

Town of Babylon
200 East Sunrise Highway
Lindenhurst, NY 11757

BICYCLE LOCKER RENTAL AGREEMENT

Name:	Address:
Home Phone:	Work Phone:
Cell Phone:	E-mail:
Employer Name:	Address:
Annual Rental Payment: \$ 60.00 Key Deposit (on file) \$ 40.00 Total: \$ 100.00	
payable to "Town of Babylon"	
Renter has been assigned locker # _____	Located at _____ Agreement Term: _____ to _____

1. **LOCKERS ARE FOR THE SOLE USE OF BICYCLISTS COMMUTING TO WORK.** By signing this Agreement, the Renter represents that he/she is using the bicycle locker only to store his/her bicycle as a means of getting to and from employment. This agreement shall be terminated no later than ten (10) business days after Town of Babylon learns the renter is no longer using the bicycle locker as a means of storage to enable him/her to use the bicycle to get to and from work.

2. **PHOTO ID** – A copy of a current driver's license or equivalent recent photo ID is required to process this application for both existing and new renters.

3. **KEY DEPOSIT.** The original key deposit paid by the Renter at the time of the original rental will be refunded to the Renter if the key is returned to Town of Babylon upon expiration or termination of this Agreement. The refund will be made by check, and it may require up to ten (10) business days for Town of Babylon to process the refund. If the Renter loses his/her locker key, he/she will forfeit the \$40.00 deposit on the lost key and be required to provide another \$40.00 deposit for the replacement key. **THE RENTER MAY NOT HAVE LOCKER KEYS DUPLICATED.** A request for a replacement key may only be made by mail. If the locker key is not returned to Town of Babylon upon expiration or termination of this agreement, Town of Babylon may recover possession of the locker, retain the key deposit and dispose of any property remaining in the locker in accordance with the terms set forth in Section 4 of this Agreement.

4. **TERMINATION OR CANCELLATION.** In the event that the Renter wishes to terminate this Agreement, he/she must notify Town of Babylon in writing and return the locker key. A refund for any remaining *full months'* rental fees will be issued. For the purposes of issuing refunds, a full month is defined as a period of thirty (30) consecutive calendar days. Town of Babylon may cancel this agreement at any time with ten (10) days written notice and by refunding to the Renter any remaining full months' rental fees. Refunds are made by check only, and it may require up to ten (10) business days for Town of Babylon to process the refund.

5. **THIS AGREEMENT PROVIDES FOR INSPECTION OF LOCKERS BY Town of Babylon.** This agreement entitles the Renter to store one (1) bicycle and related bicycle equipment (such as helmet, pump, lock, rain gear, etc.) in the locker designated above for the time period designated above. **THIS AGREEMENT PROHIBITS USE OF THE LOCKER ASSIGNED TO THE RENTER FOR ANY PURPOSE OTHER THAN THE STORAGE OF ONE (1) BICYCLE AND RELATED BICYCLE EQUIPMENT.** Failure to adhere to this provision will result in the Renter being notified by Town of Babylon by mail of termination of this agreement. Town of Babylon reserves the right to inspect lockers without notice to the Renter, or to permit the Municipality to inspect the locker without notice, to ensure that nothing is being stored in the locker other than one bicycle and related equipment. Upon notice of termination, the Renter will have five (5) days to empty the locker and return the key to Town of Babylon. After five (5) days have elapsed, Town of Babylon has the right to empty the locker of any property stored therein, and such contents will be held by Town of Babylon for fourteen (14) days, after which Town of Babylon will dispose of the contents in any reasonable manner. Any renter whose agreement is terminated by Town of Babylon may be permanently prohibited from renting a bicycle locker managed by Town of Babylon.

6. **THIS AGREEMENT LIMITS Town of Babylon's LIABILITY.** The Renter represents that he/she is familiar with the location identified above and the area where the locker is located. The Renter is responsible for ensuring that said locker is closed properly and locked at all times and agrees to notify Town of Babylon promptly by telephone of any structural or mechanical problems with the locker. In further consideration of the rental of said locker, the Renter will indemnify and hold Town of Babylon, its employees and agents harmless from any liability, suit, penalty or judgement involving personal injury, wrongful death and property damage, including, but not limited to theft, fire vehicular impact and act of God, relating to said locker and its contents. This agreement cannot be assigned, amended or modified without the prior written agreement of the Renter and Town of Babylon. This agreement is binding upon the parties hereto and their successors in interest.

Renter's Signature: _____

Date: _____

Town of Babylon by: _____

Date: _____