



GATE ACCESS DEVICE FORM

<u>Association Name:</u> HHB Heights Association Corp.	<u>Resident Name(s):</u> 	<u>Property Address:</u> 	<u>Gate Remote Device #(s):</u>
<u>Preferred Panel Codes</u> <u>Must be 4 digits.</u> You may be contacted if chosen code is not available.	<u>Resident Code:</u> # _____	<u>Vendor Code:</u> # _____	<u>Local Phone Number(s):</u> _____ _____
<u>Barcode Label #(s):</u> 			

GATE ACCESS AGREEMENT

This Gate Access Agreement (herein the "Agreement") is entered into between Community Association (or other property or cooperative association of owners) shown below (the "Association") and the owner, or person authorized to engage in this agreement on owner's behalf, including owner's tenant, guests, or invitees (collectively referred to herein as "Grantee") of property identified herein, whether such owner is a person, corporation, partnership, or other legal entity being granted access to an Association facility and/or purchasing an access device for use in relation to an Association facility. The Association and Grantee are sometimes collectively referred to herein as the "Parties."

IMPORTANT REMINDER: Although the limited-access-gate system is meant to restrict access to the community to only Grantees as well as service providers, please be aware that it cannot completely block access to unauthorized people. The gate is not a security device, but is rather an access-control amenity. Please take all precautions to protect yourself, your family, and your property by locking all doors and windows and using alarm systems when possible. Check your property often; don't leave valuables unattended; and report any suspicious activity to the local law enforcement, or call 911 in an emergency.

EFFECTIVE DATE: This Agreement is to be effective as of the date shown below.

CONSIDERATION AND RECEIPT: This Agreement is entered into for the consideration of the representations, warranties, covenants, and agreements contained herein, and for other good and valuable consideration, including access to facilities that may be conditional by Association rule on the receipt of this signed agreement, payment of assessment, and payment for and/or receipt and programming of access device(s), the receipt and sufficiency of which is hereby acknowledged.

AUTHORITY: The undersigned signatories to this Agreement hereby represent and warrant that they are legally authorized to sign this Agreement and other contracts on behalf of the Parties.

CONSENT TO ELECTRONIC SIGNATURE: Parties hereby agree and consent to use of an electronic signature in lieu of a wet signature and agree that such any signature or process in lieu of signature is fully enforceable. Records of agreements may be maintained by Association pursuant to records retention policies, and such records are fully admissible in any legal proceeding.

HOLD HARMLESS AND INDEMNIFICATION: GRANTEE AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE ASSOCIATION, INCLUDING ASSOCIATION'S DIRECTORS, OFFICERS, AGENTS, MANAGING AGENT, EMPLOYEES, AND VOLUNTEERS (COLLECTIVELY REFERRED TO HEREIN AS THE "INDEMNITEES"), FROM AND AGAINST ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING BUT NOT LIMITED TO LOSSES, COSTS, EXPENSES, ATTORNEY'S FEES, AND DAMAGES OF EVERY KIND AND CHARACTER WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF, OR THE NEGLIGENCE OF ANY PARTY OF PARTIES, INCLUDING THE NEGLIGENCE OF INDEMNITEES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT, OR CONCURRENT ARISING OUT OF OR IN CONNECTION WITH GRANTEE'S ACCESS TO OR USE OF FACILITIES, INCLUDING BUT NOT LIMITED TO, DEATH, DROWNING, INJURY TO ANY PERSON OR GRANTEE, OR ANY OTHER CAUSES OF ACTION.



IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO THAT THE INDEMNITY PROVIDED IN THIS SECTION IS AN INDEMNITY BY GRANTEE TO INDEMNIFY AND PROTECT THE INDEMNITEES. THE CONSEQUENCES OF GRANTEE'S OR THE INDEMNITEE'S OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS THE SOLE CAUSE OR A JOINT OR CONCURRING CAUSE OF THE INJURY OR DAMAGES. GRANTEE'S OBLIGATION TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE INDEMNITEES SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ACCESS CODES AND DIRECTORY: Please do not release your access code to any non-resident of the community. Please do not post your individual access code at the gate under any circumstances. You may open the gate by entering your personal access code on the keypad at the entrance. You may have your access code changed, if necessary, by providing a written request to the managing agent. Vendor access codes for scheduled services like a maid, nanny, or pool maintenance company are available upon written request to Association's managing agent. All access codes for scheduled vendors will have time limitations. Temporary access codes are also available for parties, special deliveries, open houses, or other one-time events that you may have at your home. All temporary access codes will have date limitations. It is the Grantee's responsibility to give temporary codes to guests, but posting codes on the gate is NOT allowed. Requests for temporary access codes for special events must be submitted at least 4 business days before the event to allow time for programming. You may also choose to add your name to the gate directory. This service requires you to have a local phone number. To have your name listed on the directory, you must submit a written request with your full name, address, and phone number to the Association's managing agent. Direct all questions and requests to the community's managing agent, HHB Heights Association Corp. Management ("HHB Heights HOA"), at HHBgroup.net or emailing HOA@hbggroup.net or call us at (480) 699-0195.

SERVICE INTERRUPTION: The gate system uses electricity and phone services with a short-term battery back-up. When these services are interrupted by weather, repair work, accident, or act of nature, the system may not work and the gate will need to remain open until electricity and phone services are restored or the system is repaired

DAMAGE: DO NOT ATTEMPT TO MANUALLY OPEN THE GATE, FORCE IT OPEN, OR PROP IT OPEN. This will cause the motor to shut off, and the gate must then stay open until it is manually reset. INSTRUCT CHILDREN NOT TO PLAY ON, NEAR, OR WITH THE GATE. Please warn children not to enter or exit the community on foot through the street gate and not to play in the street near the gate. The pedestrian gates should be used to enter or exit the community on foot or bicycle. Report all gate malfunctions as soon as possible by contacting HHB Heights HOA at (480) 699-0195 or emailing HOA@hbggroup.net. **(For after-hours Emergencies, please call (480) 427-1932)**

WARRANTY AND EXCHANGE POLICY: Fees for access device(s) are non-refundable. In the event of a manufacturer malfunction, the device may be exchanged at no cost within 15 days of original purchase.

GATE ACCESS AGREEMENT & ACKNOWLEDGEMENT - HHB Heights Association Corp.

I, _____ [name], Grantee of property at _____ [property address], have read and agree to the terms, conditions, covenants, and warranties outlined above this the _____ day of _____, 20____.

*TENANTS: I/We, the tenant(s) of the said property, have provided Association's managing agent with the first and last pages of lease agreement. _____(Initial)

Signature: _____ Printed Name: _____ Date: _____

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