

INDEMNITY AND RELEASE AGREEMENT  
FOR THE DISCLOSURE OF INFORMATION IN CONNECTION WITH  
THE PROSPECTIVE SALE OR REFINANCE OF A UNIT

Condominium: \_\_\_\_\_

Unit #/Address: \_\_\_\_\_

Unit Owner(s): \_\_\_\_\_

\_\_\_\_\_

Check one (X)

\_\_\_\_\_ Refinance

\_\_\_\_\_ Sale to Buyer(s): \_\_\_\_\_

\_\_\_\_\_

This Agreement is made this day by and between the above listed Unit Owner(s) of the specified Unit of the above Condominium (hereinafter referred to as "Unit Owner"); and, if applicable, the above listed prospective Buyer(s) of the Unit (hereinafter referred to as the "Buyer"); and the Condominium Trust/Association, the organization of unit owners of the Condominium, including its Board members, managing agent, counsel, servants, employees, successors and assigns (hereinafter collectively referred to as "Condominium Association").

WHEREAS, a third-party desires to obtain certain information in regard to the administration, operation and affairs of the Condominium in connection with the sale or refinance of the Unit.

WHEREAS, the Unit Owner desires that information be provided to the third party by the Condominium Association to the extent such information is not confidential.

WHEREAS, the Condominium Association has no obligation to provide such information. Notwithstanding the same, the Condominium Association is willing to respond to certain questions subject to the terms and conditions of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby accepted and acknowledged, the Condominium Association, within a reasonable time from the receipt of this fully executed Agreement, shall respond to a third-party request for information pertaining to the administration, operation and affairs of the Condominium in connection with a sale or refinance of the Unit to the extent that such information is reasonable and proper. The Condominium Association is not obligated to disclose all information requested or answer all questions that are asked.

It is specifically acknowledged and agreed that any costs incurred by the Condominium Association for providing this Agreement and the initial response to the request for information, shall be the Unit Owner's responsibility, and if not paid when requested, shall be assessed to the Unit's account. Further, the Condominium Association may require the Unit Owner to pre-pay such amounts prior to undertaking the release of further information.

The Unit Owner and Buyer hereby agree to remise, release and forever discharge the Condominium Association from all debts, demands, actions, causes of action, suits, dues, sum and sums of money, accounts, reckonings, bonds, specialties, covenants, contracts, controversies, agreements, promises, doings, omissions, variances, damages, extents, executions and liabilities and any and all other

claims of every kind, nature and description whatsoever, both in LAW and EQUITY, which against the Condominium Association, the Unit Owner and/or Buyer may now or in the future have in any way, directly or indirectly, relating to the request for information made hereunder and the Condominium Association's response thereto. The Unit Owner and/or Buyer further agree to indemnify, defend and hold harmless the Condominium Association from any and all liabilities, claims, losses, damages, costs and expenses, and including, any and all attorneys' fees and costs, incurred by the Condominium Association, resulting from or related to the providing of the information in connection with the sale or refinance of the Unit.

IN WITNESS WHEREOF the parties have hereunto set their respective hands and seals as dated below.

Date: \_\_\_\_\_

\_\_\_\_\_  
Unit Owner Signature                      Unit Owner Name

\_\_\_\_\_  
Unit Owner Signature                      Unit Owner Name

Date: \_\_\_\_\_

\_\_\_\_\_  
Buyer Signature                              Buyer Name

\_\_\_\_\_  
Buyer Signature                              Buyer Name

Address: \_\_\_\_\_