

## WAIVER, INDEMNITY, and PREMISES USE CERTIFICATION

WHEREAS, the Maryland Department of Housing and Community Development is the owner of certain real property and the improvements thereon, commonly known as \_\_\_\_\_, (the "Property").

WHEREAS, the Undersigned, desires to enter the Property for a supervised visual inspection on \_\_\_\_\_, 201\_\_.

NOW, THEREFORE, in consideration of the Undersigned being permitted to enter the Property, \_\_\_\_\_ (the "Undersigned") on behalf of himself or herself, his or her heirs, assigns, and personal representatives, hereby agrees as follows:

1. Waiver and Indemnity. The Undersigned releases, waives, discharges, covenants not to sue, and holds harmless the Maryland Department of Housing and Community Development (hereinafter, DHCD), its officials, officers, employees, and agents from and for any and all liabilities, damages, obligations, losses, claims, causes of action, costs, debts, dues, charges or expenses (including attorney's fees), of whatsoever kind and nature on account of, in connection with, or resulting from, any and all injury to the person or property of the Undersigned or resulting from the death or permanent disability of the Undersigned, whether caused by the negligence of DHCD or otherwise, in any way related to the Undersigned being on, in or around the Property. The Undersigned further agrees and covenants to indemnify DHCD and hold DHCD harmless from any and all losses, liabilities, damages, costs, and attorney's fees and disbursements which DHCD may incur or suffer as a result of the Undersigned's activities on the Property. The obligations contained in this Section 1 shall survive expiration or the earlier termination of this Waiver, Indemnity, and Premises Use Certification.
2. No Representations or Warranties. DHCD makes no representations or warranties as to the existence or non-existence of any condition or hazard on the Property.
3. Restoration. The Undersigned shall promptly restore the Property to the condition existing immediately before its entry thereon (but only to the extent that the Undersigned's entry on the Property disturbed or otherwise altered the pre-existing condition of the Property).
4. Term. The Term of this Waiver, Indemnity, and Premises Use Certification shall commence on \_\_\_\_\_, 201\_\_ and shall continue until the completion of all authorized activities on the Property, if not sooner terminated by DHCD.
5. Early Termination. Notwithstanding Section 4 hereof, DHCD may terminate this Waiver, Indemnity, and Premises Use Certification at any time, in which event the Undersigned shall not be permitted to access the Property.
6. Other Entrants to Premises. The Undersigned shall allow only those contractors, consultants, advisors, agents and authorized representatives to enter the Property as are approved by DHCD, and which have signed and executed this Waiver, Indemnity, and Premises Use Certification.

7. Not a Contract for Services. This Waiver, Indemnity, and Premises Use Certification is not intended, nor shall it be deemed or construed, as a contract for services or to bind DHCD to convey any right, title or interest in the Property to the Undersigned.

8. No Right, Title, or Interest. Nothing contained in this Waiver, Indemnity, and Premises Use Certification and no action or inaction by DHCD shall be deemed or construed to mean that DHCD has granted the Undersigned any right, power, or permission to do any act or make any agreement that may create, give rise to, or be the foundation for any right, title, interest, lien, or charge to the Property, including, but not limited to, the grant of a license or easement in the Property.

9. Assignment. The Undersigned may not assign, delegate, or transfer its rights or responsibilities hereunder without the prior written consent of DHCD.

10. Compliance with Applicable Law. All of the Undersigned's activities on the Property shall be in accordance with all applicable laws, regulations, and requirements, including all work rules and regulations adopted by DHCD for the Property. The Undersigned shall not use or permit the use of the Premises for the manufacture, storage, dispensing, sale, or drinking of intoxicants, or the use or sale of any illegal drugs or substances, and shall not allow gambling or any illegal practices on the Property.

11. Applicable Law. This Waiver, Indemnity, and Premises Use Certification shall be governed by the laws of the State of Maryland without reference to conflicts of laws principles.

12. Waiver. Waiver by DHCD of any provision of this Waiver, Indemnity, and Premises Use Certification does not constitute a waiver of future compliance with such provision, and that provision, as well as all other provisions hereof, shall remain in full force and effect.

13. Severability. If any term, provision or section of this Waiver, Indemnity, and Premises Use Certification is held to be unenforceable or invalid under any applicable law or regulation by any court or competent governmental authority having jurisdiction, the remaining provisions shall continue in full force and effect without being impaired or invalidated in any way, and such determined unenforceability or invalidity of any term, provision or section shall not preclude the effectiveness of, or alter, any other term, provision or section hereof, unless the effectiveness thereof would result in unjust enrichment or extreme hardship to either of the parties hereto or would otherwise frustrate the basic intent hereof.

*[The Remainder of this Page Left Intentionally Blank]*

The Undersigned has carefully read this Waiver, Indemnity, and Premises Use Certification and signs it of his or her own free will and volition.

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(Agent Signature)

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(Telephone Number)

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(Agent Name)

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(Address)

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(Date)

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(City, State, Zip)

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(Agent Email)

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(Agent Fax)