

**MT. SHASTA SKI PARK
SEASONAL LOCKER CONTRACT
2018/2019**

1. I hand you herewith the amount of \$135.00, which is the full price of one (1) Locker for the 2018/2019 Season.
2. I agree as user of this "Locker" and as a condition of being permitted to use facilities of the Mt. Shasta Ski Park the following:
 - A. **TERMS:** The undersigned hereinafter referred to as "Renter", hereby rents a Locker(s) from Mt. Shasta Ski Park, hereinafter referred to as "Company", for the above stated ski season. RENTER SHALL HAVE ACCESS TO THE LOCKER(S) COMMENCING ON MT. SHASTA SKI PARK'S OPENING DATE. SUCH ACCESS SHALL END NO LATER THAN FIVE (5) DAYS AFTER THE END OF SKI SEASON, unless earlier terminated or unless this Agreement is extended in writing. In the event this Agreement is not extended or renewed, Company shall have the right, at any time after August 15th 2019, to open the Locker and remove the contents therein and to store said contents at Renter's expense. Lockers not vacated by April 15th, 2019 will be charged a rate of \$25.00 per month. This amount is due prior to the beginning of the following ski season, or you will forfeit your renewal privilege.
 - B. **ASSUMPTION OF RISK:** Renter assumes all risk and waives all rights against Company for damage, loss, destruction, or theft from the Locker rented or of the contents therein from any cause whatsoever. Renter agrees to hold Company harmless from and to indemnify Company, its employees, officers, its parent, subsidiary and affiliated companies, and their respective agents, officers, directors, owners, contractors, volunteers, employees and insurers from any claim of damage, destruction, loss, or theft of any contents of said Locker, whether or not it is claimed that Company or its employees were negligent or unreasonably omitted to take action. Renter understands that any insurance for loss or damage to the contents of the Locker must be purchased by Renter, at Renter's cost, from Renter's personal insurance broker.
 - C. **DAMAGE TO OTHER LOCKERS:** Renter agrees to hold Company harmless and to defend any action that may be brought against Company by Renters of other Lockers or the contents therein, which loss, damage, destruction, or theft is claimed to have been caused by Renter or contents of Renter's locker
 - D. **RIGHT OF INSPECTION:** Company shall have the right to enter and inspect said Locker(s) at all times, and to remove the contents therein to prevent harmful, obnoxious or illegal use of Locker or if Renter is maintaining in said Locker any inflammable matter or other materials which would be prohibited by Company for such entry, inspection or removal of any such items which might be harmful, obnoxious or illegal. Items removed by Company which are illegal, Company shall forthwith deliver to the proper dispose of in any reasonable manner as determined by Company, including placing articles in a warehouse for storage (not to exceed thirty days) at Renter's expense. In the event a request is made for search of the Locker by any authority or official, Company is under no obligation to prevent the search, to determine the propriety of the search, or to notify Renter of the search.
 - E. **TERMINATION:** In the event harmful, obnoxious or illegal items are stored in said Locker, the Company may at its discretion terminate this Agreement and Renter shall have no rights against Company for termination.
 - F. **NO REFUND:** In the event this Agreement is terminated for any reason prior to the 30th day of April 2019, either because of a violation of the terms of the Agreement or at the election of Renter, Renter shall not be entitled to a refund.
 - G. **ATTORNEY'S FEES:** In the event of litigation between Renter and Company involving the renting of this Locker or any provision of Agreement or in the event those third parties commence litigation against company as a result of the use of this Locker by renter. Company shall be entitled, if it prevails in such litigation, to recover, in addition to its costs, a reasonable attorney's fee to be determined by the court.

- H. **ASSIGNMENT:** This Agreement shall not be assignable by Renter without written consent of Company being first obtained. In the event of a permitted assignment, all terms and conditions of this Agreement shall be binding upon assignees.
- I. **RELOCATION:** Company may, at its option, relocate the Locker, subject to giving Renter thirty (30) days prior written notice thereof.
- J. **REGULATIONS:** Company shall have the right to make and enforce any rules and regulations for the use of the Locker and Locker area that Company deems necessary in its judgment for the benefit of Company and Renter. Copies of such rules and regulations shall be posted in a conspicuous place in the locker area. Failure to comply with the rules and regulations governing use of Lockers and Locker area shall be deemed sufficient cause to terminate this Agreement at sole discretion of Company.
- K. **ACCESS:** DURING THE SKI SEASON, THE LOCKER ROOM IS OPEN DURING SCHEDULED HOURS ONLY AND WILL NOT BE OPENED AFTER POSTED HOURS. Lockers are not accessible during summer months.

Name (please print clearly) **Phone**

Mailing Address (please print clearly)

City **State** **Zip Code** **Locker #**

Signature of Applicant **Date**

Payment Information:

CC # _____ Exp Date ____/____ CV2 _____

Check # _____ Bank _____

Combination received by: _____
Name (please print clearly)

*** There will be a \$5.00 charge for all ski park locks not returned at the end of the 18/19 season.*

ACCEPTED BY: WINTUN DEVELOPMENT COMPANY
 DBA: Mt. Shasta Ski Park
 104 Siskiyou Avenue
 Mt. Shasta, CA 96067

Richard Coots,
 General Manager

Use of locker is authorized only under the terms of this Agreement and all provisions shall apply, even if a user has not signed the Agreement. Posting the Agreement by U.S. Mail to the Locker holder is deemed sufficient notice.