



Bicycle Locker Rental Agreement

Subject to the following terms and conditions, the City of Fargo assigns Bicycle Locker # _____ Located at: _____

Renter's Name: _____

Address: _____ Telephone: _____ Email: _____

TERM OF CONTRACT AND FEE

1. Monthly user fee will be \$10.00 per month payable in advance. The minimum term of this and subsequent agreements is 3 months. This Agreement shall be for a term of _____ beginning on _____ and ending on _____.
2. Yearly fee will be \$100.00 per year payable in advance.
3. The fee is non-transferable and not assignable to a third party.
4. If the User terminates this agreement before the end of the fee period, no amount of the user fee payment shall be refunded.
5. A \$30 deposit is required on the locker key.
6. At the termination of the agreement, the User will return the locker key to Interstate Parking Company at 502 NP Avenue North in Fargo.
7. If User does not provide renewal payment on or before the final date of the previous user fee period, or if the locker key is not returned upon expiration of the Agreement, the City or Interstate Parking Company may recover possession of the bicycle locker, retain the locker key deposit, and dispose of any property remaining in the bicycle locker and change the lock mechanism.

USER DUTIES: RIGHT OF INSPECTION: ABANDONED PROPERTY:

8. User agrees to use the locker for the purposes of storing a bicycle and bicycling accessories only. Renter is specifically prohibited from storing any illegal articles and combustible and/or explosive devices in the bicycle locker. Violation of the foregoing may result in the immediate termination of this Agreement, forfeiture of any remaining prepaid rent, seizure of any property contained in said locker and possible prosecution.
9. Users will not affix any additional locking devices, posters, decals or any other material or markings on the inside or outside of the bicycle locker.
10. All lockers are subject to inspection at the sole discretion of the City to confirm proper usage, assess maintenance requirements, or in the event of an emergency or reasonable suspicion that a health or safety concern exists.
11. The Undersigned waives any claim to the right to privacy and expressly consents to allow the City or Interstate Parking Company to open and inspect the locker and the contents thereof at any time without prior notice.
12. Any equipment left in a bicycle locker following termination of this Agreement shall be deemed abandoned property and shall be disposed of according to City policy.

LIABILITY: CITY OF FARGO OR PARKING SERVICE NOT RESPONSIBLE FOR DAMAGE OR THEFT:

13. The City or Interstate Parking Company is not responsible for damage, theft, or loss of any property stored in the locker. The City or Interstate Parking Company will not be liable to the User or anyone else for any damage whatsoever, including any indirect, special, incidental or consequential damage arising out of or in connection with the use of the bicycle locker.
14. User is responsible for any damage caused by the user to the locker, lock mechanism, or key.

RIGHTS OF CANCELLATION: City or Interstate Parking Company reserves the right to cancel this Agreement at any time upon giving the renter 30 days written notice and refunding any remaining full month's rental. Refunds shall be made only by check and require 30 calendar days to process.

Renter's Signature: _____ Date: _____

All communication regarding the rental agreement or issues associated with use of the lockers should be directed to:

Interstate Parking Company

502 NP Avenue North

Fargo, ND 58012

701-235-1618

OR

City of Fargo

Department of Planning and Development

200 North 3rd Street

Fargo, ND 58102

701-241-1474