

_____ CONDOMINIUM

INDEMNITY AND RELEASE AGREEMENT
IN REGARD TO THE DISCLOSURE OF
INFORMATION IN CONNECTION WITH
THE PROSPECTIVE SALE OF A UNIT

This Agreement is made this day by and between the below listed Unit Owner(s) of the herein specified Unit of the _____ Condominium, _____, Massachusetts (hereinafter referred to as a "Unit Owner"); the below listed prospective purchaser(s) of the Unit (hereinafter referred to as the "Buyer"); and the Modica Associates Property Management Corp. (hereinafter referred to as "Modica").

WHEREAS, the Buyer desires to obtain certain information in regard to the management operation and affairs of the Condominium.

WHEREAS, the Unit Owner desires that such information be provided to the Buyer by Modica, its agents, servants and/or employees, to the extent such is not confidential.

WHEREAS, Modica 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 Zero dollars (\$0.00) paid by the Unit Owner and/or Buyer, the receipt and sufficiency of which are hereby acknowledged, it is covenanted and agreed that Modica, its agents, servants and/or employees, upon written request of the Buyer for information in regard to the management, operation and affairs of the Condominium shall respond thereto in writing to the extent reasonable and proper. Such response shall be made with reasonable dispatch, but in no sooner than (7) seven days from Modica's receipt of the Agreement executed by the Unit Owner and Buyer and the written request specifying the information desired.

The Unit Owner and Buyer hereby remise, release and forever discharge Modica, 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 Modica, or its agents, servants, employees, successors or assigns, the Unit Owner and/or Buyer may now or in the future have in any way, directly or indirectly, relating to the request for information made hereunder and Modica's response thereto. The Unit owner and/or Buyer further agree to indemnify and hold Modica, its agents, servants and/or employees, harmless in regard thereto, including any and all attorneys fees and costs incurred by the Modica, 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 Signature

Unit Owner Name

Date

Unit #

