

Bicycle Locker Rental Agreement

Applicants must read and agree to Terms of Agreement, completely fill out Rental Agreement form and deliver in person to CADC Staff at one of the locations below **or email to mconnell@cadcpei.com**:

- Fitzroy Parkade office, 130 Fitzroy St, Charlottetown, PE C1A 1R9
- Charlottetown Area Development Corporation, 4 Pownal St, Charlottetown, PE C1A 3V6

APPLICANT INFORMATION (PLEASE PRINT):

Renter (First/Last Name) _____
Renter must be 18 years of age or older

Address: _____
Street Apt. # City Province Postal Code

Telephone: (H) _____ (W) _____ (C) _____ E-mail _____

RENTER:

Rental Term and Rate:

The bicycle locker rental price is \$20 per month. This rental agreement automatically renews each month. Payment for the rental term will be automatically withdrawn during the first week of each month. A rental term starts on the first day of the month and ends on the last day of that month. If a renter starts renting a locker after the 15th day of the month or later, their first rental term payment will be half of the normal rental price.

Payment Method:

Credit Card Preauthorized Payment

Cancellation:

This Agreement will automatically renew each month, unless otherwise terminated by the City of Charlottetown or CADC. The renter may cancel their automatic rental renewal by providing notice to CADC staff at one of the locations previously stated at the top of this Agreement or a renter may provide notice of cancellation by emailing mconnell@cadcpei.com. A renter must provide notice of cancellation before the 15th day of that current month in order to avoid the automatic renewal of the next rental term. If a cancellation occurs, all of the Renter's items must be removed from the locker before the end of that current rental term. Any items not removed from the locker before the end of the term will be considered abandoned property and Charlottetown Police Services will recover the abandoned property.

CADC STAFF:

Subject to the following terms and conditions (see also opposite page), the City of Charlottetown and CADC hereby assign to the above Renter: Bicycle Locker (#) _____ located at the Fitzroy Parkade at a charge of \$20 per month payable in advance beginning on _____. A notice will be automatically sent to the Renter's email address by the 15th day of the month notifying the Renter of the upcoming automatic payment. No prorated refund will be provided if the City of Charlottetown or CADC terminates the Agreement early for violation of terms or conditions of this Agreement. If a payment is not received, the Agreement shall be considered terminated and the City of Charlottetown or CADC may, at its option, recover possession of the locker and dispose of any property remaining in the locker. The Renter may receive one phone call to notify them and receive 3 days to clear the locker of all items. The fee and use of locker are not transferable and not assignable to any third party. Any violation of the terms stated in this Agreement may result in immediate termination of this Agreement, forfeiture of any remaining prepaid rent, seizure of any property contained in locker and possible prosecution.

Locker Assigned:

Lock #	
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ADDITIONAL TERMS AND CONDITIONS OF AGREEMENT:

- PURPOSE AND CONTENT OF LOCKER:** Bike locker is for the intended purpose of storing Renter’s bicycle, and for storing any other bicycle-related items (i.e. helmet, lock). Renter may not store any other items. Renter is specifically prohibited from storing any illegal articles and combustible and/or explosive devices in the bicycle locker. Violation of the foregoing may result in immediate termination of this Agreement, forfeiture of any remaining prepaid rent, seizure of any property contained in locker and possible prosecution.
- LOCKER MAINTENANCE:** Renter shall not affix any additional locking devices, posters, decals or any other material or markings inside or outside of the bicycle locker. Any such activity may result in immediate termination of this Agreement.
- RIGHTS OF CANCELLATION:** The City of Charlottetown and CADC reserve the right to cancel this Agreement at any time upon giving the Renter seven (7) days written notice and refunding a pro-rated amount of the rental fee for the remainder of the original rental term. Refunds shall be made only by cheque and may require up to thirty (30) business days to process.
- RIGHTS OF INSPECTION:** The City of Charlottetown and CADC shall retain a master key for the locker lock and reserves the right to inspect the bicycle locker at any time. Renter’s signature on this Agreement constitutes Renter’s advance written permission for the City of Charlottetown, CADC, or any law enforcement officer to conduct such an inspection.
- LIABILITY:** The City of Charlottetown and CADC shall not be responsible for bikes secured in lockers, including any loss or damage to the contents of the bicycle locker, including but not limited to fire, flood, or theft. Renter is responsible for securing the bicycle locker and its contents at all times. Renter is responsible for immediately reporting any damage to bicycle locker to the CADC staff.
- ABANDONED PROPERTY:** Any equipment left in the bicycle locker following the termination of this Agreement shall be considered abandoned property and will be recovered by Charlottetown Police Services.
- CONTACT INFORMATION:** A current address and telephone number where Renter can be contacted must be provided. It is the responsibility of the Renter to inform the CADC and the City of Charlottetown of any change of address or telephone number within ten (10) business days. Any failure to comply with this requirement may result in immediate termination of this Agreement.

I, the undersigned, verify that I am at least 18 years of age, have read the Bicycle Locker Rental Agreement and agree to its terms and conditions.

Signature of Renter

Date

CADC Staff Approval: *Print Name*

CADC Staff Approval: *Signature*

Rental Agreement is not valid unless signed by CADC Staff