

PAVILION DUMPSTER LEASE

This Lease is entered into effective the 1st day of _____, between EAGLEVAIL METROPOLITAN DISTRICT, a quasi-municipal corporation ("District"), and EagleVail Property Owner/Resident/Guest _____ ("Lessee"), collectively referred to as "Parties".

WHEREAS, District operates a Pavilion with an enclosed trash dumpster on the premises for use by Pavilion renters; and

WHEREAS, Lessee requires residential trash service on days other than regularly scheduled neighborhood trash pick-up days by Vail Honeywagon or any other local trash pick-up service; and

WHEREAS, Parties desire to enter into the Lease, allowing for Lessee's use of *enclosed Pavilion trash dumpster* ("Dumpster") pursuant to the terms and conditions below.

NOW, THEREFORE, in consideration of the terms and conditions of this Lease, the sufficiency of which is acknowledged, Parties agree as follows:

1. Lease Terms. From the date of execution of this Lease through _____ and for fees paid to the District in the amount of \$40.00 per month, due and payable on the *first day of* _____, the District leases to Lessee the use of the Dumpster.
2. Use of the Dumpster shall be limited to Lessee. Under no circumstance shall Lessee permit use of Dumpster by anyone other than its family or guests, and that person shall not share Dumpster entry code with anyone other than its family or guests.
3. Use of the Dumpster shall be limited to residential trash only, by Lessee. Under no circumstance shall Lessee deposit construction trash, yard refuse (limbs, grass clippings, leaves), or large items such as appliances, computers, or televisions. Lessee shall be responsible for ensuring that all trash is properly placed in the Dumpster. If a bag or container breaks, Lessee shall clean up any fallen trash. Lessee shall secure the door to the Dumpster enclosure before leaving.
4. Indemnification. Lessee agrees to indemnify and hold District harmless against any claim, loss, liability or damage incurred to any person or property as a result of using Dumpster or any related use during the lease term.

EAGLEVAIL METROPOLITAN DISTRICT
A quasi-municipal corporation

EAGLEVAIL PROPERTY OWNER,
RESIDENT OR GUEST

Title: _____

By: _____

By: _____

Physical Address: _____

Mailing Address: _____

Telephone Number: _____

Amount Paid _____ Check No _____