



# CITY PLACE CIGAR

Locker # \_\_\_\_\_

## City Place Cigar Locker Rental Agreement

Expires \_\_\_\_\_

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ Email \_\_\_\_\_

Home Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_ Fax \_\_\_\_\_

1. All lockers are the property of City Place Cigar.
2. All lockers are priced at: \$30 per month for a twelve (12) month contract. Lockers may be paid in full (\$360) at time of renewal. Payment for all terms are due and received in advance. Invoices will be sent on the 25<sup>th</sup> of each month for the following month. Payment is due on the 1<sup>st</sup> and late on the 5<sup>th</sup>. A late payment of \$5.00 will be assessed for any payments received after the 5<sup>th</sup> and a notice of default in payment will be sent via first-class mail or email, and is verification of notice. Any account that is not current by the 15<sup>th</sup> of the month shall be in default and have the contents of the locker cleared. If the locker is cleared by City Place Cigar, a fee may be assessed to reclaim the locker.
3. Lockers renew on November 1 of each year.
4. Lockers that are not renewed and Lockers that are not cleared within 5 days of the Locker Agreement's expiration will have contents removed. Articles kept for 15 days will be discarded. If the locker is cleared by City Place Cigar, a fee may be assessed to reclaim the locker.
5. Management reserves the right to inspect units at anytime.
6. City Place Cigar bears no responsibility for contents other than to maintain humidity and temperature.
7. Food should not be kept in the lockers. Items other than cigars must be approved by Management and approval shall not be unreasonably withheld. City Place Cigar may remove any unapproved items with or without notice at anytime.
8. Locker Users are expected and required to clear contents of their lockers at the end of the locker agreement (expiration date).
9. Proper care of the locker is the renter's responsibility. Defacing or damaging the locker by stickers, paint, marker, scratching, striking, or any other method are grounds for withdrawing the locker privilege and the patron may be charged the cost of any repairs or damage to the City Place Cigar property.
10. Damage to lockers or problems with locks should be promptly reported to City Place Cigar manager or owner.
11. Lockers may not be sublet.
12. The Locker Renter acknowledges that he/she has been advised that the storage of any items in the lockers of City Place Cigar is solely at his/her own risk. The Locker Renter hereby expressly assumes full responsibility for any and all damages to any items, or the loss of any item stored in the assigned locker. In the event of damage, the rental agrees, covenants and holds that City Place Cigar is not responsible and immune from any claims arising from said damage or loss. The Locker Renter also agrees to reimburse City Place Cigar and its employees for any and all legal fees and costs incurred by City Place Cigar in defending any action relating to the stored items.
13. Not adhering to any of these terms may result in withdrawal of locker privileges or other actions City Place Cigar deems appropriate. Refunds will not be issued if contract becomes void due to privileges being revoked.

**I have read the above statements and agree to the terms and conditions of the Locker Agreement.**

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Length of Rental** \_\_\_\_\_ **Fee Paid** \_\_\_\_\_