

**City of Elmhurst
Bicycle Locker Use Agreement**

I, _____ ("Applicant"), request the use of a bicycle locker for the period **beginning May 1, 20__ and ending April 30, 20__**.

I understand and agree to the following terms of use:

1. **I will pay a fee of \$100, and a \$25 non-interest bearing key deposit to the City of Elmhurst** (the "City") for the use of one bicycle locker. If the locker is assigned to Applicant beginning later than the period above, the fee will be prorated based on the number of months, including partial months, left in the period. Key deposit will be returned within 30 days after the return of all keys issued to Applicant. No interest will be paid on the deposit.
2. **Lost Keys:** In the event Applicant reports lost keys, the City has the right to bill Applicant for the cost of rekeying or replacing the lock.
3. The City has the right to inspect all lockers at any time, without notice to Applicant.
4. The assigned locker will only be used for the purpose of storing a bicycle and related accessories (e.g. helmet, water bottles, etc). Storage of any other items, including any sort of motorized transport, will result in the termination of this agreement by the City.
5. This agreement may be terminated by the City at any time. If the agreement is terminated for improper use, no refund will be issued to Applicant for the unused period. A pro rata refund will be made to Applicant for any termination not related to improper use.
6. Applicant may terminate this agreement at any time by notifying the City of their intent to do so in writing. Notice must be submitted no less than 15 days before the date of intended termination. Unused rent from early termination by Applicant will not be refunded.
7. **Renewal:** Current users have the option of renewing their use agreement by submitting a completed Use Agreement and full fee payment to the City at any time beginning March 1 and ending March 31. Use Agreement and full fee payment must be received by the City by 5:00 pm March 31 or the locker will be made available to the public on a first-come first-served basis.
8. Applicants not renewing their agreement must vacate their assigned locker by 5:00 pm on the last day of the agreement. All items found in the locker after that time are forfeited to the City and may be discarded.
9. The City is not liable for any injury, loss, or damage arising from the use of any bicycle locker.
10. Applicant may not assign the benefits under this agreement to anyone or allow anyone to use the bicycle locker without the prior written consent of the City.

Failure to comply with any of the provisions of the Bicycle Locker Use Agreement is cause for the City of Elmhurst to terminate the agreement, retain all unused rent, and dispose of any property remaining in the locker in accordance with the law.

I have read and understand all the terms and conditions listed above:

Name: _____ Date: _____
(Cyclist/Applicant)

Address: _____ Phone: _____

Email: _____ Assigned Locker #: _____

Approved on behalf of the City of Elmhurst by: _____