

Last Name: _____

Locker No. _____



Private Storage Locker Argeement

Last Name	First Name	Middle Initial
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Street Address	City	State	Zip Code
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Phone	Email	Driver’s License No./State
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Emergency Contact:

Name	Phone	Email	Relationship
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_____ Facility (“**Facility**”) provides exclusive, private storage lockers for the convenience of its customers. Customers are permitted to store personal items as well as firearms in accordance with the terms of this Private Storage Locker Agreement (“**Agreement**”). The undersigned customer (“**Customer**”) hereby agrees to lease the above referenced Storage Locker, and agrees to the following terms and conditions:

1. **Term Period; Renewal.** The term of this Agreement will be sixty (60) days (“**Term**”), commencing on the date of signature by the Customer.
2. **Storage Fee.** The fee (“**Storage Fee**”) to use the Locker for sixty days is \$_____0_____. In the event that the Locker is still occupied on day 61, Facility will charge a \$15/day storage fee to the credit card on file until the contents are removed. If the contents are still present after ninety (90) days, they will be deemed to have been abandoned in favor of Facility (see section 12).
3. **Lock & Key.** All Lockers are equipped with locking devices. Facility will provide Customer two (2) keys for each Locker. Customer will be charged a \$35.00 re-key fee in the event of loss of keys.
4. **Use.** The Locker will be used only for the storage of personal items intended for the personal use of and belonging to the Customer. Lockers may not be shared by more than one individual Customer, except by family members of the same family unit. Customer shall have access to the

Private Storage Locker Argeement (continued)

Locker during Facility's normal hours of operation.

5. **Storage of Weapons.** Only those weapons identified on Schedule A may be stored in the Locker. All firearms must be properly cased and either unloaded or in locked condition with safety or trigger guard prior to storage. Customer will not uncase or un-holster weapons in the Locker area at any time.
6. **Prohibited Items.** Customer will not store any ammunition, hazardous materials, flammable liquids, explosives, or fireworks in the Locker at any time.
7. **Care of Locker.** Customer will take good care of the interior and exterior of the Locker. Customer will be permitted to install shelving and other decorative items to the interior of the Locker, provided Customer will be responsible for the removal of all such alterations and decoration, and the repair, painting, and restoration of the Locker so that upon expiration of the Lease Period of this Agreement, Customer will surrender the Locker to Facility in substantially the same condition delivered to Customer, normal wear and tear excepted. No alterations, decoration or other designation may be made to the exterior of the Locker, and Customer shall be responsible for the repair or restoration thereof.
8. **Non-Liability of Facility.** Customer acknowledges and agrees that the locker is not intended as a safe or vault, and that all property stored within the Locker shall be at the Customer's sole risk. The services provided by Facility under this Agreement are supplied strictly on an "as is" and "as available" basis, without any express or implied warranty, guarantee or other assurance of security, quality, reliability or functionality. Customer accepts all risk concerning suitability, use, performance, or non-performance. Facility makes no warranty, express or implied, and disclaims all implied warranties or merchantability and fitness for a particular purpose
9. **Rick of Loss.** Customer assumes all responsibility for Customer's personal property in the Locker and shall bear all risk of loss or damage to the contents, whether by loss, theft, damage, destruction or otherwise and by any cause whatsoever. Customer acknowledges that Customer is solely responsible for obtaining any insurance coverage for Customer's property to protect the contents against loss or damage.
10. **Assignment and Sublease.** The Locker may neither be assigned nor sublet to any other individual.
11. **Termination.**
 - a. Customer may terminate this Agreement at any time upon ten (10) days' written notice, however Customer acknowledges and agrees that no refund of any Storage Fees assessed will be paid to Customer and the Storage Fee outlined in Section 2 above shall not be affected by a termination hereunder if the contents of the Locker have not been removed.

Private Storage Locker Argeement (continued)

- b. Facility may terminate this Agreement and the Locker shall be returned to immediate control of Facility, if Customer fails to comply with any of the provisions of this Agreement within 15 days after Facility has mailed Customer written notice (delivered to Customer's address as specified above) to comply with such provisions.

12. Removal of Contents.

- a. Upon expiration, or earlier termination, of the Term, Customer will remove all contents of the Locker no later than the date upon which such termination is effective.
- b. Failure of Customer to remove all firearms immediately upon termination will result in Facility's removal and processing of such firearm(s) in accordance with state and federal laws, which may necessitate background checks to return such firearm(s) to Customer.
- c. If Customer does not empty the Locker within thirty (30) days following termination or ninety (90) days from the Agreement Start Date, the contents of the Locker, including firearms, will be deemed to have been abandoned in favor of Facility. In that event, Facility shall have the right to access and empty the Locker of all remaining contents and may dispose of the contents in accordance with local, state and federal laws, including Colorado and federal firearms laws and regulations, all costs of which, including background checks, will be the responsibility of Customer.

13. **Facility's Entry of Locker.** If Facility believes the Locker is being used to store items in violation of this Agreement, Facility may require Customer to permit Facility through its owners, employees or agents, access to the Locker for examination of its contents. Customer will immediately remove any items Facility deems in violation of this Agreement.

14. **Release and Indemnity.** Customer hereby releases, and agrees to indemnify and hold harmless Facility, its members, managers, employees, club officers, agents, representatives, attorneys, and independent contractors ("**Facility Parties**"), from any and all actions, causes of action, claims, charges, demands, losses, damages, costs, attorney's fees, judgments, liens, indebtedness and liabilities of every kind and character, whether known or unknown, including foreseen or unforeseen bodily injury and personal injuries and property damage that results from Customer's failure to comply, by act or omission, with any of the terms of this Agreement.

15. **Governing Law; Attorney's Fees.** This Agreement will be interpreted according to the laws of the State of Colorado. In the event of any action or proceeding brought by either party under this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its reasonable attorneys' fees and all reasonable fees, costs and expenses incurred for prosecution, defense, consultation, or advice in such action or proceeding.

Private Storage Locker Argeement (continued)

16. **Binding Effect.** This Agreement is binding upon Customer, and Customer’s successors, next of kin, heirs, guardians, and legal and personal representatives.

By signing below, Customer agrees that he/she has carefully read this Agreement and fully understand its content, and that the terms and conditions above shall continue in effect for the Leased Period and any renewal thereof.

Customer Signature

Date

Print Name

Customer Email

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Private Storage Locker Argeement (continued)

Schedule A Description of Firearms to be Stored

Type (handgun or long gun)	Manufacturer	Model	Caliber	Serial #
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Private Storage Locker Agreement (continued)

Schedule A Continued Description of Firearms to be Stored

Type (handgun or long gun)	Manufacturer	Model	Caliber	Serial #
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Type (handgun or long gun)	Manufacturer	Model	Caliber	Serial #
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