



## BIKE PARKING AGREEMENT

Suburban Hospital ("SH") desires to provide fenced bike parking facilities and bike lockers for its workers who bike to work, providing a space for bike storage while helping reduce traffic congestion. Employees who elect to bike, instead of drive, to work are eligible for a parking cash out payment (currently \$27.69) in each bi-weekly pay period. Employees who bike, in addition to driving, will not receive the parking cash out payment.

SH may elect not to enter into a new agreement or not renew this AGREEMENT in its sole discretion

Weather-protected bike parking facilities and bike lockers are available at two locations on the SH campus:

- Garage: Fenced bike parking located on the northwest corner of Level 1
- Wellness path: Bike lockers located on the west side of the drive aisle from Southwick Street

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By executing this Bike Parking Agreement ("AGREEMENT"), and in consideration for being provided access to the facilities and/or lockers, you ("USER") agree to comply with the terms and conditions of this AGREEMENT. USER understands and agrees that access to, and use of, SH facilities under this AGREEMENT requires USER to:

- a) Confirm continued bike parking facility or bike locker use with a corresponding email to [msandov9@jhmi.edu](mailto:msandov9@jhmi.edu) at least yearly with: a) USER name, b) bike parking facility or bike locker number. The email must be sent by the last day of the month in December; and
- b) If USER is unable or unwilling to use the bike parking facility or bike locker for more than thirty (30) consecutive calendar days, USER will notify SH of this by email; and
- c) Comply fully with the terms and conditions of this AGREEMENT.

**WAIVER OF CLAIMS.** By signing below, USER understands and acknowledges that SH does not guarantee the security of a bike or any other personal property stored at a SH bike parking facility or bike locker. Although the bike parking facility and bike lockers offer some measure of protection from the elements, bikes may still get wet, dirty, or be otherwise subject to the forces of nature. USER agrees to assume all responsibility and risk associated with the storage of a bike or other personal property at the bike parking facility or bike locker. In consideration of being able to use the bike parking facility or a bike locker, USER waives any and all rights to assert any claim relating to loss or damage to USER's property in connection with the use of the bike parking facility or bike locker, and USER agrees not to seek to recover any such damages in connection with any claim, action, suit or proceeding arising under or in relation to this AGREEMENT.

**COMPLIANCE WITH LAWS, REGULATIONS, AND POLICIES.** USER agrees to comply with all applicable laws, rules, regulations, as well as applicable company policies. USER will not maintain or store goods or materials that may be dangerous to life, limb, or property, or use the bike parking facility or bike locker in such a way as to create a nuisance or disturbance. USER agrees that SH may inspect the fenced bike facility or USER's bike locker at any time without notice and without the consent of USER for the purpose of insuring compliance with this AGREEMENT.

**USE OF BIKE PARKING FACILITY AND BIKE LOCKER.** Due to the specific use of the bike parking facility or bike locker, USER shall not assign or transfer this AGREEMENT or any interest herein. USER certifies that he/she will ONLY use the bike parking facility or bike locker for the purpose of storing one (1) bike and/or bike commute accessories during his/her working hours. For the purposes of this AGREEMENT, a bike is two-wheeled and is no larger than standard adult size. Bikes are allowed to have battery-powered assist. However, a bike utilizing any form of combustion power or motorcycle are

absolutely prohibited. Bike-share, short-term rental, and public bikes, as well as scooters of any kind, are not permitted in the bike parking facility or bike lockers.

**RECEIPT AND USE OF BIKE LOCKER KEY** (this section only applies to bike lockers). USER agrees to pay a security deposit of \$25. Although the key will be in USER's possession, it remains the property of SH. USER agrees not to release the key to any third party or use it in a manner other than that for which it was issued. USER further agrees not to duplicate the key.

**DEPOSIT REFUND FOR BIKE LOCKER KEY** (this section only applies to bike lockers). Upon termination of this AGREEMENT, USER shall return the assigned key in its original condition to SH Security Administration within seven (7) calendar days. If the key is returned as required by this AGREEMENT, a refund in the entire amount of the security deposit will be refunded to USER within thirty (30) calendar days of receipt of the key. If the key is not returned by USER within seven (7) calendar days as required by this AGREEMENT, USER shall forfeit the aforementioned deposit. SH is not liable for keys lost or damaged.

**LOSS OR DAMAGE BIKE LOCKER KEY** (this section only applies to bike lockers). USER agrees to take full responsibility for loss or damage to the assigned key during the time it is assigned to USER. USER shall return a damaged key in order to obtain a replacement key. USER agrees to pay a fee equal to the amount of the security deposit in order to obtain a replacement for a lost or damaged key.

**TERMINATION FOR CAUSE.** This AGREEMENT may be terminated for the breach of any terms and conditions herein, including USER's failure to provide timely information required by this AGREEMENT, and including but not limited to any of the items in a-i below. In the event that this AGREEMENT is terminated for cause, USER will have seven (7) calendar days from the date of the notice of termination to empty all contents from the bike parking facility or bike locker. Prohibited actions include:

- a) Defacing or damaging any property of the bike parking facility or bike locker
- b) Tampering with someone else's bike locker, personal items, or bike
- c) Sharing or allowing others' access or the use of the bike parking facility or bike locker
- d) Storage of bikes outside the bike lockers
- e) Storage of bikes more than 24 consecutive hours
- f) Storage of misc. materials, equipment, or spare bike parts
- g) Non-emergency bike repairs or maintenance inside the bike parking facility
- h) Dumping or storing of trash in the bike parking facility or bike locker
- i) Smoking in or near the bike parking facility or bike lockers.

**TERMINATION OR AMENDMENT FOR CONVENIENCE.** This AGREEMENT may be terminated at any time for any reason by giving written notice (email [msandov9@jhmi.edu](mailto:msandov9@jhmi.edu) for notice to SH) to the other party of such termination. In the event that this AGREEMENT is terminated, USER will have seven (7) calendar days from the date of the notice of termination to empty the bike parking facility or bike locker of all contents. This AGREEMENT may only be amended or modified by a writing signed by USER and SH. Termination will result in the loss of the parking cash out payment if the employee then claims a car parking space.

**DISPOSAL OF PROPERTY.** In the event of termination of the AGREEMENT, SH will take possession of any property not removed by USER from the bike parking facility or bike locker in accordance with the terms of this AGREEMENT and may dispose of such property after fourteen (14) calendar days. SH shall not be responsible for any USER property left in the bike parking facility or bike locker after any notice of termination.

I, the undersigned USER, acknowledge and affirm that participation in this program is strictly voluntary.

I, the undersigned USER, acknowledge that assignment to the bike parking facility and bike locker is valid ONLY for the person listed in this AGREEMENT.

\_\_\_\_\_  
Employee / USER

\_\_\_\_\_  
date