# DIABLO VALLEY COLLEGE
# BICYCLE LOCKER SPACE LEASE AND KEY DEPOSIT AGREEMENT

| (circle one) | Lessee's Name (Print) | Student/Employee I.D. # | Cell or Campus Phone | Home Phone |
|---|---|---|---|---|
| Faculty | | | | |
| Staff | Address(Street) | (City) | (State) | (Zip) |
| Student | email address | | | |

## Bicycle locker space lease

DVC ("Lessor") hereby leases to the undersigned ("Lessee") bicycle locker space at Lessor's bicycle locker facilities for one bicycle as designated below on the following terms and conditions:

1. Prior to locker rental, Lessee shall complete "Prior Travel Mode Survey" and submit it to the Student Life Office
2. **LOCKER RENTAL.** Lessee shall use the locker space so leased only for the storage of one bicycle and its accessories. Lessee agrees to lease the assigned bicycle locker space for the following period and applicable rate:_____ Semester_____.
3. **LOCKER SPACE LEASE RENEWAL.** Lessor will send renewal forms and follow-up travel survey to Lessee at address on file with the Student Life Office before this lease expires. Lease may renew by completing forms and follow-up travel survey and return originals to the Student Life Office with payment at least (5) working days prior to the expiration of this Lease. If Lessee does not renew this Lease, Lessee must remove all contents and notify the Student Life Office at least five (5) working days prior to the first day of the following semester. Failure to return key, upon termination of Locker Space Lease will result in forfeiture of the key deposit fee.
4. **REFUNDS**, Refunds will be granted the first (10) days of the semester.
5. **WAIVER OF RESPONSIBILITY.** It is mutually agreed that the Lessor is not and will not be held responsible for the safe keeping of Lessee's bicycle and any property contained or attached to the locker space assigned hereunder, and for any injury of any damage arising out of Lessee use of the locker space assigned, It is further agreed that Lessee will make such arrangement regarding insurance coverage for the bicycle as Lessee deems necessary to protect Lessee's interest in the event of loss or damage. Lessee further agrees to defend and hold Lessor harmless from any injury or damages resulting from Lessee's use of the locker.
6. **COMPLIANCE WITH LAWS AND REGULTIONS.** Lessee agrees to comply with all laws, rules, regulation, and any special instructions that may be issued by Lessor or its agents concerning the locker space. Lessee will not maintain or store anything that may be dangerous to life, limb, or property, or use the locker space in such way as to create a nuisance or disturbance, Lessee agrees that Lessor or its agent may inspect Lessee's locker space for the purpose of observing Lessee's compliance with this agreement.
7. **ASSIGNMENT OF LEASE OR LOCKER SPACE**, Lessee is hereby assigned bicycle locker space#_____ location_____. Lessee shall not assign or transfer this Lease or any interest therein. Lessee's use of the locker space is conditional upon the Lessee's being a current student, faculty or staff member.
8. **LEASE EXPIRATON/TERMINATION.** If Lessee does not renew the lease as herein provided. Lessee shall forfeit use of the locker space. In that event Lessor will take possession of any contents remaining within the locker space and contents will be sent to Police Services and disposed of as Lost and Found property in accordance with Lessor's rules and regulations regarding such property. Lessee shall forfeit key deposit fee. This lease may be terminated by Lessor for the breach of any of the terms and conditions herein. The remedies thus provided herein are in addition to, and are not in lieu of, any other rights which Lessor may have against Lessee. In any action or proceeding for the enforcement of this Lease or the collection of any sums which may be due and payable by Lessee or Lessor, Lessee agrees to pay lessor, in addition to any balance due. Lessor's expenses and reasonable attorney's fees.
9. **ENTIRE AGREEMENT.** This constitutes the entire agreement between the parties. No modification or amendments of this agreement shall be valid unless in writing and signed by both parties.

I have read and understand the terms of the Lease and agree to the terms.

_____ _____ _____ _____

Lessee's Signature | Date | Lessor Designees Signature | Date

## KEY DEPOSIT AGREEMENT

1. I hereby acknowledge receipt of the key (#_____) for the above locker. Although the key will be in my possession I understand that it remains the property of Diablo Valley College. I agree not to release it to unauthorized persons or use it in a manner other than that for which it was issued. I further agree not to duplicate it.
2. I take full responsibility for loss or damage to key during the time it is in my possession. I understand that I must return a damaged key to the Student Life Office in order to obtain a replacement. I also understand that I forfeit my initial key deposit if a key is lost or damaged and that I must pay a new deposit of $_____ to obtain a replacement for the lost or damaged key.
3. I understand that failure to return the key immediately upon termination of my current status as an employee or student of Diablo Valley College or upon termination of the Locker Space Lease, whichever occurs first, will result in forfeiture of my key deposit. I understand that the deposit of $_____ is to be refunded upon the return of the key in working condition. I further understand the refund will be in the form of a check payable to the Lessee and mailed to the address provided the Student Life Office.

I have read and understand the terms if this Agreement and agree to the terms.

_____ _____ _____ _____

Lessee's Signature | Date | Lessor Designees Signature | Date