



THE ROTUNDA BUILDING
CONDOMINIUM ASSOCIATION, INC.

STORAGE OF BICYCLES
RULES & REGULATIONS
HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT
AND RELEASE OF CLAIMS FOR PROPERTY DAMAGE

RECITALS:

- A. *The Rotunda Building Condominium Association, Inc.*, a Virginia non-stock corporation (the "Association" or "Owner") is the owner of certain common element and related facilities in Norfolk, Virginia (collectively, the "Common Element").
- B. The undersigned has requested from Owner a revocable license to store, bicycles in the Common Element Communication Closet which is a common element, and in consideration and exchange therefore, Owner agrees to execute the Hold-Harmless and Indemnification Agreement as hereinafter set forth.

IN CONSIDERATION of Owner granting a revocable license to the undersigned to use Owner's Common Element Communication Closet, the undersigned agrees promises and covenants as follows:

AGREEMENTS:

1. **Use of Common Element.** The undersigned understands and agrees that the Common Element Communication Closet may be used only for storage purposes. The undersigned further agrees that the Common Element Communication Closet shall be used only and exclusively for lawful purposes and the undersigned agrees not to use or permit or suffer anyone to use the Common Element Communication Closet for any purposes in violation of any federal, state, or municipal law or regulation. Further, the undersigned shall follow those rules and regulations regarding use of the Common Element Communication Closet as may be established in writing from time to time by Owner, including, without limitation, the following rules and regulations: Any person(s) using the Common Element Communication Closet who is not a duly authorized owner, member or legal tenant of the Association will be guilty of trespassing and subject to prosecution.
2. **Non-compliance:** Any violation of rules and regulations established by the Association relating to the use of the Common Element Communication Closet will result in the revocation of the license to use the Common Element Communication Closet as set forth in this Agreement.
3. **Maintenance of Common Element Communication Closet.** The undersigned shall not damage or alter the Common Element Communication Closet in any manner, or permit the

**Storage of Bicycles
Rules & Regulations
Hold-Harmless and Indemnification Agreement
and Release of Claims for Property Damage
Page 2 of 3**

undersigned's immediate family or any guest or invitee of the undersigned to damage or alter the Common Element Communication Closet.

4. **Non-liability.** Owner shall not be responsible or liable for the acts or omissions of persons using the Common Element Communication Closet. The undersigned agrees that the undersigned, the undersigned's immediate family and/or **any other person in which the owner of he unit has signed their name as authorizing said use,** shall use the Common Element Communication Closet at their own risk.
5. **Permitted Bicycles:** Only two wheeled, unicycles, non-motorized scooters (two wheels) or other items that have been pre-approved in writing by the Board of Directors are permitted to be stored in the Common Element Communication Closet.
6. **Approval Process:** All owners who wish to store their or **grant approval by signing below for their tenants to store their** bicycles in the Common Element Communication Closet must receive prior written approval from the Board of Directors
7. **Inspection & Removal** The Association will perform periodic inspections of the Common Element Communication Closet to ensure that all bicycles stored have been approved by the Association. Should it be determined that bicycles are in disrepair the owner of the bicycles or other items will be notified and given forty-eight (48) hours to remove or get the item in working condition or the Association will remove and dispose of the item at the owner expenses. Should item be stored in the Common Element Communication Closet without the prior written approval of the Association, those items will be removed and disposed of by the Association without notice.
8. **Key Purchase:** Each person granted approval to store in the Common Element Communication Closet will be issued one (1) key at no cost (**owners will be provided the key for their tenant(s) and is solely responsible for the key and replacement thereof.**) Should replacement keys be necessary they can be purchased for \$25.00 prior to the key being issued.
9. **Hold-Harmless and Indemnification Agreement and Release of Claims for Property Damage.** The undersigned, for themselves and their respective successors, assigns, heirs, executors, administrators and personal representatives, hereby agrees to indemnify and save Owner, its officers, directors, agents, contractors and employees and their respective successors and assigns (collectively, the "Indemnitees") harmless from and against any and all liability and claims, counterclaims, threats of claims, penalties, fines and damages, and costs and expenses (including, without limitation, legal fees) suffered, expended or incurred in connection with the investigation, defense, settlement or payment of any claim, suit, or civil actions arising out of injury or damage to person or property occasioned by or arising wholly or in part by the construction, design or condition of the Common Element Communication Closet or any use of the Common Element Communication Closet by, or any act or omission of, the undersigned or any of undersigned's immediate family, guests, or invitees in connection with the use and enjoyment of the Common Element

**Storage of Bicycles
Rules & Regulations
Hold-Harmless and Indemnification Agreement
and Release of Claims for Property Damage
Page 3 of 3**

Communication Closet. In the event any claims are made pursuant to the proceeding sentence, the Indemnitees may notify the undersigned to assume the full and complete defense and settlement of or judgment on the claim on behalf of the Indemnitees, or Indemnitees may settle or defend the claim in their own names, in which latter event, the undersigned shall pay the Indemnitees, in full for their respective damages, liabilities, costs and expenses as they accrue.

In addition to the foregoing, the undersigned hereby releases Owner from any and all claims for damages to the property of the undersigned arising out of the undersigned's use and enjoyment of the said Common Element Communication Closet or the use of said Common Element Communication Closet by the undersigned's immediate family, guests or invitees.

THE UNDERSIGNED EXPRESSLY ACKNOWLEDGES THAT THEY USE THE COMMON ELEMENT COMMUNICATION CLOSET AT THEIR OWN RISK AND THE UNDERSIGNEDS' PERSONAL RESPONSIBILITY FOR ALL THE UNDERSIGNEDS' IMMEDIATE FAMILY, GUESTS, INVITEES AND OTHERS AS SET FORTH ABOVE, AND HAVE READ THE FOREGOING AND FULLY UNDERSTAND THIS AGREEMENT.

Signed, sealed and delivered this _____ day of, 201____.

READ THE ABOVE IN ITS ENTIRETY BEFORE SIGNING BELOW

(SIGNATURE OWNER)

SIGNATURE TENANT - IF APPLICABLE)

PRINTED NAME: _____

ADDRESS: _____

HOME PHONE: _____ WORK PHONE: _____ CELL PHONE: _____

NUMBER OF BICYCLES: ___ BICYCLE DESCRIPTION(S): _____

Return completed form to The Select Group at the address or fax number provided at the bottom of the first page or email to asmith@theselectgroup.us