

Harbor Pointe Condo Association

7 Indian River Avenue, Titusville, FL 32796
321-383-7580 • HARPOINT@ciramail.com

UNIT CHECK AGREEMENT

This **Unit Check Agreement** ("Agreement") is made and entered into by and between _____ (the "**Owner**") and **Harbor Pointe Condominium Association, Inc.**, a Florida not for profit corporation and condominium association as defined in Chapter 718 of the Florida Statutes, (the "**Association**"), as of the date this agreement is last signed by the parties as identified below regarding the Unit located at Building #_____, Indian River Ave, Unit #_____, Titusville, Florida, 32796, (the "**Property**"). Collectively together Owner and Association shall be referenced as the Parties or individually as a Party.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and the Association covenant and agree as follows:

1. Owners agree to pay Association \$30.00 per month, in advance and in exchange for Association performing a monthly Property check as described in this Agreement. Payment pursuant to this Agreement may be made by Check payable to the Association and mailed to 7 Indian River Avenue, #1206, Titusville, Florida 32796. This Agreement shall not be in effect until Owner has paid the fee required by this Agreement and Association has accepted as indicated by execution of this Agreement. If Owner should fail to pay the required advance fee, this Agreement shall be terminated.
2. Owners certify that they will be absent from the Property during the following identified dates and hereby request that the Association staff enter the Property once a month to check for open, obvious and apparent issues that may exist at the Property. Dates Owner is requesting a monthly check:
_____, _____, _____, _____, _____, _____, _____
_____, _____, _____, _____, _____
3. The scope of the monthly Property check shall include and be limited to units that are vacant and involve only a check to verify that the HVAC is set and running, the blinds are closed, toilets are flushed, water in the facets is running, including running hot water in the shower, bathroom and kitchen, check of the HVAC condensate pan. Once the monthly check is performed Owner acknowledges that all water will be turned off coming into the unit from the utility room and that the power is set to on. Any other item determined to be out of the ordinary course or existence for vacant unit will also be noted and recorded in the monthly inspection report. The Association will contact the Owner on an as needed basis at the email or phone number identified in this Agreement.
4. Owner (the "Releasing Party") hereby fully and finally releases and forever discharges the Association, including any of the Association's current and former managers and agents, current and former officers and directors, current and former employees, current and former insurers, current and former attorneys, and current and former representatives of any kind, as well as the heirs, successors, and assigns of each of the foregoing (collectively, the "**Released Parties**") from any and all "**Claims**." For purposes of this Agreement and this paragraph, the term "**Claims**" includes any and all real or perceived claims, obligations, promises, demands, rights, damages, costs, liabilities, liens, losses, suits, actions or causes of action, attorneys' fees and expenses, of any kind or nature whatsoever that the Releasing Party may have, or may later claim to have had, against any of the Released Parties

for personal injuries, contractual damages, losses and damages to personal property, or any other losses or expenses of any kind (including attorneys' fees) arising from or by reason of any matter, act, omission, cause or thing whatsoever, whether known or unknown, foreseen or unforeseen, relating to this Agreement allowing the Released Parties access to the Property for the purposes stated in this Agreement, including, without limitation, (A) any and all claims under any federal, state, or local law, local ordinance, rule or regulation, or common law theories or judicial interpretation of such laws or theories for direct or indirect damages to personal property, lost profits, contractual damages, attorneys' fees, costs, punitive damages, compensatory damages, liquidated damages; (B) any and all claims arising out of any alleged tort, including without limitation tortious breach of contract, fraud, misappropriation, tortuous interference with business opportunities, intentional infliction of emotional distress, negligent infliction of emotional distress, hostile work environment or any other tortuous or unlawful behavior; and (C) any and all claims for monetary recovery, including past or future lost profits, liquidated damages, compensatory and/or punitive damages, economic damages, and/or attorneys' fees and expenses.

5. The terms of this Agreement shall also apply to any agent, assign, heir, guest, or invitee of the Releasing Party, including, but not limited to, any person or entity the Releasing Party invites to the Property or whose personal belongings Owner permits to be stored at the Property. The Releasing Party shall indemnify and hold harmless the Released Parties from any and all Claims of any agent, assign, heir, guest, or invitee of Releasing Party and shall fully compensate, reimburse, and pay for the defense of the Released Parties relating any Claims or this Release. Notwithstanding the indemnification obligations of the Releasing Party, the Released Parties shall be entitled to choose and engage its/his own attorney in defense of any Claims.

IN WITNESS WHEREOF, intending to be legally bound hereby, Owner hereby affirms all information provided herein is true and accurate and that he/she/it has the authority to execute this Agreement on the date indicated below.

OWNER

By: _____

Print Name: _____

Date: _____

Telephone Number: _____

Email Address: _____

ASSOCIATION:

By: _____

Print Name: _____

Title: _____

Date Accepted by Association: _____

\$ _____ **Received Ck#** _____ **Date Fee received by Association:** _____