



RESIDENT PASS KEY - RELEASE AND HOLD HARMLESS AGREEMENT

I, _____ a resident ("Resident") of the Grande North at Sante Fe, 1205 Pacific Highway, San Diego CA 92101 Unit # _____, hereby unconditionally agree to all of the following terms and conditions:

1. It is my desire to leave a residence front door key (a "Pass Key") to my residence with the building staff (front desk, security, management and/or engineering personnel who are employed or contracted staff members of The Grande North at Santa Fe Homeowner's Association, Heritage Security, Inc., Prescott Property Management, Inc. and/or ResCom Services, Inc.) (Collectively "Staff").
2. The releasing of a Pass Key to Staff is for my own personal use and convenience.
3. I acknowledge and understand that the Pass Key is not the same as an Emergency Key.
4. I acknowledge that the Pass Key is **not** kept in a secure key vault, and could fall into the hands of unauthorized persons, and such unauthorized use could result in many negative consequences, including but not limited to burglary, theft of property, property damage, physical or bodily harm, or death, for which Resident hereby unconditionally releases Staff from liability and holds Staff harmless and agrees to defend and indemnify them from any and all causes of action relating to the improper use of the Pass Key or any party in possession thereof.
5. I agree to inform any guest or invitee staying in my residence about the Pass Key risks and I agree to hold Staff harmless and defend them against any and all causes of actions that may be brought against Staff by my guests or invitees resulting from the improper and/or unauthorized use of the Pass Key.
6. I acknowledge that the Grande North at Santa Fe, Heritage Security, Prescott Property Management and ResCom Services, Inc. do not condone, endorse or recommend the use of a Pass Key.
7. I agree that any expenses that may be incurred by the loss, misplacement, theft or disappearance of the Pass Key shall be my sole financial responsibility, including but limited to locksmith charges or replacement door lock hardware.
8. If I am a tenant and not an owner of the residence, I hereby represent and confirm that I have the Unit Owners permission to deposit the Pass Key with Staff, and that I will indemnify and hold Staff harmless from any and all claims or causes of actions relating to matters involving the Pass Key which may be brought by the Unit Owner.
9. I understand that it is in my best interest to retrieve the Pass Key from Staff as soon as possible.
10. I hereby release, and agree to defend, indemnify and hold all of the aforementioned parties harmless from any and all liability claims or causes of actions relating to any matters arising out of the use (authorized or unauthorized) of the Pass key, including reasonable attorney fees and costs.

Dated: _____ Resident Signature: _____