

# Regional Bike Parking Program

## Participation Guidelines and Agreement

The Regional Bike Parking Program (PROGRAM) is a service operated by iCommute, the Transportation Demand Management division of the San Diego Association of Governments (SANDAG). The PROGRAM provides secure bike parking for commuters at select transit stations and Park & Ride lots throughout the region.

PROGRAM users (USER) shall be subject to the following guidelines as dictated by the type of bike parking available at the USER's chosen location. The PROGRAM offers three types of bike parking: mechanical lockers, electronic lockers, and a group bike parking facility at the Sabre Springs/Peñasquitos Transit Station. Bike parking provided by the PROGRAM is intended for use on a regular basis for purposes such as recurring trips to work or school.

The PROGRAM guidelines described below shall be valid within this Participation Agreement (AGREEMENT) and applicable to all other sections of this AGREEMENT.

By entering into this AGREEMENT with SANDAG, you, the USER, agree to comply with the following PROGRAM guidelines:

### **The USER Must Apply for Bike Parking Through the iCommute Website**

The USER understands that in order to gain access to bike parking, the USER must have an online iCommute account. If the USER does not have an iCommute account, one will be created for the USER when they submit the "Bike Lockers and Secure Bike Parking Request Form" available at [511sd.com/iCommute](http://511sd.com/iCommute).

SANDAG will accommodate persons who require assistance in order to participate in iCommute programs. If you do not have access to the internet and would like to sign up for an iCommute account and participate in the PROGRAM, please call 511 and say "iCommute."

### **Use of Bike Parking**

The USER agrees to maintain enrollment in the PROGRAM throughout the term of this AGREEMENT by:

- Maintaining an online iCommute account;
- Using the assigned bike parking once per week on average (if the USER will be unable to use bike parking for more than 30 days, please call 511 and say "iCommute" or email [iCommute@sandag.org](mailto:iCommute@sandag.org) to inform SANDAG of the break in usage);
- Completing surveys as requested; and
- Complying with the PROGRAM guidelines as described in this AGREEMENT.

The USER certifies that their use is for the purpose of storing one bike and bike-related accessories ONLY. 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 is prohibited. Bikes and scooters weighing over 60 pounds are not permitted in lockers or the group bike parking facility. Motorcycles of any type are not permitted.

## **Mechanical Locker USERS**

If the USER is approved access to a mechanical bike locker, the USER shall use the provided key to access a dedicated locker for the storage of one bike and bike-related accessories for the primary purpose of commuting to and from work or school.

## **Electronic Locker USERS**

If the USER is approved access to electronic locker spaces, the USER shall use the assigned BikeLink card to access undedicated, on-demand bike locker spaces for the storage of one bike and bike-related accessories for the primary purpose of commuting to and from work or school.

The USER understands and agrees that electronic bike parking spaces are made available by SANDAG to the USER on a first-come, first-served basis. The USER understands that he/she may not have access to the same space each day and that the USER may not always find an available space. SANDAG makes no expressed or implied guarantees that an electronic parking space will always be available for the USER.

The USER understands that only BikeLink cards issued by SANDAG will operate electronic bike lockers in the San Diego region. The USER understands that BikeLink cards purchased directly from BikeLink will NOT operate SANDAG electronic bike lockers. SANDAG is not responsible for BikeLink cards purchased or otherwise obtained from a source other than SANDAG.

The USER understands that the electronic locker operates in the following modes:

- **Locked:** In this mode, the locker door is closed and locked, but the locker is available for use. The door can be opened by any user with an activated BikeLink card.
- **Secured:** In this mode, the locker door is locked and can only be reopened by the same user who placed the locker into the secured mode.
- **Open:** In this mode, the locker door is open. Once the door is closed, it enters into either the locked or secured mode.
- **Expired:** In this mode, the rental duration has exceeded four days. Only the user who initiated the rental can access the expired locker. This is an indication to end the rental, as the lockers are not meant for long-term storage.
- **Abandoned:** In this mode, the rental duration has been in an expired state for more than ten days. Only the user who initiated the rental can access the abandoned locker; however, when a rental reaches an abandoned state, SANDAG has the right to remove contents due to improper use and revoke the user's bike parking access.

## **Group Bike Parking Facility USERS**

If the USER is approved access to a group bike parking facility, the USER shall use a previously purchased Compass Card that has been granted access privileges by SANDAG in order to enter the group bike parking facility. The USER shall use the facility for the storage of one bike and one helmet for the primary purpose of commuting to and from work or school. The USER shall hang their bike on an available rack and may secure the bike to the rack with a separate, personal lock; however, this is optional and the USER will otherwise park within the facility at their own risk. Approved USERS may utilize the bike amenities provided inside the facility, including a bike pump and repair workstation.

The USER understands and agrees that the group bike parking facility is made available by SANDAG to the USER on a first-come, first-served basis. The USER understands and agrees that other bike commuters also will have access to the group bike parking facility, and therefore the USER may not always find an available rack. The USER understands that only Compass Cards granted access privileges by SANDAG will open the group bike parking facility.

### **Customer Service and Program Support**

For questions, concerns, or comments regarding the PROGRAM administration, the USER is encouraged to contact iCommute by calling 511 and saying "iCommute" between 8 a.m. and 5 p.m., Monday through Friday, or by emailing [iCommute@sandag.org](mailto:iCommute@sandag.org). In-person assistance is not available.

If the USER experiences any issues with an electronic locker space or assigned BikeLink card, the USER can call the bike locker vendor's 24-hour support line at 1 (888) 540-0546 or email [support@bikelink.org](mailto:support@bikelink.org).

### **Deposit Required**

SANDAG will grant secure bike parking access to the USER for a term of one year. The USER hereby agrees to pay a security deposit of \$25 for bike parking access. A copy of the USER's Compass Card (front and back) also must be submitted to access the group bike parking facility.

The \$25 security deposit shall be in the form of a check or money order ONLY, payable to SANDAG. Deposits will be accepted through U.S. mail, addressed to:

SANDAG  
Attn: iCommute  
401 B Street, Suite 800  
San Diego, CA 92101

If the USER is approved for a mechanical or electronic locker, a key or BikeLink card will be mailed to the USER after SANDAG receives the deposit. Mechanical lockers and keys, as well as electronic lockers and BikeLink cards, will remain the property of SANDAG at all times. The USER agrees not to release the key or BikeLink card to unauthorized persons or use it in a manner other than that for which it was issued. The USER further agrees not to duplicate the key or BikeLink card.

If the USER is approved for the group bike parking facility, SANDAG will remotely grant access privileges to the USER's Compass Card and notify the USER via email after the deposit and a copy of the USER's Compass Card are received. The group bike parking facility will remain the property of SANDAG at all times. The USER agrees not to release their Compass Card to unauthorized persons or use it in a manner other than that for which it was issued.

### **Lost or Damaged Keys, BikeLink Cards, and Compass Cards**

The USER agrees to take full responsibility for loss or damage to their assigned key or BikeLink card during the time it is in the USER's possession. Damaged keys and/or BikeLink cards shall be returned to SANDAG in order to obtain a replacement for a fee of \$25. Lost keys and BikeLink cards must be reported to SANDAG within five business days. Lost or damaged keys and/or BikeLink cards will not be replaced until SANDAG receives the replacement fee of \$25 in the form of check or money order.

Lost or damaged Compass Cards used for accessing the group parking facility must be reported to SANDAG within five business days. To regain bike parking approval, the USER must purchase a new Compass Card and then contact SANDAG to request that access privileges be granted to the USER's new Compass Card.

Lost or damaged keys, activated Compass Cards, and/or BikeLink cards may only be replaced two times per fiscal year (July 1–June 30).

## **Changes to USER Information**

The USER must notify SANDAG when their contact information changes. All changes must be reported within ten business days by calling 511 and saying "iCommute" or by emailing [iCommute@sandag.org](mailto:iCommute@sandag.org).

Failure to provide updated contact information to SANDAG in a timely manner constitutes a violation of this AGREEMENT and may result in the eviction of the USER from the PROGRAM at the sole discretion of SANDAG.

## **Participation Agreement Annual Renewal**

SANDAG will send a renewal announcement email and letter to the USER's email address and mailing address on file each year. To remain in the PROGRAM, the USER is required to renew this AGREEMENT annually, update his/her contact information as necessary, and indicate the USER's agreement with the guidelines in this AGREEMENT by checking the applicable consent boxes.

## **Waiver of Responsibility**

The USER understands that SANDAG cannot guarantee the security of a bike, its components, and its accessories stored in a bike locker or secure group bike parking facility at any location. Although bike lockers offer some measure of protection from the elements, bikes, their components, and their accessories may still get wet, dirty, or be otherwise subject to the forces of nature. The USER agrees that SANDAG and bike locker technicians may enter bike parking facilities and move contents to perform preventative maintenance of bike parking facilities. Further, SANDAG reserves the right to remove or replace lockers as needed for maintenance or other purposes. Should these circumstances arise, SANDAG will notify the USER as soon as possible, consistent with this AGREEMENT.

Additionally, the USER understands that bikes, their components, and their accessories stored in bike lockers or secure group bike parking facilities may be stolen or damaged by third parties. The USER agrees to hold harmless SANDAG; Metropolitan Transit System; San Diego Trolley, Inc.; Caltrans; North County Transit District; San Diego County Regional Airport Authority; and all related agency directors, officers, representatives, agents, and employees from any liability for injuries, loss, or damage in connection with the use of a provided bike locker space or a group bike parking facility except to the extent that such liability arises from the sole negligence or willful misconduct of any such party.

## **Compliance with Laws and Regulations**

The USER agrees to comply with all laws, rules, regulations, and any special instructions that may be issued by SANDAG or its agents concerning bike parking. The USER will not maintain or store goods or materials that may be dangerous to life, limb, or property or use the bike locker or bike parking facility in such a way as to create a nuisance or disturbance. The USER agrees that SANDAG, its agents, or any law enforcement agency may inspect the USER's bike parking space and move contents for the purpose of ensuring compliance with this AGREEMENT and to perform preventative maintenance of bike parking facilities.

## **No Assignments by USER**

The USER shall not assign or transfer this AGREEMENT or any interest therein.

## **Non-Renewal, Agreement Violations, and Termination**

If the USER chooses not to renew this AGREEMENT within 30 business days of the renewal announcement, the AGREEMENT is terminated. SANDAG will send a notice of termination and the USER shall remove all contents from the assigned locker or group bike parking facility and return the assigned key or BikeLink card to SANDAG via U.S. mail within five business days. Compass Cards do NOT have to be returned to SANDAG, as permissions for group bike parking facility access will be revoked remotely once termination is finalized.

It is within the discretion of SANDAG to terminate this AGREEMENT at any time for any purpose, including violation of this AGREEMENT. Additionally, it is within the discretion of SANDAG to provide the USER with a notice via the USER's email address and/or phone number on file regarding any violations to the AGREEMENT. The USER has 24 hours from the date they received notification of violations to cure and come into compliance with the AGREEMENT. If the USER does not comply within 24 hours of the notice, the AGREEMENT will be terminated, and all contents of the bike parking space shall be removed and disposed of by SANDAG.

The remedies provided herein are in addition to and are not in lieu of any other rights which SANDAG may have against the USER. In any action or proceeding for the enforcement of this AGREEMENT or the collection of any sums which may be due and payable by the USER to SANDAG, the USER agrees to pay SANDAG, in addition to any balance due, expenses, and reasonable attorney's fees incurred by SANDAG.

## **Deposit Refund for Bike Parking**

If this AGREEMENT has been terminated, or the USER no longer wishes to use their assigned locker, the USER shall return the locker key or BikeLink card in its original condition within five business days to SANDAG by mailing the key or BikeLink card, along with a letter stating the USER's current mailing address, to:

SANDAG  
Attn: iCommute  
401 B Street, Suite 800  
San Diego, CA 92101

If the key or BikeLink card is returned as required by this AGREEMENT, SANDAG will refund the USER the entire amount of the security deposit within 60 days of receipt. SANDAG is not liable for keys or BikeLink cards lost or damaged in shipment back to SANDAG. It is recommended that the USER sends the key or BikeLink card to the SANDAG address above in a padded envelope and requests a delivery confirmation from the shipper.

If the AGREEMENT has been terminated, or the USER no longer wishes to use the group bike parking facility, SANDAG will remotely revoke Compass Card access privileges. If the USER sends an email or letter stating that they no longer wish to use the group bike parking facility and includes a current mailing address, SANDAG will refund the USER the entire amount of the security deposit within 60 business days of receipt.

If SANDAG does not receive the locker key or BikeLink card within 15 business days of termination of this AGREEMENT, the USER forfeits the right to the entire amount of the security deposit.

## **Amendment for Convenience**

SANDAG may amend the language of this AGREEMENT at any time. The USER acknowledges and agrees to abide by the guidelines and AGREEMENT and any subsequent updates or amendments.

# AGREEMENT

I, the undersigned, acknowledge that inappropriate use of the bike locker or group bike parking facilities will require that I reimburse all expenses incurred to SANDAG. Inappropriate use of bike parking includes, but is not limited to, any use other than securing one bike and that bike's related accessories.

\_\_\_\_ INITIAL

I, the undersigned, recognize that participation in the PROGRAM is strictly voluntary.

\_\_\_\_ INITIAL

I, the undersigned, acknowledge that SANDAG, its agents, or any law enforcement agency will access the lockers and group bike parking facility and may move items on occasion for the purpose of ensuring compliance with this AGREEMENT and to perform preventative maintenance.

\_\_\_\_ INITIAL

I, the undersigned, acknowledge that I have read the foregoing AGREEMENT and have been fully advised of the potential risks incidental to engaging in the PROGRAM. I further understand and acknowledge that the PROGRAM may be changed or canceled at any time, without obligation, at the sole discretion of the SANDAG.

\_\_\_\_ INITIAL

I, the undersigned, acknowledge that SANDAG reserves the right to terminate the AGREEMENT with a USER and revoke access to mechanical bike lockers, electronic bike lockers, and the group bike parking facility at any time.

\_\_\_\_ INITIAL

This AGREEMENT shall be effective as of the date the USER joins the PROGRAM and receives the key or BikeLink card or their Compass Card is granted access privileges and shall continue in full force until one of the parties terminates this AGREEMENT by providing written notice via email and mail. By participating in the PROGRAM and signing this AGREEMENT, each USER acknowledges and agrees to abide by these PROGRAM guidelines as provided above and any subsequent updates or amendments.

\_\_\_\_ INITIAL

Print, initial, sign, and send the completed AGREEMENT by one of the following means:

- Email attachment to [iCommute@sandag.org](mailto:iCommute@sandag.org);
- Mail to SANDAG, Attn: iCommute, 401 B Street, Suite 800, San Diego, CA 92101; or
- Review and accept this AGREEMENT online at [511sd.com/iCommute](http://511sd.com/iCommute).

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

*The use of a digital signature shall have the same force and effect as the use of a manual signature.*