



## City of Burbank Bicycle Locker Right-of-Entry and User Agreement

Subject to the following terms and conditions, the City of Burbank hereby assigns access to the a Bicycle Locker to:

Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

Bicycle Serial Number: \_\_\_\_\_ Brand: \_\_\_\_\_ Model: \_\_\_\_\_

Desired Bicycle Locker Location (Check one)

North Burbank Station Locker # \_\_\_\_\_

**ACCESS.** The assigned user shall have exclusive access to the Bicycle Locker noted above for the purpose of bicycle parking as part of daily commuting activities. The user shall not share this key with any other person. Failure to comply will result in immediate termination of this agreement.

**TERMINATION / CANCELLATION.** In the event User wishes to terminate this Agreement, User shall notify the Community Development Department. The City of Burbank may cancel this Agreement at any time upon giving the User fourteen (14) days written notice of termination via email or certified mail. Upon termination of this Agreement, User agrees to remove all contents and/or personal property. If the User does not comply, the City of Burbank may dispose of any remaining property.

**USAGE.** The Bicycle Locker shall be used only for the purpose of storing a bicycle and related bicycle equipment used for daily commute activities. Non-compliance with this condition will result in immediate termination of this Agreement. The User is responsible for ensuring the door to the locker is closed and securely locked both when using the locker.

**INSPECTION.** User acknowledges that User has inspected the Bicycle Locker and has determined that it is suitable for bicycle storage. The City of Burbank reserves the right to inspect the Bicycle Locker at any time for the following reasons: 1) in an emergency; 2) to determine whether a health or safety hazard exists; 3) to determine whether any term of this Agreement is being violated; and 4) to maintain or repair the Bicycle Locker.

**BICYCLE LOCKER FACILITY APPEARANCE.** User shall not deface the Bicycle Locker in any manner, including but not limited to the use of adhesive stickers, paint, or any tool used for etching. Failure to comply with this Section will result in immediate termination of this agreement.

**LIMITS OF LIABILITY.** The City of Burbank is not liable for injury of any kind to user of the Bicycle Locker facilities, and User shall hold harmless the City and all City representatives and employees from and against any and all claims and/or damages, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, the use and/or occupancy of the Bicycle Locker by User, or resulting from User's failure to comply with any term of this Agreement, even if damages are caused by criminal activity of third parties. The City of Burbank assumes no liability for fire, theft, loss, or damage to the bicycle or any other contents stored in the Bicycle Locker. User is responsible to ensure that their property, including the bicycle is secured at all times.

**CONTACT.** User will furnish the Community Development Department a current address, telephone number, and email address if possible, where User can be contacted. It is the responsibility of the User to notify the Community Development Department of any changes to address, telephone number or email address. Failure to comply with this Section may result in immediate termination of this agreement.

All communication shall be with the City of Burbank Community Development Department, Transportation Division, 275 East Olive Avenue, PO Box 6459, Burbank, CA 91510-6459. Telephone 818.238.5290. Email [nburant@burbankca.gov](mailto:nburant@burbankca.gov).

\_\_\_\_\_  
Signature of User

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of City of Burbank Agent

\_\_\_\_\_  
Date