



# Island Transit

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19758 SR 20, Coupeville, WA 98239

## **BICYCLE LOCKER PROGRAM**

Thank you for your interest in the Island Transit Bike Locker Program. We are always happy to hear from our customers and pleased to be of service to you.

Here's how our program works. A refundable deposit of \$70.00, along with a user fee of \$5 per month (paid in one annual payment), allows you unlimited use of a designated, secure bike locker unit. All contracts run June 1 through May 31; your initial contract will be pro-rated to reflect your actual first participating month. You will receive a notice to renew your agreement for June 1 to May 31 of the following year.

You may cancel at any time. When you terminate your agreement mid-contract year, your initial deposit will be refunded unless the locker is damaged and/or requires repair or replacement. Your user fee refund will be pro-rated to the date your key is returned to Island Transit.

Although Island Transit retains one key and reserves the right to randomly check or cancel bike locker rentals at any time, use of bike lockers is at your own risk. Island Transit assumes no liability or responsibility for lost, damaged or stolen items. When you no longer need your locker, please contact us for a pre-addressed envelope in which you return your key. Upon receipt of this key, we will request that our Finance Department return your deposit.

Attached is the Island Transit Bicycle Locker License and Release Agreement that itemizes the rights and responsibility of Island Transit and the bike locker participant. Please sign and return it along with your refundable deposit and your user-fee made payable to Island Transit. When we receive the contract we will send your bike locker key.

Thank you again for your interest in our Bike Locker Program and other options in seeking an alternative to driving alone. Please feel free to contact us at 360-678-7771 with questions, comments or for further assistance.



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## **BICYCLE LOCKER LICENSE AND RELEASE AGREEMENT**

**THIS BICYCLE LOCKER LICENSE AND RELEASE AGREEMENT** (hereinafter referred to as the 'Agreement') made between **ISLAND COUNTY PUBLIC TRANSPORTATION BENEFIT AREA CORPORATION**, a municipal corporation (hereinafter referred to as 'Island Transit'), and the following named person, user of a bike locker (hereinafter referred to as 'User').

**Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
\_\_\_\_\_  
**Telephone:** \_\_\_\_\_  
**E-mail Address:** \_\_\_\_\_  
**Term:** \_\_\_\_\_, 2020 – May 31, 20\_\_\_\_  
**Amount Due:** \$ \_\_\_\_\_

[User Fee: \$5 a month, to be prorated to end of term, and a one-time payment of refundable deposit of \$70.00]

IN CONSIDERATION of the benefits of using a bicycle locker and mutual covenants contained herein, Island Transit and the User agree as follows:

- 1. Grant of License.** Island Transit grants to User a revocable, non-transferable license to use **Bicycle Locker Number** \_\_\_\_\_ and **Key Number** \_\_\_\_\_, located at \_\_\_\_\_, for the period that begins \_\_\_\_\_ and expires on May 31, \_\_\_\_\_. All contracts are due to renew on June 1st of each year. User may request renewal of said license for successive year, granting of which is subject to Island Transit's sole discretion.
- 2. Locker Program Manager.** Island Transit or any other organization as may be designated by Island Transit to administer the locker program (hereinafter referred to as the 'Locker Program Manager') shall be authorized to administer this Bicycle Locker License and shall be authorized to exercise, on Island Transit's behalf, all the rights or actions specified in this Agreement.

3. **Deposit.** User agrees to pay a \$70.00 refundable deposit to Island Transit in connection with signing this Agreement. Said deposit shall be retained by the Locker Program and refunded to the User upon expiration or revocation of this license 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.
4. **User Fee.** User agrees to pay a \$5.00 monthly user fee, paid in one annual payment, to Island Transit in connection with signing this agreement. Said user fee shall be retained by Island Transit. All contracts expire on May 31st annually and will renew on June 1st. If the User enters into a contract at another time of year, said contract will be dated to end the following May 31st. All contracts after their initial (partial) contract year will run for one full year from June 1st to May 31st.
5. **Pro-Rating.** User agrees to be charged for the first full month, regardless of what day of the month their contract begins and \$5.00 per month thereafter, until the normal contract expiration date of May 31st. All fees must be paid in full prior to the User receiving their key.
6. **Renewal.** Renewals will be issued to the User in April of each year. User agrees to sign an updated bike locker renewal form and pay the \$60.00 user fee for the following year before contract expiration on May 31st.
7. **Bicycle Locker Key/Combination Lock.** Only one key is issued and the User agrees that no duplicates will be made.
8. **Permitted Use of the Locker.** The User agrees that this license 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 helmet, jacket or other outer clothing, pack, pump, and/or 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 substance in or on the lockers, anything in or on the locker which is a controlled or regulated substance or a danger to life and limb or property, and/or using the locker in any way to cause a nuisance or disturbance. User agrees that they shall not attach or affix anything in 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 to comply with all applicable laws and any rules, regulations or instructions which may be issued by Island Transit or the Locker Program Manager. Failure to comply with the terms of this Agreement shall be cause for revocation of the license and referral to the proper authorities.
9. **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 Island Transit, the Locker Program

Manager, and/or their respective authorized employees, agents and/or representatives, may open the locker and inspect it at any time with or without cause and with or without prior notice.

- 10. Release of Liability.** The User agrees that Island Transit, the Locker Program Manager and their respective officials, employees, or agents are not responsible for safekeeping of the contents the User places in the locker. Furthermore, the User assumes risks of and releases Island Transit, the Locker Program Manager and their respective officials, employees and agents from any liability for any harm, injury, damage, theft, or loss that may befall him/her or any other, whether foreseen or unforeseen, arising out of his/her use of the locker or any actions take pursuant to this Agreement. User agrees, on behalf of himself/herself, his/her family and/or his/her heirs to defend this indemnification and hold harmless Island Transit, the Locker Program Manger and their respective officials, employees and/or agents from and against any and all claims, demand suits, judgments, damages, and liabilities of any kind whatsoever, including attorney's fees, which arise from or are in any way related to his/her use of the locker or any action take pursuant to this Agreement.
- 11. Revocation.** This License is revocable at will by Island Transit, with or without cause. In the event Island Transit revokes this license, the User shall be so informed by written notice sent 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 thirty (30) calendar days after the post marked date of the said notice, unless revocation is related to a violation of this Agreement. After the passage of such a revocation date, or immediately if the revocation is related to a violation of this Agreement, the User shall be deemed to have waived the refund of his/her deposit and abandoned any item or any thing not removed from the locker.
- 12. Expiration.** Upon expiration of the terms of the license, it shall be deemed revoked by Island Transit and no further notice shall be required by Island Transit. 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 the refund of his/her deposit and abandoned any item or anything not removed from the locker.
- 13. Cancellation of Contract.** Pro-rated rental refunds are not issued during the annual renewal period (April 1 to May 31). If User cancels their contract outside of the annual renewal period, rental refund will be pro-rated based on the date the key is received and date stamped by Island Transit. If the key is received and date stamped before the 15<sup>th</sup> of the month User receives the \$ 5.00 refund for that month and \$ 5.00 for every month remaining on the contract. If the key is received and date stamped after the 15<sup>th</sup> of the month, User forfeits their refund that month but will be refunded \$ 5.00 per month for each month remaining on the contract.
- 14. Disposition of Property.** In the event of any substance or item not permitted, as described in Item 8 of this Agreement, is found in or on the locker, the User agrees that Island Transit, the Locker Program Manager and their respective authorized officials, employees, and/or agents may take possession of and immediately dispose of such substance or item without notice to the User. In the event this license is revoked, as stated under Item 11, or expires, as stated under Item 12, Island

Transit, the Locker Program Manager and their respective authorized officials, employees and/or agents shall take possession of any and/or all locker contents. Any item which is permitted to be kept in a locker, as stated under Item 8 of this Agreement, shall be held for fourteen (14) days after the effective date of the revocation or expiration. Thereafter, Island Transit, the Locker Program Manager and their respective authorized officials, employees, and/or agents shall dispose of all such contents as unclaimed personal effects in accordance with RCW 63.29.020 (5).

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

**16. 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.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**ISLAND COUNTY PUBLIC TRANSPORTATION BENEFIT AREA D/b/a Island Transit**

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**BIKE LOCKER USER signature**