

BICYCLE LOCKER USER AGREEMENT

 <p style="text-align: center;">Northern Virginia Bicycle Locker Program 4975 Alliance Drive Fairfax, VA 22030</p>	<p style="text-align: center;"><i>This section for VDOT use only:</i></p> <p>Application Type: <input type="checkbox"/> <i>New</i> <input type="checkbox"/> <i>Renewal</i></p> <p>Park and Ride Location:</p> <p>Locker Number:</p>	<p style="text-align: center;"><i>This section for VDOT use only:</i></p> <p>Check <input type="checkbox"/> Money Order <input type="checkbox"/></p> <p style="text-align: center;"><i>Payment received by the signatory below on behalf of the Commonwealth of Virginia:</i></p> <p>Signature _____</p> <p style="text-align: right;">Date _____</p>
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Full Name:	(First, Middle, Last)
Address:	
Telephone:	(Day) (Evening) (Cell)
Date of Birth:	
Driver License:	(State, number) (Expiration)
Email Address:	

THIS AGREEMENT is entered into between the Commonwealth of Virginia, hereinafter referred to as "the Commonwealth", and the following user of a bicycle locker who must be at least 18 years of age, hereinafter referred to as "User".

In consideration of the benefits of using a bicycle locker and the mutual covenants contained herein, the Commonwealth and the User agree as follows:

- 1. User Information.** The User agrees to provide accurate information regarding name, address, telephone, date of birth, and drivers license. The User must notify the Commonwealth within thirty (30) working days of any changes to address, telephone, or User's name.

- 2. Locker Program Manager.** The Commonwealth, or any other organization designated to administer the locker program, herein after referred to as "Locker Program Manager," shall be authorized to administer this Bicycle Locker Agreement and shall be authorized to exercise on the Commonwealth's behalf all the rights or actions specified in this Agreement.

- 3. Deposit and Fees.** This Agreement commences on____and expires on____unless the Commonwealth receives payment for an additional year within ten (10) days prior to the expiration date. User agrees to pay a non-refundable annual \$60 user fee plus a \$40 refundable deposit to the Locker Program Manager in connection with signing this Agreement. The user also agrees pay a one-time application fee of \$20. The deposit shall be retained by the Locker Program Manager and refunded to the User upon expiration or revocation of this Agreement provided, within the time allowed under this Agreement, the key is returned, the interior of the locker is clean, and the locker has not been damaged. The User may terminate this agreement at any time and request the deposit refund by returning the locker key along with written notice of termination to the Locker Program Manager. User fee is not pro-rated. All or a portion of the deposit may be kept to contribute toward the cost of cleaning, repairing, or replacing the key, lock or locker. No interest on the deposit shall be paid to the User. User will be issued one key and agrees that no duplicates will be made.

- 4. Right to Inspect.** The User agrees that no part of the interior or exterior of the assigned locker is considered private space and that there is no expectation of privacy as to anything placed in or on the locker. The User hereby

acknowledges and agrees that the Commonwealth, the Locker Program Manager, and their respective employees, agents, or representatives may inspect the locker at any time with or without cause or prior notice.

5. Responsibilities. It is the responsibility of the User to keep the interior of the locker free of debris and any other material that may contribute to the attraction of insects, vermin, etc. The Commonwealth shall have the responsibility of maintaining the locker exterior, including the structure, pavement and any landscaping.

6. Release of Liability. The Commonwealth is not responsible for any fire, theft, loss, or damage to the User's bicycle along with other bicycle-related equipment stored in the locker. Further, User assumes all risks of, and releases the Commonwealth, the Locker Program Manager and their respective officials, employees, and agents from, any liability for any harm, injury, damage, theft or loss that may occur, whether foreseen or unseen, arising out of the use of the locker or any actions taken pursuant to this Agreement. User agrees to defend, indemnify, and hold harmless the Commonwealth, the Locker Program Manager and their respective officials, employees, and agents from and against any and all claims, demands, suits, judgments, damages and liabilities of any kind whatsoever, including, but not limited to, attorney's fees, which arise out of, or are in any way related to the use of the locker or any actions taken pursuant to this Agreement.

7. Permitted Uses and Disposition of Property. The User agrees that this Agreement may not be transferred to any other person. The assigned bicycle locker shall be used only for the purpose of storing bicycle and bicycle-related equipment which can be reasonably contained within the locker such as a helmet, jacket or other outer clothing, pack, pump and other cyclist equipment, Use of the locker for storing chemicals, food/beverages, firearms, explosive or flammable substances, controlled substances, and animals is strictly prohibited. In the event items other than those specifically permitted are stored in the locker, the Commonwealth reserves the right to terminate this, and any, Agreement with the User immediately. Upon such termination, the Commonwealth has the right to empty the locker of any property stored within. In the event this Agreement is revoked under Section 8 or expires under Section 9, the Commonwealth, the Locker Program Manager and their respective employees, agents or representatives shall take possession of any locker contents. Any property permitted under this Section shall be held for fourteen (14) days after the effective date of the revocation or expiration. Thereafter, the Commonwealth, the Locker Program Manager and their respective employees, agents, or representatives shall dispose of all such contents as unclaimed property.

8. Revocation. This Agreement is revocable at will by the Commonwealth, with or without cause. The Commonwealth will promptly notify the User of the revocation in writing. The User must return the key and remove all items from the locker within thirty (30) calendar days from the mailing date of the notice, unless revocation is related to a violation of this Agreement. After the passage of such revocation date, or immediately if the revocation is related to a violation of this Agreement, the User shall be deemed to have waived a refund of the deposit and abandoned any property not removed from the locker.

9. Expiration. Upon expiration of the term of this Agreement, it shall be deemed revoked by the Commonwealth. The key must be returned and the contents of the locker removed by the expiration date or the User shall be deemed to have waived a refund of the deposit and abandoned any property not removed from the locker.

10. Other Remedies. The Commonwealth reserves the right to pursue all rights and remedies available to the Commonwealth at law or equity. The User agrees to pay the Commonwealth its reasonable expenses and attorney's fees arising from any action or proceeding related to this Agreement or for collection of any amounts due the Commonwealth.

11. Entire Agreement. This constitutes the entire agreement between the parties. No modification or amendments to this Agreement shall be made unless in writing and signed by both parties.

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

(Signature)

(Date)

Return the completed agreement, signed and dated, to the Bicycle Locker Program Manager, VDOT Transportation Planning, 4975 Alliance Drive, Fairfax, VA 22030

