



**UNIT KEY AGREEMENT**  
**The Renaissance on Turtle Creek Condominium**  
**(Third Party Persons)**

This Unit Key Agreement ("Agreement") is required by the Association pursuant to Section 1.3(a) of the Second Amended and Restated Rules and Regulations for The Renaissance on Turtle Creek Condominium, recorded in the Official Public Records of Dallas County, Texas as Document No. 202100292136, as may be amended and supplemented ("Rules"), and is entered into to be effective on the \_\_\_ day of \_\_\_\_\_, 202\_\_ (the "Effective Date") by \_\_\_\_\_, the Owner (whether one or more, the "Owner") of Unit No. \_\_\_\_\_ (the "Unit") in the Renaissance on Turtle Creek Condominium (the "Condominium"). This Agreement serves the purpose of authorizing the Association, or its Manager, to distribute a key to certain Permitted Persons, hereinafter defined, for access to such Owner's Unit (the "Unit Key") pursuant to the terms of this Agreement. Any capitalized terms used in this Agreement which are not defined herein shall have the meaning given to such term in the Rules.

**A. General Description of Usage for Unit Key:** \_\_\_\_\_

**The maximum number of Permitted Users at any one time shall be three (3).**

**B. Authorized Parties to Use the Key:** The Association and Manager will not release any Unit Key to any Person on behalf of an Owner unless such Person is listed in this Agreement. Persons authorized to use the Unit Key are the following (collectively, the "Permitted Users"):

Name \_\_\_\_\_ ("Permitted User 1")  
Date of Birth: \_\_\_\_\_  
Driver's License No.\*: \_\_\_\_\_  
Copy of DL on File: \_\_\_\_\_ **YES** \_\_\_\_\_ **NO** [Required]  
Purpose for Use of Unit Key: \_\_\_\_\_

Name \_\_\_\_\_ ("Permitted User 2")  
Date of Birth: \_\_\_\_\_  
Driver's License No.\*: \_\_\_\_\_  
Copy of DL on File: \_\_\_\_\_ **YES** \_\_\_\_\_ **NO** [Required]  
Purpose for Use of Unit Key: \_\_\_\_\_

Name \_\_\_\_\_ ("Permitted User 3")  
Date of Birth: \_\_\_\_\_  
Driver's License No.\*: \_\_\_\_\_  
Copy of DL on File: \_\_\_\_\_ **YES** \_\_\_\_\_ **NO** [Required]  
Purpose for Use of Unit Key: \_\_\_\_\_

*\*Each Permitted User must provide a valid driver's license each time such person will use the Unit Key, and a current copy of such driver's licenses shall be kept on file in the Management Office.*

**C. Term of Use of Unit Key by Permitted Users:**

Days/Dates of Use\*: \_\_\_\_\_

Term of Use \_\_\_\_\_ (i.e. days/weeks/months)

Owner Termination Date for Use: \_\_\_\_\_

Unlimited Use? \_\_\_\_\_ **YES** \_\_\_\_\_ **NO**

Special Provisions: Please include below any special provisions which apply to use of the Unit Key by each Permitted User:

Permitted User 1: \_\_\_\_\_

\_\_\_\_\_

Permitted User 2: \_\_\_\_\_

\_\_\_\_\_

Permitted User 3: \_\_\_\_\_

\_\_\_\_\_

**D. LIABILITY AND REQUIREMENTS:** Per Section 1.3 of the Rules, the Association assumes no liability of any kind or nature whatsoever in connection with possession of any Unit Key, and shall not be responsible or liable to provide keys to any Permitted Person for any reason whatsoever. In addition to the indemnity, and release of liability and waiver of claims provided in this Agreement as set forth below, all indemnifications, limitations of liability, assumptions of risk, releases, waivers, disclaimers, and all other protections afforded to the Association and Manager, and each of their Members, directors, officers, employees, agents, and representatives set forth in the Rules concerning Units, Unit keys, access to Units, and Owner obligations with regard to their Units, Unit keys, Guests, Contractors and other Persons shall extend and be applicable in all respects to this Agreement, Permitted Users, use and possession of the Unit Key, and access to the Unit by Permitted Users. Nothing in this Agreement shall change, modify, or amend any provision of the Rules or other Governing Document of the Association or Condominium. If a Unit Key does not grant access to a Permitted User, for any reason, the Association and Manager have no obligation whatsoever to provide access to a Unit to any Permitted User by any other key or means.

**E. TERMINATION OF AGREEMENT:** Owner shall comply with this Agreement and shall cause its Permitted Users to comply with this Agreement at all times while in the Condominium and Unit. Permitted Users shall observe, at all times, the Rules and any other rules, terms, procedures and requirements established by the Association which apply to Unit Keys and Permitted Users. If Owner or any Permitted User violates the terms of this Agreement, or the Rules as they relate to Unit access, Unit keys, presence of Permitted Users in a Unit or in the Condominium, or use of any other portion of the Condominium, the Association or Manager may immediately revoke this Agreement without notice or demand to Owner, and the Unit Key will not be distributed to any Permitted User. The Association may further take any and all enforcement measures and actions as may be necessary to enforce the Rules and the terms of this Agreement against Owner for any such violations. The Association and Manager may require that Owner and Permitted Users execute other agreements, documentation, and provide additional information at any time, and from time to time, in connection with the use of the Unit Key by Permitted Users. The Association and Manager can use any systems, controls, methods, or processes in connection with this Agreement to track the usage of the Unit Key, any of which systems, controls, methods, or processes may be changed from time to time in the sole discretion of the Board of Directors.

**F. USE RESTRICTED TO UNIT:** Owner shall ensure and be responsible to see that Permitted Users do not use any of the Common Elements or other Recreational Facilities in the Condominium at any time while Permitted User has access to the Unit or is otherwise in the Condominium. Permitted Users are permitted only in the Unit pursuant to the terms of this Agreement.

**G. KEY FEE:** Owner shall pay a non-refundable fee in connection with this Agreement and for administration Unit Key Agreement for the Renaissance on Turtle Creek Condominium Association,

of documentation necessary for the Unit Key and Permitted Users in the amount of \$\_\_\_\_\_.00 ("Key Fee"). The Key Fee is intended to cover the time and processing of this Unit Key Agreement. The Association reserves the right to charge any other amounts, charges fees as may be necessary in connection with processes, procedures, documentation and other matters related to this Agreement.

**H. COMPLIANCE WITH LAWS:** Owner will ensure the purposes for which use of the Unit Key is granted, matters for which Permitted User is accessing the Unit, and any work or other actions of the Permitted Users while in the Unit and in the Condominium are carried out in observance of and compliance with all applicable local, municipal, state and federal laws, statutes, codes, and regulations of any governmental authority (collectively, "Laws").

**I. INDEMNITY:** OWNER, ON BEHALF OF HIMSELF OR HERSELF, UNIT OCCUPANTS AND TENANTS, PERMITTED USERS, AND EACH OF SUCH PARTIES' RESPECTIVE PERSONAL REPRESENTATIVES, HEIRS, EXECUTORS, ADMINISTRATORS, AGENTS, AND ASSIGNS (COLLECTIVELY, THE "INDEMNIFYING PARTIES") HEREBY INDEMNIFIES AND AGREES TO DEFEND AND HOLD FOREVER HARMLESS THE ASSOCIATION, THE BOARD OF DIRECTORS, ALL ASSOCIATION MEMBERS, THE MANAGER, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS (COLLECTIVELY, THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, SUITS, JUDGMENTS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING ATTORNEY FEES AND COURT COSTS) OF ANY NATURE AND KIND, INCLUDING, WITHOUT LIMITATION, THOSE ARISING FROM BODILY INJURY, MENTAL ANGUISH, EMOTIONAL DISTRESS AND DEATH, AND THEFT, LOSS, OR DAMAGE TO THE UNIT AND/OR PERSONAL PROPERTY, SUFFERED OR INCURRED BY OWNER, OCCUPANTS, TENANTS, AND PERMITTED USERS AT ANY TIME WHILE PERMITTED USERS ARE IN POSSESSION OF A UNIT KEY, ARE IN THE UNIT OR ARE ON ANY PORTION OF THE CONDOMINIUM AND PROPERTY, REGARDLESS OF THE CAUSE, OR ALLEGED CAUSE, AND WHICH CAUSE MAY BE INCLUDE, IN WHOLE OR IN PART, THENEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTIES. THIS INDEMNITY SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR A PERIOD OF TWO (2) YEARS FOLLOWING THE TERMINATION DATE OF THIS AGREEMENT OR TERMINATION OF OWNERSHIP BY OWNER OF THE UNIT.

**J. WAIVER AND RELEASE:** Owner, on behalf of himself or herself, Unit Occupants, Tenants, Permitted Users, and each of such parties' respective personal representatives, heirs, executors, administrators, agents and assigns (collectively, the "Releasing Parties") waive and forever release and discharge the Association, the Board of Directors, Association Members, the Manager, and each of their respective directors, officers, employees, agents or representatives (collectively, the "Released Parties") from any and all claims, demands, causes of action (known or unknown), and suits of any nature and kind arising out of, connected to, caused, or allegedly caused, by Permitted Users, possession of the Unit Key by Permitted Users or any other Person, or by the negligence, gross negligence and willful misconduct of the Released Parties. This waiver and release of liability includes, without limitation, all injury, death, loss, theft, and/or damage suffered to person or property of Releasing Parties, including, without limitation, damage to any Unit, to Owner or any other personal property of Owner sustained or likely sustained during Permitted User's use or possession of the Unit Key and/or while any Permitted User was in the Unit or on any other portion of the Condominium and Property.

**K. TERMINATION:** This Agreement may be terminated by the Association or Owner at any time and from time to time upon written notice to the other party which shall be deemed given upon delivery to such other party. Notices shall be sent via certified mail return receipt requested. Notices to Owner shall be sent to the Unit address. Notices to the Association shall be sent to The Renaissance on Turtle Creek Condominium Association, Inc., c/o FirstService Residential, Attn: General Manager, 3225 Turtle Creek, Dallas, Texas 75219.

Owner has read this Agreement, fully understands its contents and that it includes a full waiver and release of liability and indemnity with regard to use of the Unit Key by Permitted Users, and agrees to be bound to all provisions provided in it. Owner voluntarily executes this Agreement and affirms no oral representations, statements, or inducement apart from or outside of this Agreement have been made by the Association, the Board

of Directors, Association Members, the Manager, or any of their respective directors, officers, employees, agents or representatives.

**Executed by Owner(s) on the below listed date(s) to be effective on the Effective Date shown on the first page of this Agreement.**

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

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

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

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

Full Name of Manager Representative Processing this Agreement: \_\_\_\_\_

Manager Representative Initials to Verify Receipt of Driver's Licenses for Permitted Users and Key Fee:

\_\_\_\_\_ Key Fee

\_\_\_\_\_ Permitted User 1 Driver's License

\_\_\_\_\_ Permitted User 2 Driver's License

\_\_\_\_\_ Permitted User 3 Driver's License