

RELEASE AND INDEMNIFICATION AGREEMENT FOR HOUSE KEY PROGRAM

WHEREAS the City of Bloomfield Hills has established through its Public Safety Department a program wherein a homeowner residing in the City of Bloomfield Hills may leave with the Public Safety Department a key to their residence and alarm system; and

WHEREAS said key program is strictly voluntary and the homeowner hereby acknowledges that he or she is under no obligation to leave with the Public Safety Department their house and or alarm key; and

WHEREAS the homeowner has been advised by the Public Safety Department that a condition precedent to accepting and/or using house and or alarm keys to a residence is that the homeowner sign this Release and Indemnification Agreement.

NOW, THEREFORE, (Print Name) _____, hereinafter referred to as "Indemnitor", hereby agrees to release, acquit, and discharge the City of Bloomfield Hills and its Public Safety Department and their respective officers, employees, representatives, agents, successors in interest and assigns from any and all liability, claims, actions, causes of action, lawsuits, demands, rights, damages, costs and attorney's fees of any kind or nature, which the undersigned now have or which may hereafter accrue on account of or in any way growing out of and/or arising from any actions, omissions, facts, occurrences or events relating and/or pertaining to the City of Bloomfield Hills and/or its Public Safety Department accepting and/or utilizing and/or using house and or alarm keys to the residence owned by Indemnitor.

FURTHERMORE, Indemnitor agrees to indemnify and hold harmless the City of Bloomfield Hills and its Public Safety Department and their respective officers, employees, representatives, agents, successors in interest and assigns from and against any and all liability, loss, injuries, damages, claims, actions, causes of actions, lawsuits, demands, costs, expenses and attorney's fees which the City of Bloomfield Hills and/or its Public Safety Department and their respective officers, employees, agents, successors in interest, representatives and assigns may incur, suffer or be required to pay to any third party incurred as a result of and/or arising out of the City of Bloomfield Hills and/or its Public Safety Department accepting and/or using and/or utilizing and/or losing or misplacing the keys to the residence owned by the Indemnitor and or alarm key to said residence.

FURTHERMORE, in the event that any claim, demand, action, cause of action, lawsuit, suit or proceeding is brought against the City of Bloomfield Hills and/or its Public Safety Department and/or their respective officers, employees, agents, representatives, successors in interest and/or assigns by a third party arising out of the liability indemnified against herein, the City of Bloomfield Hills or its Public Safety Department shall immediately give notice in writing to Indemnitor by certified mail addressed to Indemnitor at the Indemnitor's last known address in the City of Bloomfield Hills. Upon receiving of such notice, the Indemnitor shall at his/her own expense, defend against such action and take all such steps as may be necessary to prevent the obtaining of a judgment against the City of Bloomfield Hills and/or its Public Safety Department and/or their respective officers, employees, agents, representatives, successors in interest and/or assigns.

It is specifically agreed and understood that if the Indemnitor is unable to prevent the obtaining of a judgment against the City of Bloomfield Hills and/or its Public Safety Department and/or their respective officers, employees, agents, representatives, successors in interest and/or assigns, the Indemnitor will promptly pay in full said judgment, to include any interest, costs, and actual attorney fees associated with said judgment.

It is further specifically agreed and understood that if the Indemnitor fails to defend such action on behalf of the City of Bloomfield Hills and/or its Public Safety Department and/or their respective officers, employees, agents, representatives, successors in interest and/or assigns, said Indemnitor will be liable for all damages and expenses, including attorney fees incurred by the City of Bloomfield Hills or its Public Safety Department and/or their respective officers, employees, agents, representatives, successors in interest and/or assigns, in defending said action, as well as any judgment, damages, interest, costs and attorney fees that may be awarded against the City of Bloomfield Hills and/or its Public Safety Department and/or their respective officers, employees, agents, representatives, successors in interest and/or assigns in or as a result of said action, to include anything awarded as a result of a default or default judgment.

This Release and Indemnification Agreement and its terms, conditions, provisions and obligations shall bind the Indemnitor herein together with their employees, agents, servants, successors, heirs, administrators, personal representatives and assigns.

The Indemnitor has reviewed this Release and Indemnification Agreement and understands the contents contained herein and has knowingly and voluntarily executed this Agreement.

WITNESS: _____

Indemnitor (Sign Name before Notary)

Address

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__.

Notary Public
_____, County, Michigan
Acting in _____ County.
My Commission Expires: _____

Additional Information:

Your contact/phone number:

(Day) _____ (Night) _____

Emergency Contact Information:

Name _____ Phone _____

Name _____ Phone _____

Alarm Information:

Company _____

Phone _____ Type of Alarm (Circle One) Code Key

Voluntary Info:

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