

Fairfax County Bicycle Locker Agreement



THIS Bicycle Locker AGREEMENT (“Agreement”) is entered into between the County of Fairfax, hereinafter referred to as “The County,” and the user of a bicycle locker, hereinafter referred to as “User.” The User must be at least 18 years of age.

In consideration of the benefits of using a bicycle locker and the mutual covenants contained herein, the County and the User agree as follows:

Deposit and Fees. This Agreement commences on _____ and expires on _____ unless payment for a subsequent rental period is received by Fairfax County Department of Transportation within ten (10) days prior to the expiration date. In connection with signing this Agreement, the User agrees to pay the County 1) a non-refundable annual \$60 rental fee, 2) a \$50 refundable deposit, and 3) a one-time application fee of \$10. Upon expiration or termination of this Agreement, the County will refund to the User the deposit, provided that within the time allowed under this Agreement: 1) the key is returned, 2) the interior of the locker is clean, and 3) the locker has not been damaged.

Termination. The County reserves the right to terminate this Agreement with the User at any time upon written notification. The User may terminate this Agreement at any time and request the deposit refund by returning the key along with written notice of termination to: **Fairfax County Department of Transportation, Secure Bicycle Parking Program, 4050 Legato Road, Suite 400, Fairfax, Virginia, 22033-2895.** Upon termination by either party, the User must return the key and remove all items from the locker within thirty (30) calendar days from the mailing date of the notice. All or a portion of the deposit may be kept by the County to contribute toward the cost of cleaning, repairing, or replacing the key, lock, or locker. No interest on the deposit shall be paid to the User.

Permitted Use. The assigned bicycle locker shall be used only for the purpose of storing a bicycle and bicycle-related equipment or property that can be reasonably contained within the locker such as a helmet, jacket or other outer clothing, pack, pump and other cyclist equipment. In the event items other than those specifically permitted are stored in the locker, the County reserves the right to remove those items and terminate this Agreement and any other agreement with the User immediately. Upon such termination, the items permitted under this section shall be held for fifteen (15) days after the effective date of the termination. Thereafter, the County and its respective officials, employees, or agents shall dispose of all such items as unclaimed property, or take other such action as may be necessary and as may be authorized by applicable law.

Right to Inspect. The User agrees that no part of the interior or exterior of the assigned locker is considered private space and that there is no expectation of privacy as to anything placed in or on the locker. The User hereby acknowledges and agrees that the County, the Secure Bicycle Parking Program Manager, and their respective officials, employees, or agents may inspect the locker at any time with or without cause or prior notice to User.

Removal of Property. If the property of the User is to be removed for any reason authorized by this Agreement, or as otherwise authorized by law, such removal of property shall be effected in accordance with Virginia Code § 8.01-156, as amended, or such other provisions that may be applicable at the time.

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Responsibilities. The User will be issued one key and agrees that no duplicates will be made. It is the responsibility of the User to keep the interior of the locker free of debris and any other material that may contribute to the attraction of insects, vermin, etc. The County shall have the responsibility of maintaining the locker exterior, including the structure, locking mechanism and pavement.

Release of Liability/No Rights in Third Parties. The County is not responsible for any fire, theft, loss, or damage to the User's bicycle or any other bicycle-related equipment or property stored in the locker. The User is responsible for ensuring the locker is locked at all times. The User assumes all risk of, and releases the County and its respective officials, employees, and agents from, any liability for any harm, injury, damage, theft or loss that may occur, whether foreseen or unseen, arising out of the use of the locker or any actions taken pursuant to this Agreement. Nothing herein shall be considered as a waiver of the sovereign immunity of the County of Fairfax or to create any personal liability on behalf of any official, employee, or agent of the County. The parties agree that no provision of this Agreement shall create in the public, or in any person or entity other than the parties, any right as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for personal injury, property damage, or breach of contract pursuant to the terms of this Agreement or otherwise.

I am interested in renting a bicycle locker at (Check One):

- Herndon-Monroe Park and Ride, 12530 Sunrise Valley Drive, Herndon
- Reston South Park and Ride, 2531 Reston Parkway, Reston
- Reston Town Center Transit Station, 12051 Bluemont Way, Reston
- Spring Hill Metro Station Kiss & Ride, 1576 Spring Hill Road, Tysons
- Burke Centre VRE Station, 10399 Premier Court, Burke
- Backlick Road VRE Station, 6900 Hechinger Drive, Springfield

I have read and agree to the terms and conditions of this Agreement.

_____	_____
(Signature of Member)	(Date)
Name: _____	Address: _____
Birth Date: _____	_____

For repairs, problems or questions, contact us at (703) 877-5600, TTY 711, or bikefairfax@fairfaxcounty.gov.

Secure Bicycle Parking Program
Fairfax County Department of Transportation
4050 Legato Road, Suite 400
Fairfax, Virginia 22033-2895