

EXHIBIT "H"

FLORA PARK COMMUNITY ASSOCIATION

GATHERING LOCKER USE AND RELEASE AGREEMENT

Owner's Name: _____ Date _____

Address: _____ Email _____

Home Phone _____ Cell Phone: _____

Locker Number: _____ (to be completed by Association)

I hereby request to rent a Gathering Locker from the Flora Park Community Homeowners Association for one year period. The Term would start on _____ and will automatically renew annually, if not cancelled by homeowner or terminated by the HOA for just cause.

I hereby agree to the following:

1. **Fee:** To pay the Association an annual fee of \$ 25 . Payment must be submitted with this Agreement and renewed annually each year thereafter. Agreement. HOA can terminate for non-payment of HOA Assessments, Annual Rental Fee, or misuse/damage to the locker.
2. **Proper Use and Storage:** Reasonable items are to be kept in the Locker. Example: Wine, games, free weights, or other items to be used while at The Gathering. I shall not place or keep, or allow to be placed or kept, perishable foods, wet or soiled items, toxic, hazardous, illegal or dangerous substances or materials or anything else that could pose a risk of harm or injury to persons or property. Contents should not be visible through the front of the Locker that distract from their appearance.
3. **Lock.** I agree and understand that I am solely responsible for securing the Locker and its contents through use of the key provided to me. I agree to open the Locker for Association inspection upon request, and further agree that the Association may cut off the lock without liability to me if I fail to so open the Locker for an inspection. I agree that I am responsible to reimburse the Association in the event the key (s) provided is not returned upon cancellation of this agreement.
4. **Assumption of Risk.** I freely assume all risks associated with storing and keeping property in the Locker, including risk of damage, loss or destruction of the property from fire, theft, flood, leaks, heat, cold, mold, mildew, insects, rodents or any other cause whatsoever. I acknowledge and agree that the Association does not provide security or otherwise provide any protection for the Locker or the contents therein. I further acknowledge and agree that the Association does not control the Locker temperature, makes no representations about the temperature and I accept that the temperature may rise above or go below ideal wine storage temperatures.
5. **Authority of the Association.** I agree to abide by this agreement, including but not limited to, imposition of a reasonable rent increase if warranted and /or reasonable fee if Locker is damaged by renter. Removal of all property from the Locker (on a temporary basis) to accommodate periodic common area maintenance or repairs; removal of all property from the Locker upon cancellation/termination of this agreement by renter or Association for non-payment of rent and/or assessments.

- 6. **Insurance**. I acknowledge the Association does not have any responsibility to insure the Locker or the contents therein. I agree to obtain and maintain my own insurance coverage for the property kept or stored in the Locker.
- 7. **Non-Assignable**. This Agreement is personal to Owner and is not assignable or transferable.
- 8. **Termination/Renewal**. Owner acknowledges and agrees the Association may terminate this Agreement immediately if the Locker is used in violation of the terms of this Agreement; and at any time without cause upon ten (10) days written notice to Owner addressed to the address described above. At the end of the Term, this Agreement shall automatically renew, and the renter will be billed accordingly.
- 9. **Disposal of Contents**. I expressly acknowledge and agree the Association shall have the right to dispose of or sell (at the Association's sole discretion) the contents of the Locker that are not removed at the termination of this agreement.
- 10. **Right of Entry**. Owner acknowledges and agrees the Association Property Manager may inspect the Locker and the contents therein at any time without notice to Owner.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNED THIS AGREEMENT.

OWNER

Date: _____

(Signature)

(Print Name)

Return to:
Flora Park Community Association
c/o Prime Association Services
 10870 Flora Park Way
 Cypress, CA 90720
florapark@theprimeas.com