

## **SELF-GUIDED TOUR AGREEMENT**

This Self-Guided Tour Agreement ("Agreement") is made on «currentsystemdate» between Irvine Management Company (the "Releasee"), and the undersigned (collectively, whether one or more, the "Releasor"). The Releasor is interested in leasing an apartment at an apartment community under the ownership or management of Releasee (the "Community"), where Releasor is hereby requesting a tour. Releasor desires, and Releasee is willing to permit, Releasor to temporarily access the model unit(s), common areas, and amenity areas (the "Model & Amenities"), as directed by the leasing office, at the Community for a self-guided tour (the "Tour"). In consideration of the promises and other agreements set forth herein, Releasee hereby grants to Releasor access to complete the Tour, subject to the following terms and conditions:

1. **Rules.** Releasor shall provide Releasee their valid government-issued photo identification; comply with all instructions of the authorized agent(s) of Releasee including, without limitation, the no-smoking rules within the Community (the "Rules"). Access to the Community by Releasor at any time or day other than as agreed upon in this Agreement is expressly prohibited. Releasor shall have sixty (60) minutes to complete the Tour, agrees that any such Tour is provided as a courtesy to Releasor, and shall not create in Releasor or any other party any leasehold or tenancy or other rights of any nature. Releasor, on behalf of itself and Releasor's guests, invitees, or attendees at the Tour ("Releasor's Related Parties"), agrees not to: (a) disturb, disrupt, annoy, endanger or inconvenience other residents or invitees within the Community, Releasee, Releasee's property manager or the respective officers, directors, members, shareholders, partners, managers, employees, affiliates, contractors, vendors, or representatives of Releasee or Releasee's property manager ("Releasee's Related Parties"), (b) violate any civil or criminal statute, law or ordinance, or (c) cause damage to or commit or permit a nuisance in or about the Model and Amenities, or Community.

2. **Release and Indemnification.** To the greatest extent permitted by law, Releasee and Releasee's Related Parties shall not be liable for any claims for damages or loss to Releasor's or others' personal property, or injury, illness, or death to any person caused by the Tour, or by any use of the Model & Amenities, the Community or any other facility under Releasee's control by Releasor or Releasor's Related Parties, or arising from any other cause whatsoever. Releasor assumes all risk of harm in using the Model & Amenities and agrees to hold Releasee and Releasee's Related Parties harmless from all liability for any such injury, loss, or damage. Releasor shall indemnify, defend, and hold harmless Releasee and Releasee's Related Parties for any liability, damage, claims for personal injury, and/or property damage, cost or expense (including reasonable attorneys' fees), including without limitation any claim brought by or on behalf of Releasor's Related Parties, whether incurred by or made against Releasee or Releasee's Related Parties, caused by the negligent, willful, or intentional act or omission of Releasor or Releasor's Related Parties.

3. **Abandoned Items.** Any items left in the Community by Releasor or Releasor's Related Parties are deemed abandoned and may be discarded thereafter by Releasee without notice to Releasor.

4. **Governing Law.** This Agreement shall be governed by the laws of the State of California. If any provision of this Agreement is held to be invalid or unenforceable, this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable.

5. **Joint and Several Liability.** Each Releasor signing below is jointly and severally responsible for performance of all obligations under this Agreement.

6. **Additional Tours.** In addition to the Tour of the Community, this Agreement applies to any other tour which Releasor takes (the "Additional Tour") within thirty (30) days of the execution of this Agreement, at either the Community, or at any other apartment community under the ownership or management of Irvine Management Company. Any Additional Tour must be scheduled with the leasing office of the apartment community where Releasor intends to take an Additional Tour. Any Additional Tour is subject to all terms and requirements of this Agreement. All rights and privileges provided by this Agreement to the Community and to Releasee's Related Parties at the Community, apply equally to any other apartment community where an Additional Tour may take place, and to any property manager, the respective officers, directors, members, shareholders, partners, managers, employees, affiliates, contractors, vendors, or representatives of such other apartment community. All obligations that this Agreement places on Releasor with respect to the Community where the Tour takes place apply with equal weight at any other apartment community where an Additional Tour may take place.

7. **Integration.** This Agreement constitutes the entire agreement between Releasee and Releasor, and supersedes any and all oral or written agreements or representations that may have been made by either party regarding the Tour prior to or contemporaneously with this Agreement. This Agreement may be modified or amended only by a writing signed by Releasee and Releasor.

Executed as of the date set forth below.