

100 MILL – Bike Storage Agreement

| Name: | | | Start Date: | |
|---|-------|-------------|-------------|--|
| Company: | | | Suite: | |
| Home Address: | | | | |
| City, State & Zip: | | | | |
| Work Phone: | | Home Phone: | Cell Phone: | |
| Email: | | | | |
| Bicycle Information | | | | |
| Year: | Make: | Color: | Model | |
| CHECKS OR MONEY ORDERS ONLY - PAYABLE TO HICO 100 MILL, LLC | | | | |

74 E. Rio Salado Pkwy, Suite 101, Tempe, AZ 85281

Bicycle Storage Rental Agreement

Terms and Conditions

This agreement entitles the renter daily use to one bicycle and related bicycle equipment, such as helmet, pump or lock, in the bicycle storage. This agreement expressly prohibits use of the bicycle storage of non-bicycle related equipment. If items other than those noted previously are stored in the locker, this agreement will be terminated. **BIKE STORAGE SHALL NOT BE USED IN OR IN CONNECTION WITH ANY ACTIVITY PROHIBITED BY LAW.** The individual named above is authorized to use the bicycle storage specified and agrees to:

<u>Limitation of Cousins Properties Liability</u>: All personal property is stored by Renter's sole risk. Renter shall hold Harmless and release Hico 100 Mill, LLC and Cousins Properties, LP, of any liability related to the use of the bicycle storage. This includes, but is not limited to, any injury, loss, theft, or damage to parts of or the entire authorized bicycle accessories or other personal property occupying the bicycle storage.

Locker Deposit and Fees - Bike Storage is rented on a monthly basis. The initial cost includes a \$25 non-refundable deposit. The current rental charges are \$35 per month and will be billed monthly.

<u>Termination/Cancellation</u> - Renter is responsible for notifying Cousins Properties, LP of intent to terminate the Agreement at least 30 days prior to said termination. Any unclaimed items left in the bicycle storage after 15 days will be disposed of in accordance with the law.

Failure to comply with any provisions of the Bicycle Storage Rental Agreement is cause for termination. Renter will assume responsibility to ensure bicycle storage is locked and to report any damages, or problems promptly to Cousins Properties, LP.

<u>Right to Enter, Inspect, and Repair Premises</u>. The undersigned waives any claims to the right to privacy an expressly consents Cousins Properties, LP to open an inspect the bicycle storage, and contents thereof at any time without prior notice: in an emergency; to determine whether health or safety hazard exists; to maintain locker or locking mechanism; to determine if any term of this agreement is being violated or for another administrative purposes. Cousins Properties, LP reserves the right to terminate this agreement for its convenience at any time and/or to modify this Agreement as necessary for the safety or administrative purposes.

I HAVE READ AND FULLY UNDERSTAND THE STATED PROVISIONS, AND DO HERBY AGREE TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

Date:

Signature: