of Activity. Member agrees, warrants, and guarantees that any and all entry onto and/or use of the property by Member and Invitees, for the purpose of Activity, shall be conducted using due, reasonable, and prudent care and shall be in accordance with (a) all applicable local, State, and Federal laws, standards, rules, regulations, ordinances, and orders and (b) all applicable Society Bylaws and Policies.

Member agrees to remise, release, and forever discharge and to defend, indemnify, and hold harmless Society, its agents, representatives, predecessors, successors, assigns, purchasers, landowners, members, shareholders, directors, officers, partners, employees, independent contractors, subcontractors, attorneys, insurers, and all of Society's currently and formerly affiliated individuals, firms, partnerships, sole proprietorships, limited liability companies, associations, and corporations, whether they be parents or subsidiaries, of and from any and all claims, causes of action, theories of liability, controversies, or demands for injuries, deaths, losses, costs, expenses, and/or other damages in the past, now existing, or which may hereafter relate to or arise out of Member's and/or Invitee's entry upon, use of, and/or proximity to Society's property for the purpose of Activity, even if the alleged injuries, deaths, losses, costs, expenses, and/or other damages were caused, in whole or in part, by Society's own negligence.

Member acknowledges and agrees that, with the exception of the Bylaws and Policies and any other written and signed actions and/or decisions of Society's Board made prior to the date this Agreement was signed by Member, (a) this Agreement and the Permission and Release Agreement contain the entire agreement between Society and Member; (b) no additional promises have been made to Member about the Activity; and (c) the signing hereof has not been induced by any representations outside of this Agreement made by Society, or anyone on its behalf.

Member acknowledges and agrees that Society and its insurer(s) reserve and retain any and all claims, causes of action, rights, remedies, and defenses, whether at law or in equity, unless otherwise expressly stated in this Agreement, and that this Agreement imposes no accord and satisfaction or estoppel on Society or its insurer(s).

Member acknowledges and agrees that this Agreement shall be construed, interpreted, and enforced in accordance with the substantive laws of the State of Maine (except Maine's choice of law principles); that Member submits to the personal and subject matter jurisdiction of the federal or state courts within the State of Maine for all matters involving the interpretation and enforcement of this Agreement; that any action on this Agreement shall be brought in a state or federal court located within the State of Maine.

The undersigned person hereby declares that he/she has read all of the terms of this Agreement and fully understands and voluntarily accepts them as contractual, and not merely recital.

Signature and Printed Name of Member

Date

Appendix 3: Town Notification and Verification of Substantial Compliance

Re: Proposed Vegetation/Tree removal at Indian Rest Subdivision, Map 50, Lot 176,

Adjacent to: _____ *(map and lot number)*

By Association Member: _____ *(member name)*

To be performed by: _____ *(name of arborist, or "self")*

Indian Rest

The Board of Directors of the Indian Rest Village Improvement Society verifies that it is aware of the proposed vegetation/tree removal plan being presented by the above Association Member, and that the member has signed our *Release and Indemnity Agreement for Particular Purpose* wherein the member agrees to take full responsibility for the work to be done. A copy of the signed agreement is attached to this document.

The Board of Directors also verifies that our corporate bylaws grant permission for any cutting in the shoreland zone approved by the Town of Harpswell.

Signature of Indian Rest representative

Date

Printed name and title

Town of Harpswell

The Town of Harpswell Code Enforcement Office has been contacted by the above Indian Rest Association Member regarding a proposed vegetation/tree removal plan.

The Town verifies that it has had the opportunity to review the plan, that the plan as presented is in substantial compliance with the vegetation removal standards established in Harpswell's Shoreland Zoning Ordinance, Section 15.21, and that the Town would have no plans to pursue additional enforcement efforts if the cutting is performed in accordance with the plan.

Should any deviation from the presented plan be contemplated, the Code Enforcement Office must be contacted to verify adherence to applicable Shoreland Zoning requirements. Should any violation of the vegetation removal standards occur, replanting shall be required.

Signature of Town representative

Date

Printed name and title