

# Facility Use Agreement



## For Use of the Secure Bike Parking Facilities

Welcome to the City of Terrace Secure Bike Parking Storage Facilities. Please ensure you have read the entire Agreement below, then sign this Agreement and present the agreement along with valid photo ID, to the respective City of Terrace Facility.

Location of Facilities: Public Works, City Hall, Terrace Public Library, Aquatic Centre

### **AGREEMENT FOR THE USE OF THE FACILITIES**

In consideration of the City of Terrace permitting me to use its secure bike parking facilities (the "**Facilities**"), I hereby agree to the following terms and conditions:

1. **Security:** I acknowledge my use of the Facilities is non-transferable, and I will not permit any other person access to the Facilities. Specifically, I will not disclose the access code for the Facilities to any other person under any circumstances.
  2. **Risk of Use:** I acknowledge the Facilities are not monitored or regularly patrolled, and I agree that my use of the Facilities is entirely at my own risk.
  3. **Waiver of Liability:** I acknowledge and agree that the City of Terrace is not responsible for any damages I may suffer (including any damage to, or the theft of, my bike or other personal property) resulting from my use of the Facilities, and I hereby waive any and all future claims or actions that I may have against the City of Terrace (and any person employed or otherwise affiliated with the City of Terrace) relating to my use of the Facilities.
  4. **Changes to Access:** I acknowledge that City of Terrace may change the access code to the Facilities from time to time without notice. Although City of Terrace may provide notice of an access code change, I agree that it is my responsibility to ensure I have latest access code.
  5. **Duration of Use:** I acknowledge the Facilities are daily use only and I will not leave or store any personal property, including my bike, overnight. I further acknowledge that the City of Terrace may, without liabilities and without notice, remove and dispose of any bike or locker contents left or stored overnight at the Facilities. The use of the facilities is a "first come, first served" basis and may hold a maximum of 10 bikes at any one time.
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- 6. **Disposal of Removed Items:** If the City of Terrace removes any items from the Facilities, they will be stored for one month, after which City of Terrace may dispose of any unclaimed items as it may determine, in its sole discretion.
  
- 7. **Changes to the Terms and Conditions:** I acknowledge and agree that the City of Terrace may amend the terms and conditions of this Agreement at any time by posting a notice at the Facilities or by updating the latest version of this Agreement on its website.
  
- 8. **Misuse of Facility:** I agree that City of Terrace may immediately terminate my use of the Facilities if:
  - (a) I fail to comply with this Agreement;
  - (b) I fail to comply with any reasonable directions of City of Terrace (including from its employees or agents) regarding the use of the Facilities; or
  - (c) misuse or abuse of the Facilities.
  
- 9. **Term:** I agree the City of Terrace may terminate this Agreement at any time, at which time my right to use the Facilities immediately cease.

Last Name \_\_\_\_\_

First Name \_\_\_\_\_

Phone Number \_\_\_\_\_

Email Address \_\_\_\_\_

Bike Information:

Make & Model \_\_\_\_\_

Serial Number \_\_\_\_\_

Color \_\_\_\_\_

Yes, I agree my e-mail address can be used only for the purpose of receiving information regarding the Facilities.

I hereby consent to the Terms and Conditions for usage.

Signature \_\_\_\_\_

Date \_\_\_\_\_

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