

COACHELLA LOCKER SERVICE CONTRACT

This contract shall not constitute an acknowledgment, consent, recognition, admission, or acceptance of value by **TROPHY LOCKERS, INC.** (hereinafter called **TROPHY LOCKERS**) of any property stored at its Indio, California facilities. Use of the Indio, California Storage Facilities owned and/or operated by **TROPHY LOCKERS** shall be construed as consent to ALL terms of this contract and ALL terms of use as posted on or near the storage facilities and locker service equipment. This contract shall not be modified except in writing by a duly authorized representative of **TROPHY LOCKERS**.

TROPHY LOCKERS has limited hours of operation. Retrieval of stored property shall only be made during such hours. **TROPHY LOCKERS is not a BANK. The lockers are not safe deposit boxes.** Items of extraordinary value should not be stored at **TROPHY LOCKERS**. Customers are advised to rent a safe deposit box at a BANK to store items such as, but without limitation, wallets, cash, jewels, and/or art objects.

TROPHY LOCKERS assumes no liability whatsoever for items such as, but without limitation, wallets, jewels, cameras, computers, antiques, art objects, weapons, medicine, documents, perishable goods, live plants or animals, loss of cash, nor incidental or consequential losses involving, but not limited to, missed airline flights (or other transportation), or loss of employment or loss of business and shall not be liable for loss of property due to customer's loss of locker key. Customer understands and agrees that customer is renting a specific locker space only and possesses the only patron key for in/out access of that locker space. Under no circumstances whatsoever shall a bailment be created between any customer and **TROPHY LOCKERS. In no event shall the liability of TROPHY LOCKERS exceed One Dollar (\$1.00).**

The storage of weapons, welding equipment, flammable, explosive or any other inherently dangerous material is strictly prohibited. If possession of any item is illegal or prohibited by Event Policies, storage of that item is prohibited. No items shall be stored in violation of any order or requirement imposed by any governmental agency or in violation of any law. All items left for storage are subject to visual or hand examination by **TROPHY LOCKERS** and/or law enforcement officials at any time and without prior notice. All personnel of **TROPHY LOCKERS** including, but not limited to, employees, agents, and/or contractors shall be held harmless for performing such duties or following the written or verbal orders of any governmental authority.

Customer must have a valid ticket to the Coachella Country Music and Arts Festival to access the lockers. The locker patron key is the only customer claim check and entitles the bearer to in/out privileges at no extra charge. Only one patron key will be issued per locker. Sharing of locker or locker key is not recommended. **TROPHY LOCKERS shall NOT be liable for any loss due to sharing of locker or locker key.** Entry into the locker without locker key will require positive identification of the Lost Key Claimant, absolute proof of contents ownership, and payment of an additional service fee. **NO EXCEPTIONS.**

The locker patron key remains the sole property of **TROPHY LOCKERS** at all times and a Refundable Locker Patron Key Deposit of Twenty **Dollars (\$20.00)** is required prior to issuance of the locker patron key and the locker storage space. The patron key deposit is fully refundable upon return of the patron key in good condition at the end of the Contracted Storage Period. A twenty-dollar (\$20.00) penalty shall be assessed if the locker patron key is lost. Payment of Lost Key Penalty, and **ALL** storage charges will be required prior to replacement of the lost patron key.

All storage charges are payable in advance. **NO REFUNDS OR EXCHANGES.** The term of this contract begins when the locker patron key is returned to **TROPHY LOCKERS** and/or forfeits or collects the refundable patron key deposit from **TROPHY LOCKERS** -whichever occurs first. Refunds are **NOT** permitted for early termination of the Contracted Storage Period. The Contracted Storage Period shall **NOT** be prorated.

All storage charges are payable in advance and will continue to accrue at the applicable overtime storage rate until all left property is

retrieved by customer. Overtime Storage Charges shall be calculated at the overtime rate of **Twenty-five Dollars (\$25.00) per Calendar Day** upon the expiration of the Contracted Storage Period.

Items left after termination of the Contracted Storage Period shall be subject to removal and disposal. Any property left after termination of Contracted Storage Period shall be subject to a lien by **TROPHY LOCKERS** and may be sold to satisfy the lien if the overtime storage charges and/or other charges due hereunder remain unpaid for fifteen (15) consecutive calendar days after expiration of the Contracted Storage Period. The amount of the lien shall include all costs and expenses including, but not limited to, overdue overtime storage charges, lock/key replacement penalties, attorneys' fees, court costs and other expenses incurred by **TROPHY LOCKERS** in exercising any of its rights and remedies under law.