

Storage Locker Number \_\_\_\_\_ Key Number \_\_\_\_\_

USER Name \_\_\_\_\_ Check Number \_\_\_\_\_

Condo Number \_\_\_\_\_ Phone \_\_\_\_\_

## PEBBLE CREEK CONDOMINIUM STORAGE LOCKER USER AGREEMENT

Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2016, by and between **PEBBLE CREEK CONDOMINIUM** (herein after referred to as **PEBBLE CREEK** and \_\_\_\_\_ who resides at \_\_\_\_\_ and has a daytime phone number of \_\_\_\_\_ (herein after referred to as **USER**).

**PEBBLE CREEK** has a limited number of Storage Lockers in Building 4 and Building 16, which are common elements of the Pebble Creek Condominiums at 3550 S. Harlan St., Denver, Colorado 80235. The **USER** is desirous of using such Storage Lockers for the storage of personal items, which **PEBBLE CREEK** agrees to allow **USER** to do so pursuant to this agreement.

Now, therefore, in consideration of the mutual promises, covenants, and conditions contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

1. **PEBBLE CREEK** shall provide use of and access to Storage Locker Number(s) \_\_\_\_\_ in Building \_\_\_\_\_ to the **USER** on the \_\_\_\_\_ day of \_\_\_\_\_ 2016, and terminating on July 15, 2017. Continuation of Storage Locker occupancy by **USER** after March 15, 2017 is by NEW AGREEMENT ONLY.
2. **USER** shall pay, with the acceptance by **PEBBLE CREEK** of the Agreement as follows:
  - A) Storage Locker User Fee in the amount of **\$40.00** per Year.
  - B) This Agreement must be executed along with payment for access and use of the Storage Locker(s).
  - C) The Storage Locker User Fee is NOT PRORATED for actual time that the Storage Locker is occupied by the **USER**, and no refunds shall be made for any reason.
3. Termination of Storage Locker Agreement:
  - A) This Agreement is terminated at the end of the Lease period stated in Item 1 above.
    - a. **USER** must remove all items stored on or before the Agreement termination date.
      - i. Stored items remaining after five days of the Agreement termination date shall be disposed of without further notice to the **USER**. **USER INITIALS** \_\_\_\_\_.
    - b. Continuation of Storage Locker occupancy by **USER** after March 15, 2017 is by NEW AGREEMENT ONLY.
  - B) This Agreement may be terminated by **PEBBLE CREEK** for violation of Storage Locker Rules by the **USER**.
    - a. In the event of early termination of this Agreement, **USER** shall remove all items stored within 15 days of Date of Termination Notification.
    - b. Stored items remaining after five days of the Agreement termination date shall be disposed of without further notice to the **USER**. **USER INITIALS** \_\_\_\_\_.
  - C) No refunds shall be made for early termination of the Agreement or any other reasons or consideration.
4. **USER** shall provide his or her own locking device for the Storage Locker(s) at their own expense.
5. Storage Locker Rules:
  - A) Storage of any liquids **IS STRICTLY PROHIBITED**. **USER'S INITIALS** \_\_\_\_\_.
  - B) Storage of any Flammable Material **IS STRICTLY PROHIBITED**. This includes, but is not limited to paint, propane, gasoline, and charcoal. **USER'S INITIALS** \_\_\_\_\_.
  - C) Storage of any Hazardous Material **IS STRICTLY PROHIBITED**. **USER'S INITIALS** \_\_\_\_\_.
  - D) **USER** agrees to keep common area in the Locker Building clean.
  - E) Failure to abide by any of the above shall result in termination of this Agreement and the removal of all items stored at the User's Expense.
  - F) **USER** must limited the weight of the overall items stored to \_\_\_\_\_ pounds. The Storage Locker is constructed of \_\_\_\_\_ plywood. **PEBBLE CREEK** is not responsible for damage to or loss of stored items due to Locker collapse or damage from other Users.
6. **USER** agrees to indemnify and hold harmless **PEBBLE CREEK** from any and all claims, loses, or damages to any stored items or any personal injury, which may be suffered by **USER** by other persons use of the Storage Lockers or from any damage to or loss of stored items due to collapse of Storage Locker or damage from other Users.
7. **USER** for himself, aggress to indemnify and hereby releases and discharges **PEBBLE CREEK** of and from any and all claims, loses, or damages suffered while on the grounds of **PEBBLE CREEK** or which may otherwise arise out the **USER'S** use of the Storage Locker(s). **USER'S INITIALS** \_\_\_\_\_.
8. **USER** agrees to indemnify and hold harmless **PEBBLE CREEK** from any claims arising from a direct result of **USER's** actions or items stored.
9. **USER** agrees to pay or otherwise reimburse any other User for damage incurred as a direct result of **USER** actions or items stored.
10. Should **USER** fail to pay any amount called for in this agreement or otherwise violates the terms of this Agreement, **USER** shall reimburse **PEBBLE CREEK** for all reasonable attorney's fees incurred as a result of such violation.

Agreed to by:

\_\_\_\_\_  
**USER** Date

\_\_\_\_\_  
**PEBBLE CREEK HOMEOWNER ASSOCIATION** Date