



This LOCKER LEASE AGREEMENT (the "Agreement") is made this ____ day of _____, 2014/2015 by and between SKI-LOCKERS.COM (wholly owned subsidiary of Dennison Partners LLC, hereinafter called "The Lessor"), and _____ (hereinafter called "The Lessee"). Where appropriate when used in this Agreement, the Lessee shall refer not only to the individual named above but to any other individuals authorized to use the locker as identified below.

WHEREAS the Lessor owns and engages in the business of renting premium quality private ski lockers ("Lockers") and the use of their design specific accommodations including but not limited to built in boot drying/warming system, the wider space within the facility and designated restrooms located in the Beaver Creek Lodge building at 26 Avondale Lane, Beaver Creek, Colorado.

WHEREAS the Lessor desires to let a locker and make available the Locker Facilities to the Lessee, and the Lessee desires to rent a Locker from and be provided access to the locker facilities by the Lessor, in accordance with the terms of this Agreement.

In consideration of the stipulations, mutual covenants and obligations hereinafter set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Lessor and the Lessee hereby agree as follows:

1. The Lessor lets to the Lessee and the Lessee rents from the Lessor the assigned Locker for the Term (as defined below). In addition, the Lessor agrees to make available to the Lessee access to and reasonable use of the locker facilities during the Term (as defined below). Notwithstanding such lease, the Locker, Locker Facilities and premise remain the property of the Lessor.
2. The term of this Agreement (the "Term") shall be from May 1st thru April 30th or periodic up to 12 months renewing automatically under the same terms and conditions, whichever is applicable.
- 3a. Rent for the use of the Locker and Locker Facilities during the season shall be \$249 per week. WEEKLY term shall be between _____ and _____ (up to 7 calendar days).
- 3b. Rent for the use of the Locker and Locker Facilities during the season shall be \$599 per month. MONTHLY term shall be between _____ and ending _____.
- 3c. Rent for the ANNUAL use of the Locker and Locker Facilities during the year shall be \$1999 per year. Promotional price will apply if booked before Halloween (October 31) or \$100 discount if booked before Thanksgiving (November 25). Annual rental term shall not be pro-rated and will end April 30th of the current contract year.
- 3c. Such rent shall become payable as a lump sum upon execution and acceptance of this Agreement. In the case of ANNUAL rentals, an initial deposit of \$599 is payable upon execution and acceptance of this Agreement in order to secure a Locker allocation, with the balance to be paid in full on or before October 31. In the case of MONTHLY rentals, the first month rental of \$599 is payable upon execution and

acceptance of this Agreement, thereafter, a recurring \$599 per month rental fee shall be due on the 1st day of each month lease period during the season. In the event the full payment of the same is not received by the Lessor after 14 days past the due date, the Lessee shall deem to have given up his/her right to rent the said locker and trigger the forfeiture of any incidental payments. There shall be no refund of any kind with respect to the same and neither party shall have any claim against the other.

4. Following execution hereof and full payment of said rent, the Lessor shall provide the Lessee with a personal facility access code and an accompanying assigned locker number with its corresponding unlocking combination. Lessee has access to the assigned locker 24 hours a day during the lease period.
5. The Lessee acknowledges and agrees that the relationship created herein under is that of a Lessor and Lessee, and not that of a Bailor and a Bailee.
6. The Lessee agrees not to bring onto the Premises or into the Locker Facilities or store in the locker any flammable, combustible, or other hazardous materials or any materials that give off noxious odors or fumes for that matter, including but not limited to ski wax removers or hot irons. WAXING OF ANY EQUIPMENT IN THE LOCKER FACILITIES OR ON THE PREMISES IS EXPRESSLY PROHIBITED. Food and beverages are prohibited on the Premises.
7. The Lessee agrees to defend, indemnify and hold harmless the Lessor's officers, partners, employees and representatives from and against each and every claim, demand, liability, cause of action or injury to persons or property (including without limitation, any and all damage caused to the locker, other lockers, the locker facility or the premise or to any property of the Lessee, the Lessor or any third parties, or any injury to the Lessee, the Lessee's family or invitees, the Lessor or any third parties) which may arise in any way related to the Lessee's leasing of the locker, or the Lessee's, the Lessee's family's or invitees use of or presence at the locker, the locker facilities or the premises.
8. The Lessee agrees that the Lessor shall have no liability whatsoever for (and hereby releases the Lessor from any and all liability whatsoever for) any injury or damage to persons or property in connection with the Lessee's leasing of the locker, or the Lessee's or Lessee's family's or invitee's use of or presence at the locker, the locker facilities or the premises, including any theft, damage or destruction of any property located in the locker or locker facilities or on the premises. Use by the Lessee's or the Lessee's family's and invitee's of the locker, locker facilities and premises shall be at their sole risk. All claims against the Lessor in connection with any aforementioned injury, damage, destruction, or theft or of any other nature are expressly waived.
9. The Lessor reserves the right at any time and from time to time to access the locker for inspection, repair or maintenance.
10. The Lessee agrees that the Lessee's use of the locker, locker facilities or premise shall in no way interfere with the use of such facilities or areas by any other party. The Lessee agrees not to use or permit the use of the locker, locker facilities or premises for any unlawful, improper or offensive purpose. The Lessee agrees to vacate and return the locker by the end of the Term to its condition at the beginning of the Term (fair wear and tear excepted). The Lessee agrees that if the locker is not returned in such condition, it shall pay to the Lessor the reasonable costs of restoring the locker to such condition.

11. THE LOCKER MAY NOT BE USED BY MORE THAN THE DESIGNATED NUMBER OF PEOPLE in accordance with the respectively assigned locker's capacity. Failure to comply will result in the immediate termination of this Agreement with no pro-rated refund whatsoever.
12. The Lessee acknowledges and agrees that all of the Lessee's equipment, clothing and other accessories must be stored inside the locker, and in no event will any of the same be stored outside of the locker, within the locker facilities or the premises, including but not limited to the display of any of the said property for sale.
13. The Lessee expressly authorizes the Lessor to use the address provided by the Lessee below for all notices hereunder, including any notice of termination or expiration of this Agreement or notice of the Lessor's intention to exercise its power of sale.
14. In the event that any equipment, clothing or accessories shall remain in the locker at any time (i) when the Lessee owes amounts to the Lessor in respect of any unpaid rent or any other amounts becoming due under this Agreement and such amounts remain outstanding following thirty (30) days notice from Lessor or (ii) upon the Lessee's failure to remove the same within thirty (30) days notice from Lessor of the termination or expiration of this Agreement, THEN ALL SUCH EQUIPMENT, CLOTHING AND PROPERTY IN THE LOCKER SHALL BE DEEMED TO ABANDONED AND THE LESSOR SHALL HAVE THE RIGHT TO DISPOSE OF THE SAME PURSUANT TO THE POWER OF SALE OR APPROPRIATE DISPOSAL GRANTED BY THE LESSEE TO THE LESSOR HEREIN. Such sale or disposal shall be private, for cash, and the Lessee hereby appoints the Lessor as the Lessee's agent and attorney in fact to make such sale and conveyance, thereby divesting the Lessee of all rights, title or equity that the Lessee may have in or to such property, investing such rights in any purchasers at the sale. All acts by the Lessor as attorney in fact are hereby ratified and affirmed. The proceeds of such sale or disposal shall be applied first towards the payment of all amounts due to the Lessor by the Lessee (whether rent, restoration costs, or otherwise), the Lessor's reasonable costs in connection with advertising and conducting such sale/disposal and the Lessor's reasonable attorney's fees in exercising its rights and remedies hereunder. Any remainder shall be paid to the Lessee by check sent to the Lessee's address set forth below. In the event that the Lessor exercises the foregoing rights, the Lessee shall defend, indemnify and hold harmless the Lessor, its officers, partners, employees and representatives from and against any claim, demand, liability or cause of action arising from the sale/disposal of the same, not belonging to the Lessee.
15. The Lessor may, at its sole discretion, terminate this Agreement for any breach by the Lessee and for any other reasons the Lessor deems appropriate. The Lessee may not assign, sublet or transfer this Agreement or any rights hereunder.
16. Interest shall accrue on any unpaid amount owed by the Lessee hereunder at the rate of 16% per annum.
17. The agreement shall be governed by and construed in accordance with the law of the State of Colorado. Exclusive jurisdiction and venue for any legal proceedings related to this Agreement shall be in the District Court for Eagle County, Colorado. The Lessor shall be entitled to recover from the Lessee their costs and reasonable attorney's fees in connection with the enforcement of the Lessor's rights and remedies hereunder.

IN WITNESS HERETO, the parties have executed this Agreement as of the date first above written.

THE LESSOR: DENNISON PARTNERS, LLC
d/b/a SKI-LOCKERS.COM

THE LESSEE:
PRINT NAME _____

Eugene Cheong, Managing Partner

X _____
Authorized Signature

MAILING ADDRESS:
P.O. BOX 9308
Beaver Creek, CO 81620-9308
PHONE: 1-888-754-1988

PHONE: _____

FAMILY LOCKER: 3 person locker

4 person locker

ASSIGNED LOCKER(s) # _____

COMBINATION(s) _____

ADDITIONAL AUTHORIZED LOCKER USERS:

EMAIL: _____

For Office Use:

Paid by: Check/Cash/ Credit Card _____ Amount \$ _____ Check # _____
Credit Card accepted via secured online payment