

# Surf and Work Board Storage Service

## TERMS of AGREEMENT

The undersigned hereby agrees to the following terms and conditions:

**1. TERM** The initial term is from the effective date of this Agreement to the date specified on your invoice/receipt. The effective date is the day of the month in which the Agreement is signed and/or payment is made. Thereafter the Agreement can be renewed annually, bi-annually or quarterly, as per the rental term, upon the timely payment of the renewal rent which must be paid in full upon notice of renewal, subject to conditions herein.

**2. Rental Fee.**

(1) \$45/mo for 3 month prepaid

(2) \$40/mo for 6 month prepaid

(3) \$35/mo for 1 year prepaid

**3. RENT.** The rent is due in advance either annually, bi-annually or quarterly, depending on the initial registration and the rental amount shall be as per the selection made on the Application Form. The rental fees are set by Guam Broadcast Services Inc. (dba Surf and Work). Surf and Work may change the rental fees by providing written notice of such change to Lessee no less than sixty (30) days prior to the end of their current rental period.

**4. REFUNDS.** There shall be no refunds credited for any unused period of the Locker Rental Term.

**5. LOCK & KEYS.** Lessee will furnish and be responsible for the lock and keys to their assigned storage locker. **Locks are also available for purchase from Surf and Work Systems for your convenience. Please contact Surf and Work for details.**

**6. USE.** Lockers are to be used SOLELY for the storage of surfboards or SUP boards belonging to Lessee. No other equipment or personal items, whatsoever, may be stored in the storage lockers. Lessee is not permitted in any way to rent surfboards or solicit rental or surf school business on the surfboard locker premises. Surf and Work shall have the right to remove,

without notice to Lessee or liability to Surf and Work, any non-surfboard item that is not authorized to be stored in, at or on the locker.

**7. ITEMS STORED.** All boards stored in the storage locker must be clean and in functioning condition. Nothing shall be stored that would violate Village & City, State or Federal legal statutes or any other bylaws or regulations of governmental authorities.

**8. ACCESS.** Surf and Work shall have the right to access the locker in case of emergency or for routine operation or maintenance of the racks. In the case of routine operation or maintenance of the racks, written notice shall be provided to Lessee where practical. In the unlikely event that Surf and Work must remove Lessee's lock for routine access, Surf and Work will replace said lock with another lock at no cost to Lessee.

**9. MODIFICATION.** Storage lockers may not be modified, altered, or changed in any way.

**10. DAMAGE.** Lessee is liable for any damage to Lessee's assigned storage locker or any other locker or other property of Surf and Work or other clients' property as a result of Lessee's negligence or misuse. It is furthermore understood that Lessee is solely liable for any damage to its personal property (surfboard, standup paddle board, board cover, fins, leash, etc) and the use of the lockers are at Lessee's sole risk.

**11. ASSIGNMENT & SUBLEASE.** The storage lockers may neither be assigned nor sublet.

**12. TERMINATION.** This Agreement will automatically terminate and the locker returned to the control of Surf and Work Systems if:

**a.** The rent remains unpaid for 30 days after rent becomes due; or,

**b.** Lessee fails to comply with any of the provisions of this Agreement within 15 days after Surf and Work has given Lessee written notice to comply with any of the aforesaid provisions. Surf and Work shall give Lessee notice of its intention to terminate this Agreement for non-compliance of any of the aforesaid provisions by sending a certified letter to Lessee's last known address. The 15 days will commence upon the date of the mailing of the letter. Compliance includes payment of Surf and Works' fees and expenses incurred in enforcement of the aforesaid provisions.

**13. REMOVAL OF CONTENTS.** Upon the termination of this Agreement due to non-payment, Surf and Work may have the surfboard locker's contents removed from the locker to a storage area of Surf and Works' choosing without notice. Thereafter, said contents may be disposed of by Surf and Work with the cost of disposal to be borne by the Lessee, provided that Surf and Work has given Lessee notice of its intention to do so by sending a certified letter to Lessee's last known address, giving the Lessee 30 days within which to retrieve its belongings. The 30 days will commence upon the date of mailing of the letter. Lessee may retrieve its belongings within 30 days provided Lessee pays to Surf and Work all due fees and costs, including appropriate storage charges.

**14. HOLD HARMLESS.** Lessee acknowledges that it has been advised that the storage of any surfboard in the Surf and Works' surfboard lockers is solely at their own risk. Lessee hereby expressly assumes full responsibility for any and all damage to any personal items, or the loss of any personal item stored in Lessee's assigned locker, and agrees and covenants and holds Surf and Work, its employees and its Board of Directors harmless from any claims arising from said damage or loss.

# APPLICATION

I, \_\_\_\_\_, have received, reviewed, understand and initialed the Surf and Work's TERMS OF AGREEMENT pertaining to the rental and use of the SUP/surfboard lockers. ANY VIOLATION OF THESE TERMS WILL RESULT IN THE LOSS OF PRIVILEGE TO RENT AND USE SURFBOARD RENTAL LOCKERS.

• PAYMENT PLANS \*Please select from below

- ANNUAL \$420 (\$35/month)
- BI-ANNUAL \$240 x 2 (\$40/month)
- 3 MONTH \$45/ month

• PAYMENT METHOD \*Please choose one

- Credit Card
- Check
- Cash

DATE: \_\_\_\_\_

\_\_\_\_\_

Name

\_\_\_\_\_

Signature

\*\*\*\*\*Official Use Only\*\*\*\*\*

Sales Person: \_\_\_\_\_

Deposit / Prepaid Received: \$ \_\_\_\_\_

Commnts: