



## BICYCLE LOCKER AGREEMENT

**Please print and complete in full. Read this Agreement before you sign it.**

This Bicycle Locker Agreement is between SHM MBYH, LLC d/b/a Safe Harbor Marina Bay Yacht Harbor (the “Marina”), the individual named below under the following terms and conditions:

Commencement Date: \_\_\_\_\_

Term: MONTH –TO-MONTH

Account Number \_\_\_\_\_

Name: \_\_\_\_\_

Dock Slip Number \_\_\_\_\_

Home Address: \_\_\_\_\_

Bike Locker Number \_\_\_\_\_

\_\_\_\_\_

Bike Locker Key # \_\_\_\_\_

Phone: ( ) \_\_\_\_\_ Email: \_\_\_\_\_

Monthly Rental Fee: \_\_\_\_\_

Key Deposit: \_\_\_\_\_

**1. TERM.** The term of this Agreement shall begin on the Commencement Date and continue on a calendar month to calendar month basis. **Either party may terminate this Agreement by giving the other party at least thirty days written notice.**

**2. BICYCLE LOCKER FEES AND OTHER CHARGES.** **Bicycle locker fees are due on or before the first day of each month without deduction or demand.** Bike locker renter may be sent a monthly statement setting forth the locker fees and other charges due. Amounts appearing on the monthly statement are **due by the 1st day of the month.** Marina shall be entitled to interest at the maximum rate provided by law and late charges as provided in paragraph 4 on any payment more than ten (10) days past due. Non-receipt of billing statements does not relieve renter of the obligation to pay all charges due. All payments shall be made at the Marina’s address set forth above or as indicated on the invoice.

**3. KEY DEPOSIT.** Bike locker renter shall pay to Marina a key deposit to secure the performance of renter’s obligations under this Agreement, which shall not be in lieu of any other locker fees. If the locker key is not returned to the Marina upon termination of this agreement the Marina may recover possession of the locker, retain the key deposit and dispose of any property remaining in the locker in accordance with law.

**4 USE OF LOCKERS.** Bike locker renter may use the locker to store a bicycle, and for no other purpose. Marina reserves the right to exclusive control over the use of the locker. Marina may terminate this agreement without notice if lockers are misused or if any term of this agreement is violated.

**5. ASSIGNMENTS.** Bike locker renter may not sublet or assign this Agreement and/or the right to use the locker.



6. **ACCESS TO LOCKERS.** In case of perceived emergency, Marina is authorized to do whatever Marina deems reasonably appropriate, including forced entry of lockers, without liability for damages or loss of any kind arising from such action or inaction, unless such damage or loss directly results from Marina's gross negligence.

7. **RESPONSIBILITY FOR DAMAGE.** Bike locker renters shall be responsible for and shall promptly, upon demand, pay Marina for any costs or damage incurred by the Marina or others due to acts or omissions of the renter. This provision is in addition to, and not in lieu of, the provisions set forth in the Disclaimer of Liability and Agreement to Indemnify.

8. **DEFAULT; REMEDIES.** If Bike locker renter breaches this Agreement and such breach continues for ten days after Marina has given written notice of the breach to the renter, the renter shall be in default. Upon default, Marina may exercise any and all remedies available hereunder or at law.

9. **WARRANTIES.** Marina makes **NO WARRANTIES, EXPRESS OR IMPLIED**, as to the condition of the bicycle locker or Marina Bay Yacht Harbor.

10. **NOTICES.** Any notice hereunder shall be in writing and shall be deemed to be given if and when it is personally delivered to the other party or five days after it is deposited in the mail, addressed to the other party at the addresses set forth in the Agreement. Bike locker renter is responsible for informing Marina of any changes to renter's current address and phone number.

11. **The Undersigned waives any claim to the right to privacy and expressly consents to allow the Marina or its authorized agent to open and inspect the locker and the contents thereof at any time without prior notice in case of emergency, to determine if a health or safety hazard exists or if there is probable cause that one or more terms of the agreement is being violated.**

**Boat Owner on his own behalf acknowledges that he has read and fully understands this Bicycle Locker Agreement. Bike locker renter certifies that the information provided is correct and agrees to promptly notify the Marina in the event of changes to the above information.**

**"MARINA"**  
**SHM MBYH, LLC**

\_\_\_\_\_  
**(Signature)**

\_\_\_\_\_  
**(Date)**

\_\_\_\_\_  
**(Signature)**

\_\_\_\_\_  
**(Date)**

\_\_\_\_\_  
**(Print Bike Locker Renters Name)**