

## WAIVER, INDEMNITY, and PREMISES USE CERTIFICATION

WHEREAS, the Property Owner is the owner of certain real property and the improvements thereon, commonly known as \_\_\_\_\_, (the "Property").

*Property Address*

WHEREAS, the Undersigned, desires to enter the Property for a supervised visual inspection on DATE: \_\_\_\_\_ TIME: \_\_\_\_\_.

*Date of Inspection*

*Time of Inspection*

NOW, THEREFORE, in consideration of the Undersigned being permitted to enter the Property, \_\_\_\_\_ (the "Undersigned") on behalf of himself or herself, his or her heirs, assigns, and personal representatives, hereby agrees as follows:

*Name of Person Entering the Property*

1. Waiver and Indemnity. The Undersigned on behalf of any perspective purchaser of the Property and their respective contractors, consultants, advisors, agents and authorized representatives (collectively, the "Access Parties") releases, waives, discharges, and covenants not to sue the Property Owner, its officials, officers, employees, and agents (including but not limited to A. J. Billig & Co., Auctioneers) (collectively, the "Property Owner Parties") from and for any and all liabilities, damages, obligations, losses, claims, causes of action, costs, debts, dues, charges or expenses (including attorney's fees), of whatsoever kind and nature on account of, in connection with, or resulting from, any and all injury to the person or property of any of the Access Parties or resulting from the death or permanent disability of any of the Access Parties, whether caused by the negligence of the Property Owner Parties or otherwise, in any way related to the Undersigned being on, in or around the Property. The Undersigned further agrees and covenants to indemnify the Property Owner Parties and hold the Property Owner Parties harmless from any and all losses, liabilities, damages, costs, and attorney's fees and disbursements which the Property Owner Parties may incur or suffer as a result of the Access Parties' activities on the Property. The obligations contained in this Section 1 shall survive expiration or the earlier termination of this Waiver, Indemnity, and Premises Use Certification.

2. No Representations or Warranties. The Property Owner makes no representations or warranties as to the existence or non-existence of any condition or hazard on the Property.

3. Restoration. The Undersigned shall, and shall cause the Access Parties to, promptly restore the Property to the condition existing immediately before its entry thereon (but only to the extent that the Access Parties' entry on the Property disturbed or otherwise altered the pre-existing condition of the Property). The obligations contained in this Section 3 shall survive expiration or the earlier termination of this Waiver, Indemnity, and Premises Use Certification.

4. Term. The Term of this Waiver, Indemnity, and Premises Use Certification shall commence on \_\_\_\_\_ and shall continue until the completion of all authorized activities on the Property, if not sooner terminated by the Property Owner.

*Date of Inspection*

5. Early Termination. Notwithstanding Section 4 hereof, the Property Owner may terminate this Waiver, Indemnity, and Premises Use Certification at any time, in which event none of the Access Parties shall not be permitted to access the Property.
6. Other Entrants to Premises. The Undersigned shall allow only the Access Parties to access the Property that the Undersigned has informed of the obligations contained in this Waiver, Indemnity, and Premises Use Certification, provided that failure to so inform any of the Access Parties of such obligations shall not diminish the Undersigned's obligations hereunder or any waivers and indemnities contained herein. Prior to granting any access to the Property, the Undersigned shall notify the Property Owner of the identity of any Access Parties permitted to access the Property by the Undersigned pursuant to this Waiver, Indemnity, and Premises Use Certification.
7. Not a Contract for Services. This Waiver, Indemnity, and Premises Use Certification is not intended, nor shall it be deemed or construed, as a contract for services or to bind the Property Owner to convey any right, title or interest in the Property to the Undersigned.
8. No Right, Title, or Interest. Nothing contained in this Waiver, Indemnity, and Premises Use Certification and no action or inaction by the Property Owner shall be deemed or construed to mean that the Property Owner has granted the Undersigned any right, power, or permission to do any act or make any agreement that may create, give rise to, or be the foundation for any right, title, interest, lien, or charge to the Property, including, but not limited to, the grant of a license or easement in the Property.
9. Assignment. Except with respect to permitted Access Parties as expressly set forth herein, the Undersigned may not assign, delegate, or transfer its rights or responsibilities hereunder without the prior written consent of the Property Owner.
10. Compliance with Applicable Law. All of the Access Parties' activities on the Property shall be in accordance with all applicable laws, regulations, and requirements, including all work rules and regulations adopted by the Property Owner for the Property. The Undersigned shall not and shall ensure that the Access Parties do no use or permit the use of the Premises for the manufacture, storage, dispensing, sale, or drinking of intoxicants, or the use or sale of any illegal drugs or substances, and shall not allow gambling or any illegal practices on the Property.
11. Applicable Law. This Waiver, Indemnity, and Premises Use Certification shall be governed by the laws of the State of Maryland without reference to conflicts of laws principles.
12. Waiver. Waiver by the Property Owner of any provision of this Waiver, Indemnity, and Premises Use Certification does not constitute a waiver of future compliance with such provision, and that provision, as well as all other provisions hereof, shall remain in full force and effect.
13. Authority. By signing below, the Undersigned represents and warrants that it has the full authority to execute this Waiver, Indemnity, and Premises Use Certification and bind the Undersigned and any other Access Parties pursuant to the terms hereof.

14. Severability. If any term, provision or section of this Waiver, Indemnity, and Premises Use Certification is held to be unenforceable or invalid under any applicable law or regulation by any court or competent governmental authority having jurisdiction, the remaining provisions shall continue in full force and effect without being impaired or invalidated in any way, and such determined unenforceability or invalidity of any term, provision or section shall not preclude the effectiveness of, or alter, any other term, provision or section hereof, unless the effectiveness thereof would result in unjust enrichment or extreme hardship to either of the parties hereto or would otherwise frustrate the basic intent hereof.

The Undersigned has carefully read this Waiver, Indemnity, and Premises Use Certification and signs it of his or her own free will and volition.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(Email Address)

\_\_\_\_\_  
(How did you hear about the auction?)

Return to: A.J. Billig & Co., Auctioneers  
email to [INFO@AJBILLIG.COM](mailto:INFO@AJBILLIG.COM)  
fax to 410-296-4420  
or mail to 6500 Falls Road, Baltimore, MD 21209

***Inspection requests are normally answered Mon.-Fri. 9 am - 4 pm.***