

## COLORADO TOWER

### PACKAGE ACCEPTANCE AUTHORIZATION AND LIABILITY AGREEMENT

As a requested service to tenants of Colorado Tower, Security will accept delivery of packages after normal business hours and hold such packages for tenant pick-up, if the tenant so authorizes Security by signing below and releasing, indemnifying and defending Cousins 3<sup>rd</sup> & Colorado LLC, Cousins Properties Incorporated, and Priebe Security from any liability for accepting, holding and storing the package(s). Please note that authorization to accept packages also applies to U.S. Postal mail; limited authorization is not permitted. Packages are defined as envelopes or other packaged material from the U.S. Postal Service, Federal Express, UPS, couriers and the like; specifically excluded are items such as laundry and dry cleaning, other than that through the Security service arrangement, food or grocery deliveries, animals, furniture and the like.

#### **I. Authorization and Liability Agreement for acceptance of packages and mail:**

I, \_\_\_\_\_, for and on behalf of \_\_\_\_\_ (tenant) occupying Suite # \_\_\_\_\_, do hereby authorize Security of Colorado Tower (Priebe Security) to accept mail and packages (given the limitations and exclusions named above) that arrive for me and to hold such items at the Security desk/office without liability of Priebe Security, Cousins 3<sup>rd</sup> & Colorado LLC and/or Cousins Properties Incorporated, whatsoever for maintaining, protecting, insuring, or safeguarding such items. I understand and acknowledge that loss from theft, breakage, failure to deliver, personal injury or property damage may occur, and that use of this service is solely at my risk. I do hereby release, hold harmless, and agree to indemnify and defend Cousins 3<sup>rd</sup> & Colorado LLC, Cousins Properties Incorporated and Priebe Security, their parent, subsidiaries and affiliated companies, their officers, directors and employees, licensees, agents and tenants from and against any and all claims, damages, liabilities, losses, injuries (including death), costs and expenses of any kind whatsoever (including but not limited to attorney's fees), arising out of, caused by, or in connection with the service, including and actual or alleged acts, omissions, negligence or fault of THE ASSOCIATION or Priebe Security, their agents, officers, directors, licensees or employees.

**I UNDERSTAND AND THAT BY SIGNING BELOW I AM AUTHORIZING THE ACCEPTANCE OF MAIL AND OTHER PACKAGES ADDRESSED TO ME AND THAT I AM WAIVING ANY CLAIMS I MAY HAVE OR MAY HAVE IN THE FUTURE AGAINST COUSINS 3<sup>rd</sup> & COLORADO LLC, COUSINS PROPERTIES INCORPORATED AND/OR PRIEBE SECURITY AND THEIR PARENT, SUBSIDIARY AND AFFILIATED COMPANIES, THEIR OFFICERS, DIRECTORS AND EMPLOYEES, LICENSEES, AGENTS AND TENANTS, PURSUANT TO THE TERMS OF THIS LIABILITY AGREEMENT.**

This form contains the entire agreement between the parties, and this agreement may not be altered by an oral agreement, written document or otherwise.

**I HEREBY CERTIFY THAT I HAVE READ ALL OF THIS LIABILITY AGREEMENT AND HAVE HAD THE OPPORTUNITY TO REVIEW THIS AGREEMENT AND FULLY UNDERSTAND ALL OF THE SAME. IN WITNESS WHEREOF, I HAVE EXECUTED THIS AGREEMENT THIS \_\_\_\_\_ day of \_\_\_\_\_, 2020 .**

\_\_\_\_\_  
**Tenant Name**