

## QUICK KEY AGREEMENT

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the DEPARTMENT OF REAL ESTATE, hereinafter referred to as "DRE" and \_\_\_\_\_, hereinafter referred to as "User".

WHEREAS, the DRE has available technology which allows it to issue a certain Hecon "Touch Key" button which allows the user of such Touch Key to pre-pay for copying services supplied by DRE; and

WHEREAS, the method of use of said Touch Key is that the user pre-pays the DRE who then enters upon the magnetic Touch Key button the amount of such prepayment and proceeds to have the balance of such pre-payment debited upon his use of the card until the balance shall decline to zero (0) or user makes an additional pre-payment for copying services; and,

WHEREAS, the parties wish to set forth specific terms concerning the issuance of said Hecon Touch Key button.

NOW THEREFORE, the parties intending to be legally bound covenant and agree as follows:

1. Upon proper application to the DRE, the User shall be issued a Hecon Touch Key button at no charge to the User. Said Touch Key button will be assigned a permanent serial number.
2. Upon the issuance of the Hecon Touch Key button, the User must make an initial pre-payment of \$5.00 Five Dollars which will fund said Touch Key button with said initial pre-payment/credit.
3. All payments made by User for credit to be added to the Hecon Touch Key button account must be made in minimum increments of (\$5.00) Five Dollars. At no time can the credit balance on a Touch Key button exceed the sum of Five Hundred (\$500.00) Dollars.
4. All lost, stolen or damaged Hecon Touch Key buttons will be replaced by the DRE for a replacement fee of Twenty-Five (\$25.00) Dollars. At the time a lost, stolen or damaged Touch Key button is replaced, the User must pre-pay a minimum of Twenty-Five (\$25.00) Dollars for entry onto the Touch Key button.
5. The DRE shall not be responsible for the loss of any credit balance that may have remained on a lost, stolen or otherwise damaged Touch Key button, and User specifically agrees to bear the risk of loss in this regard.
6. The DRE shall not be responsible for the loss, to the User, of any monetary credit as a result of User's incorrect operation of the equipment that User shall be utilizing.
7. User agrees to indemnify, defend and hold harmless the DRE from any and all liability, claims, suits, judgment, cost, verdicts, awards, including but not limited to reasonable attorney's fees and cost,

arising from or out of the use by the User, his agents, servants and employees, of the Hecon Touch Key button.

8. The individual signing this Agreement on behalf of User by these presents warrants that he/she is authorized to sign this Agreement and bind User to the terms/conditions of this Agreement.
9. The parties agree that this Agreement shall be construed according to the laws of the Commonwealth of Pennsylvania.

JERRY TYSKIEWICZ, ACTING MANAGER

BY: \_\_\_\_\_

USER: \_\_\_\_\_

USER NAME & ADDRESS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONTACT PERSON:

\_\_\_\_\_

TITLE:

\_\_\_\_\_

TELEPHONE NUMBER:

\_\_\_\_\_