



## **Liberty Harbor Priority Reservation Procedures**

### **What do I need to do to successfully complete a Priority Reservation?**

1. Complete the Priority Reservation Information Form
2. Complete the Priority Reservation Agreement with Payment Option marked
3. Complete the Credit Card Authorization Form (if applicable)

You may fax the above information with a copy of your check, if applicable, to: **(912) 554-3873**

Once faxed, please mail your Priority Reservation Package to the address below.

**Deposits MUST accompany ALL reservations. Reservations are NOT complete without the deposit.**

### **Where do I send the original Priority Reservation package including deposit to?**

**Liberty Harbor Priority Reservation Center  
101 Conservation Way  
Brunswick, Georgia 31520**

Note: As the Priority Reservations are processed in the order received, it is important that you can track the delivery of your package. We suggest using UPS or Fed Ex to provide accurate tracking.

### **Who do I contact if I have a question?**

**Office Numbers:    Phone: (800) 228-9380    (912) 554-3800    Fax:    (912) 554-3873**

**Angela Cunningham**, Executive Director, Sales

Email: [Angela@MyLibertyHarbor.com](mailto:Angela@MyLibertyHarbor.com)

**Sarah Tyo**, Senior Sales Assistant

Email: [Sarah@MyLibertyHarbor.com](mailto:Sarah@MyLibertyHarbor.com)

**Brandi Fleming**, Senior Sales Executive

Email: [Brandi@MyLibertyHarbor.com](mailto:Brandi@MyLibertyHarbor.com)

**Void where prohibited by law. This is not an offer in any jurisdiction where prior registration is required, including New York. Reservations received from residents of such jurisdictions shall not be valid.**





## **BUYER RESERVATION INFORMATION**

Date: \_\_\_\_\_

How did you first hear about Liberty Harbor?  MyLibertyHarbor.com  Other Website \_\_\_\_\_

Newspaper \_\_\_\_\_  Magazine \_\_\_\_\_  Realtor \_\_\_\_\_

Sales Center:  Brunswick  Atlanta  Ohio

### **Reservation Holder Information:**

Name \_\_\_\_\_ Name \_\_\_\_\_

Address \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_ Zip \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_ Zip \_\_\_\_\_

Phone: (H) \_\_\_\_\_ Phone: (H) \_\_\_\_\_  
(W) \_\_\_\_\_ (W) \_\_\_\_\_  
(C) \_\_\_\_\_ (C) \_\_\_\_\_

E-Mail: \_\_\_\_\_ Email: \_\_\_\_\_

1<sup>st</sup> Deposit: \_\_\_\_\_ Method of Payment:  Check - Number \_\_\_\_\_ Date \_\_\_\_\_

MasterCard  Visa Credit Card Authorization Attached:  Yes  No Date \_\_\_\_\_

Are you interested in:  Home site  Condo  Both

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### **Office Use Only:**

In-House Sales Associate: \_\_\_\_\_ Lead Source: \_\_\_\_\_

Property Reserved: \_\_\_\_\_

2<sup>nd</sup> Deposit: \_\_\_\_\_ 3<sup>rd</sup> Deposit \_\_\_\_\_ 4<sup>th</sup> Deposit \_\_\_\_\_  
Date \_\_\_\_\_ Date \_\_\_\_\_ Date \_\_\_\_\_

**LIBERTY HARBOR  
PRIORITY RESERVATION AGREEMENT**

*For Liberty Harbor,  
a residential and resort community to be developed by Liberty Harbor, LLC*

Reservation Deposit Received By: \_\_\_\_\_

Receipt Date: \_\_\_\_\_ Time: \_\_\_\_\_

**THIS PRIORITY RESERVATION AGREEMENT** (“Reservation Agreement”) by and between Liberty Harbor, LLC, a Georgia limited liability company (“Developer”), and the undersigned person (herein referred to as “Preferred Purchaser,” whether one or more), is made effective as of the date set forth below.

**1. Development of Community and Condominium.** Developer intends to develop a master planned community located in Glynn County, Georgia, known as Liberty Harbor (“Community”). Developer currently intends to construct condominiums (collectively, the “Condominium”) and Single Family Home Sites (collectively, the “Home Site”) within the Community.

**2. Reservation and Reservation Deposit.** In consideration of the delivery by Preferred Purchaser to Developer or Developer’s agent, WEICHERT, REALTORS® - Paradise (“Agent”), of the sum of One Thousand and No/100 Dollars (\$1,000.00) (the “Reservation Deposit”), and the covenants herein described, made payable to The Fryer Law Firm (“Escrow Agent”), with an address of 70 Lenox Pointe, The Fryer Law Building, Atlanta, Georgia 30324. The Reservation Deposit shall be held in escrow by Escrow Agent pursuant to an Escrow Agreement entered into by Escrow Agent and Developer (the “Escrow Agreement”) and Escrow Agent shall provide a receipt therefore to Preferred Purchaser. Developer grants Preferred Purchaser the opportunity, subject to the availability of unsold inventory, to execute Developer’s standard form of Sales Agreement (the “Sales Agreement”) agreeing to purchase up to two (2) residential units in the Condominium and/or Home Site (the “Units”), if any, remaining at the time of Preferred Purchaser’s selection appointment with Developer during the priority selection period to be hereafter established by Developer for the initial Units in the Condominium and/or Home Site to be offered for sale by Developer (the “Priority Selection Period”). If Preferred Purchaser executes a Sales Agreement for the purchase of one or more Units with Developer during the Priority Selection Period, this Agreement will be deemed accepted and Preferred Purchaser will be entitled to receive such incentives, benefits and discounts as Developer may elect to offer to those who agree to purchase Units in the Condominium and/or Home Site during the Priority Selection Period. The sole means by which Preferred Purchaser may receive and be entitled to the benefits afforded is to execute a Sales Agreement prior to the end of the Priority Selection Period to purchase at least one (1) Unit.

**3. No Established Price or Club Benefits or Assured Unit Availability.** Preferred Purchaser acknowledges and agrees that Developer has not yet established a Purchase Price for the Units or the exact benefits to be afforded and that Developer shall have the right, in Developer’s sole and absolute discretion, to establish the Purchase Price for the Units, all charges for options, extras and Unit premiums and all discounts, incentives and premiums to be offered, such amounts to be set forth in the Sales Agreement. **NO ASSURANCE IS GIVEN AS TO THE PURCHASE PRICE TO BE ESTABLISHED BY DEVELOPER FOR ANY UNIT OR THAT ANY PARTICULAR UNIT, OR ANY UNITS AT ALL, WILL BE AVAILABLE TO PREFERRED PURCHASER DURING THE PRIORITY SELECTION PERIOD, BECAUSE DEMAND FOR DEVELOPER’S UNITS MAY EXCEED THE THEN AVAILABLE SUPPLY OF UNITS BEING OFFERED BY DEVELOPER OR DEVELOPER MAY DECIDE NOT TO UNDERTAKE THE OFFERING OF UNITS DESCRIBED IN THIS AGREEMENT.**

**4. Conversion to Contract.** If this Reservation Agreement has not been terminated as provided herein, Developer will provide to Preferred Purchaser the opportunity to buy the Units by delivering to Preferred Purchaser the Sales Agreement, with respect to the Units. If Preferred Purchaser elects to purchase the Units, Preferred Purchaser must sign and return the Sales Agreement to Developer, together with the deposit required under the Sales Agreement, within seven (7) business days after Preferred Purchaser has received the Sales Agreement. The Reservation Deposit shall be applied to the amount due as the deposit described in the Sales Agreement and held by Escrow Agent.

**5. Termination.** Notwithstanding the above, this Reservation Agreement may be terminated at any time by either Developer or Preferred Purchaser by delivering written notice of termination to the other, upon receipt of which Developer will promptly cause the Reservation Deposit to be refunded to Preferred Purchaser, without interest, and thereafter Developer and Preferred Purchaser will have no further rights or obligations hereunder. Neither Developer nor Preferred Purchaser shall have any obligation hereunder unless and until a Sales Agreement to purchase the Units is

entered into by both parties. Unless a Sales Agreement has been executed, this Reservation Agreement shall terminate and expire and all monies paid hereunder returned to Preferred Purchaser upon the occurrence of any of the following: (i) Receipt by Escrow Agent and Developer of a written request for refund signed by Preferred Purchaser and specifically releasing all interest in the Units which Releasing Party may have; (ii) the passage of seven (7) business days after Developer sends Preferred Purchaser notice of the opportunity to purchase the Units, together with the Sales Agreement as set forth above; or (iii) \_\_\_\_\_ (\_\_\_\_) calendar days after the date of this Reservation Agreement. Upon payment of the Reservation Deposit by Escrow Agent to Preferred Purchaser or to Developer, as herein provided, this Reservation Agreement shall terminate and be of no further force and effect. IF EITHER PARTY TERMINATES THIS AGREEMENT, OR ALLOWS IT TO EXPIRE WITHOUT ENTERING INTO A SALES AGREEMENT, DEVELOPER SHALL BE RELIEVED OF ANY OBLIGATION TO PREFERRED PURCHASER CONCERNING THE UNITS.

6. **Acknowledgments.** Preferred Purchaser hereby acknowledges and agrees that (a) he or she will not rely on any oral or written representation relating to the Community or the Condominium and/or Home Site other than those contained in documents that are delivered to purchaser at the time of delivery of the Sales Agreement pursuant to the Georgia Condominium Act, (b) Preferred Purchaser has received a fully executed copy of this Reservation Agreement, and (c) existing plans and specifications for the Community or the Condominium and/or Home Site, which Preferred Purchaser may have reviewed, are subject to modification by Developer at any time, and (d) Preferred Purchaser may not assign its rights under this Reservation Agreement, and any assignment or attempted assignment shall be void.

7. **NO EQUITABLE RIGHTS; NO RECORDING.** ACCEPTANCE OF THE RESERVATION DEPOSIT BY DEVELOPER SHALL NOT CREATE IN PREFERRED PURCHASER ANY EQUITABLE RIGHTS IN ANY UNIT. PREFERRED PURCHASER SHALL NOT RECORD THIS AGREEMENT OR ANY MEMORANDUM OR NOTICE THEREOF IN THE PUBLIC RECORDS. IF PREFERRED PURCHASER VIOLATES THIS PROVISION, THIS AGREEMENT MAY IMMEDIATELY BE TERMINATED BY DEVELOPER, WHEREUPON DEVELOPER SHALL IMMEDIATELY DIRECT ESCROW AGENT TO REFUND THE RESERVATION DEPOSIT (WITHOUT ANY INTEREST) TO PREFERRED PURCHASER WITHOUT QUALIFICATION.

8. **PREFERRED PURCHASER'S REPRESENTATIONS.** PREFERRED PURCHASER REPRESENTS THAT A COPY OF THIS AGREEMENT, WITH ALL BLANKS COMPLETED, WAS DELIVERED TO PREFERRED PURCHASER BEFORE IT WAS SIGNED, AND PREFERRED PURCHASER HAS READ THIS AGREEMENT IN ITS ENTIRETY. PREFERRED PURCHASER ACKNOWLEDGES THAT THIS IS NOT A CONTRACT TO PURCHASE ANY UNIT, AND AGREES THAT PREFERRED PURCHASER SHALL HAVE NO RIGHT TO PURCHASE ANY UNIT UNLESS AND UNTIL PREFERRED PURCHASER AND DEVELOPER MUTUALLY ENTER INTO A SALES AGREEMENT. PREFERRED PURCHASER REPRESENTS AND WARRANTS THAT PREFERRED PURCHASER HAS NOT CONSULTED WITH OR BEEN REPRESENTED BY ANY BROKER, REAL ESTATE AGENT OR CONSULTANT IN CONNECTION WITH THIS AGREEMENT OR THE PURCHASE OF ANY UNIT EXCEPT FOR REPRESENTATIVES OF LIBERTY HARBOR, LLC.

Executed on the date last entered below.

**“PREFERRED PURCHASER”**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Work: \_\_\_\_\_

Fax: \_\_\_\_\_ Cell: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Sales Agent: \_\_\_\_\_

**“DEVELOPER”**

**LIBERTY HARBOR, LLC**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

All such forms of payment shall be made payable to:

**The Fryer Law Firm**

**Priority Reservation for:**

**Condominium**

**Home Site**



## **Credit Card Authorization Form**

**I authorize Liberty Harbor, LLC to charge my  Mastercard or  Visa account as indicated below:**

The following information **MUST** be exactly as it appears on your credit card statement.

Cardholders Name: \_\_\_\_\_

Billing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Billing Phone Number: \_\_\_\_\_

Account Number: \_\_\_\_\_

Expiration Date: Month / Year \_\_\_\_\_ / \_\_\_\_\_

V code: (last 3 numbers on back strip of card) \_\_\_\_\_

Number of reservations: \_\_\_\_\_ @ \$1,000 each

Total Amount: \$ \_\_\_\_\_

Cardholder Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

### **OFFICE USE ONLY**

Processed By: \_\_\_\_\_

Date: \_\_\_\_\_

Approval Code: \_\_\_\_\_