

# ACT NOW! THESE FREE FLIGHTS FILL QUICKLY!

## LEHIGH ACRES PROPERTY RESERVATION AND ACTIVITY PARTICIPATION AGREEMENT



On \_\_\_\_\_ a reservation of property confirmation is being made by and between \_\_\_\_\_ (collectively the "Reserving Party") and National Recreational Properties of Florida, Inc. ("Seller").  
Date  
Your name here

- Reserving Party shall deposit, the sum of **\$295.00**, the "Deposit" which shall be held in **Seller's real estate trust account**.
- Within 60 days after the above referenced date, Reserving Party shall have the right to purchase an available homesite in the Lehigh Acres Subdivision of Lee County, Florida, for a purchase price of **\$17,900.00**. The specific property shall be chosen by the Reserving Party from a pool of available properties priced at \$17,900.00 which are owned by National Recreational Properties of Florida, Inc.
- Seller and Reserving Party shall mutually schedule, and Seller shall provide free of charge a **Free Mini-Vacation**, which shall allow the Reserving Party to tour the Lehigh Acres Subdivision and to determine at that time whether or not to actually purchase any of the available properties owned by Seller on the tour date.
- At any time prior to the actual, physical property tour taking place, the Reserving Party may cancel and terminate this reservation by means of facsimile to (949) 583-9156 or by certified U. S. mail to 9 Goodyear, Irvine, CA 92618. OR, if the Reserving Party actually travels to the property AND the Reserving Party tours the subdivision with a tour guide, at the conclusion of such tour, Reserving Party may cancel this reservation in writing (Seller to provide appropriate form) to Seller or Seller's representative. In either case, the Reserving Party shall receive a **full refund** of the \$295 deposit within three (3) business days thereafter. The only variation from the above stated policy is outlined in item number 5 below.
- Once a Free Mini-Vacation has been mutually scheduled by the Reserving Party and the Seller, the Reserving Party agrees to give a minimum of 7 days advance notice if the Reserving Party desires to cancel the Reservation or reschedule the Free Mini-Vacation (at the discretion of Seller). Failure to give Seller at least 7 days notice shall result in the Seller being allowed to deduct the actual cost incurred for the Free Mini-Vacation from the Reserving Party's Deposit. If Reserving Party is married and the reservation includes the Reserving Party's spouse and either Reserving Party or their spouse shall fail, for any reason, to participate in the Free Mini-Vacation and Property Tour without giving the required seven (7) days advance noticed of cancellation, the entirety of the Deposit shall be forfeited by Reserving Party.
- Reserving Party's execution of this agreement shall constitute an irrevocable authorization for Seller and/or its agents to obtain any type of credit report of Reserving Party's history. Subject to applicable laws, in the event Seller, in Seller's sole and absolute discretion, determines that Reserving Party's credit history is unsatisfactory, Seller may cancel and terminate this agreement. In the event Seller exercises its option to terminate this agreement, the Deposit shall be returned to Reserving Party and thereafter Seller and Reserving Party shall have no further obligations each to the other, and the parties shall be released from their obligations under this agreement.

**I HAVE CAREFULLY READ THE RELEASE OF LIABILITY ON THE REVERSE SIDE OF THIS DOCUMENT AND FULLY UNDERSTAND ITS CONTENTS. I REPRESENT THAT I AM AT LEAST 18 YEARS OF AGE. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND I SIGN IT OF MY OWN FREE WILL.**

**PLEASE FILL OUT COMPLETELY**

First Name \_\_\_\_\_ Middle \_\_\_\_\_ Last \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Dates \_\_\_\_\_

Home Phone \_\_\_\_\_ Work # \_\_\_\_\_ Cell# \_\_\_\_\_  
 Date of Birth: \_\_\_\_\_ Birthplace \_\_\_\_\_  
 Social Security No. \_\_\_\_\_ I have lived in the United States since \_\_\_\_\_

Single  Divorced  Married (complete the following)  Buying with Another Person (complete the following)

First Name \_\_\_\_\_ Middle \_\_\_\_\_ Last \_\_\_\_\_  
 Home Phone \_\_\_\_\_ Work # \_\_\_\_\_ Cell# \_\_\_\_\_  
 Date of Birth \_\_\_\_\_ Birthplace \_\_\_\_\_  
 Social Security No. \_\_\_\_\_ I have lived in the United States since \_\_\_\_\_

**RESIDENCE** \_\_\_\_\_ From \_\_\_\_\_ / \_\_\_\_\_ To \_\_\_\_\_  
 Address \_\_\_\_\_ Dates \_\_\_\_\_  Rent  Own

**OCCUPATION (Required)**  
 (Husband's) Employer's Name \_\_\_\_\_ Income \_\_\_\_\_  
 (Wife's) Employer's Name \_\_\_\_\_ Income \_\_\_\_\_

**RESERVING PARTY:**

\_\_\_\_\_  
Name (Please print)  
**X** \_\_\_\_\_  
**Signature of participant** Date

\_\_\_\_\_  
Name (Please print)  
**X** \_\_\_\_\_  
**Signature of participant** Date

**PERMANENT ADDRESS OF PARTICIPANT:**

\_\_\_\_\_  
Street address  
 \_\_\_\_\_  
City State Zip

DESIRED FLY-IN WEEKEND \_\_\_\_\_  
 NAME OF GUEST (if any) \_\_\_\_\_

**\$295 FULLY REFUNDABLE DEPOSIT REQUIRED: CREDIT CARD INFO\***

MC/VISA  AMX  DISCOVER

\_\_\_\_\_  
Credit Card Account Number

\_\_\_\_\_  
Expiration Date

\_\_\_\_\_  
Cardholder's name

CHECK\*  
 (Please enclose a check made payable to NATIONAL RECREATIONAL PROPERTIES OF FLORIDA TRUST ACCOUNT)

**AN AGENT WILL CONTACT YOU SEVEN (7) DAYS PRIOR TO DEPARTURE TO CONFIRM YOUR FREE TRIP TO LEHIGH ACRES**

# WAIVER, RELEASE AND INDEMNITY AGREEMENT

## PLEASE READ CAREFULLY. THIS IS A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS.

1. I acknowledge, understand and agree that, touring, dining, occupying and traveling in vehicles, being a passenger, flying, traveling, having free time, and any other activities I engage in, in the Lehigh Acres Subdivisions of Lee County, Florida, hereafter collectively "Lehigh Acres," in anyway connected with my tour of Lehigh Acres, and/or in any way connected with transportation to, from and through Lehigh Acres, hereafter collectively the "Activity," could involve a slight risk of physical injury. I recognize that there may be risks associated with the Activity. I freely and expressly assume and accept any and all risks of injury, loss, death, damages of any kind to myself, and/or damages to property associated with participating in the Activity.
2. **In consideration of receiving permission to take part in the Activity, I agree to indemnify, defend, release, and hold harmless National Recreational Properties of Florida, Inc., its affiliated companies, any and all of their respective agents, officers, directors, shareholders, owners, contractors, representatives and employees, hereafter collectively the "Released Parties," from and against any and all liabilities, claims, demands, actions, and causes of action, arising out of, resulting from and/or in any way connected with any physical injury, including death, or property damage sustained in connection with my participation in the Activity, including, but not limited to, those claims based on the negligence of or breach of warranty by any of the Released Parties. I also agree to defend and indemnify the Released Parties for any and all claims brought by a third party which arise from my participation in the Activity.**
3. I/We authorize a licensed physician, dentist and/or other medical care provider to carry out any emergency medical care of Myself/Ourselves. I/We agree to pay all costs and expenses associated with such medical treatment and related transportation to Myself/Ourselves otherwise not covered by NRPI's insurance.
4. This Release of Liability is the entire agreement between the parties and supercedes any and all other liability agreements, statements, and/or representations, oral or written, by or between the parties. The undersigned agrees that this Release of Liability is intended to be interpreted as broadly as possible in favor of the Released Parties and shall be binding to the fullest extent of the law. This Release of Liability is governed by the laws of the State of Florida. I/We agree that exclusive jurisdiction and venue for any legal action shall be in the courts of Lee County, Florida. If any other part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect.
5. I/We represent and warrant that due to the exact and sensitive time scheduling of the tour Activity, during the entire tour dates of Lehigh Acres with National Recreational Properties of Florida, Inc., **we promise not to rent any vehicle or extend our stay past the tour dates** designated by National Recreational Properties of Florida, Inc. In the event I/We breach the warranty set forth in the immediately preceding sentence, I/We agree to forfeit my \$295.00 Deposit to National Recreational Properties of Florida, Inc.