

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 (the 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 group bike parking facilities. 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 join the PROGRAM, the USER must complete and submit the online "bike parking request form" available at 511sd.com/iCommute. The USER will receive approval from iCommute once their submission details are reviewed and if there is availability at the chosen location.

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 the PROGRAM, please call 511 and say "iCommute."

USER Requirements

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

- Using the bike parking space an average of once per week.
- Storing permitted items only. For the purpose of this AGREEMENT, permitted items are bikes, helmets, air pumps, and water bottles. Bikes must have two wheels and be no larger than a standard adult size. Bikes are allowed to have battery-powered assist; however, a bike utilizing any form of combustion power is prohibited. Shareable bikes, scooters, and motorcycles of any type are not permitted in lockers or group bike parking facilities. Any other items are considered prohibited and will result in the termination of this AGREEMENT.
- Completing annual re-enrollment by accepting the AGREEMENT and confirming USER information or updating information, if outdated.
- Completing surveys and responding to SANDAG emails when requested.

Mechanical Lockers

If the USER is approved access to a mechanical bike locker, the USER shall use the provided key to access a dedicated locker space for the storage of permitted items.

Electronic Lockers

If the USER is approved access to electronic bike locker spaces, the USER shall use the provided BikeLink card to access undedicated, on-demand bike locker spaces for the storage of permitted items. BikeLink is operated by eLock Technologies, the SANDAG electronic bike parking vendor.

The USER understands that by using a BikeLink card, they also are agreeing to the BikeLink System User Agreement, available on bikelink.org. In the event of any conflict between the SANDAG Regional Bike Parking Program Participation Guidelines and Agreement and the BikeLink System User Agreement, this AGREEMENT will govern.

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 bike parking space will always be available for the USER.

The USER understands that only BikeLink cards issued by SANDAG will operate SANDAG-owned electronic bike lockers. The USER understands that BikeLink cards purchased directly from BikeLink will NOT operate SANDAG-owned 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 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 intended for long-term storage.
- **Abandoned:** In this mode, the rental duration has been in an expired state for more than 10 days. Other USERS cannot access the abandoned locker; only the USER who initiated the rental, SANDAG, or eLock Technologies can access the locker. When a rental reaches an abandoned state, SANDAG or eLock Technologies has the right to terminate the USER's AGREEMENT due to improper use and remove and dispose of the property if contents are not retrieved within 48 hours of the termination email.

Group Bike Parking Facilities

If the USER is approved access to a group bike parking facility, the USER shall use the provided BikeLink card to access the group bike parking facility. BikeLink is operated by eLock Technologies, the SANDAG electronic bike parking vendor.

The USER understands that by using a BikeLink card, they also are agreeing to the BikeLink System User Agreement, available on bikelink.org. In the event of any conflict between the SANDAG Regional Bike Parking Program Participation Guidelines and Agreement and the BikeLink System User Agreement, this AGREEMENT will govern.

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 should secure the bike to the rack with a separate, personal lock; however, this is optional and the USER will otherwise park their unsecured bike 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 BikeLink cards issued by SANDAG will open the group bike parking facility. SANDAG is not responsible for BikeLink cards purchased or otherwise obtained from a source other than SANDAG.

Deposit Required

If the USER is approved to join the PROGRAM, SANDAG will grant secure bike parking access for a term of one year. The USER hereby agrees to pay a one-time security deposit of \$25 for bike parking access upon joining the PROGRAM. 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

A key or BikeLink card will be mailed to the USER after SANDAG receives the deposit. Mechanical lockers, electronic lockers, group bike parking facilities, keys, 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.

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. In-person assistance is not available.

If the USER experiences any issues with an electronic locker space, the group bike parking facilities, or an assigned BikeLink card, the USER can call the BikeLink 24-hour support line at (888) 540-0546 or email support@bikelink.org.

Lost or Damaged Keys and BikeLink 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 keys and/or BikeLink cards may only be replaced two times per term. USERS who request a third key replacement within the same term will be terminated from the PROGRAM.

SANDAG will mail keys and BikeLink cards to the USER's address on file. SANDAG is not responsible for keys or BikeLink cards that do not reach their destination. USER will be required to pay for a replacement.

Changes to USER Information

The USER must notify SANDAG when their contact information changes. All changes must be reported within five business days by calling 511 and saying "iCommute" or by emailing 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 termination at the sole discretion of SANDAG.

Participation Agreement Annual Renewal

USERS are required to renew their participation in the PROGRAM annually. Thirty days prior to the end of the annual agreement term, SANDAG will begin sending participation renewal notices to the USER's email address on file. To remain in the PROGRAM, the USER is required to update his/her contact information as necessary and agree to the terms of this AGREEMENT.

- If the USER does not renew the AGREEMENT by the indicated deadline, the AGREEMENT will be terminated 30 days after the deadline and SANDAG will send an email notice of termination.
- Upon termination, the USER must remove all contents from the bike locker or group bike parking facility within 48 hours of the termination email being sent, and return the assigned key or BikeLink card to SANDAG via U.S. mail within 10 business days.
- If contents are not retrieved within 48 hours of the termination email being sent, SANDAG or eLock Technologies will remove and dispose of the property.
- If SANDAG does not receive the locker key or BikeLink card within 10 business days of termination of this AGREEMENT, the USER forfeits the right to the entire amount of the security deposit.

Bike Parking Maintenance

The USER agrees that SANDAG or eLock Technologies reserve the right to inspect the USER's bike parking space and move contents for the purpose of performing 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.

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, its agents, or law enforcement concerning bike parking. The USER will not maintain or store non-permitted items, goods, or materials that may be dangerous to life, limb, or property, or use the bike parking space in such a way as to create a nuisance or disturbance. The USER agrees that SANDAG, eLock Technologies, or any law enforcement agency reserve the right to inspect the USER's bike parking space and remove contents for the purpose of ensuring compliance with this AGREEMENT.

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 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 otherwise be subject to the forces of nature.

Additionally, the USER understands that bikes, their components, and their accessories stored in bike lockers or group bike parking facilities may be stolen or damaged by third parties. The USER agrees to hold harmless SANDAG; eLock Technologies; 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 parking space, except to the extent that such liability arises from the sole negligence or willful misconduct of any such party.

No Assignments by USER

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

Agreement Terminations

It is within the discretion of SANDAG to terminate this AGREEMENT at any time for any purpose, including violation of this AGREEMENT. If the USER has been terminated, SANDAG will provide the USER with a notice via the USER's email address and a phone call. The USER must remove all contents from the bike locker or group bike parking facility within 48 hours of the termination email being sent, and return the assigned key or BikeLink card to SANDAG via U.S. mail within ten business days.

- If contents are not retrieved within 48 hours of the termination email being sent, SANDAG or eLock Technologies will remove and dispose of the property.
- If SANDAG does not receive the locker key or BikeLink card within ten business days of termination of this AGREEMENT, the USER forfeits the right to the entire amount of the security deposit.

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 participate in the PROGRAM, the USER shall return the locker key or BikeLink card in its original condition within 10 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 30 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 SANDAG does not receive the locker key or BikeLink card within 10 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 amended AGREEMENT shall be posted to the SANDAG website. By continuing use of the PROGRAM facilities, the USER acknowledges and agrees to abide by the terms of the 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 storing permitted items. _____ INITIAL

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

I, the undersigned, acknowledge that SANDAG, eLock Technologies, 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 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 group bike parking facilities at any time. _____ INITIAL

I, the undersigned, acknowledge that when using an electronic bike locker, personal information and usage activity is available to SANDAG and eLock Technologies via BikeLink.org. _____ INITIAL

I, the undersigned, agree to follow the terms of the [SANDAG Privacy Policy](#). _____ INITIAL

This AGREEMENT shall be effective as of the date the USER joins the PROGRAM and receives the key or BikeLink card and shall continue in full force until one of the parties terminates this AGREEMENT by providing written notice. 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.

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

- Email attachment to 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.

Signature

Date

Print Name

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