

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 be 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 house and or alarm keys to a residence is that the homeowner sign a 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, its Public Safety Department and their respective agents, successors and assigns from any and all claims, actions, causes of action~ demands, rights, damages, costs of whatsoever kind or nature which the undersigned now have or which may hereafter accrue on account or in any way growing out of any facts or occurrences or events relating to the City of Bloomfield Hills and its Public Safety Department accepting house and or alarm keys to a residence owned by Indemnitor.

FURTHERMORE, Indemnitor agrees to indemnify and hold harmless the City of Bloomfield Hills and its Public Safety Department against any and all liability, loss, damage. Cost or expense which the City of Bloomfield Hills and its Public Safety Department may hereafter incur, suffer or be required to pay be reason of any occurrence or expense to the Indemnitor or any third party incurred as a result of the Public Safety Department losing or misplacing the keys to his/hers/its house and or alarm key left with the City of Bloomfield Hills Public Safety Department.

FURTHERMORE, in the event that any action, suit or proceeding is brought against the City of Bloomfield Hills or its Public Safety Department by a third party upon any liability arising out of the liability indemnified against, the City of Bloomfield Hills or its Public Safety Department shall at once 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, at his/her/its own expense, shall 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 or its Public Safety Department.

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 or its Public Safety Department, 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 or its Public Safety Department, said Indemnitor will be liable for all expenses including attorney fees incurred by the City of Bloomfield Hills or its Public Safety Department, in defending said action, as well as any judgment interest, costs and attorney fees that may be awarded against the City of Bloomfield Hills or its Public Safety Department in or as a result of said action, to include anything awarded as a result of a default or default judgment.

This agreement shall bind the Indemnitor herein together with their agents, servants, successors, heirs, administrators and assigns.

WITNESS: _____

Indemnitor **(Sign Name before Notary)**

Address

(The Chief of Police is a Notary)

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged
before me:

This _____ Day of _____, 20____

By _____

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: