

## **KNOX BOX USE AGREEMENT**

This Knox Box Use Agreement (“Agreement”) is entered into by and between the San Diego County Fire Authority (“County”) and owner (“Owner”) of a residence located at the address provided below (“Property”), and when applicable, a non-owner occupant of the Property (“Occupant”). This Agreement is effective as of the date of last signature.

County and Owner, and when applicable, Occupant, desire to enter into this Agreement so that County may provide a Knox Box for use at the Property. The Knox Box will be used to provide emergency responders with access to the interior of the residence located at the Property.

### **1. COUNTY’S COVENANTS AND OBLIGATIONS**

- 1.1. County agrees to provide a Knox Box to Owner for use at the Property free of charge.
- 1.2. County, its employees, and agents (collectively, “County”) assume no responsibility for the Knox Box, including but not limited to, the installation, use, or misuse of the Knox Box.

### **2. OWNER’S COVENANTS AND OBLIGATIONS**

- 2.1. Owner agrees to indemnify, hold harmless, and defend the County from any claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys’ fees and court costs, related to the Knox Box made by the Owner, Occupant, any resident of the Property, or any third party, including but not limited to, the installation, use or misuse of the Knox Box.
- 2.2. Owner agrees not to use or authorize use of the Knox Box other than for its intended purpose.
- 2.3. Owner will respond within 30 days to County information requests related to the Knox Box, including, but not limited to, annual update requests regarding continued use of the Knox Box.
- 2.4. Owner will notify the County at least 30 days prior to vacating the Property or when a Knox Box is no longer required.

### **3. OCCUPANT’S COVENANTS AND OBLIGATIONS**

- 3.1. Occupant has voluntarily requested that the County install and deposit a key to the Property within a Knox Box located at the Property, and authorizes such deposit.
- 3.2. Occupant agrees to indemnify, hold harmless, and defend the County from any claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys’ fees and court costs, related to the Knox Box made by the Owner, Occupant, any resident of the Property, or any third party, including but not limited to, the installation, use or misuse of the Knox Box.
- 3.3. Occupant agrees not to use or authorize use of the Knox Box other than for its intended purpose.
- 3.4. Occupant will respond within 30 days to County information requests related to the Knox Box, including, but not limited to, annual update requests regarding continued use of the Knox Box.
- 3.5. Occupant will notify the County at least 30 days prior to vacating the Property or when a Knox Box is no longer required.

### **4. GENERAL PROVISIONS**

- 4.1. This Agreement constitutes the complete agreement between the parties. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written are superseded.
- 4.2. At all times, the County will retain ownership of the Knox Box and may remove the Knox Box at its discretion.

- 4.3. If the County takes legal action to enforce this Agreement, the County shall be entitled to recover all reasonable costs and expenses, including attorneys' fees.
- 4.4. Each and every provision of law and clause required by law to be inserted in this Agreement shall be read and enforced as though it were included herein. If for any reason any such provision is not inserted, or is not correctly stated, then upon application by any party, the Agreement shall be amended to make the insertion or correction.
- 4.5. This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California. Venue and jurisdiction for any disputes concerning this Agreement shall be in the state courts for the County of San Diego, California or the federal court for the Southern District of California.
- 4.6. All terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.

**Property Address:** \_\_\_\_\_  
\_\_\_\_\_

**Owner Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Occupant Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Date:** \_\_\_\_\_