

Metro Board Approved Policy

Bicycle Locker Rental Program

Adopted: November 27, 2008

Historical Perspective

In 1994, the first Bicycle Locker Rental program was established by the Board. The fees initially approved were \$25 for 3 months, \$45 for 6 months and \$70 for a year.

In 1996, a Bicycle Parking Survey was conducted. The survey results indicated that because racks were provided free of charge, they were well used. The lockers were underutilized. A consumer survey of rack users and bicycle boarding permit holders was undertaken to determine a price that might be more appealing to this market segment. The fees were reduced to \$9.00 for 3 months, \$15.00 for six months and \$25.00 for 12 months.



Metro



Metro

Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

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BICYCLE LOCKER RENTAL AGREEMENT

INSTRUCTIONS: Before completing this BICYCLE LOCKER RENTAL AGREEMENT form, please call the Metro Bicycle Locker Hotline at **213-922-2660** for locker availability. Then complete this form and return it with a \$74 check enclosed to: **LACMTA Bike Program, P.O. Box 740044, Los Angeles, CA 90074-0044**. The fee covers a six-month rental at \$24 and a \$50 refundable key deposit. You should receive your locker key and a copy of this agreement between you and Metro within ten (10) business days after receipt.

Please print and fill out permanent address and contact information below (valid address & phone/email required):

Name _____

Address _____

City/State/Zip Code _____

Telephone _____ Alternate Telephone _____

Email Address _____

Preferred Metro Rail Station Location of Bicycle Locker _____

By **INITIALING HERE** _____, Renter acknowledges that the above information is correct and agrees to pay the rent and deposit fee by check or money order.

It is agreed by and between Metro and Renter:

1. PURPOSE AND DESCRIPTION. The parties have entered into this Rental Agreement with the express understanding and agreement that Metro rents to the person indicated above the use of a locker for storing one bicycle and related items (such as helmet, pump, or lock) only.
2. RENT AND TERM. Renter shall pay Metro in one installment of \$74 (\$24 non-refundable rental fee and + \$50 refundable key deposit), by sending \$74 check or money order along with the signed Rental Agreement to the PO Box address listed above. The terms of this Rental Agreement shall commence upon Metro's receipt of payment and the signed Rental Agreement from the Renter. The initial term of the agreement shall be 6 months. If a renter decides to terminate this agreement early, Metro will only refund the key deposit upon receipt of the locker key.
3. (a) RENEWAL. Renter may renew the Rental Agreement for additional 6 month terms by paying the \$24 rental fee prior to the start of a new term.

 (b) METRO'S SECURITY INTEREST. Failure to renew the Rental Agreement and/or to pay \$24 rental fee on time (six months from the start of the contract) will result in termination of this Rental Agreement. In the event that Renter or Metro chooses to terminate Agreement, the locker key must be returned to Metro, C/O Bike Locker Program, 1 Gateway Plaza, Los Angeles, CA 90012 in order for Metro to refund the \$50 key deposit.

 (c) ABANDONMENT OF RENTER'S PROPERTY. Upon termination of contract the renter is responsible for removing the contents of the locker. If Renter fails to remove their property from the locker it will be disposed of in accordance with California law.

4. USE OF PREMISES AND PROPERTY. Renter shall only use the locker for the purposes of storing one bicycle and related equipment (such as a helmet, pump, or lock) or contract will be terminated. The following activities are not permitted: (1) Renter may not use the locker for shelter or any form of locker habitation; (2) Renter may not store inside or near lockers any Hazardous Materials (including, but not limited to: packaged foods, flammable materials, explosives, or inherently dangerous material) or any other personal property; (3) Renter may not use the locker for storage of boxes, household goods, furniture, or any other use not related to storing a bicycle; (4) Renter cannot make any alterations to the locker or damage it in any way; and (5) Renter may not sublease the locker, or transfer this Rental Agreement to any other person.
5. LIMITATIONS OF METRO'S LIABILITY. All personal property is stored by Renter at Renter's sole risk. Insurance is renter's sole responsibility. Metro, its directors, officers, representatives, agents, and employees shall not be liable for injury of any kind to renter or any loss or damage to bicycle and other property arising out of the renter's use of a Metro bicycle locker.
6. RIGHT TO ENTER, INSPECT, CLEAN AND REPAIR PREMISES. As a condition for renting this locker, Renter waives any claim to the right to privacy and expressly consents to allow Metro to open and inspect the locker and the contents thereof at any time without prior notice. Entry and inspection may take place for the following reasons: (1) in an emergency; (2) to determine whether a health or safety hazard exists; (3) to determine whether any term of this Agreement is being violated; (4) to maintain the locker, its door or locking mechanism; (5) to sweep or clean inside the locker.
7. PRIVACY POLICY. Metro uses personal information for contact purposes only.
8. TERMINATION AND DEFAULT. Metro may terminate this Rental Agreement without warning if (1) Renter is delinquent on payments (2) Renter has damaged the locker (3) Renter poses a hazard to others (4) items other than a bicycle (or helmet, pump, lock) are discovered inside a locker (5) Renter is non-responsive to Metro program requests and/or correspondence and (6) any violation of paragraph 4 above. Metro reserves the right to refuse rental to any applicant or terminate Agreement at any time. Non-compliance with the Rental Agreement can result in immediate termination of contract without warning. Locks will be changed and \$50 key deposit will not be returned.
9. (a) CHANGE OF PHYSICAL ADDRESS OR EMAIL ADDRESS. All contact information must be current. In the event Renter changes their address, email, telephone number, or other contact information, Renter must give Metro notice of such change within ten (10) days of the change.

(b) NOTICES. Notices may be served to the Renter electronically, over telephone, posted inside the locker, or delivered to the mailing address provided.
10. NO WARRANTIES. Metro hereby disclaims any implied or express warranties, guarantees or representations of the nature, condition, safety or security of the locker and the station surrounding it. Renter hereby acknowledges and agrees that Metro does not represent or guarantee the safety or security of the lockers, of any personal property stored inside, or of the stations themselves.

The undersigned has read the Bicycle Locker Agreement and agrees to its terms and conditions.

Signature of Renter _____ Date _____

METRO USE ONLY:

TERMS OF AGREEMENT	Total Number of Months	Agreement Start Date	Agreement Expiration Date
LOCKER/KEY ASSIGNMENT	Key Number	Locker Number	Locker Location (Station)

Received by Metro _____ Date _____
Name _____ Initials _____