

GATE ACCESS CODE AGREEMENT

Resident Name:

Property Address:

Email Address:

Preferred Code (**5 digits, not to exceed 64999**):

This Gate Access Code Agreement is entered into between The Willow Brook Metropolitan District, a Colorado quasi-municipal corporation and political subdivision (the “District”) and the owner or person authorized by the owner of the property named above, to enter into this Agreement on behalf the owner’s family, tenants, guests, or invitees (collectively referred to herein as “Grantee”). The District and Grantee are sometimes collectively referred to herein as the “Parties.”

EFFECTIVE DATE: This Agreement is as of the date shown below.

CONSIDERATION AND RECEIPT: This Agreement is entered into for the consideration of the representations, warranties, covenants, and agreements contained herein, and for other good and valuable consideration, including access to facilities that may be conditioned by District rule on the receipt of this signed agreement, payment of assessment, and payment for and/or receipt and programming of access codes, the receipt and sufficiency of which is hereby acknowledged.

AUTHORITY: The undersigned signatories to this Agreement hereby represent and warrant that they are legally authorized to sign this Agreement on behalf of the Grantee(s).

CONSENT TO ELECTRONIC SIGNATURE: Parties hereby agree and consent to use of an electronic signature in lieu of a wet signature and agree that such any signature or process in lieu of a wet signature is fully enforceable. Records of signed Agreements may be maintained by the District pursuant to the District’s records retention policy, and such records are fully admissible in any legal proceeding.

ASSUMPTION OF RESPONSIBILITY: By accepting and using the Ruby Ranch gate code issued to you by the District, you agree to maintain the confidentiality and security of your access code. You assume legal responsibility for all activities that occur within the boundaries of the District as a result of the use of the code issued under your account and accept all risks and liabilities of unauthorized access through the use of your code.

CANCELLATION AND REVOCATION OF ACCESS GATE CODE: If Grantee’s access code is used by multiple persons or at such a frequency or manner that the District or its agents, in their sole discretion, determine that it has been shared and that confidentiality and security of the access code has not been maintained, Grantee will be notified that the access code has been cancelled, and that a new access code has been assigned. A fee may be charged for this cancellation and assignment process. Neither the District nor its agents are liable for any inconvenience or loss resulting from such a cancellation. Repeated failure to maintain the confidentiality and security of an assigned access code may cause a revocation of Grantee’s ability to be assigned an access code. **USE OF ACCESS CODES GRANTED UNDER THIS AGREEMENT FOR PURPOSES OF PROVIDING ACCESS FOR SHORT TERM RENTALS IS EXPRESSLY PROHIBITED AND WILL RESULT IN REVOCATION OF GRANTEE’S ABILITY TO HAVE AN ACCESS CODE ISSUED.**

<p>Individual Property Owner/Grantee:</p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Date: _____</p>	<p>Willow Brook Metropolitan District</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>
<p>OR (if owner is a legal entity)</p>	
<p>Property Owner/Grantee:</p> <p>Name of Owner: _____</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>	