



GENERAL RELEASE

Owner _____ ("Releasor")

Unit # _____

Date _____

Beneficiary of Release: The Plaza 851 Brickell Condominium Association, Inc., as well as its Board of Directors and Property Management Company

WHEREAS, Unit owner has coordinated with the Association, through its Property Manager, the use of a Lockbox for access to his/her unit for the purpose of promoting the marketing of the unit, either for sale or lease purposes; and

WHEREAS, the Association is willing to assist the Unit Owner with the coordination of the Lockbox for viewing of the Unit by third parties in return for entering into this General Release.

NOW THEREFORE, in consideration of the below referenced mutual promises, it is hereby agreed as follows:

1) Unit Owner, and their legal representatives, predecessors, successors, assigns, and any individual or entity claiming, by, through, or for them in any way (referred to collectively as "**Releasor**"), in return for the Association assisting the Unit Owner in marketing their unit through the use of a Lockbox system allowing licensed realtors, their clients, or other third parties to view the Unit, hereby releases, remises, acquits, satisfies, and forever discharges the Association, its Property Manager and its Board of Directors, and all of their predecessors and successors in interest, assignees, (collectively referred to as "**Releasees**"), of and from all actions, causes of action, contributions, indemnities, apportionments, duties, debts, sums, suits, doings, omissions, covenants, reckonings, contracts, controversies, agreements, promises, commitments, damages, expenses, or attorneys' fees whatsoever, in law or in equity, which Releasor may accrue or incur related third parties viewing their Unit at the Association property, and will in no way hold the Releasees responsible for allowing third parties to utilize the lockbox system for access to the unit.

2) Releasor covenants and agrees that Releasor shall not hereafter, in any action at law, in equity, or in any other proceeding, subject Releasees to any discovery request or demand, including, but not limited to, any depositions, interrogatories, or request to produce or inspect documents or things, pertaining to any matter released by this General Release. It is expressly understood and agreed that this General Release may not be altered, amended, modified, or otherwise changed in any respect or particular whatsoever, except by a writing fully executed by Releasor and Releasees or their authorized



representatives, and that Releasor acknowledges and agrees that Releasor will not make a claim that this General Release is subject to any condition precedent or that it has been orally altered or modified in any respect whatsoever.

3) Releasor shall be liable for all costs, expenses, and reasonable attorneys' fees, including those on appeal, incurred as result of the violation by Releasor of any of the provisions herein. This General Release shall be governed by and construed in accordance with the laws of the state of Florida without regard to its conflict of law rules. Venue for any dispute arising out of this Release and Covenant Not to Sue shall be the Circuit Court of the 11th Judicial Circuit in and for Miami-Dade County, Florida.

4) If any clause, sentence, section, provision, or part of this Release and Covenant Not to Sue shall be adjudged invalid or unenforceable for any reason by any court of competent jurisdiction, such judgment shall not impair, affect, or invalidate the remainder of this Release and Covenant Not to Sue, which shall remain in full force and effect thereafter.

DATED this _____ day of _____, 20____.

Witnesses:

Releasor:

By: _____
Name: _____

Witnesses:

Releasor: The Plaza 851 Brickell
Condominium Association, Inc.

By: _____
Name: _____