

Please read, sign, scan, and email signed document to stacia.lange@palisadestahoe.com

**22 STATION OWNERS ASSOCIATION, INC.
P.O. Box 2025
Olympic Valley, CA 95418**

**Owner's Subscription to Mail and Package Management Service
Assumption of Risk and Liability Waiver and Release Agreement**

Owner names(s): _____

Owner(s) Unit _____

Owner Email Contact: _____

Owner Phone Contact: _____

Owner(s) ("Owner") agrees to subscribe to the 22 Station Owners Association ("Association") mail and package management service ("Mail Service") for items delivered to the United States Postal Service Office ("USPS") in Olympic Valley, California ("USPS Held") or directly to 1750 Village East Road, Olympic Valley, California ("Direct"). Owner understands and agrees that Owner shall only receive Mail Service for (i) mail and packages smaller than 27 cubic feet; (ii) items addressed to Owner, Owner's Unit Number, P.O. Box 2025, 1750 Village East Road, Olympic Valley, CA 95418; or (iii) items addressed to Owner, Owner's Unit Number, 1750 Village East Road, Olympic Valley, CA 95418, only when the third-party commercial delivery service provider (e.g., Federal Express) will not deliver to a P.O. Box,

Owner understands and agrees that Association or its agent ("Association/Agent") will gather USPS Held items at the USPS office one (1) to three (3) times weekly at Association/Agent's discretion, notify Owner by email, phone, or voicemail, and hold these items for 72 hours. Owner may request by an email to frontdesk@palisadestahoe.com and valetservice@22Station.com that Association/Agent place the item in the his/her Unit ("Valet Service"). The email shall include Owner name, Owner Unit, and the addressee, addressor, and description of the item (see attachment). The Valet Service fee is \$5.00 per request. Owner understands and agrees that Association/Agent at Association/Agent discretion may decline to provide Valet Service. Owner understands and agrees that after an item is held for 72 hours, Owner shall incur a storage fee of \$20.00 per day per item regardless of whether the Owner receives or acknowledges receipt of the notification. Owner understands and agrees that if Owner does not gather Owner's USPS Held item after a period of 30 days, the item shall be returned to sender, disposed of, or donated to charity at Association discretion and the Owner shall still be liable for the cumulative storage fee for that item. Owner understands and agrees that 22 Association/Agent will not accept or handle any item which requires a signature for final delivery.

Owner understands and agrees that Association/Agent will receive Direct items, notify Owner by email, phone, or voicemail, and hold these items for 72 hours. Owner may request by an email to

frontdesk@palisadestahoe.com that Association/Agent place the item in his/her Unit (“Valet Service”). The email shall include Owner name, Owner Unit, and the addressee, addressor, and description of the item (see attachment I). The Valet Service fee is \$5.00 per request. Owner understands and agrees that Association/Agent at Association/Agent discretion may decline to provide Valet Service. Owner understands and agrees that after an item is held for 72 hours, Owner shall incur a storage fee of \$20.00 per day per item and in the event the Owner does not gather Owner’s Direct item after a period of 30 days, the item shall be returned to sender, disposed of, or donated to charity at Association discretion and the Owner shall still be liable for the cumulative storage fee for that item. Owner understands and agrees that 22 Association/Agent will not accept or handle any item which requires a signature for final delivery.

Quarterly subscription price for each three months’ term (or any shorter portion thereof) is \$5.00 payable on the first day of the first month of each quarterly term of the subscription and is deemed late if not received within 30 days of the due date. The subscription term shall be quarterly, for three months, commencing on the first day of April, 2023 and is automatically renewed for each additional three months quarterly thereafter unless Owner or Association notifies the other party in writing at least 30 days prior to the expiration of the current term of the subscription agreement that the term will not be renewed. Owner understands and agrees that in the event that Owner does not renew, the Mail Service may not be available to the Owner again.

Quarterly subscription fees for each three months’ term (or any shorter portion thereof) is payable on the first day of the first month of each quarterly term of the lease and is deemed late if not received within 30 days of the due date. Valet Service and storage fees are payable when incurred or invoiced and are deemed late if not received within 30 days of the due date. A late charge of 5% accrues monthly on any late payment. Association shall have the right to increase the subscription fee for any renewal quarterly term, the per request Valet Service fee, or the per item daily storage fee. Owner agrees that if any subscription fee, Valet Service fee, or storage fee is delinquent for more than 60 days from its due date, then Association may assess the delinquent fees and late charges against Owner as a Default Assessment as defined in the Association’s CC&Rs, Section 7.12. Owner also agrees that if the subscription fee, Valet Service fee, or storage fee payment is deemed late, Association may suspend Mail Service, and any stored USPS Held or Direct items will be returned to sender, disposed of, or donated to charity at Associations discretion. The Association may at its sole discretion cease renewal at the end of any quarterly term and deny Owner access to Mail Services with notice to be provided in writing to Owner at least 15 days prior to expiration of the current quarterly term and termination of service. In the event Mail Service suspends or terminates, except as otherwise provided in law, an order of the court, or an order pursuant to a final and binding arbitration decision, Association shall return to sender, dispose of, or donate to charity at Association discretion USPS Held and Direct items.

Subscription fees, Valet Service fees, and storage fees shall be payable to Association using bill.com and any notices by Owner may be sent to the Association at the same address above, to the attention of the Association’s manager or by email to mailservices@22station.com.

Owner agrees to subscribe to Mail Service at Owner’s own risk. Owner assumes all risk of injury, damage or loss to Owner and/or Owner’s Unit and/or property in any way resulting from, arising out of, or in connection with the Mail Service and Owner’s subscription, including,

without limitation, any loss or theft of any personal property. Owner agrees on behalf of itself and its family, personal representatives, heirs, executors, administrators, agents and assigns, to release and discharge the Association and its directors, officers, members, employees and agents (collectively "Released Parties") from any and all claims or causes of action resulting from, arising out of, or in connection with Owner's Mail Service rental, known or unknown, except arising out of willful act of misconduct by the Association.

This agreement extends to any and all claims Owner has or later may have against the Released Parties resulting from or arising out of Owner's use of the Mail Service whether or not such claims result from negligence (except willful acts of misconduct) by the Released Parties.

Owner further agrees to waive all benefits flowing from any State statute which would negate or limit the scope of this agreement, including but not limited to Section 1542 of the California Civil Code, which provides: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known to him or her, would have materially affected his or her settlement with the debtor or released party."

Owner agrees to indemnify the Association for, and hold harmless and defend the Association from, any liabilities, claims, demands, or causes of action against the Association and any other expenses incurred by the Association, which arise from or are related to the use of, and/or access to, the Mail Service.

By signing this agreement, Owner certifies that Owner has carefully read this agreement, and fully understands it is an assumption of risk, waiver and release of liability, and that Owner is not relying on any statements or representations made by the Released Parties.

THIS A LIABILITY RELEASE – READ CAREFULLY BEFORE SIGNING

Owner's Signature _____

Date _____

Owner's Printed Name _____

Owner's Signature _____

Date _____

Owner's Printed Name _____

Attachment

Request for Valet Service Email to be sent to

frontdesk@palisadestahoe.com

Dear Madam or Sir,

Date: _____

Owner Name: _____

Unit Number: _____

Description of Mail Item:

Addressor (From): _____

Addressee Name: _____

Addressee Unit Number: _____

Description of Item: _____

I authorize Palisades Tahoe Hospitality/22 Station Owners Association Inc. to enter the Unit above and place the item described in the Unit. I agree to pay any applicable fees.

Name (Signature)

Date

Print Name