



City of Burbank BikeStop Right-of-Entry and User Agreement

Subject to the following terms and conditions, the City of Burbank hereby assigns access to the BikeStop at the Downtown Burbank Metrolink Station to:

User:

Email Address:

Address:

Telephone:

1. **ACCESS.** The assigned user shall have non-exclusive access to the Burbank BikeStop for the purpose of bicycle parking as part of daily commuting activities. Access to the facility shall be gained via the southern-most entrance.

The user's access code is: _____ (to be assigned by staff)

The user shall not share this access code with any other person. Failure to comply will result in immediate termination of this agreement.

2. **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. 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.

3. **USAGE.** The Burbank BikeStop 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 facility is closed and securely locked both when entering and exiting the facility. The User shall not touch or tamper with the personal property of any other BikeStop User.

4. **INSPECTION.** User acknowledges that User has inspected the facility and has determined that it is suitable for bicycle storage. The City of Burbank reserves the right to inspect the facility 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 facility.

5. **FACILITY APPEARANCE.** User shall not deface the BikeStop 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.

6. **LIMITS OF LIABILITY.** The City of Burbank is not liable for injury of any kind to user of the BikeStop 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 facility 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 facility. User is responsible to ensure that their property, including the bicycle is secured at all times.

7. **CONTACT.** User will furnish the Community Development Department a current address and telephone number where User can be contacted. It is the responsibility of the User to notify the Community Development Department of any changes to address or telephone number. 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.

Signature of User

Date

Signature of City of Burbank Agent

Date