

**APPLICATION AND AGREEMENT TO VIEW BUSINESS  
RECORDS OF  
Colonial Charles Community Association, Inc.**

On this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, I, the Viewer,

(Name) \_\_\_\_\_

being a Lot owner, agent or attorney for a Lot owner, or mortgagee of the following Lot within the Colonial Charles Community Association, Inc.)

(address of Lot) \_\_\_\_\_, Waldorf, Maryland

and having a personal mailing address as follows if different from the Lot address:

(city, state) \_\_\_\_\_,

with zip code of \_\_\_\_\_, enter into this agreement with the Board of Directors and of Colonial Charles Community Association, Inc. in order to have access to the business record documents for Colonial Charles Community Association, Inc. (hereinafter "the Association") as permitted under the Maryland Association Act, Title 11 Md. Real Prop. Code Ann. (hereinafter "the Act").

NOW, THEREFORE, the parties hereby agree as follows:

1. The Association shall provide Viewer access to the following requested documents not otherwise closed to public view as provided in the Act, to view and print documents that are maintained in the offices of the Association, or its managing agent, located at

\_\_\_\_\_

which begin in \_\_\_\_\_ (year).

\*Records Requested: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(continued on back of as attached to this request)

It is understood that if records that are stored offsite are required, then Viewer shall pay retrieval costs to the Association or its agent prior to retrieval of said documents.

\*Access to the records noted above are requested to be available on the following dates and times (such dates may not be sooner than 15 days from the date this request is received by the Association or its agent):

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**It is agreed and understood that the Association shall make the records available upon reasonable notice and during normal business hours. The Association has reviewed the request and advises that it will have the records available during the following dates and times:**

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**2. Viewer's access to the business records shall be for legitimate community business purposes only and Viewer shall not allow any other entities, businesses or private parties' access to these records. Viewer will conduct the review and copying of any documents in a manner so as not to damage or deface the records, nor disrupt the business of the Association or its agents.**

**3. Viewer shall pay the Association a reasonable copy charge as provided in the Act of \_\_\_\_\_ per page for any business records copied for Viewer.**

**4. Viewer shall take care not to damage, destroy or misplace any business record of the Association and shall be held strictly responsible for any damage, destruction or loss of any such record entrusted to Viewer's review. Viewer shall take care to make sure the business records entrusted to Viewer are left in the same condition and order as when received. Any cost to the Association to put any of its business records in order after review by Viewer will be charged to Viewer and Viewer agrees to pay any such costs incurred for same. This agreement cannot be assigned.**

**5. The Association will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap, or national origin and shall allow access to records as required by the Act.**

**6. Any amendments to this agreement must be in writing.**

**7. If Viewer breaches the conditions of this agreement the Association may immediately terminate Viewer's access to the business records.**

**8. It is mutually agreed that the performance or breach of this agreement and its interpretation shall be governed by the laws of the State of Maryland. In the event of litigation concerning the terms of this agreement, venue shall be in the circuit court for the county where the Association is located.**

9. The parties further agree that, in the event of litigation arising out any terms of this agreement, the prevailing party shall be entitled to its attorney's fees and costs.

10. In the event any portion of this agreement is deemed invalid or void, the remaining portions shall remain in full force and effect.

11. The Association makes no warranties or representations, expressed or implied, concerning the completeness of information contained in the Association's records, nor will the Association do the research or place the records in any particular order at the request of the Viewer. However, the Association does make representation that it is the intention of the Association to make all records not closed pursuant to the Act available for review and copying as provided in the Act.

12. Viewer agrees not to use the names obtained from the mailing index to conduct mailings, house calls, or phone calls unrelated to community business and further agrees not to make use of any private information contained in the business files for any purpose designed or intended to harass or embarrass any person or entity. Viewer understands that if not in compliance with the terms of this agreement, Viewer will no longer have access to sensitive business records and may be liable for damages.

Please sign and date this document and submit it to the Association.

\_\_\_\_\_  
Viewer Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

Received by the Association on: \_\_\_\_\_

Approved by: \_\_\_\_\_  
Association Representative's Signature

Records Viewed: \_\_\_\_\_ Yes \_\_\_\_\_ No

Costs: \_\_\_\_\_ Date Paid \_\_\_\_\_