

Key Checkout Procedures

1. All key holders/managers/agents must have the recipient(s) of his/her keys read and sign this document prior to checking out a key to the recipient.
2. Recipients of multiple keys must complete this Key Checkout Form for each key that a recipient checks out.
3. Recipients must provide photo identification, which shall be copied and kept with a Key Checkout Form, sign the credit card authorization form, and pay a \$20.00 Key Deposit prior to the Recipient receiving any key(s).
4. Key Deposits shall be returned when the issued keys are returned.

Recipient Agreement

I _____ (“Recipient”) agree to the following conditions regarding the use of keys assigned to me on a temporary basis in order to access the following property: _____ (“The Property”).

Initial

- _____ 1. I shall use the assigned key(s) only as authorized.
- _____ 2. I shall not duplicate or alter the key(s).
- _____ 3. If I lose the key(s) issued, I will immediately report the loss to the key holder/manager/agent who issued me the key(s) and I shall pay for all locks to be changed at the property to which the loss key(s) belongs at a charge of \$50.00 per lock.
- _____ 4. Key(s) issued shall be returned by the close of business on the day the key(s) was/were issued. If I fail to return the key(s) I was issued I shall pay for all locks to be changed at the property to which key(s) belongs at a charge of \$50.00 per lock.
- _____ 5. Keys are to be “checked out” and “returned” as authorized. If I am asked to return the key(s), I will do so immediately.

Waiver, Release and Hold Harmless Agreement.

In consideration for allowing me access to the above indicated property by Action Property Management, LLC dba Montgomery Homes and the Owner of the property listed above (“The Property”), I represent, covenant and agree, on behalf of myself and my heirs, assigns, and any other person claiming by, under or through me, as follows:

1. I acknowledge that accessing the property involves certain risks (some of which I may not fully appreciate) and that injuries, death, property damage or other harm could occur to me or others. I accept and voluntarily incur all risks of any injuries, damages, or harm which arise during or result of accessing the property, regardless of whether or not caused in whole or in part by the negligence or other fault of Action Property Management dba Montgomery Homes, the owner of the property, and/or affiliates, employees, officers, agents or insurers (“Released Parties”).
2. I waive all claims against any of the Released Parties for any injuries, damages, losses or claims, whether known and unknown, which arise during or result from my accessing the property, regardless of whether or not caused in whole or part by the negligence or other fault of any of the Released Parties. I release and forever discharge the Released Parties from all such claims.
3. I agree to indemnify and hold the Released Parties harmless from all losses, liabilities, damages, costs or expenses (including but not limited to reasonable attorneys' fees and other litigation costs and expenses) incurred by any of the Released Parties as a result of any claims or suits that I (or anyone claiming by, under or through me) may bring against any of the Released Parties to recover any losses, liabilities, costs, damages, or expenses which arise during or result from accessing the property, regardless of whether or not caused in whole or part by the negligence or other fault of any of the Released Parties.
4. I have carefully read and reviewed this Waiver, Release and Hold Harmless Agreement. I understand it fully and I execute it voluntarily.

Name: _____ Signature: _____ Date: _____