

**ADDENDUM 1  
TO THE  
THE PINERY HOMEOWNERS' ASSOCIATION, INC.  
SELF-SERVICE STORAGE FACILITY LEASE**

**(DUMP STATION SERVICES)**

This Addendum 1 to The Pinery Homeowners' Association, Inc. Self-Service Storage Facility Lease (the "Lease") is entered into as of \_\_\_\_\_, 200\_, by and between The Pinery Homeowners' Association, Inc. ("PHA" or "Lessor") and the undersigned member of the PHA ("Lessee"). This Addendum is not intended to replace or supersede the Lease, but rather it supplements the Lease. Capitalized terms in this Addendum 1 not defined herein shall have the same meaning given to such terms in the Lease. To the extent of any conflict between the terms and conditions of the Lease and this Addendum 1, the terms and conditions of this Addendum 1 shall be controlling, but only to the extent necessary to give meaning to the subject matter of this Addendum 1. Except as expressly provided in this Addendum 1, the Lease remains in full force and effect without modification.

Whereas, Lessee leases Storage Space from Lessor pursuant to the Lease for the use specified in the Lease; and

Whereas, Lessor is willing to permit Lessee to utilize an additional service at the Facility subject to the terms and conditions of the Lease and this Addendum 1.

Now, Therefore, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. Privilege to Use Dump Station:** Subject to the terms and conditions of the Lease and this Addendum 1, Lessor hereby grants Lessee the privilege to utilize the area of the Facility know as the Dump Station for the limited purposes set forth in this Addendum 1. The Dump Station services include: (i) a refuse receptacle for standard recreational vehicle generated wastewater ("black water" and "gray water", collectively referred to as "Wastewater"); (ii) a fresh water line; and (iii) a "gray water" (non-potable) line. Lessee shall only use the Dump Station to evacuate into the designated refuse receptacle (the "Wastewater Receptacle") Lessee's personal Wastewater generated and stored in Lessee's recreational vehicles at times when they are not being stored at the Facility, (collectively, the "Dump Station Services"). Further, Lessee may only use a reasonable amount of water from the fresh water line at the Dump Station for the sole purpose of refilling the water tank supply of Lessee's recreational vehicle. Lessee may only use the "gray water" line for the purpose of rinsing the drain of the Wastewater Receptacle and for no other purpose, including, without limitation, drinking or filling Lessee's water tank supply. Lessee acknowledges and understands that the "gray water" line is a source of non-potable water that may cause contamination of Lessee's water tank supply and sickness or death if ingested. Lessee shall not use the Wastewater Receptacle to evacuate, dump or place any other substances or materials of any kind whatsoever, including, without limitation, any hazardous materials, toxic materials or chemicals, or any substances whose storage or use is regulated or prohibited by local, state or federal law or regulation. For purposes of clarification, the Dump Station is considered a part of the Facility under the Lease and this Addendum 1 to the Lease.

**2. Dump Station Use Fee:** In addition to the Rental Fee paid by Lessee for general use of the Facility under the Lease, Lessee shall pay Lessor an annual fee for the privilege to use the Dump Station (the "Dump Station Use Fee"). The Dump Station Use Fee is the amount set forth in Schedule A to this Addendum 1, is non-refundable, and is not prorated for use of the Dump Station for less than the Dump Station Use Period (as defined hereinafter). The Dump Station Use Fee is an annual fee for use during the period from November 1 through October 31 of the succeeding calendar year (the "Dump Station Use Period"). The Dump Station Use Fee is due and payable in full upon execution of this Addendum 1 by Lessee, and in any event prior to Lessee's use of the Dump Station. The Dump Station Use Fee for any subsequent Dump Station Use Period will be set by the PHA Board of Directors in its sole discretion and shall be set forth in a Dump Station Services Renewal Notice (as defined in Paragraph 5 hereof) and due and payable as described in Paragraph 5 hereof.

**3. Access to Dump Station:** Subject to the terms and conditions of the Lease and this Addendum 1, including any rules, procedures and policies established by Lessor from time to time, including, without limitation the rights of other lessees to use the Dump Station, Lessee may use the Dump Station and Dump Station Services at any reasonable time during the Dump Station Use Period. Lessee acknowledges and understands that the Dump Station is a locked and secure area of the Facility. **LESSEE MUST SECURELY LOCK THE DUMP STATION GATE IMMEDIATELY AFTER COMPLETING USE OF THE DUMP STATION.** Lessee is solely responsible for possession of access codes, access cards, combinations and/or

keys to the Dump Station, and the return thereof at the end of the Dump Station Use Period (if not renewed as provided in Section 5 hereof) or the termination of the Lease for any reason.

**4. Condition and Use of Dump Station: USE OF THE DUMP STATION IS AT THE SOLE RISK OF LESSEE. The Dump Station is provided on an "AS IS" and "AS AVAILABLE" basis.** Lessee agrees not to permit or allow any waste or damage to be committed on any portion of the Dump Station and agrees to take good care of and maintain the Dump Station in good condition whenever Lessee uses the Dump Station. Lessee will at all times keep the Dump Station neat, clean and in a sanitary condition. The Dump Station may not be used for any unlawful purpose. Lessor may, at its sole discretion, refuse to allow Lessee to use the Dump Station if, in Lessor's sole judgment, Lessee does not comply with the terms of the Lease, this Addendum 1 or any guidelines or any other rules or procedures established by Lessor from time to time. Lessee agrees at its own cost and expense to repair or replace any damage or injury done to the Dump Station, caused by the acts or omissions of Lessee, Lessee's agents, invitees or visitors. If Lessee fails to make such repairs or replacements promptly, Lessor may, at its option, make such repairs or replacements, and Lessee shall pay the cost thereof to Lessor on demand. Lessee shall, at its own expense, fully comply with all applicable laws, regulations, rules and ordinances of any applicable federal, state or local authorities or agencies now existing or promulgated during the Term of this Lease, which relate to the use of the Dump Station.

**5. Dump Station Services Period:** Subject to early termination as specified in the Lease, Lessee's use of the Dump Station shall begin on the date set forth in Schedule A attached hereto (the "Start Date") and shall end on October 31 after the Start Date, and in no event shall exceed twelve (12) months. Lessor, at its sole option, may offer to renew the Dump Station Services for successive Dump Station Use Periods by written notice to Lessee at least sixty (60) days prior to the expiration of the then current Dump Station Use Period ("Dump Station Services Renewal Notice"). Lessor's Dump Station Services Renewal Notice shall set forth the Dump Station Use Fee required for the next Dump Station Use Period and any other terms and conditions different than or in addition to the terms and conditions of this Addendum 1 that must be accepted by Lessee in order to extend this Addendum 1 for the next Dump Station Use Period. Lessee may accept Lessor's Dump Station Services Renewal Notice by paying Lessor in full the Dump Station Use Fee indicated in the Dump Station Services Renewal Notice not later than thirty (30) days prior to expiration of the then current Dump Station Use Period ("Dump Station Services Renewal Acceptance Date"). If Lessor makes Lessee an offer to renew this Addendum 1 and Lessor does not receive the full Dump Station Use Fee payment by the Dump Station Services Renewal Acceptance Date, then this Addendum 1 shall terminate on the expiration of the then current Dump Station Use Period, and Lessee shall no longer use the Dump Station after the last day of the then current Dump Station Use Period. Lessor shall be under no obligation to offer a Dump Station Services Renewal Period to Lessee.

**LESSEE HAS READ, UNDERSTANDS, AND AGREES TO, ALL TERMS AND CONDITIONS OF THIS ADDENDUM 1 TO THE LEASE:**

Lessee Signature: \_\_\_\_\_

Print Lessee Name: \_\_\_\_\_

Lessee Address: \_\_\_\_\_  
\_\_\_\_\_

Lessee Phone: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Accepted By Lessor:

Lessor Signature: \_\_\_\_\_

Duly Authorized Representative

Lessor Address: The Pinery Homeowners' Association, Inc.  
8170 Hillcrest Way  
Parker, CO 80134  
Phone (303) 841-8572