

## FISHER 21 LOFTS LLC

### FISHER 21 LOFTS LLC INDEMNIFICATION

6051 HASTINGS

(Address Location/Building Name)

Fisher 21 Lofts LLC grants permission to your company, including its employees, representatives, and agents (collectively, "User"), to enter the above-referenced location (hereinafter "Site") for the sole purpose of a walk through scheduled for (provide date of access) - \_\_\_\_\_ 2023. User **is entering upon and using** the Site at its own risk, and accepts the Site "As Is." Fisher 21 Lofts LLC makes no representation or warranty as to the status of title or the physical or environmental condition of the Site, or its fitness for any particular use. User is required to follow all guidelines and direction provided by City of Detroit during use of the Site.

User agrees to hold the Fisher 21 Lofts LLC harmless, defend and indemnify Fisher 21 Lofts LLC from and against any and all claims, damages, obligations, penalties, costs, charges, losses, demands, liabilities, and expenses (including, without limitation, fees and expenses for attorney, expert witnesses and other consultants) that may be imposed upon, incurred by, or asserted against the City of Detroit or its departments, officers, employees, or agents for property damage and bodily or personal injury arising from or related to User's use of the Site and this Right-of-Access.

User agrees to waive, release and discharge the Fisher 21 Lofts LLC or its departments, officers, employees, or agents from any and all liability, claims, demands, and causes of action whatsoever, legal and equitable, because of damages, losses, or injuries to User or User's property or both, arising from or related to User's use of the Site and this Right-of-Access. User agrees and covenants not to sue Fisher 21 Lofts LLC or its departments, officers, employees, or agents, and to refrain from instituting, continuing, presenting, subrogating, collecting or in any way aiding or proceeding upon any claims, judgments, debts, causes of action, suits and proceedings of any kind at law or in equity arising from or related to User's use of the Site and this Right-of-Access.

User's Right-of-Access shall terminate upon completion of the site walk through, except that the provisions in the paragraphs above shall survive after the termination of this Right-of-Access. This Right-of-Access will be effective only upon execution of the acknowledgment by User's duly authorized representative, and upon delivery of same to Katy Trudeau, Acting Director, Planning and Development Department.

THE UNDERSIGNED HEREBY ACKNOWLEDGES RECEIPT OF THE ORIGINAL COPY OF THIS DOCUMENT, CERTIFIES THAT HE IS A DULY AUTHORIZED REPRESENTATIVE OF THE NAMED COMPANY, AND AGREES THAT THE NAMED COMPANY SHALL BE BOUND BY THE TERMS AND CONDITIONS STATED HEREIN.

COMPANY: \_\_\_\_\_

BY: \_\_\_\_\_

(Signature)

PRINTNAME: \_\_\_\_\_

ITS: \_\_\_\_\_

(Duly Authorized Representative)

DATE \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_