



DOCK OPTION AGREEMENT

The undersigned Tenant understands and agrees that the DENVER MERCHANDISE MART will receive packages, shipments and other materials on behalf of the Tenant and will hold, deliver to the Tenant's showroom in the DENVER MERCHANDISE MART or otherwise deal with any such shipments, merchandise or material **only if** such actions or services on the Tenant's behalf are at the risk of the Tenant and not at the risk of the DENVER MERCHANDISE MART. Therefore, the undersigned Tenant hereby releases and agrees to indemnify and hold harmless the DENVER MERCHANDISE MART as to any claim, damage, loss and/or expense for personal injury, illness, death or property damage (including loss of use) which might be claimed or sustained by Tenant's employees, visitor, and/or other agents not due, in whole or in part, to act or omission of the DENVER MERCHANDISE MART in connection with, or arising out of, the receipt, handling or delivery of goods on behalf of Tenant.

Insurance covering such goods and/or liability and any claims against the sender or carrier of such goods shall be the Tenant's sole responsibility. It is understood and agreed that any such receipt, handling and/or delivery services by the DENVER MERCHANDISE MART on behalf of the Tenant may be discontinued at any time by the DENVER MERCHANDISE MART giving thirty (30) days notice to the Tenant of such termination. It is further understood and agreed that the DENVER MERCHANDISE MART will provide such services only in exchange for payment of **\$30.00 per month** to it by the Tenant of a service charge which charge or charges may, if unpaid, be added to the rental for Tenant's space. It is also further understood and agreed that this service shall be for **a consecutive period of no less than a 6-months**. At the end of the 6-month period, the Tenant may discontinue the service by giving thirty (30) days written notice to the DENVER MERCHANDISE MART of such termination. The DENVER MERCHANDISE MART may change such service charge amount by posting or otherwise giving Tenant advance notice thereof.

Any default by Tenant under its Lease Agreement(s) with DENVER MERCHANDISE MART as to Tenant's permanent Mart showroom(s) shall constitute default hereunder as well.

"DENVER MERCHANDISE MART" and "Tenant" as used herein, refer to the owners and/or managers of the DENVER MERCHANDISE MART and to the Tenant as named in the Lease or Leases under which Tenant holds space in the DENVER MERCHANDISE MART complex now and in the future, and includes also their partners, officers, employees, agents, successors, legal representatives and assigns. This Release supplements said Lease or Leases under which Tenant hold or may in the future hold space in the DENVER MERCHANDISE MART complex.

Tenant has read this Release and the Lease or Leases under which Tenant holds space in the DENVER MERCHANDISE MART, understands the terms contained herein and therein, and voluntarily and with understanding of its significance, gives this Release in consideration of any and all services performed or to be performed by the DENVER MERCHANDISE MART in the receipt, handling and/or delivery of goods on behalf of the Tenant.

Signed and agreed this _____ day of _____, 20_____.

TENANT: _____ SHOWROOM #: _____

By:

Authorized signatory