



# **CITY OF LAGUNA NIGUEL**

## **Laguna Niguel/Mission Viejo Station**

### **Bicycle Locker Rental Form**

This Bicycle Locker User Agreement (Agreement) is made by and between the City of Laguna Niguel (City) and Bicycle Locker User (User) in accordance with the following terms and conditions. User must be at least 18 years of age.

#### **SECURITY KEY DEPOSIT**

A security key deposit must be paid in the amount of \$50.00 to initiate use of Bicycle Locker.

#### **KEY ISSUANCE**

One key will be issued to User upon receipt of this Agreement and security key deposit. User may not copy or duplicate key. Replacement of lost key will require a fee in the amount of \$50.00.

#### **USE AND STORAGE**

This Agreement is for the exclusive use of a Bicycle Locker assigned by the City, at the Laguna Niguel/Mission Viejo Station. User may not assign, rent, or permit any other person to use the assigned Bicycle Locker. Bicycle Locker shall be used for the sole purpose of storing one bicycle and related accessories. Storage of any other material is strictly prohibited.

#### **MAINTENANCE REQUIREMENTS**

Bicycle Locker will be maintained in clean and good condition, and free of debris, at all times. User must immediately provide written notice to the City of any damage, malfunction or repair needed. User shall not modify or alter the assigned Bicycle Locker. A Damage/Repair fee will be deducted from the security key deposit if the Bicycle Locker is damaged or requires cleanup over the above normal wear and tear.

#### **RELEASE OF LIABILITY**

The City and its officers and employees are not responsible for any injuries, losses, thefts or damages in any way arising from or related to the use of the assigned Bicycle Locker, including the theft of a bicycle stored in the Bicycle Locker. User hereby assumes all risks for and forever waives, releases and discharges the City and its officers and employees from any and all claims and liability for such injuries, losses, thefts or damages that may occur in the future whether or not such claims or liability are foreseen or unforeseen.

#### **INSPECTIONS**

User agrees that no part of the interior or exterior of the assigned Bicycle Locker is considered private space and that there is no expectation of privacy as to anything placed in or on the locker. User acknowledges and agrees that the City may inspect the assigned Bicycle Locker at any time with or without cause or prior notice.

#### **TERMINATION**

User may at any time terminate this Agreement by providing seven (7) days written notice to City of User's intent to terminate. Upon such termination of Agreement, User shall remove all items from the assigned Bicycle Locker and return the key. The City shall promptly inspect the Bicycle Locker and, upon confirmation that the locker is in clean, rentable condition, the City shall refund the security key deposit within sixty (60) days if the rent payments are current and the locker is in clean and rentable condition upon return of the key.

The City may at any time terminate this Agreement at its sole discretion or for convenience by giving fifteen (15) days written notice of termination, without any further obligation to User on the part of the City. Notwithstanding the foregoing, the City may terminate this Agreement immediately for the breach of or non-compliance of User with any of the aforementioned terms and conditions. The City shall provide fifteen (15) days written notice of termination.

## DISPOSAL OF PROPERTY

In the event of termination of this Agreement, User shall remove all property from the assigned Bicycle Locker. The City will take possession of any remaining property and will dispose of such abandoned property in accordance with the City's rules and regulations and any applicable laws.

## PAYMENT SUBMITTAL

Mail: City of Laguna Niguel, Attn: Bike Locker, 30111 Crown Valley Parkway, Laguna Niguel, CA 92677

Walk-in: City of Laguna Niguel, Department of Public Works, 2<sup>nd</sup> Floor, City Hall

Questions: (949) 362-4337 or email [pwencroachment@cityoflagunaniguel.org](mailto:pwencroachment@cityoflagunaniguel.org)

Payments for the following month shall be paid by the 1<sup>st</sup> of the month. Checks shall be made payable to City of Laguna Niguel, Bicycle Locker Account.

## BICYCLE LOCKER USER INFORMATION

User must provide current contact information with the City at all times. E-mail and contact information will be retained for the exclusive use of administrating Bicycle Lockers at the Laguna Niguel/Mission Viejo Station and will not be distributed for any other purposes unless User's permission is provided.

Please print all information and fill out completely. Complete if new or if information has changed. Renters

Name

\_\_\_\_\_  
Last Name

\_\_\_\_\_  
First Name

Home Address

\_\_\_\_\_  
Street

\_\_\_\_\_  
City

\_\_\_\_\_  
Zip

Home Telephone

\_\_\_\_\_

Work Telephone

\_\_\_\_\_

E-Mail Address

\_\_\_\_\_

Cell Telephone

\_\_\_\_\_

CA Driver's License Number

\_\_\_\_\_

Exp. Date

\_\_\_\_\_

I hereby agree to pay the City of Laguna Niguel a \$50 locker and key deposit and \$5/month, due and payable in advance on the 1<sup>st</sup> of each month, for the exclusive use of a Bicycle Locker at the Laguna Niguel/Mission Viejo Metrolink Station. If the rental payment is not received by the City by the 10<sup>th</sup> of the month, the City shall dispose of any property from the Bicycle Locker, re-rent the Bicycle Locker and the \$50 deposit will be kept by the City.

Name

\_\_\_\_\_

Date

\_\_\_\_\_

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### FOR STAFF USE ONLY

Deposit Received:	\$	I Rent Received:	I\$	I Start Date:	I
Bicycle Locker#:		I Kev Serial #:	I	I Paid Through:	I
Kev Issued Bv:					