



**BICYCLE LOCKER USE AGREEMENT –
IRVINE STATION
15215 BARRANCA PARKWAY, IRVINE, CA 92618**

This Bicycle Locker User Agreement (Agreement) is made by and between the City of Irvine (City) and Bicycle Locker User (User) in accordance with the following terms and conditions. User must be at least 18 years of age.

Security Key Deposit

A security key deposit must be paid in the amount of **\$50.00** to initiate use of a Bicycle Locker.

User Fee

A locker user fee of **\$30** must be paid *every six months* to retain use of the Locker. A renewal notice will be sent and those interested must complete the renewal application and pay the \$30 fee by July 1 and January 1. Failure to pay the locker user fee by the due date will result in loss of use of the locker.

Key Issuance

One key will be issued to User upon receipt of this Agreement security key deposit, and user fee. User may not copy or duplicate key. Replacement of lost key will require the use of the deposit for re-keying and user will need to pay a new deposit to retain use of the locker.

Use and Storage

This Agreement is for the exclusive use of a Bicycle Locker, as assigned by the City, at the Irvine Station. User may not assign, rent, or permit any other person to use the assigned Bicycle Locker. Bicycle Locker shall be used for the sole purpose of storing one bicycle, or one non-combustion vehicle/moped, and related accessories. Storage of any other material is strictly prohibited.

Maintenance Requirements

Bicycle Locker will be maintained in clean and good condition, and free of debris, at all times. User must immediately provide written notice to the City of any damage, malfunction or repair needed. User shall not modify or alter the assigned Bicycle Locker. A Damage/Repair fee will be deducted from the security key deposit if the Bicycle Locker is damaged or requires cleanup beyond normal wear and tear.

Release of Liability

City is not responsible for any injuries, losses, theft or damages arising from or relating in any way to the use of assigned Bicycle Locker. User assumes all risks of, and releases the City and its employees from, any liability for such injuries, losses, theft or damages that may occur, whether foreseen or unforeseen.

Inspections

User agrees that no part of the interior or exterior of the assigned Bicycle Locker is considered private space and that there is no expectation of privacy as to anything placed in or on the locker. User acknowledges and agrees that the City may inspect the assigned Bicycle Locker at any time with or without cause or prior notice.

Termination by User

User may at any time terminate this Agreement by providing seven (7) days written notice to City of User's intent to terminate. Upon such termination of Agreement, User shall remove all items from the assigned Bicycle Locker and return the key to the Security officer at the Station. The City shall promptly inspect the Bicycle Locker and, upon confirmation that the locker is in clean, rentable condition, the City shall refund the security key deposit within sixty (60)

days of return of the key and any pro-rated portion of the user fee paid for the number of complete months remaining for that semi-annual period (\$5 per complete month). No refund is given for partial months.

Termination by City

The City may at any time terminate this Agreement at its sole discretion or for convenience by giving fifteen (15) days written notice of termination, without any further obligation to User on the part of the City. Notwithstanding the foregoing, the City may terminate this Agreement immediately for the breach of or non-compliance of User with any of the aforementioned terms and conditions. The City shall provide fifteen (15) days written notice of termination. If User is not in breach, the City will return the deposit and any pro-rated portion of the user fee paid for the number of complete months remaining for that semi-annual period (\$5 per complete month). No refund is given for partial months.

Disposal of Property

In the event of termination of this Agreement, User shall remove all property from the assigned Bicycle Locker. The City will take possession of any remaining property and will dispose of such abandoned property in accordance with the City's rules and regulations and any applicable laws.

Release of Liability

I acknowledge that the City of Irvine ("City") is granting a revocable permit to use a bicycle locker at the Irvine Station. In consideration for such use, I hereby release the City, its employees, members or agents of any responsibility or liability for any injuries, losses, theft and/or damages, whether foreseen or unforeseen, arising from or relating in any way to the use of the assigned Bicycle Locker and indemnify them against any loss, cost or damage incurred.

Agreement

I have read and understand the terms of this Agreement and I agree to the terms.

Signature: _____ Date: _____, 20__

Payment & Form Submittal

Mail: Mike Davis, City of Irvine, PO Box 19575-PW, Irvine, CA 92623-9575
Scan and E-mail: mdavis@cityofirvine.org
Walk-in: City of Irvine, Department of Transportation, 2nd Floor, 1 Civic Center Plaza, Irvine (Mike Davis)
Fax: (949) 724-7517
Questions: (949) 724-6288

Payment Method –

Total Deposit: \$ \$50 (\$50.00 Security Key Deposit)
User Fee: \$ \$5/month (**\$30** for 6-month period or portion thereof)

Check # _____ (Make payable to "City of Irvine"; include copy of this form with check; mail or walk in)

Cash \$ _____ (City Hall walk-in only; include copy of this printed form with your payment)

Credit Card _____ (Scan and e-mail this form to Mike Davis; do not include your credit card number on this form. You will receive information on how to complete payment with the City cashier.)

Bicycle Locker User Information

User must provide current contact information with the City at all times. Email and contact information will be retained for the exclusive use of administrating Bicycle Lockers at the Irvine Station and will not be distributed for any other purposes unless User's permission is provided.

Please print all information and fill out completely.
Complete if new, upon renewal, or if information changes.

Last Name		First Name	
Street Address		City	Zip Code
Home Phone		Cell Phone	
Email			

Bicycle Locker Information (Staff Use):

Bicycle Locker #:		Key Serial #:		Start Date:	
Key Issued By:					
Key Received By:					

Signature

Key Return Date:	
Returned Key Received By:	

Signature