

**Get Seller's and Buyer's Release and Indemnification Before Providing Resale Disclosure Packet**

*[INSERT COMMUNITY ASSOCIATION NAME]*

**PERMISSION, RELEASE, AND INDEMNITY AGREEMENT IN REGARD TO THE DISCLOSURE OF INFORMATION IN CONNECTION WITH THE PROSPECTIVE SALE OF A UNIT.**

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between *[insert unit owner(s)'name]*, the Owner(s) of Unit *[insert designation]* (the "Unit Owner"); and *[insert prospective buyer's name]*, the prospective purchaser(s) of said Unit (the "Buyer"); and the Board of Directors of *[insert community association name]* (the "Board").

**WHEREAS**, the Buyer desires to obtain certain information in regard to the management, operation, and affairs of *[insert community association name]*.

**WHEREAS**, the Unit Owner desires that such information be provided to the Buyer by the Board, its agents, servants, and/or employees, to the extent it is not confidential.

**WHEREAS**, the Board has no obligation to provide such information, but is willing to do so upon certain terms and conditions.

**NOW THEREFORE**, in consideration of the sum of one dollar (\$1.00) paid by the Unit Owner and/or Buyer, the receipt and sufficiency of which are hereby acknowledged, it is covenanted and agreed as follows:

1. **PERMISSION.** *The Unit Owner and the Buyer give their permission to the Board for it, its agents, servants, and/or employees to provide a Resale Disclosure Packet containing information in regard to the management, operation, and affairs of [insert community association name]. [Insert community association name] shall provide such packet at such time and to such extent as it deems, in its sole and absolute discretion, to be reasonable and proper. Such response may be limited so as to maintain all confidences as the Board deems appropriate and shall be made with reasonable dispatch, but in no event sooner than seven (7) days from the Board's receipt of this Agreement executed by the Unit Owner and Buyer.*
2. **RELEASE.** *The Unit Owner and Buyer hereby release and forever discharge the Board, its agents, servants, and/or employees 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 Board, or its agents, servants, employees, successors, or assigns the Unit Owner and/or Buyer may now or in the future have in any way, directly or indirectly relating to the information provided hereunder.*
3. **INDEMNIFICATION.** *The Unit Owner and/or Buyer further agree to indemnify and hold the Board, its agents, servants, and/or employees, harmless in regard thereto, including any and all attorneys fees and costs incurred by the Board, its agents, servants, and/or employees.*

**IN WITNESS WHEREOF** the parties have hereunto set their respective hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Unit Owner's signature \_\_\_\_\_ Date \_\_\_\_\_

Unit Owner's signature \_\_\_\_\_ Date \_\_\_\_\_

*Buyer's signature* \_\_\_\_\_ *Date* \_\_\_\_\_

*Buyer's signature* \_\_\_\_\_ *Date* \_\_\_\_\_

*Board President's signature* \_\_\_\_\_ *Date* \_\_\_\_\_