

Smoke Detector Agreement

The undersigned, Kenbrook Village Co., hereinafter referred to as the owner, and

Hereinafter referred to as the resident, hereby agree as follows:

- A) Owner has leased to resident the premises known as _____.
- B) Owner has installed in said premises one smoke detector.
- C) Resident acknowledges that said resident has inspected the premises and one smoke detector has been installed in the above-described premises in the following location:
_____.
- D) Further, resident acknowledges that said smoke detector is operating properly as of the date of this Agreement. Said date is indicated below.
- E) Resident further acknowledges that the owner has advised the resident and they agree that resident will not remove batteries from the smoke detector located in the above-described location in the above-described premises and that resident will test the smoke detector at least once per week. If the battery is not operational, resident agrees to replace the battery without set-off or cost to owner. If the smoke detector is not functioning properly, resident agrees to allow owner access to said premises to repair or replace said smoke detector. Owner agrees he will, within seventy-two hours after receiving written notice of such malfunction, repair or replace said smoke detector.
- F) Resident further agrees to permit owner, with reasonable notice and reasonable times, access to the premises to periodically inspect, replace or repair said smoke detector.
- G) Further, the resident for himself, his heirs, administrator and assigns, hereby releases the owner from any and all injuries, loss of property or other damages incurred by the resident caused by the smoke detector installed in the above-described premises, failure to operate due to:
 - 1) Resident's failure to inspect said smoke detector;
 - 2) Resident's removal of batteries from said smoke detector;
 - 3) Resident's failure to notify owner, in writing, that the smoke detector is not operating properly;
 - 4) Manufacturing defect in construction or design.
- H) Further, resident agrees to indemnify and save the owner harmless for any injury or damages incurred by any person due to resident's failure to comply with this Agreement.
- I) Resident acknowledges receipt of "Testing and Maintenance" instruction sheet at time of executing this Agreement.

Dated _____

Resident _____

Owner's Representative
