

HOMEOWNER APPLICATION



Sponsored by the Santa Clara County Association of REALTORS®

REALTOR SERVICE VOLUNTEER PROGRAM

WHAT: The Realtor Service Volunteer Program is a community outreach project of the local Realtor and Affiliate organizations offered annually to promote and support home safety, principally for homeowners and renters who are advanced in years, disabled or otherwise challenged. Cost free, hands-on support is provided by small teams of volunteers working approximately two hours at each residence performing desired and necessary health and safety tasks which can be accomplished in a short visit.

WHEN: RSVP week is May 3 - 8, 2010

WHERE: (cities/districts served by RSVP in your Area)
Santa Clara County

APPLICATION DEADLINE: March 3, 2010

fold along this line

SERVICES SOME OF THE SERVICES TO BE PROVIDED (Check the services you wish and/or write in your requests)

GENERAL SERVICES

- Change light bulbs
- Rearrange Furniture
- Flip the mattress
- Cutting overgrown shrubs
- Clear walkways and pathways
- Replace smoke detector batteries
- Wash a few windows (single story only)
- Remove cobwebs
- Change furnace filter
- Moving items into or out of storage

Note: We no longer clean rain gutters

OTHER

Are there some other things that you would like to have done? (Please write out your request):



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CONTACT

NAME _____

ADDRESS _____

CITY _____ ZIP CODE _____

TELEPHONE _____

REMEMBER to complete *Homeowner's Agreement, Release and Indemnification* on reverse side.

PLACE STAMPS HERE TO MAIL

BEST TIME OF DAY FOR THE SERVICE: **Morning** or **Afternoon**

We will do our best to accommodate you, but some requests may be beyond our scope. Owner/Renter must agree to be home during the whole day on specified date work is to be completed.

TO MAIL

FOLD fold in thirds at thick lines



TAPE tape along short edges



STAMP & SEND place stamp, put in mail



For info call Ellen at 408.445.5099

MAIL THIS COMPLETED FORM TO:

SANTA CLARA COUNTY ASSOCIATION OF REALTORS®

1651 NORTH FIRST ST.

SAN JOSE, CA 95112-4507

HOMEOWNER'S AGREEMENT, RELEASE AND INDEMNIFICATION

This Agreement is entered into on _____ DATE _____ between | _____ FIRST NAME LAST NAME (PLEASE PRINT) _____ | (hereinafter referred to as "Participating Homeowner") and the Santa Clara County Association of REALTORS® (hereinafter referred to as " THE ASSOCIATION ").

The Participating Homeowner agrees to have various services or repairs to the home of the Participating Homeowner performed by THE ASSOCIATION under THE ASSOCIATION REALTOR SERVICE VOLUNTEER PROGRAM (hereinafter referred to as "RSVP") and its volunteers as follows:

1. VOLUNTARY PARTICIPATION.

The Participating Homeowner has agreed to have THE ASSOCIATION and RSVP perform various services or repairs to his/her home including, but not limited to, changing light bulbs, cleaning gutters, painting house numbers on the curb, fixing house numbers on the house, installing handheld shower fixtures, cutting overgrown shrubs and tree branches for safety and visibility, re-arranging furniture, moving items into or out of storage, minor plumbing tasks, washing windows, flipping mattresses, replacing smoke detector batteries, planting flowers, making walkways and pathways safe, programming the VCR, changing furnace filters, among other things. The Participating Homeowner agrees that his/her home will have services or repairs performed by RSVP on or about RSVP week, subject to change by THE ASSOCIATION and RSVP at their sole discretion. The Participating Homeowner also acknowledges and agrees that neither RSVP volunteers, nor the participating homeowner, nor any occupants of the Participating Homeowner's home, will be covered for or eligible for any insurance coverage of any kind provided by THE ASSOCIATION and/or RSVP, including, but not limited to, medical, property, or liability insurance or worker's compensation benefits. The Participating Homeowner further agrees that neither THE ASSOCIATION nor RSVP Volunteers will be liable for any damage of any kind caused to the Participating Homeowner or the Participating Homeowner's property arising from the services or repairs to be performed by them.

2. ASSUMPTION OF RISK.

The Participating Homeowner agrees to accept any and all risk of any injury or damage of any kind, including personal injury or damage to property, to either the Participating Homeowner, Participating Homeowner's property or occupants of the property, resulting from the activities or services or repairs to be performed by THE ASSOCIATION and/or RSVP, and agrees to

unconditionally accept such services or repairs without warranty or complaint as to fitness, condition, or workmanship.

3. RELEASE AND INDEMNITY.

In consideration for the services and repairs to be performed by THE ASSOCIATION and/or RSVP, the Participating Homeowner, its occupants, licensees, visitors or guests of any kind fully and forever release THE ASSOCIATION and/or RSVP or anyone affiliated with them in any respect from any and all claims of any kind and agree not to sue concerning any such claim, whether presently known or unknown, arising from acts or omissions of THE ASSOCIATION and/or RSVP or anyone affiliated with them. The Participating Homeowner consents to the unrestricted use by THE ASSOCIATION and/or RSVP and/or any person authorized by them of any photographs, recordings, interviews, videotapes, motion pictures, or similar video or auditory recordings of the Participating Homeowner created in connection with RSVP.

In further consideration for the services to be performed by THE ASSOCIATION and RSVP, the Participating Homeowner agrees to indemnify and hold harmless THE ASSOCIATION and RSVP from any and all loss, liability, actions, causes of actions, costs, damages and expenses of any kind arising out of any claim for injury or damage of any kind arising from Participating Homeowner's intentional wrongdoing or negligence while participating in RSVP.

4. KNOWING AND VOLUNTARY EXECUTION.

The Participating Homeowner acknowledges that he/she is executing this Agreement voluntarily and without any duress or undue influence on the part of THE ASSOCIATION and/or RSVP and that they understand the terms and consequences of this Agreement and of the releases it contains.

It is so agreed.

Participating Homeowner: _____ Date: _____

Address: _____ Telephone: _____