

RELEASE OF LIABILITY AND INDEMNIFICATION

In consideration of the permission and access to the Property (defined below) granted to the undersigned by the Detroit Public Schools Community District of the City of Detroit, a Michigan statutory body (the "District"), the undersigned acknowledges and agrees as follows:

Recitals

A. The District is owner of several closed and vacant buildings and other real properties.

B. The undersigned has approached the District about purchasing one or more of its real properties and is seeking entry in order to inspect such property and determine a price to be offered.

C. The undersigned acknowledges and is aware that the closed schools may contain hazardous conditions and materials, including, but not limited to, asbestos-containing building materials, lead-paint, mold, acidic and/or caustic substances, biological substances, limited visibility, slip, trip and fall hazards, hanging or protruding, object, collapsed ceiling or walls, sharp objects, and flooded conditions.

D. The District is willing to permit entry but is concerned about the environmental and other potentially hazardous condition of the property, has expressed its concerns to the undersigned and is willing to permit the undersigned to enter upon receipt of this document signed by the undersigned.

Agreements

1. The undersigned acknowledges that it has the District's permission to enter onto property located at _____, Detroit, Michigan _____ (formerly known as _____ School), together with its land, surface parking lots and other appurtenances (the "Property") to make a physical inspection of the Property (but not to include environmental, geothermal or other tests, surveys, studies and inspections) at the sole cost of the undersigned. The undersigned understands and agrees that any on-site inspections of the Property shall be conducted during business hours (9 a.m. to 5 p.m.) upon at least twenty-four (24) hours' prior telephonic or electronic notice to the District, attention: Sylvester McIntosh, Director of Real Estate, office phone: 313-576-0947 or email at sylvester.mcintosh@detroitk12.org and in the presence of the District's representative. All inspections shall be conducted so as not to interfere unreasonably with use of the Property by the District. The undersigned also agrees to maintain comprehensive general liability (occurrence) insurance in terms and amounts satisfactory to the District covering any accident arising in connection with the presence and activities of the undersigned, its agents and representatives on the Property and shall deliver a certificate of insurance verifying such coverage to the District prior to entry upon the Property.

2. The undersigned, on its behalf and on behalf of its employees, agents and representatives, hereby waives and releases, and agrees to indemnify and hold harmless, the District, its employees, agents, board members, and other representatives, from any claim for damage, injury, liabilities, costs, and/or expenses (including reasonable attorneys' fees actually incurred), whether known or unknown, arising out of or resulting from, or incurred as result of, entering onto the Property, the latent or patent physical condition (including environmental) of the Property, and the inspection of the Property by the undersigned, its employees, agents and representatives. The undersigned agrees and covenants not to commence or prosecute any action or proceeding on account of or relating to any matter released hereunder.

3. The undersigned agrees that the terms and conditions contained herein shall bind and inure to the benefit of the District, the undersigned, and their respective successors and permitted assigns. This release and indemnification agreement constitutes the entire agreement between the parties, whether oral or written, between the parties with respect to matters contained herein. Any amendment to this release and indemnification agreement must be in writing signed by the undersigned and the District.

4. In the event that any part or provision of this release and indemnification agreement is determined by a court of competent jurisdiction to be void or unenforceable to any extent, such part or provision shall be deemed severable and the remainder shall be fully enforced. The construction or interpretation of this release and indemnification agreement shall be governed by laws of the state of Michigan, without reference to any conflict of laws provision and as if mutually drafted by both parties.

5. The undersigned represents and warrants it has read and understands this release and indemnification agreement, has had the opportunity to seek legal counsel, as is voluntarily entering into this agreement, with full right, power and authority to enter into and sign this release and indemnification agreement.

Name of the Undersigned:
Type of Legal Entity:
By: _____
Print Name:
Title
Date: