

## Transfer of Rights Agreement

**To: The Non-Resident Homeowner:**

As a non-resident member of the East Stratford Residential Community Association, Inc., you may exercise the option of delegating your rights to use of the common facilities to your tenant(s), including, but not limited to the pool, tennis court, and clubhouse, including the ability to rent the clubhouse. As owner, you must also review the rules and regulations of the association with your tenants. Tenant(s) includes any person leasing the property or any authorized occupant of a property at which the owner does not reside.

If you desire to transfer your rights to use the common facilities, please fill out and return this form to your tenant as soon as possible in order that they may be properly registered and facility passes may be properly issued. Your tenant must have this form with them in order to register. Please advise your tenants that they must submit a copy of the rental lease including the lease addendum at the time of registration.

No pool use or other privileges of the East Stratford Residential Community Association will be available to your tenant if your rights to use such areas are suspended due to delinquency in payment of any amounts owed to the Association. Please be sure your account is up to date. Pool privileges and the right to use other facilities may be suspended if your account is more than sixty (60) days delinquent.

**In accordance with our Declaration of Covenants, Conditions and Restrictions governing the East Stratford Residential Community Association:**

I \_\_\_\_\_ the undersigned, owner of  
(print name)

\_\_\_\_\_, \_\_\_\_\_  
(street address)

do hereby relinquish my owner privileges for use of the common facilities of East Stratford Residential Community Association, including the Pool for the current season, to my tenants/tenant's family, and I do hereby certify that all of the applicants listed on the Registration Form are current residents of the above address.

I understand that transferring my common facility use privileges for the current season does **not** relieve me of my obligation to pay all of my Homeowner Association dues. Also pursuant to the By-Laws, Declarations, Articles of Incorporation and the Stratford Homeowner's Association Rules and Regulations, I am responsible for informing my tenants of the Association's rules and regulations, and will ultimately be held responsible for the conduct of my tenants and their guests when they use the facilities and surrounding Association property.

I further acknowledge and accept the following (initial by each line):

- a) \_\_\_\_\_ I the homeowner remain responsible for tenant's action and am 100% liable for any damages the tenant produces.
- b) \_\_\_\_\_ I the homeowner agree to completely indemnify the East Stratford Residential Community Association through its Board of Directors and hold the East Stratford Residential Community Association harmless of any damages including but not limited to monetary, abuse of facilities, damage of facilities and any other action the Board deems to be the responsibility of my tenant(s). This indemnity is in the Board of Directors sole and absolute discretion.

- c) \_\_\_\_\_ If my tenant(s) are deemed by the Board in its sole and absolute discretion to abuse any aspect of the community at any time, the Board reserves the right to suspend my tenant(s) ability to use the pool and other facilities, subject to any required due process. I acknowledge and accept this refusal of use of facilities.
- d) \_\_\_\_\_ The Board in its sole and absolute discretion, from time to time, with notice to the homeowner, reserves the right to alter or change this agreement.

The East Stratford Residential Community Association consideration for the above will be to allow the tenant(s) access to its facilities. In return for access being granted, notwithstanding the above items a through d, the tenant(s) agree to use the facilities, including the pool, in accordance with stated guidelines outlined in the Stratford Association Rules and Regulations. Such package will be provided to tenant(s) upon presentation of the lease from the homeowner and signing of the transfer of rights disclosure.

**Note: It is the responsibility of the owner to submit this form upon change of tenants.**

I (We) understand that all tenants must apply for passes, and they have been so advised. I (We) have also reviewed the rules and regulations with the tenants residing in my (our) unit.

Names of All Residents in Property

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Owners Present Address and Phone Number

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**Owners Printed Name**

**Owners Signature**