

Mountain Metropolitan Transit Bicycle Locker Lease Agreement



Bicycle storage only.

**This agreement limits Mountain Metro Rides liability.
Read it carefully.
Lockers are assigned on a first come, first serve basis.**

1. This agreement entitles the renter to store one bicycle in the above designated locker for the time period indicated herein. Store bicycle property and lock locker. The City of Colorado Springs is not responsible for fire, theft, loss or damage to the vehicle or any other article left in the locker. Renter shall indemnify Metro Rides, Mountain Metropolitan Transit, the City of Colorado Springs and its directors, officers, agents, representatives and employees from any and all liability of any nature arising out of renter's use of the locker. The locker may be accessed only when the Parking Facility is open for business.

2. The undersigned agrees to pay \$45 for the use of the key used on the assigned locker. Key deposit will not be refunded if key is lost, stolen, or damaged. The locker shall be kept locked at all times when not attended by the customer. Failure to keep the locker locked will be considered a violation of the contract.

3. The renter may terminate this agreement before the expiration date by notifying Metro Rides. No refunds on unused portion of contract.

4. Notwithstanding the provisions of 2 and 3, Metro Rides may at anytime during this agreement, terminate this agreement for any reason upon 30 days prior written notice, or at its sole discretion, may refuse to renew this agreement upon its expiration.

5. The renter may terminate this agreement before the expiration date by calling or mailing a written notification to Metro Rides. The customer shall remove all locker contents from the locker. If the key to the bike locker is not returned to Metro Rides upon termination of this agreement, Metro Rides shall have the right to immediately take possession of the locker and any contents, and the right to sell or otherwise dispose of those contents immediately, notwithstanding any provision of the City Code or state law.

6. The undersigned represents that he or she is a Metro Rides customer and the locker will be used for the storage of a bicycle only. The locker shall not be used in, or in any connection with, any activity prohibited by law.

7. The undersigned expressly consents to allow Metro Rides to open and inspect the locker and the contents thereof at any time without prior notice; in an emergency; to determine whether a health or safety hazard exists; or to determine whether any term of this agreement is being violated.

8. Customer may retain the use of the locker for an undetermined amount of time as long as there have been no violations of the contract and information on the applicant is current. Metro Rides will retain a waiting list for patrons who may be interested in locker rental as they become available. All contracts and policies governing locker fees will apply to all lockers.

9. Each time a customer's contract expires (every six months), he/she must report to Metro Rides within 14 days of the expiration date to update the information on the contract and resign the agreement. By failing to do so, the customer will forfeit their rights to the locker. Patrons will be notified in writing, by mail, of any changes in policies or information required to retain the use of bike lockers, using the current information provided by the patron to Metro Rides.

10. Completion of this form constitutes that the renter has read and agrees to the terms and conditions stated in entire Bicycle Locker Lease Agreement. The person signing this agreement must be 18 years of age or older.

11. The performance of the City's obligations under this Agreement is subject to the appropriation and availability of funds. This Agreement shall be governed by the laws of the State of Colorado and the Charter, City Code, Rules, and regulations of the City of Colorado Springs, a Colorado home rule city.

Please complete information below: (please print)
(Check one) New Renewal

Name:

Address:

City:

State:

Zip:

Daytime Phone:

Evening Phone:

Email:

How to apply:

Complete and submit locker application agreement form to Metro Rides.

Rental Fee:

Lockers may be rented on a six month basis. In addition to the rental fee, new renters must submit a \$45 key deposit which is refundable upon return of locker keys. Fees must be paid in advance, and are as follows:

- **Six Months - \$30**

About the Metro Rides issued key:

- The customer shall take full responsibility for lost keys.
- The key will be returned to Metro Rides when terminating locker rental.
- Upon receiving the locker key, Metro Rides will refund the key deposit within 30 days.

Agreement Renewals:

Call or email Metro Rides if you wish to renew your locker.

Mountain Metro Rides

Attention: Bike Locker Program

1015 Transit Drive, MC 1448

Colorado Springs, CO 80903

For locker locations and availability call: 719-385-7433

Signature of Leasee:

Date:

Office Use Only

Expires on: ___/___/___

Bike Locker #: _____

Location: _____

Issued by: _____

Sales date: ___/___/___

Check #: _____

Key deposit amount: _____