

Temporary Occupancy Agreement

This agreement ("Agreement") is entered into on the latest date evidenced below by Bonita Beach Club Association, Inc., a Florida not for profit corporation, (the "BBCA"); _____ and _____ ("Owner"); and _____ and _____ ("Occupant") (collectively referred to as "parties");

Whereas currently, the entire BBCA is considered a construction zone and does not have a "certificate of occupancy";

Whereas while the BBCA does not have functional common areas and amenities, such as elevators, swimming pool, or game room, the City of Bonita Springs has granted the BBCA a "temporary certificate of occupancy" for units located on floors two through seven;

Whereas the owners have been advised that while they can enter the BBCA or stay in their units, they will be doing so at their own risk with the full knowledge of the hazards that come from being in a construction zone;

Whereas Owner owns the unit located at _____ unit number _____ (address with unit number) ("Unit");

Whereas Owner has advised the BBCA that he or she wishes to allow their Occupants to stay in their Unit at their own risk, provided that this Agreement has been accepted by the Owner and Occupant; and

Whereas the BBCA is willing to approve such occupancy based on the provisions below.

Now therefore, the parties agree as follows:

Terms and Conditions

- 1) The recitals above are incorporated herein as if fully restated.
- 2) The Owner and Occupant acknowledge that BCCA is a construction zone with certain known and unknown risks that can cause harm to anyone on site (i.e., nails on the ground, debris, missing doors or windows, uneven walkways, missing railing, etc.)
- 3) The Owner and Occupant acknowledge that the Occupant can be temporarily displaced from the Unit at any time for any duration of time, have views obstructed, be subject to construction noise, and other inconveniences at any given time.
- 4) The Owner and Occupant acknowledge that there are no elevators, limited parking, no amenities, no security, and numerous closed-off areas. Any response time of emergency services (i.e., ambulance, etc.) can be significantly delayed.
- 5) The Occupant agrees to follow all BBCA rules and regulations at all times. Additionally, the Occupant agrees to follow all requests from the management, contractors, or other BBCA personnel without delay.
- 6) In exchange for being allowed to have access to the BBCA, the Occupant and the Owner agree to hold harmless and indemnify, including reasonable attorneys fees, the BBCA, its agents, and other owners from a) any and all damages, including, but on limited to, any physical injuries,

property damage, and any economic losses, that the Owner or Occupant might sustain during their stay at the BBCA.

7) Should BBCA be held liable for any damages, monetary or otherwise, the Owner and Occupant agree to reimburse the BBCA for any and all damages that the BBCA, its agents, and other owners, might incur from allowing the Occupant access to the BBCA or from the Occupant's or Owner's breach of this Agreement.

8) The Owner and Occupant warrant and represent that all parties that shall have access to the BBCA, or the Unit, have been disclosed herein and have executed this Agreement. The Occupant and Owner shall indemnify, including reasonable attorney fees, and hold harmless the BBCA, its agents, and other owners from a) any claims or damages any other person that the Occupant or Owner brings to the BBCA or the Unit, or invites to the BBCA or the Unit, and b) any damages from early termination of the Occupant's stay at the BBCA or denial of access to the BBCA or any part thereof, and c) from the breach of this Agreement.

9) The Occupant and Owner acknowledge that the BBCA can terminate the Occupant's access to the BBCA and hereby expressly waives all claims against the BBCA.

10) All obligations, agreements, and acknowledgements in this Agreement, including the indemnities, shall survive the Occupant's stay at the BBCA and/or termination of this Agreement. All parties executing this Agreement shall be jointly and severally liable.

11) The laws of the State of Florida shall govern the interpretation, validity, performance, and enforcement of this Agreement. Venue for any dispute shall be Lee County, Florida. BBCA shall be entitled to recover all costs and attorneys fees, including litigation fees, associated with the enforcement of this Agreement or any matters related to the Occupant's stay at the BBCA or the Unit. The assignment or transfer of this Agreement shall be prohibited.

12) Notices. All notices to the Occupant or Owner shall be deemed served if delivered personally, via text, via email, or via certified mail, which shall be deemed served three days after mailing. Notices during the Occupant's stay at the BBCA may be verbal or written. Each Occupant shall provide a copy of his or her identification (i.e., driver's license, gov id, or passport, etc.) prior to or upon arrival.

I have read and understand this Agreement and agree to the terms herein. This Agreement can be signed electronically and in counterparts.

BBCA:

Signature

Name

Title

Owner:

Signature

Name

Signature

Name

(Occupant's Signatures on the Following Page.)

Occupant:

Signature

Name

Address

Address

Tel

Email

Occupant:

Signature

Name

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Occupant:

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