

# BICYCLE LOCKER APPLICATION/RENTAL AGREEMENT

LOCKERS ARE FOR THE USE OF PROGRAM PARTICIPANTS FOR THE STORAGE OF BICYCLES AND COMMUTE ACCESSORIES ONLY.

Complete sections 1-3 and 13 and mail to:

City of Alameda, P.W. Dept.  
950 West Mall Square  
Alameda, CA 94501  
Attn: Barry Bergman

1. Name

2. Address

3. Telephone Work (\_\_\_\_) \_\_\_\_\_ Home (\_\_\_\_) \_\_\_\_\_

4. Lockers Requested at: FRUITVALE BART STATION

5. Locker Key Deposits Required - Total = \$25.00

6. READ BUT DO NOT COMPLETE SECTION 6.

You have been assigned Locker No. \_\_\_\_\_ at FRUITVALE BART STATION. This agreement does not expire unless terminated as set forth herein.

7. The participant may terminate this agreement by notifying the City of Alameda in writing, or in person, of intent to terminate.

8. Notwithstanding the provisions of Sections 6 and 7, the City of Alameda or BART may, at any time, terminate this agreement for any cause upon 7 days' prior written notice.

9. Upon termination of the Agreement, the key deposits will be refunded upon return of the keys. If the locker keys are not returned upon termination of this Agreement, the City of Alameda or BART may recover possession of the lockers, retain the key deposit, and dispose of any property remaining in the lockers in accordance with the law.

10. The undersigned represents that he or she is a Bicycle Locker Program Participant and the lockers will be used for the storage of a bicycle and commute accessories only. The locker shall not be used in, or in connection with, any activity prohibited by law.

11. **THIS AGREEMENT LIMITS OUR LIABILITY - READ IT CAREFULLY.** This agreement entitles the participant to store one bicycle and commute accessories in the above designated lockers for the time period indicated herein. **STORE BICYCLE PROPERLY AND LOCK LOCKER.** The City of Alameda and BART are not responsible for fire, theft, loss or damage to any article left in the locker. Participant shall hold harmless, defend, and indemnify the City of Alameda and BART and their directors, officers, Councils, agents, representatives, and employees from any liability of any nature arising out of participant's use of the lockers.

**12. The Undersigned waives any claim to the right to privacy and expressly consents to allow the City of Alameda or BART to open and inspect the locker and the contents thereof at any time without prior notice: in an emergency; to determine whether a health or safety hazard exists; or to determine whether any term of this Agreement is being violated.**

THIS CONSTITUTES THE ENTIRE AGREEMENT, AND EXECUTION OF IT CONSTITUTES ACKNOWLEDGEMENT BY THE PARTICIPANT THAT THE PARTICIPANT HAS READ AND AGREES TO THE FOREGOING. THE PERSON SIGNING THIS AGREEMENT MUST BE 18 YEARS OF AGE OR OLDER.

13.

Signature

Date

Please return all copies - you will receive a copy in the mail showing your locker number.