

Fairfax County Bicycle Locker Agreement



THIS 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. User agrees to pay a non-refundable annual \$60 rental fee plus a \$50 refundable key deposit to Fairfax County in connection with signing this Agreement. The user also agrees to pay a one-time application fee of \$10. Upon expiration or termination of this Agreement, the County will refund to the user the key deposit provided, within the time allowed under this agreement, the key is returned, the interior of the locker is clean, and the locker has not been damaged.

Termination or Cancellation: The County reserves the right to terminate this Agreement with the User at any time. Upon termination by action of the County, 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. The User may terminate this agreement at any time and request the deposit refund by returning the locker key along with written notice of termination to: **Fairfax County Department of Transportation, Bicycle Locker Program, 4050 Legato Road, Suite 400, Fairfax, Virginia, 22033-2895**. All or a portion of the deposit may be kept 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. The User will be issued one key and agrees that no duplicates will be made.

Permitted Use: The assigned bicycle locker shall be used only for the purpose of storing a bicycle and bicycle-related equipment which 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 terminate this and any Agreement with the User immediately. Upon such termination, the County has the right to empty the locker of any property stored within. Any property permitted under this section shall be held for fourteen (14) days after the effective date of the revocation or expiration. Thereafter, the County and its respective employees, agents, or representatives shall dispose of all such contents 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 Bicycle Program Coordinator, and their respective employees, agents, or representatives may inspect the locker at any time with or without cause or prior notice.

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 VA.CODE.ANN. SECTION 8.01-156, as amended, or such other provisions that may be applicable at the time.

Responsibilities. 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. The County is not responsible for any fire, theft, loss, or damage to the User's bicycle or any other bicycle-related equipment stored in the locker. The User is responsible for insuring 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

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

_____	_____
(Signature of User)	(Date)
Name: _____	
Address: _____	

Birth Date: _____	

Bike safe, Bike smart, Bike Fairfax

FOR REPAIRS, PROBLEMS, OR QUESTIONS, CONTACT US AT (703) 324-BIKE (2453)

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