

**SHORE DRIVE APARTMENTS, INC.**

**STANDARD RESIDENT GUEST AGREEMENT**

THIS RESIDENT GUEST AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_, Shareholder and Owner of Unit No. \_\_\_\_\_ of SHORE DRIVE APARTMENTS, INC. (hereinafter referred to as "Shareholder"), \_\_\_\_\_, Resident Guest of the Shareholder of Unit No. \_\_\_\_\_, (hereinafter referred to as Resident Guest) and SHORE DRIVE APARTMENTS, INC. (hereinafter referred to as "Corporation").

1. RESIDENT GUEST OCCUPANCY. Corporation does hereby grant permission for Resident Guest to occupy Unit No. \_\_\_\_\_ in SHORE DRIVE APARTMENTS, INC. The permission to occupy this unit is granted pursuant to Rule 1, "Guests," of "THE RULES WE LIVE BY." Shareholder and Resident Guest agree and acknowledge that Resident Guest status and permission to occupy this unit as a Resident Guest are solely within the discretion of the Corporation and both can be withdrawn by the Corporation at any time, without cause.
2. SHAREHOLDER'S OCCUPANCY. Shareholder shall remain a permanent occupant of this unit and shall actually occupy this unit with Resident Guest and this shall be a continuing condition of this Agreement and Resident Guest's permission to occupy this unit. Shareholder shall be deemed to be not permanently occupying this unit, if Shareholder is absent from this unit for a period of ninety (90) days during any one year period. Failure of Shareholder to permanently and simultaneously reside in the unit with Resident Guest shall entitle the Corporation to all the rights of the Shareholder and the right to terminate this Agreement, Resident Guest's occupancy and evict Resident Guest. In the event the Corporation brings any action, proceeding or litigation to terminate this agreement and/or evict Resident Guest, Corporation shall recover from Shareholder and/or Resident Guest, jointly and severally, its costs and reasonable attorney's fees incurred therefor, whether suit be brought or not, through the appellate level.
3. USE AND OCCUPANCY. The unit shall be used solely as a private residence for Shareholder and Resident Guest. Shareholder and Resident Guest agree not to use the unit or common areas, or permit the unit or common areas to be used for any illegal, immoral or improper purpose. Shareholder and Resident Guest agree not to make, nor permit to be made, any disturbance, noise or annoyance of any kind which is detrimental to the premises or to the comfort of any of the inhabitants of the building or any other building. Pets of any nature or kind are prohibited.

4. CARE OF PREMISES. Shareholder and Resident Guest agree to maintain the unit and common areas in a sanitary and orderly condition, and further agree not to damage, or deface the unit, other units or common areas or any portion thereof. Shareholder and Resident Guest acknowledge the unit is equipped with certain appliances and equipment, all of which belong to the Corporation. Shareholder and Resident Guest agree to use and maintain all such appliances and equipment in accordance with manufacturers' specifications and the regulations of the Corporation now or hereafter provided, and to be responsible for all repairs and any damage brought by the neglect of such equipment by Shareholder or Resident Guest. Shareholder and Resident Guest shall be responsible for maintaining the appliances and equipment in good condition and repair.
5. RULES AND REGULATIONS. Resident Guest agrees to take occupancy subject to and assume and abide by the Articles of Incorporation, By-Laws, Rules and Regulations ("The Rules We Live By") of the Corporation, the Occupancy Agreement between Shareholder and Corporation, and all their exhibits incorporated thereto (hereinafter collectively referred to as Cooperative Documents), all as may be amended from time to time, and by execution of this Agreement Resident Guest acknowledges having received and read copies of the foregoing documents.
6. DEFAULT. Resident Guest specifically, but without limitation, acknowledges that the breach by Resident Guest of any of the terms, conditions and covenants of the Cooperative Documents shall constitute a breach of a substantial obligation under this Agreement. Failure of Resident Guest to abide by the Cooperative Documents and/or this Agreement shall entitle the Corporation to all the rights of the Shareholder and the rights to terminate this Agreement, Resident Guest's occupancy and evict Resident Guest. In the event the Corporation brings any action, proceeding or litigation to terminate this Agreement and/or evict Resident Guest, Corporation shall recover from Shareholder and/or Resident Guest, jointly and severally, its costs and reasonable attorney's fees incurred therefor, whether suit be brought or not, through the appellate level.
7. ASSIGNMENT AND SUBLETTING. Neither Shareholder nor Resident Guest shall sublet the Apartment or any part thereof, nor shall this Agreement be assigned by Shareholder or Resident Guest without written consent of the Corporation.
8. GUESTS. Resident Guest is prohibited from inviting or bringing any guests to the unit, other units or the common areas of SHORE DRIVE APARTMENTS, INC.

9. CORPORATION'S LIABILITY. Corporation shall not be liable to Resident Guest for damage to person or property caused by other residents or other persons. Resident Guest agrees to indemnify, defend and hold Corporation harmless from and against any claims for damages to person or property arising from Resident Guest's use of the premises, or from any activity or work permitted to be suffered by Resident Guest in or about the premises. Corporation shall not be liable for personal injury or damages to Resident Guest's personal property from theft, vandalism, fire, water, rain storms, smoke, explosions, sonic booms, riots or other causes whatsoever. If any of Corporation's employees are requested to render any services, such as moving automobiles, handling of furniture, cleaning, signing for or delivering packages, or any other service not within the scope of such employee's employment, such employee shall be deemed the agent of Resident Guest regardless of whether payment is arranged for such service and Resident Guest agrees to indemnify, defend and hold the Corporation harmless from all liability in connection with such services.
10. HOLDING OVER. If Resident Guest shall fail to vacate the unit whenever requested to do so by the Corporation, this shall entitle the Corporation to all rights of the Shareholder and the right to terminate this Agreement and evict Resident Guest. This right of Corporation is pursuant to Paragraph 1 of this Agreement and is in addition to the rights and remedies afforded Corporation in any other Paragraph of this Agreement. In the event the Corporation brings any action, litigation or proceeding to terminate this Agreement or evict Resident Guest, the Corporation shall recover from Shareholder and/or Resident Guest, jointly and severally, its costs and reasonable attorney's fees incurred therefor, whether suit be brought or not, through the appellate level.
11. ATTORNEY'S FEES. In the event of the employment of an attorney by Corporation because of the violation, interpretation or enforcement of any term or provision of this Agreement or the Cooperative Documents by or against Resident Guest, Shareholder and Resident Guest shall be jointly and severally liable and shall pay Corporation's attorney's fees and court costs, whether suit be brought or not, through the appellate level.
12. NO REPRESENTATIONS. Shareholder and Resident Guest acknowledge that neither Corporation nor any employee or agent of Corporation has made any promises, any representations or any warranties in connection with this Agreement that are not contained in this Agreement. This Agreement is wholly integrated and is the entire agreement between the parties and, once it is signed, it can only be amended by written instrument executed by all parties. Any modification of this Agreement not in accordance herewith shall be null and void and of no force or effect.

13. GOVERNING LAW; VENUE. This Agreement shall be governed and construed under the laws of the State of Florida, both substantive and remedial. Any action, litigation or proceeding arising out of or concerning Agreement shall be commenced in Broward County, Florida, and the parties expressly waive their right to venue elsewhere.
14. EQUALITY OF POSITION. Shareholder and Resident guest acknowledge and agree that the terms of this Agreement are the result of negotiation between and among the parties and their attorneys and that this Agreement is not to be construed more strongly against one party than the other.
15. CONSIDERATION FOR OCCUPANCY. Resident Guest is prohibited from paying any money or other consideration to Shareholder in exchange for Resident Guest's occupancy of this unit. Resident Guest hereby expressly represents that Resident Guest is not paying and has not promised to pay Shareholder any money or other consideration in exchange for Resident Guest's occupancy of this unit.
16. TERM. This Agreement shall terminate one (1) year from the execution date set forth below; provided, however, that Corporation may extend and/or renew this Agreement for additional one (1) year periods. This Agreement shall automatically terminate if Shareholder shall fail to permanently occupy this unit.
17. NOTIFICATION. Shareholder and Resident Guest shall notify Corporation in the event either Shareholder or Resident Guest shall be absent from this unit for longer than three (3) consecutive days.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SHORE DRIVE APARTMENTS, INC.

By: \_\_\_\_\_

Shareholder

\_\_\_\_\_

Resident Guest

\_\_\_\_\_