

WAIVER, INDEMNITY, and PREMISES USE CERTIFICATION

WHEREAS, the Property Owner is the owner of certain real property with an improvement address of: _____,
(the "Property"); and

WHEREAS, the Undersigned, desires to enter the Property for a supervised visual inspection on _____;
(Date and Time of Inspection)

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

1. **Waiver and Indemnity.** The Undersigned on behalf of any perspective purchaser of the Property and their respective contractors, consultants, advisors, agents and authorized representatives (collectively, the "Access Parties") releases, waives, discharges, and covenants not to sue the Property Owner, The Maryland Department of Housing and Community Development (hereinafter "DHCD"), its officials, officers, employees, and agents [including but not limited to Atlantic Auctions, Inc. (hereinafter "AA")] 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 any of the Access Parties, or resulting from the death or permanent disability of any of the Access Parties, whether caused by the negligence of DHCD, AA 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 AA, and hold DHCD and AA, harmless from any and all losses, liabilities, damages, costs, and attorney's fees and disbursements which DHCD and AA may incur or suffer as a result of the Access Parties' 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.** Neither DHCD nor AA make any representations or warranties as to the existence or non-existence of any condition or hazard on the Property.
3. **Restoration.** The Undersigned shall, and shall cause the Access Parties to, promptly restore the Property to the condition existing immediately before its entry thereon (but only to the extent that the Access Parties' entry on the Property disturbed or otherwise altered the pre-existing condition of the Property). The obligations contained in this Section 3 shall survive expiration or the earlier termination of this Waiver, Indemnity, and Premises Use Certification.
4. **Term.** The Term of this Waiver, Indemnity, and Premises Use Certification shall commence on _____ and shall continue until the completion of all authorized activities on the Property,
(Date of Inspection)
if not sooner terminated by DHCD or AA.

5. Early Termination. Notwithstanding Section 4 hereof, either DHCD or AA may terminate this Waiver, Indemnity, and Premises Use Certification at any time, in which event none of the Access Parties shall be permitted to access the Property.
6. Other Entrants to Premises. The Undersigned shall allow only the Access Parties to access the Property that the Undersigned has informed of the obligations contained in this Waiver, Indemnity, and Premises Use Certification, provided that failure to so inform any of the Access Parties of such obligations shall not diminish the Undersigned's obligations hereunder or any waivers and indemnities contained herein. Prior to granting any access to the Property, the Undersigned shall notify DHCD of the identity of any Access Parties permitted to access the Property by the Undersigned pursuant to 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 the Property Owner 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 or AA, shall be deemed or construed to mean that the Property Owner 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. Except with respect to permitted Access Parties as expressly set forth herein, the Undersigned may not assign, delegate, or transfer its rights or responsibilities hereunder without the prior written consent of the Property Owner.
10. Compliance with Applicable Law. All of the Access Parties' activities on the Property shall be in accordance with all applicable laws, regulations, and requirements, including all work rules and regulations adopted by either DHCD or AA for the Property. The Undersigned shall not, and shall ensure that the Access Parties do 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 the Property Owner 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. Authority. By signing below, the Undersigned represents and warrants that it has the full authority to execute this Waiver, Indemnity, and Premises Use Certification and bind the Undersigned and any other Access Parties pursuant to the terms hereof.

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

(Signature)

(Date)

(Printed Name)

(Address)

(Telephone Number)

(City, State, Zip)

(E-mail Address)

How did you hear about the auction? _____

Return completed form to: Atlantic Auctions, Inc.
Via email to: jlevi@bscamerica.com
Via facsimile to: (410) 803-4643
Via mail to: P.O. Box 200, Belcamp, MD 21017

