

BICYCLE LOCKER RENTAL AGREEMENT

This Rental Agreement is entered into this ___ day, of _____, by and between UTAH TRANSIT AUTHORITY (“UTA”) and _____ (“Customer”), whose address is _____. UTA and Customer hereby agree as follows:

1. **USE.** This Rental Agreement entitles Customer to use **Bicycle Locker # _____, Color _____**, located at _____ (the “Locker”). Customer represents and warrants that **Customer is at least 18 years or older.** The Locker shall be used by Customer **only** for the purposes described herein. Customer’s use of the Locker shall be limited to daily storage of a manual, pedal-operated bicycle, or electric bicycle, together with personal items incidental to bicycle use, and in connection with Customer’s use of the UTA transportation system. **Bicycles with internal combustion motors are prohibited. Customer shall not use the Locker in conjunction with any unlawful activities or for any unlawful purpose.**

2. **TERM.** This Rental Agreement shall automatically renew in one (1) year increments as long as Customer submits correct payment required for each renewal year before the annual expiration date each year. The rental rate for the first year is \$35.00, then **\$70.00** per year thereafter. An initial key deposit of **\$30.00** is required and has been submitted herewith. Returned checks are subject to an additional \$25.00 fee.

3. **INSPECTION/SECURITY.** UTA shall have the right to inspect the Locker at any time without prior notice to Customer. For security purposes, Customer shall not duplicate the Locker key.

4. **DAMAGE/DEFAULT.** Customer is responsible for any loss or damage caused to the Locker or surrounding UTA property resulting from Customer’s negligent or intentional acts or omissions with respect to Customer’s use of the Locker. Customer’s violation of, or default under, any provisions of this Rental Agreement shall result in immediate termination of this Rental Agreement.

5. **TERMINATION.** This Rental Agreement may be terminated by either UTA or Customer for convenience upon delivery of 10 days advance written notice, delivered to the other party at the address set forth herein. UTA shall refund any prepaid rent attributable to remaining portions of the Term, on a pro rata basis. Upon termination, Customer shall clean out the Locker and return the key to UTA. Any unclaimed or remaining items left in the Locker for more than 10 days after expiration or termination hereof will be disposed of as UTA, in its sole discretion, sees fit. In the event UTA terminates this Rental Agreement for cause, Customer shall have 48 hours after delivery of the notice to clean out the Locker and return the key. Any unclaimed items remaining after 48 hours shall be disposed of by UTA. UTA shall return Customer’s key deposit, by mail to the address on record, unless Customer (a) has violated the provisions of paragraph 1 or 4 hereof; or (b) does not return the Locker key within the time periods set forth herein; or (c) uses the Locker in conjunction with or for unlawful activities; in which case, Customer forfeits the key deposit.

6. **LIABILITY: THIS PROVISION LIMITS UTA LIABILITY – READ IT CAREFULLY:** Customer is responsible to store its bicycle properly and lock the Locker. Customer expressly assumes all risk of loss related to the storage of the bicycle and other property in the Locker and does hereby release UTA with respect to, and shall hold UTA harmless from, all losses associated with use of the Locker. Customer acknowledges that UTA is not responsible for any loss or damage to articles in the Locker.

This Rental Agreement is effective upon execution by both parties. This Agreement has been approved as to form by UTA’s Office of General Counsel so long as the standard form is not modified.

Name _____
(Applicant/Customer Signature)

Date: _____

UTA Representative _____
Program Manager

Date: _____

For information, questions, comments, and payment on the bicycle locker program: Mike Romero, Vanpool Fleet Maintenance Supervisor, 3600 S 700 W, Salt Lake City, UT 84119, 801-287-5325, mromero@rideuta.com