



THE RENAISSANCE ON TURTLE CREEK CONDOMINIUM ASSOCIATION INC.

### **UNIT LEASING AND SALE AGREEMENT (2021)**

The Renaissance on Turtle Creek Condominium Association, Inc. ("Association") endeavors to ensure Owners of Units in The Renaissance on Turtle Creek Condominium ("Condominium") are offered certain assistance through the onsite Management Office (FirstService Residential) when leasing or selling their Units, concurrently with compliance with the Governing Documents of the Association and Condominium. This form sets forth the requirements which apply to the showing of a Unit, Recreational Facilities and other portions of the Condominium in connection with the sale or lease of a Unit. All capitalized terms not defined herein shall have the meaning as set forth in the Second Amended and Restated Rules and Regulations for in the in The Renaissance on Turtle Creek Condominium recorded on 2021002922136\_\_\_\_\_, 2021 in the Official Public Records of Dallas County, Texas as maybe amended and supplemented ("2021 Rules"). This Unit and Sale Agreement is dated effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

#### **Every Owner is required to:**

1. Comply with the Lease Restriction Period set forth in Section 1.6(c) of the 2021 Rules.
2. Provide the Association with Owner's, and Owner's professional Texas licensed realtor with whom he or she has contracted to assist in the lease or sale of Owner's Unit ("Listing Agent"), if any, contact information as provided in this form or as otherwise may be reasonably requested by the Association or Manager.
3. Provide the method by which the Unit will be shown by the Owner or his or her Listing Agent. Owners are encouraged to have their Listing Agents register the Unit with Showing Time, otherwise known as "Showing Time", for showings of Owner's Unit. Showing Time facilitates the scheduling of Unit showings, and may also provide prior notice of any showing to the Owner.
4. Units doors are required to have a lockbox, which may include Multiple Listing Service ("MLS") utilized lockboxes such as "Supra", or such other Association approved lockbox which must include a Key Pad Protector. No actual door keys will be given to any Person, including realtors or the Listing Agent to accommodate a Unit showing.
5. Realtors and the Listing Agent are required to check in with the Management Office prior to every Unit showing and provide to the Manager a valid driver's license in order to obtain a key fob which permits access to Common Element areas, including all Recreational Facilities, in the Condominium for viewing by potential purchasers and lessees. Upon return of the key fob to the Manager, each Realtor will have his or her driver's license returned.
6. Owners will inform their Listing Agent, and Listing Agent will ensure realtors showing the Unit for lease or sale are informed of, the requirements set forth in this form, and the requirements in the 2021 Rules which apply to all Persons visiting the Condominium (i.e. community etiquette, assumption of risks/liabilities, Lease Restriction Requirement, etc.) for purposes of showing a Unit for lease or sale.
7. OWNERS WHO LEASE OR SELL THEIR UNITS SHALL BE DEEMED TO INDEMNIFY AND HOLD FOREVER HARMLESS THE ASSOCIATION, THE BOARD OF DIRECTORS, THE MANAGER AND EACH OF THEIR MEMBERS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS AND ALL OTHER OWNERS, OCCUPANTS, AND TENANTS FROM AND AGAINST (i) ANY AND ALL LOSSES, CLAIMS, LIABILITY, INJURY (INCLUDING DEATH), AND DAMAGE TO THE COMMON ELEMENTS, PROPERTY, UNITS, OTHER OWNERS, OCCUPANTS, TENANTS,

VISITORS, GUESTS AND OTHER PERSONS OR TO THE PROPERTY OF OTHER OWNERS, OCCUPANTS, TENANTS, VISITORS, GUESTS AND OTHER PERSONS, INCLUDING THE ASSOCIATION; AND (ii) ANY OTHER LOSS, CLAIM, DAMAGE OR LIABILITY OF ANY KIND OR NATURE WHATSOEVER ARISING BY REASON OF, RESULTING FROM, OR IN ANY WAY CONNECTED TO, WHETHER DIRECTLY OR INDIRECTLY, THE OWNER SELLING OR LEASING HIS OR HER UNIT, AND LISTING AGENT, REALTOR AND OTHER PERSONS ON THE PROPERTY AND IN THE CONDOMINIUM IN CONNECTION WITH THE SALE OR LEASE OF SUCH UNIT. EACH OWNER FURTHER AGREES TO INDEMNIFY AND HOLD FOREVER HARMLESS THE ASSOCIATION, THE BOARD, THE MANAGER AND EACH OF THEIR MEMBERS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY AND ALL COSTS, DAMAGES, LIABILITIES, LOSSES AND EXPENSES ARISING FROM ANY ALLEGATIONS, CLAIMS, LAWSUITS AND ACTIONS OF ANY KIND OR NATURE WHATSOEVER, ARISING FROM, CAUSED BY OR RESULTING FROM THE OWNERS' LEASE OR SALE OF THE UNIT AND LISTING AGENT, REALTOR AND OTHER PERSONS ON THE PROPERTY AND IN THE CONDOMINIUM IN CONNECTION WITH THE SALE OR LEASE OF SUCH UNIT. THIS INDEMNITY SHALL SURVIVE THE LEASE OR SALE OF THE UNIT BY THE RESPECTIVE UNIT OWNER EXECUTING THIS FORM.

**PLEASE FILL IN THE FOLLOWING BLANKS, SIGN, AND RETURN THIS FORM TO THE MANAGEMENT OFFICE. The Manager must have received this form from the Owner prior to the Unit being shown by any Listing Agent, realtor or other Person:**

**OWNER NAME(S):** \_\_\_\_\_

**UNIT NO:** \_\_\_\_\_ **OWNER CONTACT PHONE #(S):** \_\_\_\_\_

**OWNER EMAIL ADDRESS:** \_\_\_\_\_

**NAME OF LISTING AGENT:** \_\_\_\_\_

**LISTING AGENT'S TEXAS LICENSE NO.** \_\_\_\_\_

**NAME OF LISTING AGENT'S BROKER/COMPANY:** \_\_\_\_\_

**LISTING AGENT CONTACT PHONE #:** \_\_\_\_\_

**LISTING AGENT EMAIL ADDRESS:** \_\_\_\_\_

**DATE ON WHICH UNIT SHOWINGS WILL COMMENCE:** \_\_\_\_\_

**Do you desire that the Management Office notify you prior to your Listing Agent Realtor's access to your Unit?**  
Yes / No (Circle One)

**Owner(s) Signature:** \_\_\_\_\_

**Printed Name(s):** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_