

Lake Wallkill Community INC

Application For Vehicle Exception

Name: _____

Address: _____

Phone: _____ email: _____

I am applying for permission to operate the following vehicle on private roads of Lake Wallkill: (Check applicable vehicle, separate application for each vehicle)

_____ ATV _____ UTV _____ Golf Cart

Vehicle Details:

Make: _____

Model: _____

VIN/Serial #: _____

Insurance/Indemnification Selection:

_____ I will provide proof of insurance for my ATV/UTV/Golf Cart

_____ I will sign the Indemnification Agreement

I understand that operation of by vehicle must be in accordance with the speed limits and traffic signs in the community. If an ATV/UTV, I understand my operation is restricted to providing landscaping or snow removal for myself or other residents of Lake Wallkill.

Signature: _____ Date: _____

INDEMNITY AGREEMENT

State of New Jersey

BACKGROUND

A. This Indemnity Agreement is made effective as of the following date: _____, by and between the following protected Party (the "Indemnitee"):

Lake Walkkill Community INC.
of
5 Lakeside Drive
Sussex, NJ 07461

and the following reimbursing Party (the "Indemnifier"):

of

B. *WHEREAS*, the Indemnitee desires protection against any personal liability, claim, suit, action, loss, or damage that may be a result of Indemnitee's receiving the herein described service.

C. *WHEREAS*, the Indemnifier desires to provide protection and minimize harm the Indemnitee may suffer as a result of any personal liability, claim, suit, action, loss, or damage that may result from the Indemnitee's receiving the herein described service.

D. *WHEREAS*, the Indemnifier will be responsible to provide such protection whether they, or anyone else, is operating their ATV/UTV/Golf Cart that results in any personal liability, claim, suit, action, loss, or damage that may result from the Indemnitee's receiving the herein described service.

E. *WHEREAS*, the Indemnifier is protecting the Indemnitee in exchange for the Indemnitee receiving the following service:

Permission to operate an ATV/UTV/Golf Cart on the private roads of Lake Walkkill Community INC. ATV/UTV's are restricted to use related to performance of landscaping or snow removal services for residents of Lake Walkkill.

NOW THEREFORE, in consideration of the Indemnitee receiving the herein described service, and the Indemnifier and the Indemnitee entering into this Agreement, and all other good and valuable consideration, as well as the mutual covenants and conditions contained herein, the Parties hereby agree as follows:

I. INDEMNIFICATION.

1. The Indemnifier agrees to fully hold harmless, defend, and indemnify the Indemnitee from any and all civil claims, actions, and lawsuits arising out of the Indemnitee's receiving the herein described service, including, without limitation, expenses, all claims for fines, settlements, judgments, personal injury, wrongful death, and other amounts actually and reasonably incurred in connection with any liability, suit, action, loss, or damage arising from Indemnitee's participation, subject to any applicable limits on indemnification herein described.

2. Where prohibited by federal, state, or local law, the above indemnification does not include indemnification of the indemnitee against any claims caused by the gross negligence or fault of the Indemnitee, their agent or employee, or any third party under their supervision or control, other than the Indemnifier and their agents, employees, or subcontractors.

3. In the case of criminal proceedings arising as a result of Indemnitee's receiving the herein described service, the Indemnifier will indemnify the Indemnitee against all amounts including, without limitation, expenses, fines, judgments, settlements, and other amounts actually and reasonably incurred by the Indemnitee subject to any applicable limits on indemnification herein described.

4. Under the terms of this Agreement, the maximum amount of indemnification the Indemnifier is obligated to pay will be unlimited with respect to any single claim or action.

5. The Indemnifier agrees to cooperate in good faith and use best efforts to ensure that the Indemnitee is reimbursed and indemnified for any and all relevant expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with the defense of any claim or action resulting from the Indemnitee's receiving the herein described service.

6. The Indemnitee agrees to cooperate in good faith and use best efforts to provide any and all necessary information and documents within their power as required for the defense of any claim or action. The Indemnitee shall also provide any and all information and documents necessary within the Indemnitee's power to help in a determination of indemnification as described herein.

II. EXCEPTIONS TO INDEMNIFICATION.

7. The Indemnitee shall not be entitled to indemnification from the Indemnifier for any judgments, settlements, expenses, fines, lawsuits, or other amounts incurred as a result of the Indemnitee's actions where:

- a. in the case of a civil claim, the Indemnitee is determined to have acted negligently and without due and reasonable care;
- b. in the case of a criminal action, the Indemnitee had reasonable cause to believe their conduct was unlawful;
- c. the actions or conduct of the Indemnitee constituted willful misconduct or were knowingly fraudulent or deliberately dishonest;
- d. the Indemnitee will or has received payment under a valid and collectible insurance policy or under a valid and enforceable indemnity clause, bylaw, or agreement, except where payment under this policy, clause, bylaw, or agreement is not sufficient to fully indemnify the Indemnitee, in which case the Indemnifier shall be responsible for making up the difference; or
- e. an action or proceeding was initiated in whole or in part by the Indemnitee whether alone or along with one or more other claimants unless the action or proceeding has the written consent of the Indemnifier.

III. NOTICE OF CLAIM.

8. In the event of any claim or action, the Indemnitee shall promptly provide the Indemnifier with written notice of the claim or action and will notify the Indemnifier within five (5) business days of the commencement of any legal proceedings relating to the claim or action. The Indemnitee will provide the Indemnifier with all available information known to the Indemnitee relating to the claim or action.

IV. AUTHORIZATION OF INDEMNIFICATION.

9. In any case requiring indemnification for the Indemnitee, the Indemnifier will make the determination of whether indemnification is due and appropriate having given all due consideration to the terms described herein.

10. If the Indemnitee disagrees with the determination of the Indemnifier, then the matter shall be referred for review and determination to independent legal counsel or mediation reasonable satisfactory to the Indemnitee. The Indemnifier shall bear all costs associated with the process of making an independent determination.

11. The Indemnifier bears the burden of proving that indemnification is not appropriate if that is the conclusion they reach after their initial review.

12. The termination of a claim or action by judgment, order, settlement, or conviction, or upon a valid plea of nolo contendere or equivalent, shall not, in and of itself, create a presumption that the Indemnitee did not act in good faith and in a reasonable manner, in the case of a criminal action, that the Indemnitee had reasonable cause to believe that their conduct was unreasonable.

V. PARTICIPATION IN DEFENSE.

13. Upon notification of any impending action or claim, the Indemnifier may, at their discretion and at their own expense, participate in the defense of any action or claim and may, alone or with any other indemnifying party, assume the defense against the action or claim using counsel deemed to be reasonably satisfactory by the Indemnitee.

14. After the Indemnifier has notified the Indemnitee of their intention to participate in the defense, the Indemnifier will no longer be deemed to be liable to the Indemnitee for any additional legal expenses incurred subsequently by the Indemnitee in relation to defense against the claim. The Indemnitee may employ, or continue to employ, their own legal counsel. However, any fees or expenses incurred by the Indemnitee after being notified of the Indemnifier's intention to assume the defense will be the sole responsibility of the Indemnitee.

15. If the Indemnifier chooses not to participate in the defense against the claim or action, the Indemnitee may defend against the claim or action in any reasonable manner they deem sufficient and appropriate. The Indemnifier shall promptly reimburse the Indemnitee for all expenses, judgments, fines, settlements, and any other amounts actually and reasonably incurred in connection to the defense of the claim or action subject to the limits on indemnification described herein.

VIII. PAYMENTS.

16. Indemnifier shall make all necessary and due payments to the Indemnitee within 30 (thirty) days of receipt of Notice of Indemnity from the Indemnitee and without deduction for counterclaim, defense, recoupment, or set-off. Expenses will be added to the Indemnifier's account with Lake Walkkill and be subject to the fees including collections charged to delinquent accounts.

17. Any and all Notices of Indemnity made by the Indemnitee shall be made in writing and contain a full detailing of the items that shall be covered by the payment from the Indemnifier.

IX. BREACH OF CONTRACT.

18. The occurrence of any of the following shall constitute a material default under this Agreement:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either Party.
- c. The subjection of any of either Party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or governmental agency.

19. If any rights or remedies claimed by the Indemnitee under this Agreement are not paid by the Indemnifier, or on their behalf, within 30 (thirty) days after the Indemnitee provides the Indemnifier with proper written Notice of Indemnity, this shall be considered a material breach of this Agreement. Indemnitee shall be entitled to bring suit against the Indemnifier to recover any unpaid amounts and, if successful, in whole or in part, the Indemnitee shall be entitled to be paid any and all costs related to resolving the claim.

20. Where a determination of indemnification is made as described herein and concludes that the Indemnitee is not entitled to indemnification, this shall not be considered a breach that creates the presumption that the Indemnitee is not entitled to any other indemnification under this Agreement.

XI. DURATION AND TERMINATION.

23. This Agreement will terminate automatically on _____.

XII. JOINT AND SEVERAL LIABILITY.

24. If two or more parties act as Indemnifier in this Agreement or if the Indemnifier is a partnership with two or more partners, then liability under this Agreement shall be joint and several for each co-Indemnifier.

XIII. CONFIDENTIALITY.

25. Both the Indemnifier and the Indemnitee, and their respective employees, agents, and contractors, shall at all times shall maintain as confidential all information related to this Agreement and shall not at any time or in any manner, either directly or indirectly, use for the personal benefit of the other Party, or divulge, disclose, or communicate in any manner any information that is proprietary to the other Party, except where required to disclose under any regulatory or other authority or as otherwise required by law.

XIV. ENTIRE AGREEMENT.

26. This Agreement contains the entire agreement of the Parties, and there are no other promises or conditions in any other agreement, whether oral or written, concerning the subject matter of this Agreement.

27. This Agreement supersedes any prior written or oral agreements between the Parties.

XV. SEVERABILITY.

28. If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable.

29. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

XVI. AMENDMENT.

30. This Agreement may be modified or amended in writing, if the writing is signed by the Party obligated under the amendment.

XVII. GOVERNING LAW.

31. This Agreement shall be construed in accordance with the laws of the State of Alabama.

XVIII. NOTICE.

32. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph of this Agreement or to such other address as one Party may have furnished to the other in writing.

XIX. WAIVER OF CONTRACTUAL RIGHTS.

33. The failure of either Party to enforce any provision of this Agreement 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.

EXECUTION:

_____, Representative of ,
Lake Walkkill Community INC (Indemnitee)

Date

Indemnifier

Date

RESOLUTION
of the
MANAGEMENT COMMITTEE
of
LAKE WALLKILL COMMUNITY, INC.

WHEREAS, Article II of the By-Laws as amended through October 2022, recites the purposes and objectives for which the Lake Wallkill Community, Inc. ("Lake Wallkill") was formed which, among other things, is to acquire, hold, own and provide for the care, maintenance and control of the common properties of the Lake Wallkill community; and

WHEREAS, Article V, Section 1 of the By-Laws, provides that the Management Committee is the legislative and policy making body of Lake Wallkill; and

WHEREAS, Section VII, Paragraph 6 of the Rules and Regulations enumerates the rules for vehicles that are permitted and prohibited from using the Private Roads of Lake Wallkill Community INC.; and

WHEREAS, On July 19, 1965, the State of New Jersey approved the application of NJSA Title 39 Motor Vehicle and Traffic Regulations to the Private Roads of Lake Wallkill at the request of Vernon Township; and

WHEREAS, the Management Committee has determined that over time, our Rules and Regulations have not kept up with the proliferation of vehicle types available to Members and the evolution of Title 39 and providing clear guidance in the Rules regarding the permitted and prohibited vehicles on the Private Roads of Lake Wallkill; and

WHEREAS, the Management Committee has researched NJSA Title 39 and performed a review of our current Rules and Regulations to identify areas that could benefit from an update to our Rules and Regulations to specify both the permitted and prohibited vehicles that can operate on our private roads; and

WHEREAS, the Management Committee, upon the advice of counsel, has determined that it is in the best interests of Lake Wallkill, and the entire Lake Wallkill community that this Resolution be made to update the Rules and Regulations to clarify the permitted and prohibited vehicles that can operate on our private roads; and

NOW, THEREFORE, BE IT RESOLVED by the Management Committee that this update to the Rules & Regulations be and hereby is established as follows:

1. Remove the existing language in the Rules and Regulations from Section VII ROADS, paragraph 6, and replace it with the language below.
2. Integrate the new language into the Rules & Regulations and publish the updated Rules & Regulations to the Community Website. Provide notice to all members regarding the updated Rules & Regulations including a copy of the updated Rules & Regulations.
3. Provide for an application and indemnification agreement to facilitate the process for Member requests to operate ATV/UTV and Golf Carts.

Updated Section VII, Section 6 – Lake Wallkill Rules & Regulations:

6. Vehicles permitted/prohibited on the private roads of Lake Wallkill:

The private roads of Lake Wallkill are governed by the State of New Jersey Statutes NJSA Title 39 - Motor Vehicles and Traffic Regulations. NJSA Title 39 was approved for application to the private roads of Lake Wallkill July 19, 1965 by the State of New Jersey and Vernon Township. All motor vehicles (including Automobiles, Trucks, Motorcycles, Mopeds, Low Speed Vehicles) registered, licensed and insured in accordance with NJSA Title 39 are permitted to use the private roads of Lake Wallkill. Likewise, vehicles prohibited under NJSA Title 39 are prohibited from using the private roads of Lake Wallkill. These include off road All Terrain Vehicles (ATV's), Utility Task Vehicles (UTV's), Dirt Bike/Mini Bike (Motorcycles), Snowmobiles and Golf Carts except as noted in the exceptions below:

ATV's and UTV's, operated by licensed drivers, may use the private roads of Lake Wallkill only when they are equipped or engaged in landscaping or snow removal as a service to the residents of Lake Wallkill Community. Use of an ATV/UTV must be in accordance with the speed limit and traffic signs along our roads. The owners of the ATV/UTV must register with the office and provide proof of insurance and sign an agreement that indemnifies Lake Wallkill from any and all liability associated with the operation of the ATV/UTV on community property/roads.

Golf Carts, operated by licensed drivers, that do not meet the requirements of Low Speed Vehicles (LSV) may use the private roads of Lake Wallkill. Use of a Golf Cart must remain in accordance with the speed limit and traffic signs along our roads. The owners of the Golf Cart must register with the office and provide proof of insurance and sign an agreement that indemnifies Lake Wallkill from any and all liability associated with the operation of the Golf Cart on community property/roads.

NJSA Title 39 provides Micromobility Operating Rules and Regulations that cover a variety of gas & electric/battery operated vehicles. Members interested in using one of these modes of transportation on Lake Roads must comply with the statutes, ordinances, rules and restrictions particularly for children under the age of 17. LWC reserves the right to prohibit the use of such vehicles if the operator violates the statutes, ordinances, rules and restrictions. Any operator of a Micromobility vehicle must obey all speed limit and traffic signs in the community. Examples of Micromobility vehicles include:

- Low Speed Electric Scooter (limited to less than 19 MPH)
- Low Speed Electric Bike (limited to a motor of less than 750 watts)
- Motorized Wheel Chair (Jazzy, Rascal)
- Electric Personal Assistive Device (Hoverboard, Segway)
- Motorized Bike/Scooter (Gas or Electric – Motor size and speed restricted)

Construction Equipment:

Wheeled or tracked construction equipment is not permitted to be operated on Lake Roads. Members are advised to discuss this restriction with contractors they hire to work on their property. Any damage done to the roads by a contractor working on a member's property will be repaired and charged to the member's account. It is up to the member to work out any reimbursement from the contractor for the cost of damaged road repairs.

ADOPTED this 24th day of May, 2025 by the Management Committee of Lake Wallkill Community, Inc., in the presence of a quorum.



Jennifer Costello, Secretary