



# ESCONDIDO FIRE DEPARTMENT

## Residential Knox Box Permit to Enter

### **ACKNOWLEDGEMENT OF RECEIPT OF THIS LETTER AND PERMISSION FOR THE CITY OF ESCONDIDO TO ENTER THE PROPERTY:**

I, \_\_\_\_\_, the occupant (or authorized representative of the occupant) ("Occupant") of the above-described Property, have the authority to sign this Permit to Enter, and acknowledge receipt of this letter. By signing this Permit to Enter, I hereby: (1) authorize the City, including its employees, agents, and contractors, to enter upon the Property to install a KnoxBox during the specified Work Period, and (2) after Installation is complete, authorize the City's emergency personnel to access the interior of the Property in emergency situations using the key or keys deposited in the KnoxBox installed at the Property. If Occupant is not the owner of the Property, Occupant warrants that the Property owner has consented to Installation of a KnoxBox at the Property.

Occupant (or authorized representative of the Occupant) may terminate the City's right to enter the Property pursuant to this Permit to Enter upon providing the City 10 days' advance written notice. However, revocation of this Permit to Enter will not affect or waive the City's right to enter the Property as otherwise authorized by applicable federal, state, and local laws, statutes, codes, ordinances, regulations, or rules.

### **KnoxBox Installation and Key Deposit**

The City will contact the Occupant (or authorized representative of the Occupant) via telephone to schedule a date for installation of the KnoxBox at the Property. Occupant (or authorized representative of the Occupant) will be present at the time of installation to provide and deposit a key into the KnoxBox immediately upon completion of installation. Occupant understands and acknowledges that Occupant must deposit keys into the KnoxBox for any areas of the Property that Occupant desires the City's emergency personnel to have access. If locks to access areas are changed at any time after installation of the KnoxBox, Occupant must contact the City to arrange for change of keys deposited into the KnoxBox as necessary.

### **KnoxBox Use**

Occupant understands and acknowledges that the City's on-duty emergency personnel will have access to the contents of the KnoxBox while installed at the Property. After Installation is complete, the City (including its officials, officers, agents, and employees will not be responsible for maintenance, misuse, or damage of the KnoxBox while installed at the Property. At all times, the City will retain ownership of the KnoxBox. Subject to its sole discretion, the City may remove the KnoxBox at any time.

Occupant agrees not to use, facilitate, or authorize use of the KnoxBox at the Property by any person or entity other than the City. Occupant understands and acknowledges that damage to the KnoxBox while installed at the Property may result in reasonable repair, service, or replacement fees charged to Occupant. Occupant will respond within 30 days of any written request from the City related to the KnoxBox, including but not limited to annual update requests regarding continued use of the KnoxBox.



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### **Indemnification, Duty to Defend, and Hold Harmless.**

Occupant (including Occupant's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the City, its officials, officers, agents, employees, and volunteers from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, in law or equity, including without limitation the payment of all consequential damages and attorney's fees and other related litigation costs and expenses (collectively, "Claims"), of every nature caused by, arising out of, or in connection with the KnoxBox installed at the Property, except where caused by the sole negligence or willful misconduct of the City.

An electronic signature on the signature page of this Permit to Enter shall be acceptable and deemed to have the same legal effect as a handwritten signature. Delivery of an executed signature page of this Permit to Enter by electronic means, including an attachment to an email, shall be effective as delivery of an executed original.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
Name (Print): \_\_\_\_\_

### **Occupant's Additional Information**

Email: \_\_\_\_\_ Telephone(Home/Cell) \_\_\_\_\_

Emergency Contact (Name, Phone Number): \_\_\_\_\_

### **Property Owner Information (if applicable)**

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

Address: \_\_\_\_\_

Email: \_\_\_\_\_ Telephone (Home/Cell): \_\_\_\_\_

### **Special Instructions for Installation of the KnoxBox (please indicate "N/A" if none)**

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*Please complete this Permit to Enter form and return to the City by U.S. Mail or via email.*

**Escondido Fire Department Attention: Residential KnoxBox Program**  
**1163 Centre City Parkway, Escondido, CA 92026**  
**Fax: 760-739-7060 Email: [fireadmin@escondido.org](mailto:fireadmin@escondido.org)**