



Laguna Woods Village®

**SELLER(S) / BUYER(S) AGREEMENT
FOR BUYER(S) TO ACCESS MANOR PRIOR TO CLOSE OF ESCROW**

Manor Number _____

Date ____/____/____

We seller(s) and buyer(s) have agreed to the sale and purchase of the above designated manor in Laguna Woods, California. The _____ mutual board of directors has approved buyer(s) for membership, and it is expected that escrow will close on or about ____/____/____.

Prior to close of escrow, seller(s) hereby agree(s) to allow buyer(s) to have unaccompanied access to the manor for the following purposes and to obtain the appropriate passes to do so.

Check one or more of the following:

- to store certain items of tangible personal property at said manor
- to redecorate and/or make authorized improvements to said manor
- to take possession and begin residing in said manor effective _____
- _____ is/are hereby authorized to obtain passes for the buyer(s) in his/her/their absence

SELLER(S) MAY NOT CONTINUE OCCUPANCY OF THE MANOR FOR MORE THAN 15 DAYS AFTER THE CLOSE OF ESCROW. BUYER(S) MAY NOT OCCUPY THE MANOR ANY EARLIER THAN 15 DAYS PRIOR TO THE ANTICIPATED CLOSE OF ESCROW. IF EITHER EVENT OCCURS, BOTH PARTIES MUST EXECUTE A LEASE THROUGH THE LEASING DEPARTMENT FOR APPROVAL BY THE MUTUAL BOARD OF DIRECTORS. SPECIAL PASSES WILL BE ISSUED BY COMMUNITY ACCESS PENDING CLOSE OF ESCROW.

Buyer(s) hereby agree(s) to be subject to the same rules, regulations, restrictions and provisions of the applicable Third Mutual CC&Rs or United Mutual Occupancy Agreement upon execution of this agreement and for the term of membership. **Buyer(s) understands that it is United Mutual policy to perform final inspections while the dwelling unit is unoccupied. Any corrections not noted in the final inspection shall be the responsibility of the buyer(s), if the buyer occupies the dwelling unit prior to the completion of the final inspection.** Buyer is responsible for any charges incurred by buyer(s) while occupying the home before close of escrow.

Buyer(s) agree(s) to promptly vacate the manor and the community if the escrow agreement is terminated or does not close within a reasonable time after the anticipated closing date identified above.

The undersigned agree to execute the attached release, waiver of liability and indemnity agreement.

SELLER(S) SIGNATURE(S)

BUYER(S) SIGNATURE(S)

RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

This agreement limits the liability of and waives any claim the seller(s) and/or buyer(s) may have against the Golden Rain Foundation of Laguna Woods, United Laguna Woods Mutual, Third Laguna Hills Mutual and Laguna Woods Mutual No. Fifty, Village Management Services Inc., and each of their respective directors, officers, employees, agents, successors and assigns (hereinafter referred to as the indemnified parties) for injury or damage, even if the injury or damage is caused by the negligence of the indemnified parties. Seller(s) and buyer(s) should read this agreement carefully before deciding that seller(s) shall permit buyer(s), or that buyer(s) desire(s) to be permitted, to enter the property owned or managed by indemnified parties and the seller(s) to use the manor and equipment therein on the terms and conditions contained in this agreement.

Prior to close of escrow of manor no. _____ located in _____ (mutual),

SELLER(S): _____, has (have) agreed to permit

BUYER(S): _____, to have unaccompanied access and entry to said manor through, over, and upon the property of the indemnified parties to use said manor for the following purpose(s) and to obtain the appropriate passes to do so.

Check one or more of the following:

- to store certain items of tangible personal property at said manor
 to redecorate said manor
 to take possession and begin residing in said manor

THE UNDERSIGNED is/are aware that said access, entry and use by buyer(s) may present a risk of loss or damage to seller(s), buyer(s) and indemnified parties' property and injury to buyer(s).

IN CONSIDERATION of permitting, or being permitted, entry to the property of the indemnified parties and entry and use of the manor and equipment for any purpose, including but not limited to the above, the undersigned for himself/herself/themselves and his/her/their personal representative(s), assign(s) heir(s) and next of kin, hereby acknowledge(s), agree(s) and represent(s) that I/we have or immediately upon entering, will inspect the property of the indemnified parties, the manor and equipment therein. It is further warranted that said entry of the property and use of the manor and equipment therein constitutes an acknowledgment that said property, manor and equipment have been inspected and that the undersigned find(s) and accept(s) same as being safe and reasonably suited for his/her/their intended purposes.

IN FURTHER CONSIDERATION OF PERMITTING OR BEING PERMITTED TO ENTER THE PROPERTY OF THE INDEMNIFIED PARTIES AND THE MANOR AND TO USE SAID MANOR AND EQUIPMENT IN ANY WAY FOR ANY PURPOSE, INCLUDING BUT NOT LIMITED TO THE ABOVE, THE UNDERSIGNED HEREBY AGREE(S) TO THE FOLLOWING:

- 1. THE UNDERSIGNED BUYER(S) AND SELLER(S) HEREBY COVENANT NOT TO SUE, WAIVE(S), DISCHARGE(S) AND RELEASE(S) THE INDEMNIFIED PARTIES** from all liability to the undersigned, his/her/their personal representative(s), assign(s), heir(s), and next of kin for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether or not caused by the negligence of the indemnified parties or otherwise, while the undersigned buyer(s) is/are in, upon or about the property of the indemnified parties or the manor or using the manor or any equipment therein.
- 2. THE UNDERSIGNED HEREBY AGREE(S) TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE INDEMNIFIED PARTIES** and each of them from any loss, liability, damage or cost he/she/they and/or any third party may incur due to the presence of the undersigned in, upon or about the property of the indemnified parties, the manor or in any way observing or using the manor or any of the equipment therein, whether or not caused by the negligence of the indemnified parties or otherwise.
- 3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH AND PROPERTY DAMAGE,** whether or not due to the negligence of the indemnified parties or otherwise, while in, about or upon the property of the indemnified parties or the manor or while using the manor or any of the equipment therein.
- 4. THE UNDERSIGNED further understands and agree(s) that it is his/her/their sole responsibility to maintain** (1) health insurance and/or medical insurance or other financial resources to pay for any injury to himself/herself/themselves and (2) liability or other financial resources to pay for any injury to others or their property caused by him/her/them.

THE UNDERSIGNED further expressly agree(s) that the foregoing RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS/HAVE READ AND VOLUNTARILY SIGN(S) THIS RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, WHICH SHALL REMAIN IN EFFECT FROM THE DATE OF THIS AGREEMENT UNTIL THE CLOSE OF ESCROW FOR SAID MANOR OR UNTIL SAID ESCROW IS TERMINATED AND BUYER(S) VACATE(S) THE MANOR, and further agree(s) that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

I/WE HAVE READ THIS AGREEMENT AND UNDERSTAND THAT IT LIMITS THE LIABILITY OF THE INDEMNIFIED PARTIES AND WAIVES ANY CLAIM FOR ANY INJURY I/WE MAY SUSTAIN, OR LOSS OF, OR DAMAGE TO MY/OUR PROPERTY IN CONNECTION WITH MY/OUR PRESENCE IN, ABOUT OR UPON THE PROPERTY OF THE INDEMNIFIED PARTIES OR THE MANOR OR WHILE USING THE MANOR OR ANY EQUIPMENT THEREIN UNTIL THE CLOSE OF ESCROW FOR SAID MANOR OR UNTIL SAID ESCROW IS TERMINATED AND BUYER(S) VACATE(S) THE MANOR.

SELLER(S) SIGNATURE(S)

BUYER(S) SIGNATURES

SELLER'S ADDRESS (Forwarding)

BUYER'S ADDRESS (If not this manor)

WITNESS SIGNATURE

WITNESS SIGNATURE

WITNESS ADDRESS

WITNESS ADDRESS

DATE _____ / _____ / _____

DATE _____ / _____ / _____

NOTE: THIS RELEASE MUST BE EXECUTED IN CONJUNCTION WITH THE SELLER/BUYER AGREEMENT FOR BUYER TO USE MANOR PRIOR TO CLOSE OF ESCROW.