



**ARROWHEAD ASSOCIATION
KEY AND PACKAGE RECEIPT
AGREEMENT**

For Office Use Only

| | | |
|-------------------|-----|---------|
| Owner Name | | |
| Street Address | | |
| Date Signed | | |
| Circle applicable | KEY | PACKAGE |

This Arrowhead Association Key and Package Receipt Agreement, (this “**Agreement**”) is made as of this ____ day of _____, _____, by and between Arrowhead Association, a Colorado nonprofit corporation (the “**Association**”) by and through its Manager acting through Arrowhead Public Safety, and _____ (“**Owner**”).

RECITALS

A. Owner owns a residence in Arrowhead, Eagle County, Colorado, at the address of _____ (the “**Residence**”).

B. The Association, through its Manager and as an accommodation to its members (owners of a Lot or Condominium Unit within Arrowhead), for no additional cost to such members, provides certain services for the members including, upon authorization of a member, (1) providing access to such member’s residence to certain designated persons and/or under emergency circumstances (the “**Key Access Service**”), and (2) providing a service for acceptance of delivery of packages, where a signature is required (the “**Package Acceptance Service**” and, collectively with the Key Access Service, the “**Services**”).

C. Owner desires to engage the Association, and the Association agrees to provide, all or part of the Services as indicated in this Agreement in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

AGREEMENT

1. **Key Access Service:** Owner has indicated on the attached Exhibit A whether Owner elects to enroll in the Key Access Service. If Owner elects to enroll in the Key Access Service as indicated in Exhibit A, then Owner, by its signature below, confirms that it has delivered to the Association keys to the Residence, and if applicable, the alarm code(s) for the Residence as listed on the attached Exhibit A. Owner has listed on the attached Exhibit A, those parties, if any, whom Owner authorizes, upon showing of identification, to receive keys from the Association and gain access to the Residence. The Association will hold such keys and utilize them as authorized under this Agreement including Exhibit A. The Association will not disclose alarm codes to third parties including those individuals and/or companies designated by Owner on Exhibit A, if any.

2. **Package Acceptance Service:** Owner has indicated on the attached Exhibit B whether or not Owner elects to enroll in the Package Acceptance Service. If Owner elects to enroll in the Package Acceptance Service, then Owner authorizes the Association, acting through Arrowhead Public Safety, to accept delivery of packages addressed to Owner requiring signatures from UPS, FedEx, and similar courier services, and to retain said packages at the main Arrowhead gatehouse (the “**Gatehouse**”). If Owner elects to enroll in the Package Acceptance Service, as indicated on the attached Exhibit B, Owner shall collect all packages within seventy-two (72) hours of their arrival at the Gatehouse. The Association shall not be responsible for any packages not collected within seventy-two (72) hours of delivery, unloading any type of freight, including but not limited to furniture, building materials, or any object that exceeds 50 lbs. The Association shall not be responsible for lost or stolen packages nor for the content or condition of any packages. In the event that Owner fails to collect any package within seventy-two (72) hours of its arrival at the Gatehouse, then such package shall be deemed abandoned by Owner and the Association shall be authorized to dispose of the same without liability to Owner.

3. **Change in Authorization:** Owner may amend its election of Services from time to time or terminate this Agreement by written notice to the Association.

4. **Services Limitations:** Unless and until terminated by either party as provided for in Section 7 below, this Agreement shall remain active regardless of whether the Residence is occupied by the Owner or a tenant subject to a lease or rental agreement or offered for sale. However, this Agreement shall automatically terminate in the event that Owner transfers ownership of the Residence. Additionally, the Association will not provide access to the Residence for any purpose related to rental of the Residence (and tenants should be instructed not to request keys from Public Safety) or offer of the Residence for sale including, but not limited to, showing the Residence to potential buyers and/or their brokers, inspectors, contractors, agents, or for any other real estate sales related activity.

5. **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 SHALL INDEMNIFY, DEFEND, AND HOLD 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 JUDGEMENTS, INCLUDING ANY INJURIES OR THEFTS, SUFFERED BY OWNER OR BY ANY PERSON, 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 SECTION 6 INDEMNIFICATION, OWNER SHALL TIMELY PAY ALL COSTS OF DEFENSE INCURRED BY THE INDEMNIFIED PARTIES (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS FEES).

6. **Term; Termination:** The term of this Agreement shall commence on the date first above written, and thereafter shall be automatically renewed for successive periods of 12 months each until terminated by either party as provided in this Section 7. Owner or the Association may terminate this Agreement at any time by written notice to the other party given in accordance with Section 8 below. Such termination will be effective as provided in Section 8 or on such later date as provided in the notice of termination. This Agreement shall automatically terminate upon Owner's transfer of ownership of the Residence to a third-party. The Association will surrender to Owner all keys to the Residence upon termination of this Agreement.

7. **Notice:** Any notice given under this Agreement should be in writing and given by email transmittal, personal delivery, regular mail, or overnight courier to the address listed for each party below its signature to this Agreement. All notices so given shall be considered effective, if personally delivered, when received; if delivered by email transmittal, upon delivery; if delivered by courier, one business day after timely deposit with the courier service, charges prepaid; or if mailed, three days after deposit, first class postage prepaid, with the United States Postal Service. Either party may change the address to which future notices shall be sent by notice given in accordance with this Section.

8. **Governing Law:** This Agreement is governed by and to be interpreted in accordance with Colorado Law.

9. **Exhibits:** Exhibit A and Exhibit B, attached hereto, are hereby incorporated into this Agreement and made a part hereof. This Agreement shall be of no force or effect unless and until Exhibit A and/or Exhibit B is/are completed by Owner and submitted to the Association, and the Association has countersigned and returned a fully executed copy of this Agreement to the Owner.

10. **Effect:** Owner acknowledges and agrees that this Agreement shall replace any previous key holder agreement or Key and Package Receipt Agreement relating to the Residence and that upon execution of this Agreement, any such previous agreement shall be deemed null and void and of no further force or effect.

[signature page follows]

IN WITNESS WHEREOF, Association and Owner have executed this Agreement on the day and year first above written.

| OWNER | | | |
|---|--|-----------|--------------------|
| Residence Owner Name (Please print) | | Signature | |
| Printed name and title of Signee if Residence is owned by an entity | | | Date |
| Residence Street Address | | | Lot/Unit Number |
| Email address | | | Telephone |
| Mailing address for NOTICE (via USPS) | | | |
| Mailing address for NOTICE (via FedEx or UPS) | | | |

| Acknowledgment of Receipt of Agreement Arrowhead Association, A Colorado Nonprofit Corporation, by and through its Manager acting through Arrowhead Public Safety | | | |
|--|--|-----------|--------------|
| Date | | | |
| Email address | AHPublicSafety@vailresorts.com | Telephone | 970-926-2588 |
| Mailing address for NOTICE (via USPS)* *NOTE – address is EDWARDS not Arrowhead | Arrowhead Association Attn: Public Safety PO Box 100 Edwards, CO 81632 | | |
| Mailing address for NOTICE (via FedEx or UPS)* *NOTE – address is EDWARDS not Arrowhead | Arrowhead Association Attn: Public Safety 1200 Arrowhead Drive Edwards, CO 81632 | | |

EXHIBIT A

**ARROWHEAD ASSOCIATION
KEY AND PACKAGE RECEIPT
AGREEMENT**

Key Access Service

I. Enrollment. The undersigned Owner hereby _____ elects to enroll /_____ declines to enroll (select one) in the Key Access Service. If “elects to enroll” is checked, please proceed to Section II of this Exhibit A. If “declines to enroll” is checked, Section II of this Exhibit A is hereby deemed deleted; please proceed to Section III of this Exhibit A.

II. Individual/Business Access. By inserting information in the following chart, the undersigned Owner hereby authorizes the Association, by and through its Manager acting through Arrowhead Public Safety, to provide the following individuals and/or companies with access to the Residence and certifies that the following individuals and/or companies are NOT tenants, renters, or other persons occupying the Residence pursuant to a rental or lease agreement for the Residence or brokers or persons assisting in the sale of a Residence:

| First Name | Last Name (Or Company Name) | Relationship |
|------------|--------------------------------|--------------|
| | | |
| | | |
| | | |
| | | |
| | | |

Attach additional pages if needed.

III. Emergency Access. Please select one or neither of the following options by placing an x in the box to the left of the selection. If no box is selected, Arrowhead Public Safety will not provide emergency access to the Residence except as may be required by law:

| | |
|--------------------------|--|
| <input type="checkbox"/> | EMERGENCY access <u>in addition to Key Access Service</u>: If the box to the left is checked, Arrowhead Public Safety will provide access to the Residence as needed under emergency circumstances as well as is indicated above in Section II of this Exhibit A. If the box to the left is blank, Arrowhead Public Safety will only provide access to the Residence as provided for above in Section II of this Exhibit A. |
| <input type="checkbox"/> | EMERGENCY access <u>ONLY</u>: If the box to the left is checked, Arrowhead Public Safety will provide access to the Residence ONLY under emergency circumstances and Section II of this Exhibit A shall be deemed deleted. If the box to the left is blank, Arrowhead Public Safety will only provide access to the Residence as provided for above in Section II of this Exhibit A. |

EXHIBIT A continued (page 2)

| Keys & Codes Given to Association | |
|--|--------------|
| KEY / CODE | Notes |
| Key 1 | |
| | |
| Garage/Door Code | |
| Alarm Code | |
| | |

| OWNER SIGNATURE | | | |
|--|--|--------------------|--|
| Residence Owner Name (Please print) | | Signature | |
| Printed name and title of Signee if Residence is owned by an entity | | Date | |
| Residence Street Address: | | Lot/Unit Number | |

EXHIBIT B

**ARROWHEAD ASSOCIATION
KEY AND PACKAGE RECEIPT
AGREEMENT**

Package Acceptance Service

The undersigned Owner hereby _____ authorizes _____ does not authorize (select one) the Association, acting through Arrowhead Public Safety, to accept delivery of packages addressed to the Residence requiring signatures from UPS, FedEx, and similar courier services, and to retain said packages at the Gatehouse for up to seventy-two (72) hours. Arrowhead Public Safety will not be responsible for any packages not collected within seventy-two (72) hours of delivery, unloading any type of freight, including but not limited to furniture, building materials, or any object that exceeds 50 lbs. The undersigned Owner agrees to collect all packages within seventy-two (72) hours of their arrival at the Gatehouse. The Association shall not be responsible for lost or stolen packages nor for the content or condition of any packages. In the event that Owner fails to collect any package within seventy-two (72) hours of its arrival at the Gatehouse, then such package shall be deemed abandoned by Owner and the Association shall be authorized to dispose of the same without liability to Owner.

| OWNER SIGNATURE | | | |
|--|--|--------------------|--|
| Residence Owner Name (Please print) | | Signature | |
| Printed name and title of Signee if Residence is owned by an entity | | Date | |
| Residence Street Address: | | Lot/Unit Number | |