

Bike Locker Rental Agreement

Bike Locker #: _____ Lease Effective Date: _____ Lease Expiration Date: _____

Select Either: Rental Term (Fall, Spring, or Summer): _____ **OR** Short-Term Rental (# of Months): _____

Rental Fee: _____ Key Deposit Amount: \$10.00

Amount Received: _____ Cash ___ Check ___ Visa ___ MC ___ Panther Funds ___ Other ___

Renter's Name: _____ ("Renter") 2P#: _____

Pitt Email:* _____ Campus Address: _____

** Please note: all communications regarding this Bike Locker Rental Agreement (this "Agreement") and Renter's rental of a locker through the University of Pittsburgh Parking Services Office (the "PSO") will be sent to the email address provided in this Agreement.*

Renter's Permanent Street Address _____

City _____ State _____ Zip Code _____

Campus Phone: _____ Permanent Phone: _____

I, _____, understand and agree to the following terms and conditions:

- Renter may store only Renter's bicycle and bicycle-related items (helmets, riding shoes, etc.) in Renter's assigned locker. Unauthorized use of Renter's assigned locker will result in: (i) the termination of this Agreement without refund of the Rental Fee; (ii) forfeiture of the Key Deposit Amount; and (iii) ineligibility for future locker rental through the PSO.
- The standard Rental Term is one (1) "Term" (defined as Fall Term, Spring Term or Summer Term per the University's Academic Calendar, accessible on the Provost's Website), and the standard Rental Fee for the Rental Term is \$40.00. However, within the PSO's sole discretion, the PSO may offer a Short-Term Rental on a monthly basis upon the same terms and conditions stipulated herein for the cost of \$10.00 per month.
- Either party may terminate the Lease at any time and for any reason upon ten (10) days prior written notice to the other party. If either party terminates the Lease prior to the Lease Expiration Date, the PSO will provide a partial refund of the Rental Fee at the prorated amount of \$10.00 per month of the remaining Rental Term; provided, however that no refund will be provided in instances of unauthorized use of Renter's assigned locker or Renter's breach of this Agreement. The PSO must receive notification by the third (3rd) working day of the month to issue a partial refund of the Rental Fee for that month. The PSO will not provide a partial refund of the Rental Fee for a Short-Term Rental of one (1) month.
- The Lease will automatically terminate on the Lease Expiration Date unless Renter pays the standard Rental Fee to renew the Lease for the following Rental Term (\$40.00) on or before five (5) working days prior to the Lease Expiration Date. Upon renewal of this Agreement, Renter may retain the same key and the same locker.

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- The key must be returned to the PSO at the address listed below on or before the Lease Expiration Date if Renter does not desire to renew the Lease. If Renter does not pay to renew the Lease upon the same terms and conditions stipulated herein and fails to return the key on or before the Lease Expiration Date: (i) Renter will forfeit the Key Deposit Amount; and (ii) the Lease will be terminated on the Lease Expiration Date.
- If the key has been lost or stolen, Renter must promptly notify the PSO, in which case the PSO will replace the key and Renter forfeits the Key Deposit Amount. Any future key replacements will cost an additional \$10.00 each.
- Any items remaining in the locker after the Lease Expiration Date or termination of the Lease will be immediately removed by the PSO. Bicycles will be impounded and held for 90 days by the PSO, and may be claimed within such time period by contacting the PSO to make proper arrangements. Proper ID is required to claim a bicycle. After 90 days, bicycles become University property. Any other personal items in the locker will be sent directly to the University's Lost and Found.
- Renter is responsible for updating Renter's contact information with the PSO should Renter's contact information change during the Rental Term or any renewal term.
- All bike lockers are University property, and as such, the University reserves the right to perform maintenance and inspections on the lockers without notice to Renter or any other party.
- Renter has received the "Bicycling at Pitt" brochure, has read the brochure, and understands its contents.
- The University is not responsible for loss, damage or theft of any Renter's personal property.
- The University will not be liable for any delay or failure in performance due to causes beyond its reasonable control and without its fault or negligence. Such causes include, but are not limited to, damages from outside parties, acts of God, acts of a public enemy, acts of a civil or military authority, war, terrorist attacks, insurrections, fires or environmental disasters.
- RENTER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE UNIVERSITY, ITS TRUSTEES, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES FROM AND AGAINST ANY AND ALL LOSSES, LIABILITY, COSTS, AND EXPENSES ARISING OUT OF OR RELATED TO RENTER'S ACTS OR OMISSIONS ON CONNECTION WITH, ARISING FROM OR RELATED TO THIS AGREEMENT.
- EXCEPT FOR INDEMNIFICATION OBLIGATIONS AND LIABILITIES AS SPECIFIED HEREIN, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- If any provision or a portion of any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not be affected or impaired in any way.
- No change, modification, amendment, alteration or rescission of this Agreement shall be valid unless it is made in a written amendment and signed by both parties.
- No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.
- This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without giving effect to its choice of law provisions.

Renter's Name (print)

Renter's Signature

University of Pittsburgh Representative

Date