

## **Storage Locker Rental Agreement Terms & Conditions**

### **Request of a storage locker indicates agreement to the following terms and conditions:**

- Storage locker rentals are only available to current students, faculty, or staff.
- Storage lockers are rented on a one-semester, two-semester, or calendar-year basis.
- The storage locker Rental Fee is non-refundable. Failure to use the storage locker does not release the Renter from this Agreement.
- Storage locker rental charges will apply to the student account. Faculty and staff who rent a storage locker can remit payment in the Housing Office, lower level of Washakie Dining Center, by the first day of the rental period.
- Unauthorized use of the Renter's assigned locker may result in: (i) the termination of this Agreement without refund of the Rental Fee; and (ii) ineligibility for future locker rental through the Housing Office.
- Either party may terminate this Agreement at any time and for any reason upon ten (10) days prior written notice to the other party. No refund will be given if the renter terminates this agreement before the expiration of this Agreement. If the University terminates this Agreement prior to the Expiration Date, the Housing Office will provide a partial refund of the Rental Fee at the prorated amount of the remaining Rental Term; however, no refund will be provided in instances of unauthorized use of the Renter's assigned locker or Renter's breach of this Agreement.
- This Agreement will automatically terminate on the Agreement Expiration Date unless Renter pays the standard Rental Fee to renew the Agreement for the following Rental Term on or before five (5) working days prior to the Agreement Expiration Date. Upon renewal of this Agreement, Renter may retain the same key and the same locker.
- The key must be returned to the Housing Office on or before the Agreement Expiration Date, if Renter does not desire to renew the Agreement. If Renter does not pay to renew this Agreement upon the same terms and conditions stipulated herein and fails to return the key on or before the Agreement Expiration Date: (i) Renter will incur a \$50 re-key fee; and (ii) this Agreement will be terminated on the Agreement Expiration Date.
- If the key has been lost or stolen, Renter must promptly notify the Housing Office, in which case the Housing Office will replace the key for \$50.
- Any items remaining in the locker after the Agreement Expiration Date or termination of this Agreement will be removed by the Housing Office. Any personal property left in the locker after the expiration or termination of this Agreement will be processed in accordance with Wyoming Statute § 7-2-105.
- Renter is responsible for updating their contact information with the Housing Office should their contact information change during the Rental Term or any renewal term.
- All bike lockers are University property, and as such, the University reserves the right to perform maintenance and inspections on the lockers without notice to Renter or any other party.
- The University is not responsible for the loss, damage, or theft of Renter's personal

property.

- Renter agrees to indemnify, defend, and hold harmless the university, its trustees, officers, employees, agents, and representatives from and against any and all losses, liability, costs, and expenses arising out of or related to renter's acts or omissions on connection with, arising from or related to this agreement.
- Except for indemnification obligations and liabilities as specified herein, neither party shall be liable to the other party for any incidental, consequential, indirect, special, or punitive damages, even if such party was advised of the possibility of such damages.
- If any provision or a portion of any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not be affected or impaired in any way.
- No change, modification, amendment, alteration, or rescission of this Agreement shall be valid unless it is made in a written amendment and signed by both parties.
- No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.
- Renter agrees that the laws of Wyoming shall govern this Agreement. Any questions arising hereunder shall be construed according to such laws. This Agreement has been negotiated and executed in the State of Wyoming and is enforceable in the courts of Wyoming.