

ONE OCEAN AVENUE CONDOMINIUM ASSOCIATION

c/o Surf Site Management, LLC ♦ 39 Main Street ♦ Bradley Beach, NJ 07720-1027
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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 _____, the Owner(s) of Unit _____ (the "Unit Owner"); and _____, the prospective purchaser(s) of said Unit (the "Buyer"); and the Board of Directors of *One Ocean Avenue Condominium Association* (the "Board").

WHEREAS, the Buyer desires to obtain certain information in regard to the management, operation and affairs of The *One Ocean Avenue* Condominium Association.

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:

- PERMISSION.** The Unit Owner and the Buyer give their permission to the Board for it, its agents, servants, and/or employees to provide information in regard to the management, operation, and affairs of *One Ocean Avenue Condominium Association*. The *One Ocean Avenue Condominium Association* shall provide such information at such time and to the 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 the Agreement executed by the Unit Owner and Buyer.
- 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, successor, 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.
- 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 Member signature _____ Date _____