



Heather Gardens

METROPOLITAN DISTRICT

LOCKER RENTAL AGREEMENT

EFFECTIVE DATE: _____

LEASE PERIOD FROM: _____ TO: _____

LOCKER LOCATION _____ LOCKER #: _____

LESSEE NAME: _____

LESSEE'S PHONE #: _____

LESSEE'S ADDRESS: _____

This Locker Rental Agreement (Agreement) is made and entered into the effective date first written above (Effective Date) by and between Heather Gardens Metropolitan District (HGMD), a quasi-municipal corporation and political subdivision of the State of Colorado, and the above-named lessee (Lessee). In consideration of the mutual covenants and stipulations contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Lockers are rented on a first-come, first-served basis and are not transferrable. In the woodshop area when all Lockers are rented, plastic bins can be utilized and will be placed in a designated area. Such plastic bins will be considered a "Locker" for purposes of this Agreement.
2. In consideration of the annual rental charge of _____ (Rent) which is due and payable by the Lessee to the HGMD on the Effective Date (if the Agreement is entered into after January 1 the annual rental charge will not be prorated) and on January 1 of each subsequent year this Agreement remains in effect (at the then current rate), the HGMD hereby grant the Lessee a revocable lease of the locker described above by location and locker # (Locker) which are generally located in the wood shop and billiards area of the Heather Gardens Clubhouse to be used solely for the purpose of storage of personal property, on the terms and conditions set forth below. Rent is non-refundable.
3. Rent is due and payable on January 1 of each year that this Agreement remains in effect. If payment is not received by March 1 of any renewal year, this Agreement will be automatically cancelled, and the Locker reassigned. Checks for the payment of Rent are to be made payable to "Heather Gardens Metropolitan District" and delivered to Management, 2888 S. Heather Gardens Way, Aurora, CO 80014.



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4. The Lockers in the woodshop area do not have attached locks and Lessee's must provide their own locks. The Lockers in the billiards area have locks that are opened with keys. Lessee hereby acknowledges receipt of _____ locker key(s). This Agreement and payment of Rent entitles the Lessee to one key, if applicable. Lessee may purchase additional or replacements keys a charge of \$5.00 per additional key, if applicable. If the Locker is of a type that does not have a lock attached the Lessee is responsible for providing their own locks at Lessee's sole expense.
5. HGMD may terminate this Agreement at any time by providing the Lessee with notice at least thirty (30) days prior to the effective date of the termination and, provided the Lessee is not in default of the terms of this Agreement, refunding the prorata amount of Rent for the remainder of the year. If the Lessee is in default of the terms of this Agreement HGMD may terminate this Agreement at any time after notice of a violation has been provided in accordance with the HGMD Rules and Regulations and the Lessee has been afforded an opportunity to cure or appeal the violation in accordance with the HGMD Rules and Regulations.
6. Lessee agrees to abide by the HGMD Clubhouse/Rendezvous Restaurant Procedure Memorandum, HGMD Rules and Regulations, and all local, state and federal rules, regulations, and laws applicable to the Locker and use thereof, all of which may be amended from time to time.
7. HGMD or its agents reserve the right to enter the Locker to inspect the Locker.
8. Lessee is responsible for any items placed within the Locker. HGMD shall not be held responsible for any items that are lost or stolen from the Locker.
9. Lessee hereby agrees on behalf of itself and its successors and assigns, to waive and release all liability and to forever defend, indemnify, and hold harmless, HGMD, the HGMD's employees, consultants, licensees, invitees, agents, successors, and assigns from any and all injuries, loss, claims, liability, damages, and costs, including, without limiting the generality of the foregoing, court costs and attorney's fees, caused by, resulting from, or in any way arising out of, or alleged to arise out of, in whole or in part, the use of the Locker by the Lessee, its licensees, invitees, agents, contractors, subcontractors, employees, successor, and/or assigns.

Signatures below indicate approval and acceptance of the above-mentioned terms and conditions:

HGMD

LESSEE

By: _____
