



December 4, 2020

Montgomery County Land Bank  
130 West Second Street, Suite 1425  
Dayton, OH 45402

The Land Bank staff will continue working remotely for the foreseeable future; however, we are pleased to announce **we have resumed interior inspections** of DIY properties offered. As you might expect, the language in the liability waiver has changed to include the requirement to follow all COVID-19 protocols as dictated by the federal, state and local authorities. The safety of our customers, staff and contractors is foremost in our minds so please be aware of the following:

#### Property Viewing

- ❖ In order to obtain the lockbox code to enter the house, you must read, sign, date, and submit the Waiver and Release to us via email ([info@mclandbank.com](mailto:info@mclandbank.com)). You MUST include a copy of your government issued ID (e.g. driver's license).
- ❖ Every person entering the property must sign a waiver and a new waiver must be signed for each property you enter.
- ❖ Please wear a mask and maintain social distance if another interested party is there at the same time.
- ❖ You may also view a video of the property at [https://youtu.be/yYyt\\_d6EkcY](https://youtu.be/yYyt_d6EkcY)

#### Submitting Offers

- ❖ Please do not come into the office to submit your offer. Land Bank offices are still closed to the public.
- ❖ Submit your offer via email if at all possible ([info@mclandbank.com](mailto:info@mclandbank.com)).
- ❖ Offers submitted by mail will also be accepted.

We appreciate your patience and participation in our program while we continue to adjust to these extraordinary circumstances.

Thank you,  
Susan Considine  
Program Manager  
[sconsidine@mclandbank.com](mailto:sconsidine@mclandbank.com)

Sue Pratt  
Assistant Program Manager  
[spratt@mclandbank.com](mailto:spratt@mclandbank.com)

## WAIVER AND RELEASE

The Montgomery County Land Reutilization Corporation (the "Land Bank") agrees that the undersigned persons (the "Licensees") are permitted to enter the property at \_\_\_\_\_ (the "Property") for the sole and exclusive purpose of viewing the Property and its condition in order to determine whether the undersigned is interested in offering to purchase the Property from the Land Bank. Licensees understand that the Land Bank has no obligation to negotiate with Licensees or to enter into a contract with Licensees with respect to the Property.

Licensees will be allowed to enter the Property at times coordinated with the Land Bank, and the Land Bank has the right revoke its permission to enter the Property at any time and for any reason or for no reason. Licensees understand and agree they will not be permitted to enter the Property at any times other than those times coordinated with the Land Bank and they will not be permitted to make any use of the Property.

Licensees understand that dangerous and hazardous conditions may exist at the Property, including without limitation, the presence of mold, radon and asbestos. Licensees will exercise caution when entering the Property, and Licensees assume all risk of loss, damage, illness and injury associated with Licensees' entry onto the Property. Licensees agree that the Land Bank is not responsible if someone is injured during the Licensees' entry onto the Property or becomes ill in connection with such entry or inspection. Licensees acknowledge they are assuming any risk of exposure to COVID-19 resulting from their entry or inspection of the Property. Licensees will take all precautions recommended by the Centers for Disease Control ("CDC") and the Ohio Department of Health ("ODH") to minimize exposing Licensees and others to COVID-19 before, during and after accessing the Property, including without limitation, wearing masks complying with CDC and ODH guidelines, proper hand sanitation and minimizing contact with surfaces at the Property.

Licensees will not disturb, damage or alter any portion of the Property or undertake any inspections or tests that might or will disturb, damage or alter any portion of the Property. Licensees will not remove any items from the Property.

Licensees agree to release and hold harmless the Land Bank with respect to, and will indemnify the Land Bank from and against, all claims, causes of action, costs, charges, damages, liabilities and expenses arising from or related to, either directly or indirectly, Licensees' entering the Property and whether foreseeable or unforeseen.

This Waiver and Release is governed by Ohio law. If a court determines that any terms of this Waiver and Release are invalid or unenforceable, such invalidity or unenforceability will not affect any other term.

Dated: \_\_\_\_\_, 202\_\_\_\_

LICENSEES:

\_\_\_\_\_

Printed Name: \_\_\_\_\_

\_\_\_\_\_

Printed Name: \_\_\_\_\_