

## RTD BICYCLE LOCKER RENTAL AGREEMENT

**RENTAL INSTRUCTIONS:** Before completing this RTD BICYCLE LOCKER RENTAL AGREEMENT application, please call the RTD Bicycle Locker Program at **303-299-6700** to determine locker availability.

I. **First Time Rental:** Complete this Rental Agreement and return it with payment of **\$110.00** per payment instructions below. This first time fee covers:

- **\$60.00** for one (1) year locker rental fee; and
- **\$50.00** for refundable padlock and keys deposit.

After submitting correct payment and a completed and signed form, you should receive your locker keys and a copy of this Rental Agreement within ten (10) business days after acceptance by RTD. The lock will be on the assigned locker.

II. **Renewal:** Bike locker Rental Agreements must be renewed by the Renter every year. If you wish to apply for renewal, complete this form and return it with payment of **\$60.00** per payment instructions below **prior to expiration of your current lease Term.**

### **PAYMENT INSTRUCTIONS:**

I. **Payment by Cash, Credit or Debit Card:** Cash or credit/debit card payments may only be made in person at an RTD location at this time. You may make payments in person at any of the following RTD sales locations:

- Boulder Junction at Depot Square Station
- Downtown Boulder Station
- Civic Center Station
- Denver Airport Station
- Union Station

II. **Payment by Check or money order:** Make check or money order out to “**RTD Bike Locker**” and mail with this completed Rental Agreement to: **RTD Bike Locker Program, 1660 Blake St, Denver, CO 80202** or deliver in person to any of the above listed RTD sales locations.

### **RENTER CONTACT INFORMATION:**

Renter Name (please print): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email address: \_\_\_\_\_

Bike Make, Model, Color and Serial #: \_\_\_\_\_

Bike Registered with Local Police Department? (Y/N and Department Name): \_\_\_\_\_

Preferred Station Location for Bike Locker: \_\_\_\_\_

Padlock # (if renewing): \_\_\_\_\_

By **INITIALING HERE** \_\_\_\_\_ Renter acknowledges that the above information is correct.

**Renter is responsible for updating this contact information for receipt of notices from RTD related to the Rental Agreement.**

**RTD USE ONLY:**

TERMS OF AGREEMENT	RENEWAL	Agreement Start Date	Agreement Expiration Date
	_____ Yes _____ No		
LOCKER/KEY ASSIGNMENT	Key Number	Locker Number	Locker Location (Station)

**RTD BICYCLE LOCKER RENTAL TERMS AND CONDITIONS**

Renter agrees to the following terms and conditions with Regional Transportation District (RTD):

1. **PURPOSE AND DESCRIPTION.** Renter and RTD enter into this Rental Agreement with the express understanding and agreement that RTD rents to the person indicated above the use of a designated locker for storing one bicycle and related items (such as helmet, pump, or lock) only for the Rental Agreement Term.
2. **TERM.** Renter shall pay RTD the amount of **\$60.00** for each one (1) year lease Term. The Term of this Rental Agreement commences upon the first day of the month following RTD's receipt of payment and signed Rental Agreement from Renter.
  - (a) **RENEWAL.** Renter may renew the Rental Agreement for additional one (1) year terms by paying the **\$60.00** rental fee and submitting a new Rental Agreement to RTD prior to the start of each new Term. However, RTD reserves the right to not renew this Rental Agreement in its discretion.
3. **PADLOCK AND KEYS.** Renter agrees to lease an RTD issued padlock and two (2) keys to be used on the assigned locker. Renter agrees to use the RTD issued padlock on the locker at all times. Using a non-RTD issued padlock will be considered a violation of the Rental Agreement and will be removed by RTD at Renter's expense. The padlock and keys are RTD's property. If padlock or keys are lost, the following fees apply for replacement:
 

**\$50.00** - Padlock Replacement Fee (includes 2 new keys). **RTD does not replace keys only - a new padlock is required.**

For padlock replacement requests, contact the **RTD Bike Locker Program** at **303-299-6700**.

Return of padlock and key deposit is described in paragraph 11(d) below.
4. **USE OF PREMISES AND PROPERTY.** Renter shall only use the locker for the purposes of storing one bicycle and related equipment (such as a helmet, pump, or lock). Renter 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 lockers. Storage of boxes, household goods, furniture, or any other use not related to storing a bicycle constitutes grounds for immediate termination. This Rental Agreement expressly prohibits use of the locker to store items other than a bicycle or bicycle related equipment such as gas motor operated bikes/vehicles or publicly shared e-scooters or e-

- bikes. Store bicycle properly and lock locker at all times.
5. **NO WARRANTIES.** RTD hereby disclaims any implied or express warranties, guarantees or representations of the nature, condition, safety or security of the lock, locker and the station surrounding it. Renter hereby acknowledges and agrees that RTD does not represent or guarantee the safety or security of the lockers, of any personal property stored inside, or of the stations themselves.
6. **LIMITATIONS OF RTD'S LIABILITY.** All personal property is stored by Renter at Renter's sole risk. RTD is not responsible for fire, theft, loss or damage to bicycles or any other articles in the locker. Insurance is Renter's sole responsibility. RTD, its directors, officers, representatives, agents, and employees shall not be liable for injury of any kind to Renter or any loss or damage to bicycles or other property arising out of Renter's use of a RTD bicycle locker. Renter shall indemnify RTD, its directors, officers, agents, representatives and employees from liability of any nature arising out of Renter's use of the locker.
7. **RIGHT TO ENTER, INSPECT, CLEAN AND REPAIR PREMISES.** As a condition for renting this locker, Renter waives any claim to any right of privacy in the locker and expressly consents to allow RTD to open and inspect the locker and the contents thereof at any time without prior notice to Renter. Reasons for entry and inspection may include but are not limited to: (1) an emergency; (2) to determine whether a health or safety hazard exists; (3) to determine whether any term of this Rental Agreement is being violated; (4) to maintain the locker, its door or locking mechanism; (5) to sweep or clean inside the locker.
8. **NOTICES to RENTER.** Notices may be served to the Renter electronically, over telephone, posted inside the locker, or delivered to the mailing address provided.
9. **CHANGE OF PHYSICAL ADDRESS, EMAIL ADDRESS or PHONE.** Renter's contact information must be current with RTD. In the event Renter changes their address, email, telephone number, or other contact information, Renter must give RTD notice of such change within ten (10) days of the change.
10. **MISCELLANEOUS.**
- (a) Renter shall not make any alterations to the locker or damage it in any way. Renter will be monetarily responsible for damages to the locker caused by misuse of the locker beyond normal wear and tear.
  - (b) Renter may not sublease the locker, or transfer this Rental Agreement to any other person.
  - (c) RTD reserves the right to make changes to its bike locker program at any time. Notice of such changes will be posted on the RTD website ([www.rtd-denver.com](http://www.rtd-denver.com)).
11. **TERMINATION.**
- (a) **By Renter:** If Renter chooses to terminate, Renter should notify RTD in person at any of the RTD sales locations listed above or by sending written notification to: **RTD Sales and Information – Bike Lockers, 1660 Blake St, Denver, CO 80202.** There is no pro-rated refund of rent payments if the Rental Agreement is terminated prior to the end of a Term.
  - (b) **By RTD:**
    - Failure to renew the Rental Agreement and pay \$60 rental fee on time (prior to the start of any renewal Term) will result in the automatic termination of this Rental Agreement.
    - Violation of any terms and conditions of this Rental Agreement constitute grounds for termination.
    - RTD may, at any time during Term, terminate this Rental Agreement

for any reason upon 30 days' prior written notice to Renter or, in its sole discretion, may refuse to renew this Rental Agreement upon its expiration.

(c) Removal of Property: Upon termination of the Rental Agreement, Renter shall remove the padlock and all contents from the locker. The padlock and two keys must be returned by Renter with official identification (for Renter's protection) to an RTD Sales Outlet listed above for refund of the padlock deposit. If the padlock is not removed from the locker upon termination of this Rental Agreement, RTD will recover possession of the locker and dispose of any property remaining in the locker without further notice to Renter and no refund of the deposit.

(d) Return of Padlock and Keys Deposit. To receive a refund of your RTD padlock and keys deposit, padlock and two (2) locker keys must be returned in good working order to RTD at one of the RTD sales locations listed above **within 30 days after termination**.

12. **PRIVACY POLICY**. RTD uses personal information for contact purposes only.

**The undersigned is over the age of eighteen (18), read the RTD Bicycle Locker Rental Agreement and agrees to its terms and conditions.**

\_\_\_\_\_  
Signature of Renter

\_\_\_\_\_  
Date

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**For RTD Official Use Only**

Date Received by RTD \_\_\_\_\_

Name of RTD Approver \_\_\_\_\_

Accepted YES \_\_\_\_\_ NO \_\_\_\_\_

Term Commencement Date: \_\_\_\_\_ (First day of the month following acceptance by RTD)

Initials: \_\_\_\_\_