



Borough of West Chester: Parking Services Department

401 East Gay Street ▪ West Chester, Pennsylvania ▪ 19380

www.west-chester.com ▪ 610-692-7574

2023-2024 Bike Permit & Locker Application

By submitting this form, you agree to comply with the Borough of West Chester Parking Rules and Regulations. The Parking Services Department is not responsible for vehicle or property theft, vehicle damage or vandalism incurred.

Bike Locker Rental:

- 8/1/2023-7/31/2024 is FREE with an initial \$100 refundable key deposit, refunded when the key is returned.
- Locker location: Chestnut Street Garage, 14 E. Chestnut Street, West Chester, PA 19380

Registration Information:

First & Last Name: _____

Driver's License/ID: _____ Email Address: _____

Phone Number: _____

Address: _____

Bike make, model, and color: _____

Bike serial number: _____

Locker Deposit (\$100) cash only. Refundable when all keys are returned and after an inspection takes place.

Office use only

Initials:

Bike permit #:

Bike locker #:

Date:



**BICYCLE LOCKER RENTAL PILOT PROGRAM
PARTICIPATION AGREEMENT
RELEASE AND WAIVER**

This Bicycle Locker Rental Pilot Program Participation Agreement, Release and Waiver (“Agreement”) is being entered into by me and Borough of West Chester, (“Borough of West Chester”) with respect to my participation in the Borough of West Chester University Bicycle Locker Rental Pilot Program (the “Program”).

GENERAL PROVISIONS

I wish to participate in the Program by renting a bicycle locker for the purposes of storing one rental bicycle or personal bicycle¹ and related items (such as bicycle clothing, helmet, pump, or lock) at Chestnut Street Garage, and for no other purpose. I acknowledge that this Agreement governs my participation in the Program and is the contract I am making with Borough of West Chester in connection with renting a bicycle locker under the Program. This Agreement will be used by Borough of West Chester to govern my actions and responsibilities during and after the term of this Agreement.

I understand that I may not store any hazardous materials (including, but not limited to: packaged foods, flammable materials, explosives, or inherently dangerous material) or any other personal property violating local, state or federal law inside or near the bicycle lockers. Storage of boxes, household goods, furniture, or any other use not related to storing a bicycle constitutes grounds for immediate termination. I understand that I shall not permit another person to store a bicycle or any other article in the bicycle locker that is assigned to me, and that I will nevertheless be responsible and accountable for the actions of others whom I permit to access the bicycle locker assigned to me. I understand that I shall use and maintain the bicycle locker for the duration of the rental period as specified in this Agreement. I agree to treat the bicycle locker with care. I agree not to bend, alter, or modify any part of the bicycle locker, including the door and locking mechanisms. I agree not to apply excessive force to the door or interior walls of the bicycle locker. I understand that I will be responsible for repairs to or replacement of the bicycle locker that result from my improper use or maintenance of the bicycle locker contrary to the terms of this Agreement and that I will not be entitled to a refund of the rental fee should the bicycle locker become unusable on account of my improper use or maintenance. If the bicycle locker I am renting requires any maintenance for any reason, I will

¹ A vehicle with two wheels tandem, handlebars for steering, a saddle seat, and pedals by which it is manually propelled.

contact the Parking Services Department (610.436.4521) and notify the office of the needed repairs.

If the bicycle locker or Bicycle Locker Components (defined below) become unusable due to no fault of my own, the Borough of West Chester reserves the right to assign me a comparable bicycle locker if one is available, or I will be given a pro rata return of the rental fee. Should the Borough of West Chester wish to assign a different bicycle locker, the Borough of West Chester will notify me where I should return my keys for the exchange. I agree that should the Borough of West Chester assign a different locker that I do not wish to use for whatever reason (e.g., inconvenient location) my only recourse is to discontinue the Program. If I choose to discontinue the Program, I will be given a pro rata return of the rental fee. The Borough of West Chester reserves the right to terminate the Program and/or withdraw all or some of the bicycle lockers at any time. In such an event, I will be given a pro rata return of the rental fee.

I agree to always lock the bicycle locker safely and securely, even when my bicycle is not in the bicycle locker. **UNDER NO EXCEPTION SHALL BICYCLE LOCKERS BE LEFT UNLOCKED.** I acknowledge and understand that should I lose or damage any of the bicycle locker components (including, without limitation, the key, lock, gear hook, vinyl number and any other components of the bicycle locker (collectively "Bicycle Locker Components") I will be responsible for the replacement cost of the Bicycle Locker Components and will pay Borough of West Chester the direct cost of replacing the Bicycle Locker Components.

To the extent permitted by law, I, for myself, my heirs, personal representatives or assigns, do hereby release, indemnify and agree to hold harmless and covenant not to sue, Borough of West Chester, its governors, trustees, officers, directors, representatives, employees, agents, volunteers and participants of and from any and all losses, costs, damages, claims, demands, rights and causes of action of whatever kind or nature, including reasonable attorney and expert fees, and including any and all negligence claims or causes of action, which may arise and which result from property damage or of any other damages or injuries, not included herein, occurring during, arising out of, or as a result of, my participation in the Program.

I understand that a locked bicycle locker does not guarantee the contents inside will be free of the risk of theft or damage. I take full responsibility for ensuring that the bicycle locker is properly locked at all times and understand that the Borough of West Chester takes no responsibility for lost or damaged property even if the bicycle locker is properly locked. I understand that the Borough of West Chester is not providing insurance coverage in any capacity for my participation in the Program. Accordingly, any liabilities or property loss or damage (whether from my negligence, errors or not) arising from my participation are my sole responsibility. I acknowledge I have an independent right to seek my own insurance should I wish to insure my participation in the Program.

The Borough of West Chester hereby disclaims any implied or express warranties, guarantees or representations of the nature, condition, safety or security of the bicycle locker and the station surrounding it. I hereby acknowledge and agree that the Borough of West Chester does not represent or guarantee the safety or security of the bicycle lockers, of any personal property stored inside, or of the stations themselves.

As a condition for renting this bicycle locker, I waive any claim to the right to privacy and expressly consent to allow the Borough of West Chester to open and inspect the bicycle locker and the contents thereof at any time without prior notice. Entry and inspection may take place 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; (4) to maintain the bicycle locker, its door or locking mechanism; (5) to sweep or clean inside the bicycle locker.

Upon termination of the rental period, I understand that I am responsible for removing the contents of the bicycle locker. If I fail to remove property from the bicycle locker, it will be disposed of in accordance with Pennsylvania state law.

I acknowledge that this bicycle locker comes with one (1) key and one (1) gear hook (inside the bicycle locker). Only the Borough of West Chester installed locks may be used to secure bicycle lockers. I understand that the originally installed lock is to be used for the locker and the use of the lock is mandatory. I understand that I will not substitute my own lock and key for the use of the locker.

Any duplication of Borough of West Chester issued keys is strictly prohibited.

FEES

Bicycle locker rentals under the Program are yearly based. Each yearly rental is \$0 + \$100 refundable deposit. I may choose to terminate the agreement within five (5) business days of the check-out day. If so, I will be given a pro-rata return of the rental fee. Payment of the rental fee is required before the key for the bicycle locker can be picked up. Prior to the expiration of the Agreement, I will receive an email notifying me of my options regarding the rental. Unless renewed, all rental bicycle locker keys must be returned no later than one (1) week (i.e., 7 days) after the termination of rental.

If a bicycle locker is found to be in poor condition (beyond normal wear and tear), or if the bicycle locker or any of its Bicycle Locker Components are lost or stolen, I will incur a fee (as detailed below).

Lock replacement:	\$100
Key replacement*:	\$100
Vinyl number replacement:	\$10
Gear hook replacement:	\$30

*Keys for the padlocks cannot be replaced and no duplicates exist. Accordingly, a full lock/key replacement fee will be charged whenever the padlock itself, or the key, is lost or stolen.

Failure to renew the Agreement and/or to pay rental fee on time will result in termination of this Agreement. In the event that I or Borough of West Chester chooses to terminate Agreement, the key must be returned to Borough of West Chester, Parking Services Department: 401 E Gay Street, West Chester, PA 19380 to avoid being charged lock & replacement fee (\$100).

NOTICES

All contact information must be current. In the event I change my address, email, telephone number, or other contact information, I must give Borough of West Chester notice of such change within ten (10) days of the change.

Notices may be served to me electronically, over the telephone, posted inside the bicycle locker, or delivered to the mailing address provided.

TERMINATION AND DEFAULT

Borough of West Chester may terminate this Rental Agreement without warning if (1) I am delinquent on payments (2) I have damaged the bicycle locker (3) I pose a hazard to others as determined by Borough of West Chester in its reasonable discretion (4) items other than a bicycle (or bicycle clothing, helmet, pump, lock) are discovered inside a bicycle locker. Borough of West Chester reserves the right to refuse rental to any applicant or terminate Agreement at any time. Non-compliance with this Agreement can result in immediate termination of contract without warning. In such a case, locks will be changed. I will be charged the lock & key replacement fee of \$100, and there will not be a prorata return of the rental fee.

SIGNATURE

By my signature of the "Accept Agreement" box, I acknowledge and represent that I have read this Agreement and understand it. The signature of the "Accept Agreement" box is my signature which I provide voluntarily as my own free act and deed. Neither Borough of West Chester, nor Medeco High Security Lockers, has made, and I have not relied on any oral representations, statements, or inducements apart from the terms contained in this Agreement. I execute this Agreement for full, adequate, and complete consideration fully intending to be bound by same, now and in the future.

PRINT:	SIGNATURE:	DATE:
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