



Key On-File Waiver

I, _____ Unit # _____

Agree to indemnify and hold harmless the Venu Condominium Association and their respective directors, officers, agents, and other employees (the "Association"), from and against any and all cost, claims (whether rightfully, wrongfully asserted), damages, expenses or liabilities whatsoever (including without limitation, reasonable attorney's fee and court costs at all trial and appellate levels), arising out of releasing a copy of the key to my unit to the Venu Concierge.

The undersigned owner ("Owner") of a home within the Association authorizes the Association and/or the Association's agent, directors, officers, or employee to enter the home, absent the undersigned's presence, in the case of a suspected emergency or emergency such as flooding, fire, or to secure the home following a discovered break-in and so forth. The Key shall be kept in a secure location and access shall be restricted to the Association employees and agents for the aforementioned purpose.

While the Association will, following notification, make a reasonable response to address the emergency, Owner agrees that neither the Association nor the Property Manager shall be responsible for any damage to the home occurring by reason of (i) the situation or condition constituting the emergency, including any continuing damage pending a response by Owner, (ii) a failure to respond following notification of the emergency, (iii) responding to and taking action designed, in the judgment of the Property Manager and his designees, to minimize additional or continuing damage to the home, (iv) failure or inability to contact the Owner for instructions on how to respond, and (v) any other matter or thing arising out of the action or inaction on the part of the Property Manager to the situation or condition, and In further consideration of the Association making this service available to the Owner, the benefit and value of which is hereby acknowledged by the Owner, Owner hereby knowingly waives the right to assert any claim against the Association or to file any cause of action in law or in equity against the Association arising in any manner from this Key On-File Waiver, and Owner further releases and agrees to defend, indemnify and hold harmless the Association from liability arising from acts or omissions occurring in connection with the service the subject of this Agreement, save and except claims arising from the gross negligence of the Association or its/his designees arising in connection with the performance of the services the subject of this Agreement.

The undersigned owner ("Owner") of a home within the Association authorizes the Association and/or the Association's agent, directors, officers, or employee to enter the home, absent the undersigned's presence, in the case of a suspected emergency or emergency such as flooding, fire, or to secure the home following a discovered break-in and so forth. The Key shall be kept in a secure location and access shall be restricted to the Association employees and agents for the aforementioned purpose.



By selecting the "Provide to Authorized Users" below and providing a list of authorized users, Owner agrees to defend, indemnify and hold harmless the Association from any claims arising from the use of the key on file by any designated authorized user below. The undersigned Owner hereby authorizes the Association and/or the Association's agent, directors, officers, or employee to provide the key on-file to the below authorized users upon such users provision of identification. The Owner or its authorized user shall be responsible for returning the key on file to the Association for continued use pursuant to this Key On-File Waiver.

I expressly agree that the foregoing Key On-File Waiver is governed by the State of Arizona and is intended to be as broad and inclusive as is permitted by Arizona law, and that in the event any portion of this Key On-File Waiver is determined to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the balance of the Key On-File Waiver shall not be affected or impaired in any way and shall continue in full legal force and effect.

I acknowledge that this Key On-File Waiver is a contract and agree that if a lawsuit is filed against the Association or its owners, agents, employees for any injury or damage in breach of this contract, and the Association is the prevailing party, I will pay all attorney's fees and costs incurred by the Association in defending such an action pursuant to A.R.S. § 12.341.01.

This authorization will continue in force from the date hereof until revoked in writing by undersigned and delivered to the Association.

Note: In case of emergency it is good practice to leave a key on file with the concierge. You may leave the key in a sealed envelope and mark this form for emergency only.

Valid use of key: Emergency Only: Provide to Authorized user(s):

Authorized User(s):

Owner Signature Date