

**BACHELOR GULCH VILLAGE ASSOCIATION
KEY HOLDER AGREEMENT**

This Bachelor Gulch Village Association Key Holder Agreement, (this "Agreement") is made as of this ____ day of _____, _____, by and between Bachelor Gulch Village Association, a Colorado nonprofit corporation (the "Association"), and _____ ("Owner").

RECITALS

- A. Owner owns a residence in Bachelor Gulch, Eagle County, Colorado, at the address of _____ (the "Residence").
- B. The Association, as an accommodation to its members and for no additional cost to such members provides certain services for the members including: (1) upon authorization of a member, providing access to such member's residence to certain designated persons, and (2) providing a package delivery service for the members.
- B. Owner intends to engage the Association to provide these services.

Lisa K. Mayers 10/12/07 3:47 PM
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AGREEMENT

As an accommodation to Owner, the Association agrees to the following:

- 1. **Delivery of Keys.** Upon executing this Agreement, Owner has delivered to the Association ____ set(s) of keys comprising a total of ____ keys to the Residence, and if necessary, the alarm code for the Residence. Owner has listed on the attached Exhibit A, those parties, if any, who are authorized, upon showing of identification, to receive keys and gain access to the Residence. The Association will hold such keys and utilize them as authorized under this Agreement. The Association will give such keys to a third party only after receiving prior, written authorization from Owner. The Association will not disclose alarm codes to third parties.

Has "Access" been elected in Exhibit A?.....Yes ____ No ____

- 2. **Packages.** Owner has indicated on the attached Exhibit B whether or not Owner elects package delivery service. If such service is elected, then upon Owner's absence, the Association is authorized to accept packages for the Residence from UPS, FedEx, and similar courier services, and to place said packages inside the Residence. The Association will not be responsible for unloading any type of freight, including but not limited to

furniture, building materials, or any object that may be reasonably considered awkward to move or handle.

Has "Package Delivery" been elected in Exhibit B?.... Yes ____ No ____

3. **Change in Authorization.** Owner may amend or cancel in whole or in part any authorization given to the Association under this Agreement from time to time by written notice to the Association.
4. **Renting of Property.** This Agreement does not cover any property that is leased or rented to parties other than Owner. If the Residence is subject to a rental agreement for any length of time, whether written or verbal, then this Agreement will be null and void from the time the Association is notified of the rental of the Residence to such time as both parties consent in writing to reinstate the Agreement to full force and effect, such consent to be given or withheld at each party's sole discretion.
5. **Listing of Residence.** If the Residence is placed on the market for sale, this Agreement will stay in full force and effect for all services expressly described herein. The Association will not give access to Residence for purpose of showing the Residence to potential buyers and/or their agents, or for any real estate sales related activity.
6. **Release and Indemnity.** AS A MATERIAL PART OF THE INDUCEMENT AND CONSIDERATION FOR ENTERING INTO THIS AGREEMENT AND IN RECOGNITION OF THE FACT THAT THE ASSOCIATION IS PROVIDING THE SERVICES AS AN ACCOMMODATION TO ITS MEMBERS, OWNER HEREBY RELEASES THE ASSOCIATION AND INDEMNIFIES AND HOLDS HARMLESS THE ASSOCIATION AND ITS OFFICERS, DIRECTORS, AND EMPLOYEES OR ANYONE ACTING ON THEIR BEHALF AGAINST ALL CLAIMS, CAUSES OF ACTION, COSTS (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND COURT COSTS), LOSSES, LIABILITIES, DAMAGES, SUITS, AND JUDGMENTS, INCLUDING ANY INJURIES OR THEFTS, SUFFERED BY OWNER OR BY ANY PERSON OCCUPYING OR ENTERING THE RESIDENCE, EXCEPT FOR THOSE CAUSED BY A BREACH BY THE ASSOCIATION OF THE ASSOCIATION'S EXPRESS OBLIGATION UNDER THIS AGREEMENT. IN THE EVENT OF ANY CLAIM BY A THIRD PARTY AGAINST THE ASSOCIATION OR ITS OFFICERS, DIRECTORS OR EMPLOYEES WHICH IS COVERED BY THIS INDEMNITY, OWNER WILL TIMELY PAY ALL COSTS OF DEFENSE INCURRED BY THE INDEMNIFIED PARTY

(INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS FEES).

7. **Termination/Term.** Either Owner or the Association may terminate this Agreement at any time by written notice to the other party given in accordance with paragraph 8 below. Such termination will be effective upon the giving of notice or on such later date provided in the notice. This Agreement shall automatically terminate upon sale of the Residence by Owner. Unless terminated earlier, this Agreement shall have a term of five (5) years from the date hereof. The Association will surrender to Owner all keys to the Residence immediately upon termination of this Agreement.
8. **Notice.** Any notice given under this Agreement should be in writing and given by personal delivery, regular mail, facsimile transmittal, or overnight courier, with all postage or other delivery charges prepaid, forwarded to the address or telecopier number listed for each party with its signature line, or to such other address or number provided by a party by notice given in this paragraph. The notice will be effective, if personally delivered, upon receipt; if mailed, three business days (excluding Saturdays, Sundays, and legal holidays observed by Colorado banking institutions) after deposit with the US Postal Service; if transmitted by facsimile copy, upon telephone confirmation of receipt; or if given by overnight courier, one business day after timely deposit with the courier service.
9. **Governing Law.** This Agreement is governed by and to be interpreted in accordance with Colorado Law.
10. **Exhibits.** Exhibits A and B attached hereto are hereby incorporated into this Agreement and made a part hereof. Until each such Exhibit is completed, dated and executed by Owner, then this Agreement shall be of no force or effect.
11. **Effect.** Owner acknowledges and agrees that this Agreement shall replace any previous key holder agreement relating to the Residence and that upon execution of this Agreement, any such previous agreement shall be null and void and of no further force and effect.

Agreed to by the parties as of the date first above written.

OWNER:

Address for Notice:

By: _____
Print Name: _____

Telephone: _____
Fax: _____

Bachelor Gulch Telephone Number: _____

**BACHELOR GULCH VILLAGE ASSOCIATION,
A Colorado Nonprofit Corporation**

By: _____
Print Name: _____
Title: _____

Address for Notice:

**Bachelor Gulch Village Association
Attn: Public Safety
P.O. Box 100
Edwards, CO 81632**

Fax: _____

EXHIBIT A

**BACHELOR GULCH VILLAGE ASSOCIATION
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Persons Authorized to Access the Residence

Name of Individual

Contractors Authorized to Access the Residence

Name of Company

Signed: _____ **Date:** _____

Note: Owner may choose to not indicate any names above and only use this Agreement for the purpose of package delivery.

EXHIBIT B

**BACHELOR GULCH VILLAGE ASSOCIATION
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Package Deliveries

Do you authorize the Association to accept deliveries addressed to Owner and to place the deliveries in the Residence when Owner is absent?

Yes: _____

Please include security alarm code: _____

Alarm Company Name: _____

No: _____

Signed: _____ **Date:** _____