

## Colorado State University Police Department

### Storage Agreement

Name: \_\_\_\_\_ CSU ID #: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Address (Street/City/State/Zip Code):

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E-mail: \_\_\_\_\_ Phone: \_\_\_\_\_

This Storage Agreement (“Agreement”) is entered into on \_\_\_\_\_, 20\_\_ (the “Effective Date”), by and between The Board of Governors of the Colorado State University System, acting by and through Colorado State University for the benefit of the Colorado State University Police Department (“CSU”), and the CSU Student or CSU Staff member identified above, hereinafter referred to as the “Occupant.”

1. Use of a Storage Locker. CSU agrees to provide the Occupant with the exclusive use of storage locker number \_\_\_\_\_ (the “Locker”), which is located on the Colorado State University Police Department (“CSUPD”) premises.

2. Contents. The Occupant intends to store the following in the Locker:

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3. Access to the Contents. During the term of this Agreement, the Occupant may access the Locker and its Contents during CSUPD’s normal hours of operation. The Occupant must present valid identification in order to be permitted access to the Locker and its Contents. The Occupant acknowledges and agrees that any access to the Locker must be supervised by CSUPD personnel.

4. Use Fee. In exchange for use of the Locker, the Occupant shall pay a one-time fee of twenty dollars (\$20.00).
5. Term. The Term of this Agreement is from its Effective Date until July 31, 2015. Upon the expiration of the Term, the Occupant must remove all Contents from the Locker. CSU reserves the right to terminate this Agreement at any time, without cause, by providing notice to the Occupant and a *pro rata* refund of the use fee.
6. Ownership; Possession; Self-Storage. The Occupant represents and warrants that the Occupant owns the Contents that will be stored in the Locker. The parties acknowledge and understand that the Occupant shall at all times retain possession of and over the Contents even while the Contents are stored in the Locker. This Agreement merely provides the Occupant with the opportunity for self-storage of the Contents in the Locker.
7. Disclosure; No Hazardous Materials. The Occupant acknowledges and agrees to identify and disclose to CSU, in advance, all items that will be stored in the Locker. The Occupant acknowledges and agrees that no hazardous or explosive materials shall be stored in the Locker.
8. Risk of Loss; Insurance. The Occupant agrees to assume all responsibility for the Contents and shall bear all risk of loss or damage to the Contents, whether by loss, theft, damage, destruction or otherwise and by any cause whatsoever. The Occupant acknowledges that the Occupant is solely responsible for obtaining any insurance coverage for the Contents to protect the Contents against loss or damage.
9. Indemnification; Limitation of Liability. The Occupant shall indemnify, defend and hold harmless CSU, its governing board, employees, and agents against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, arising from or related to any act or omission by the Occupant related to the Contents or otherwise arising from or related to this Agreement. In no event shall CSU be liable to the Occupant or any other person for any indirect, incidental, consequential or punitive damages, for any matter arising out of or relating to this Agreement and its subject matter, whether such liability is asserted on the basis of contract, tort or otherwise, even if it has been advised of such damages. CSU's total liability for any direct damages shall be limited by and shall not exceed the total fees paid by the Occupant to CSU under this Agreement. The Occupant agrees that if CSU breaches any provision of this Agreement, the Occupant's sole and exclusive remedy shall be to request and obtain a refund of the fee paid by the Occupant to CSU under this Agreement.
10. Governmental Immunities. The University is a state government institution governed by the Colorado Governmental Immunity Act, Colo. Rev. Stat. § 24-10-101, *et seq.* (the "Act"). Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver,

express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Act , as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of the Act, as now or hereafter amended, which provisions are hereby incorporated and made a part of this Agreement.

11. Disclaimer of Warranties. The services provided by CSU under this Agreement are supplied strictly on an “as is” and “as available” basis, without any express or implied warranty, guarantee or other assurance of quality, reliability or functionality. The Occupant accepts all risk concerning suitability, use, performance or non-performance. CSU makes no warranty, express or implied, and disclaims all implied warranties or merchantability and fitness for a particular purpose.

12. Force Majeure. CSU shall not be liable to the Occupant for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if such delay or failure is caused by "force majeure." As used in this Agreement “force majeure” means acts of God; acts of the public enemy; acts of the State and any governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; unusually severe weather or power failure.

13. Abandonment. If the Occupant fails to retrieve the Contents upon expiration of the Term and leaves the Contents in the Locker, such property shall be deemed to have been abandoned in favor of CSU. If such abandonment occurs, CSU will make a reasonable attempt to notify the Occupant, and thereafter CSU may either charge an additional fee of twenty dollars (\$20.00) to the Occupant’s university account and CSU may dispose of the Contents as it sees fit.

14. Independent Contractors. Each party and its governing board, officers, directors, employees, and agents are independent contractors in relation to the other party with respect to all matters arising under this Agreement. This Agreement shall not be construed to create any partnership, joint venture, nor other agency relationship between the parties, who are independent of one another. By entering into this Agreement, the Occupant shall not be considered employees of the University for any purpose whatsoever, and are not entitled or eligible for any employment benefit or compensation from the University, for example, medical benefits, retirement benefits, or worker’s compensation coverage.

15. Compliance with Law. Each party agrees to comply with all applicable federal, state and local laws.

16. Choice of Law; Jurisdiction; Venue. This Agreement shall be governed by the laws of the State of Colorado, without regard to the conflict of laws provision thereof.

All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado District Court, and exclusive venue shall be in the County of Larimer.

17. Entire Agreement; Amendment. This Agreement shall constitute the final, complete, entire and exclusive understanding of the parties and shall supersede all prior or contemporaneous agreements, discussions, representations, and understandings, whether oral or written, between the parties respecting the subject matter hereof and cannot be amended, modified, waived or discharged except in writing signed by both parties.

18. Waiver. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.

19. Severability. In the event that any provision of this Agreement is held unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Storage Agreement.

THE BOARD OF GOVERNORS OF  
THE COLORADO STATE UNIVERSITY  
SYSTEM, acting by and through  
Colorado State University

OCCUPANT

By: \_\_\_\_\_

Name/Date

APPROVAL:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Scott Harris, Chief  
Colorado State University Police Department