

Bike Locker Permit and Release Agreement



THIS AGREEMENT is entered into between the City of Salem and the following user of a bicycle locker, hereinafter referred to as "User."

Name _____ Home Phone _____

Address _____ City _____ Zip _____

Employer _____ Work Phone _____

Address _____ City _____ Zip _____

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

I have read and I understand the terms and conditions of this agreement and agree to them.

Signature Date _____

City of Salem

By _____ Date _____

Payment received by the above signator on behalf of the City of Salem:

Cash \$ _____

Check \$ _____ Check # _____

1. Locker Rental. The City of Salem grants to user a revocable, nontransferable permit to use Bicycle Locker No. _____ and Key No. _____ for the period that begins on _____ and expires on _____. User agrees to pay the City of Salem \$18.00 for three months/\$30.00 for six months for the use of the locker. User may request renewal of said Permit for successive periods, the granting of which is subject to the City of Salem's sole discretion.

2. Locker Program Manager. The City of Salem, or any other organization as may be designated to administer the locker program, shall be referred to as the "Locker Program Manager," shall be authorized to administer this Bicycle Locker Permit and shall be authorized to exercise on behalf of the City of Salem all the rights or actions specified in this Agreement.

3. Deposit. User agrees to pay a \$45.00 refundable deposit to the Locker Program Manager in connection with signing this Permit Agreement. Said deposit shall be retained by the Locker Program Manager and refunded to the User upon expiration or revocation of this Permit 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 by the User. All or a portion of the deposit may be kept to contribute toward the cost of cleaning, repair or replacement. No interest on the deposit shall be paid to the User. Only one key is issued and the User agrees that no duplicates will be made.

4. Permitted Uses of the Locker. The User agrees that this Permit may not be transferred to any other person and the permission to use the bicycle locker extends only to the User. The assigned bicycle locker shall be used by the User only for the purpose of storing a single bicycle and bicycle-related equipment, such as a helmet, jacket or other outer clothing, a pack, a pump and other cyclist equipment which can be reasonably contained within the locker. All other uses are prohibited including, but not limited to, placing animals, chemicals, food and beverages, firearms or any explosive or flammable substances in or on the locker, placing anything in or on the locker which is a controlled or regulated substance or a danger to life, limb or property or using the locker in any way as to cause a nuisance or disturbance. User agrees that he/she shall not attach or affix anything to the interior or exterior of the locker. User agrees to keep the locker clean and locked at all times when not accessing its contents. User agrees that he/she shall comply with all applicable laws and any rules, regulations or instructions which may be issued by the City of Salem or the Locker Program Manager. Failure to comply with the terms of this Permit Agreement shall be cause for revocation of this Permit and referral to the police.

5. Right to Inspect. The User agrees that no part of the interior or exterior of the assigned locker is considered private space and that he/she has no expectation of privacy as to anything placed in or on the locker. The User hereby acknowledges and agrees that the City of Salem, the Locker Program Manager and their respective employees, agents or representatives may open the locker and inspect it at any time with or without cause and with or without prior notice.

6. Release of Liability. The User agrees that the City of Salem, the Locker Program Manager, and their respective officials, employees and agents are not responsible for safekeeping of User's bicycle or any item or thing placed by User in the locker. Further, User assumes all risks of, and releases the City of Salem, the Locker Program Manager, and their respective officials, employees and others, whether foreseen or unforeseen, arising out of his/her use of the locker or any actions taken pursuant to this Agreement. User agrees, on behalf of himself/herself, his/her family, and his/her heirs and assigns, to defend, indemnify and hold harmless City of Salem, 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 attorney's fees, which arise out of or are in any way related to his/her use of the locker or any actions taken pursuant to this Agreement.

7. Revocation. This Permit is revocable at will by the City of Salem, with or without cause. In the event the City of Salem revokes this Permit, it shall so inform the User by sending written notice to the address listed above. Said notice shall inform the User that the key must be returned, and all items removed from the locker by a date thirty (30) calendar days after the mailing date of said 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 his/her deposit and abandoned any item or thing not removed from the locker.

8. Expiration. Upon expiration of the term of this Permit, it shall be deemed revoked by the City of Salem and no further notice shall be required by the City of Salem. If the key is not returned and the contents of the locker are not removed by the expiration date, the User shall be deemed to have waived a refund of his/her deposit and abandoned any item or thing not removed from the locker.

9. Disposition of Property. In the event any substance or thing not permitted under Section 4. Is found in or on the locker, the User agrees that the City of Salem, the Locker Program Manager, and their respective employees, agents or representatives may take possession of and immediately dispose of such substance or thing without notice. In the event this Permit is revoked under Section 7. or expires under Section 8. The City of Salem, the Locker Program Manager, and their respective employees, agents or representatives shall take possession of any locker contents. Any substance or thing which is permitted to be kept in a locker under Section 4. shall be held for fourteen (14) days after the effective date of the revocation or expiration. Thereafter, the City of Salem, the Locker Program Manager, and their respective employees, agents or representatives shall dispose of all such contents as unclaimed personal effects in accordance with [ORS 87.689 and 87.691](#).

10. Other Remedies. Any rights and remedies provided by the City of Salem under this agreement are in addition to, and not in lieu of, any other rights and remedies available to the City of Salem at law or equity. In any action or proceeding related to this Agreement or for the collection of any amounts due the City of Salem, the User agrees to pay the City of Salem its reasonable expenses and attorney's fees arising from such action or proceeding.

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.