

PEBBLE CREEK CONDOMINIUM STORAGE LOCKER USER AGREEMENT 2022

Agreement entered into this ____ day of _____ 20____, by and between **PEBBLE CREEK CONDOMINIUM** (herein after referred to as **PEBBLE CREEK**) and _____ (herein after referred to as **USER**) who resides at PEBBLE CREEK Condo unit # _____ and has a daytime phone number of _____. PEBBLE CREEK has a limited number of Storage Lockers in Buildings 4 and 16, which are common elements of the Pebble Creek Condominiums at 3550 S. Harlan St., Denver, CO 80235. The USER is desirous of using such Storage Locker 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 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 January 1st, 2022 through December 31st, 2022. Continuation of Storage Locker occupancy by USER is by NEW AGREEMENT AND PAYMENT OF FEES annually.

2. USER shall pay, with the acceptance by PEBBLE CREEK of the Agreement as follows:

A. Storage Locker fee of \$40.00 annually.

B. This Agreement must be executed along with payment, for access and use of the Storage Locker

C. The Storage Locker Fee will be prorated to \$20.00 if the agreement is entered into on or after September 1, 2022 through December 31st, 2022. No refunds shall be made for any reason.

3. Termination of Storage Locker Agreement:

A. This Agreement automatically terminates on January 31st, 2023.

a. USER must remove all items stored on or before January 31st, 2023, if a new agreement/payment is not made.

i. Stored items remaining five days after the Agreement terminates shall be disposed of without further notice to the USER. **USER INITIALS** _____

B. This Agreement may be terminated by PEBBLE CREEK for violation of Storage Rules by the USER. In the event of early termination of this Agreement, USER shall remove all items stored within five days after the Agreement terminates shall be disposed of without further notice to the USER. **USER INITIALS** _____

4. USER shall provide his or her own locking device for the Storage Locker.

5. Storage Rules:

A. Storage of any liquids IS STRICTLY PROHIBITED. **USERS INITIALS** _____

B. Storage of any Flammable Material IS STRICTLY PROHIBITED. This includes, but is not limited to paint, propane, gasoline, and charcoal. **USER INITIALS** _____

C. Storage of any Hazardous Material IS STRICTLY PROHIBITED. **USERS INITIALS** _____

D. USER agrees to keep common area in the Building clean.

E. Failure to abide by any of the above shall result in termination of this Agreement.

F. USER must limit the weight. 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 Locker 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, agrees to indemnify and hereby releases and discharges PEBBLE CREEK from any and all claims, loses, or damages suffered while on the grounds of PEBBLE CREEK or which my otherwise arise out of the USER'S use of the Storage Locker. **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: PRINT NAME _____

USER DATE

PEBBLE CREEK HOMEOWNER ASSOCIATION DATE