



Laguna Woods Village®

LESSOR(S)/LESSEE(S) AGREEMENT

FOR LESSEE(S) TO ACCESS MANOR PRIOR TO

COMMENCEMENT DATE OF LEASE

NOTE: All four pages are required to be completed and returned.

MANOR NUMBER _____

DATE ____/____/____

We lessor(s) and lessee(s) have agreed to the lease of the above designated manor in Laguna Woods Village, Laguna Woods. The _____ mutual board of directors has approved said lease for the period commencing _____ and terminating _____.

Prior to commencement of the lease, lessor(s) hereby agree(s) to allow lessee(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 said manor.

____ To take possession and begin residing in the manor, effective _____.

____ _____ is/are hereby authorized to obtain passes for the lessee(s) in his/her/their absence.

Lessee(s) hereby agree(s) to be subject to the same rules, regulations, restrictions and provisions of the applicable CC&Rs (or occupancy agreement with respect to a manor in United Laguna Hills Mutual) now as those to which lessee(s) will be subject upon commencement of the lease.

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

LESSOR(S) SIGNATURE(S):

LESSEE(S) SIGNATURE(S):

RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

THIS AGREEMENT LIMITS THE LIABILITY OF AND WAIVES ANY CLAIM THE LESSOR(S) AND/OR LESSEE(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. LESSOR(S) AND LESSEE(S) SHOULD READ THIS AGREEMENT CAREFULLY BEFORE DECIDING THAT LESSOR(S) SHALL PERMIT LESSEE(S), OR THAT LESSEE(S) DESIRE(S) TO BE PERMITTED, TO ENTER THE PROPERTY OWNED OR MANAGED BY THE INDEMNIFIED PARTIES AND THE LESSOR(S) TO USE THE MANOR AND EQUIPMENT THEREIN ON THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT.

Prior to start date of lease of manor no. _____ located in _____ (mutual), Lessor(s) _____, has (have) agreed to permit lessee(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 lessee(s) may present a risk of loss or damage to lessor(s), lessee(s) and indemnified parties' property and injury to Lessee(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 therein 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.

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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 LESSEE(S) AND LESSOR(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 therefor 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 lessee(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 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 within the manor, whether or not caused by the negligence of the indemnified parties or otherwise.
3. **THE UNDERSIGNED HEREBY ASSUME(S) 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 START DATE OF LEASE OF SAID MANOR, and further agree(s) that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

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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 START DATE OF THE LEASE.

LESSOR(S) SIGNATURE(S)

LESSEE(S) SIGNATURE(S)

LESSOR'S ADDRESS (Forwarding)

LESSEE'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 LESSOR/LESSEE AGREEMENT FOR LESSEE TO USE MANOR PRIOR TO START DATE OF LEASE.