



## DART Central Station Bicycle Storage Agreement

### 1. User Information

Name \_\_\_\_\_

First

MI

Last

Address \_\_\_\_\_

Street

Apt #

\_\_\_\_\_

City

State

Zip Code

Phone \_\_\_\_\_

Day (Include Area Code)

Evening (Include Area Code)

E-mail address \_\_\_\_\_

Drivers License # \_\_\_\_\_

Anticipated Usage:     Everyday     3-4 Days/Week     1-2 Days/Week

2. **Term.** The term of this agreement is one year and becomes effective upon DART's signature. At the time of this agreement, DART's policy is to allow existing storage facility users in good standing to renew this agreement annually. DART reserves the right to change this policy. DART may send you a renewal notice, but it will be your responsibility to ensure that you renew before the end of the term of this agreement.
3. **Annual Fee.** The bicycle storage user fee is \$50.00 per year.
4. **Deposit.** There is a one-time refundable \$50.00 Access Card deposit. This deposit will be returned to you upon the return of the storage Access Card on the day this agreement terminates or expires. If this agreement is renewed, the deposit will be carried forward.
5. **Payment.** Payment of the annual fee must be made by cash or credit card.
6. **Eligibility.** The bicycle storage facility is **first come, first serve**. You may not be eligible to use the storage facility if DART terminated an agreement with you in the past for misuse or abuse of the DART bicycle storage facility.
7. **Permitted Use of Storage.** You may store **one** bicycle (including electric power-assisted bicycles of normal bicycle size) and related bicycle equipment (such as a helmet and jacket). You may **not** use the storage facility for any other purpose or storage of anything other than your bicycle and items related to your bicycle commute. You may **not** lease, rent or share your Access Card with anyone else. A bicycle permit will be provided and will need to be placed in a visible location on your bicycle.
8. **Hours of Operation.** The bike storage facility hours are 5:30am to 10:00pm (M-F), 7:00am to 6:00pm (Sat & Sun) and closed on holidays (New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day).
9. **Inspection by DART.** DART has the right to inspect the bicycle storage facility at any time without notice to ensure permitted use of the facility, for safety and security checks, and to gather information about the use of the racks.

**10. Termination.** DART may terminate this agreement at any time for any reason upon 30 days notice by mail or email to your addresses above. DART may terminate this agreement immediately if (1) there is an emergency; (2) law changes, safety or security require it; or (3) it finds items in the storage facility other than those permitted in section 7. DART will notify you promptly of an immediate termination. If this agreement is terminated for cause (for example, violation of section 7), you will not receive a pro rata refund of your use fee. You may terminate this agreement at any time, but will not receive a pro rata refund of your use fee.

**11. Vacating Storage Facility and Access Card Return.** You must remove all property from the storage facility by the end of the term (if not renewed) or the effective date of termination and return the Access Card to DART Central Station upon termination. If DART terminated this agreement immediately for one of the reasons cited in section 9, DART has the right to empty the storage facility of any property stored and to deactivate your Access Card. You will have 14 days from the post date or email date of DART's notice to pick up your stored property and return your Access Card. If you do not claim the property within this time, DART may dispose of the items as unclaimed property in accordance with applicable state law. If your Access Card is not returned within the times specified above, DART may keep your deposit.

**12. Damages.** You are responsible for the cost of any repair due to the misuse or abuse of the storage facility. DART's bicycle storage facility is monitored by 24-hour video surveillance, and any misuse or abuse of the storage facility will be reported to the appropriate law-enforcement authorities. Criminal activities will be prosecuted.

**13. Notices.** All notices to be provided to you under this agreement may be made by either regular or certified mail or email. You are responsible for notifying DART of a change of address.

**14. Liability Limits.** While the bicycle storage facility provides an additional level of security over regular bicycle racks, they are not guaranteed to prevent theft or damage. Use of the facility is at your own risk. DART is not responsible for fire, theft, loss, or damage to the bicycle or any other item(s) left in the facility. You are responsible for ensuring that your bike is properly secured.

I UNDERSTAND AND ACKNOWLEDGE MY RESPONSIBILITIES AND THE LIMITATIONS PLACED ON MY USE OF THE BICYCLE STORAGE FACILITY. I ALSO UNDERSTAND AND ACKNOWLEDGE DART'S RIGHTS AND LIMITATIONS OF LIABILITY PROVIDED IN THIS AGREEMENT. I HAVE READ AND ACKNOWLEDGE THE RULES OF CONDUCT PERTAINING TO BICYCLIST IN DART CENTRAL STATION. AGREED:

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User Signature

Date

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Authorized DART Signature

Date

**Send to:**

DART  
Customer Service, Bicycle Storage  
620 Cherry Street  
Des Moines, IA 50309

**For Office Use Only:**

Bike Permit # \_\_\_\_\_ Badge # \_\_\_\_\_

The terms and conditions of this agreement are subject to change.