



**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 Rutgers, The State University (“Rutgers”) with respect to my participation in the Rutgers 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) on campus, and for no other purpose. I acknowledge that this Agreement governs my participation in the Program and is the contract I am making with Rutgers in connection with renting a bicycle locker under the Program. This Agreement will be used by Rutgers 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 contact the Department of Transportation Services and notify of the needed repairs.

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

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

I agree to safely and securely lock the bicycle locker at all times, even when my bicycle is not in the bicycle locker. **UNDER NO EXCEPTION SHALL BICYCLE LOCKERS BE LEFT UNLOCKED.** If I rent a bicycle from the Rutgers Bicycle Rental Program, I understand that the terms of that agreement govern my responsibility with respect to the rented bicycle and nothing in this Agreement will alter my responsibilities in that agreement. I acknowledge and understand that should I lose or damage any of the bicycle locker components (including, without limitation, the padlock, key, u-lock box, gear hook, padlock handle, 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 Rutgers 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, Rutgers, 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 Rutgers University takes no responsibility for lost or damaged property even if the bicycle locker is properly locked. I understand that Rutgers 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.

Rutgers 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 Rutgers 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 Rutgers 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 New Jersey state law.

I acknowledge that this bicycle locker comes with one (1) padlock, one (1) key, one (1) u-lock box, and one (1) gear hook (inside the bicycle locker). Only Rutgers-provided padlocks may be used to secure bicycle lockers. I understand that the padlock is to be used for the padlock handle and the use of the padlock is mandatory. I understand that I will not substitute my own padlock and key for the use of the padlock handle. I understand that the purpose of the u-lock box is to allow me to utilize my own u-lock to provide an additional locking mechanism for the bicycle locker.

Any duplication of Rutgers-issued keys is strictly prohibited.

FEES

Bicycle locker rentals under the Program are semester-based and yearly based. Each semester rental cost is \$40 and each yearly rental is \$100. Additionally, an option for discounted Fall and Spring semester combined rentals at \$80.

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. Renewals are provided for renters who may want to extend this agreement for an additional term. Payment of the rental fee is required before the padlock and key for a bicycle locker can be picked up. Prior to the expiration of the Agreement, I will receive an email offering an opportunity to renew the rental. Renewal fees are due prior to the start of a new term. Unless renewed, all semester rental bicycle locker keys must be returned no later than one (1) week (i.e., 7 days) after semester exams end (<http://scheduling.rutgers.edu/calendar.shtml>), and all yearly rentals must be returned twelve (12) months after pickup. 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).

U-lock box replacement:	\$50
Padlock handle replacement:	\$35
Padlock/key replacement*:	\$25
Vinyl number replacement:	\$12.50
Gear hook replacement:	\$10

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

If I am a student and I incur one or more of the above fees as a result of my participation in the Program, I hereby understand, acknowledge and accept that, should I fail to pay all fees when due, Rutgers may place a Financial Hold on me. I understand that more information about Financial Holds can be found [here](#).

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 Rutgers chooses to terminate Agreement, the padlock and key must be returned to RUDOTS, 55 Commercial Avenue New Brunswick, NJ 08901 to avoid being charged the Padlock/key replacement fee (\$25).

NOTICES

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

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

TERMINATION AND DEFAULT

Rutgers 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 Rutgers in its reasonable discretion (4) items other than a bicycle (or bicycle clothing, helmet, pump, lock) are discovered inside a bicycle locker. Rutgers 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, padlocks will be changed. I will be charged the padlock/key replacement fee of \$25, and there will not be a pro-rata return of the rental fee.

SIGNATURE

By my checking of the "Accept Agreement" box on the web page, I acknowledge and represent that I have read this Agreement and understand it. The checking of the "Accept Agreement" box is my signature which I provide voluntarily as my own free act and deed. Neither Rutgers, nor Dura Bike Locker, 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.

ACCEPT
