

HARRISONVILLE COMMUNITY CENTER



LOCKER RENTAL CONTRACT & TERMS

The Harrisonville Community Center ("HCC") hereby rents to the "Member" (non-members & 90-day members are not eligible), identified by their signature on this contract, the personal property described, subject to all the terms and conditions of this contract. The member acknowledges and agrees as follows:

- 1. INSPECTION:** Member acknowledges that he/she has personally inspected the locker and finds it is suitable for their needs, in good condition and they understand its proper use and agree to notify the HCC of any defects. Member also understands that the HCC reserves the right to inspect and or cut off a lock at any time if they deem it necessary to inspect the locker and or contents.
- 2. PROHIBITED:** Use of this locker for illegal purposes or in an illegal or improper manner is prohibited and constitutes a fundamental breach of this contract. "Improper Manner" also includes but is not limited to HCC rule violations. Alcohol, illegal items or substances, weapons, foods, drinks, combustible or perishable items are prohibited.
- 3. USE OF LOCKERS:** Locker may only be used by the member named on this contract. Storage of items or access by other individual(s) will be considered a fundamental breach of contract. Locker rental is active for as long as the HCC membership is active and current.
- 4. TIME OF RETURN:** The member's right to possession terminates upon a member's written notice of from non-payment of HCC annual membership, or on the anniversary date of the locker rental, whichever comes first. Although the annual HCC membership is continuous, the locker rental is not and must be paid annually. Possession after this time constitutes a fundamental breach of this contract. Items remaining in the locker past the termination or breach will be held 15 days and then disposed or turned over to goodwill or a local thrift store.
- 5. BREACH OF CONTRACT:** Breach of contract shall result in immediate termination of this agreement. Personal items remaining in the locker shall be held 15 days prior to disposal or sent to goodwill. The undersigned understands and acknowledges that a renter's sole and exclusive remedy in the event of injury, damage or breach of this agreement by the Harrisonville Community Center of City of Harrisonville shall be cancellation of this agreement.
- 6. DAMAGED LOCKERS & PERSONAL PROPERTY:** The member agrees to pay for any damage to or loss of any parts of the locker, as the insurer, regardless of cause, except reasonable wear and tear while locker is rented out from the HCC. Accrued rental cannot be applied against the purchase or the cost of the repair of damaged or lost parts of the locker. Lockers damaged beyond repair will be paid for at its replacement cost. Replacement costs will be charged after notification to the member to the charge account on file. Should the undersigned member's locker contents cause damage to the other lockers and/or personal property of others, the undersigned member agrees to pay for damage caused to locker(s) of other members, the damaged personal property contained therein of other members and the loss of any parts of the locker(s), as the insurer, regardless cause.
- 7. RENTAL FEES:** Rental fees will be \$40.00 per year per locker and must be paid in full. Lockers are available on a first come first serve basis. **NO** refunds shall be given. A written notice is required to voluntarily cancel.
- 8. RESPONSIBILITIES:** The HCC and its staff are not responsible for lost, damaged or stolen items from or within lockers.

I HAVE READ AND AGREE TO ALL THE TERMS STATED ABOVE AS ACKNOWLEDGED BY MY SIGNATURE BELOW

Print Name _____

Locker # _____

Signature _____

☐ Men's ☐ Woman's
Location (Check One)

Date _____

FOR OFFICE USE ONLY:

Staff Initials _____ Date Received _____