



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 (hereafter referred to as USER) shall be subject to the following guidelines as dictated by the type of bike parking available at the USER's chosen location. Bike parking provided by the PROGRAM is intended for long-term use, such as recurring trips to work or school. There are three types of bike parking in the PROGRAM: mechanical lockers, electronic lockers, and a group bike parking facility at the Sabre Springs/Peñasquitos Transit Station.

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 gain access to bike parking, the USER must have an online iCommute account. If the USER does not have an iCommute account, one will be created for the USER when they submit the "Bike Lockers and Secure Bike Parking Request Form" available at 511sd.com/iCommute.

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 an iCommute account and participate in the PROGRAM, please call 511 and say "iCommute."

Use of Bike Parking

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

- Maintaining an online iCommute account;
- Using the assigned bike parking once per week on average. If the USER will be unable to use bike parking for more than 30 days, please call 511 and say "iCommute," or email iCommute@sandag.org to inform SANDAG of the break in usage;
- Completing surveys as requested; and
- Complying with the PROGRAM guidelines as described in this AGREEMENT.

The USER certifies that their use is for the purpose of storing one bike and its accessories ONLY. For the purposes of this AGREEMENT, a bike is two-wheeled and is no larger than standard adult size. Bikes are allowed to have battery-powered assist; however, a bike utilizing any form of combustion power is prohibited. Bikes and scooters weighing over 60 pounds are not permitted in lockers or the group bike parking facility. Motorcycles of any type are not permitted.

Mechanical Locker USERS

If the USER is assigned a mechanical locker, the USER shall use the provided key to access a dedicated locker for the storage of one bike and its accessories for the primary purpose of commuting to and from work or school.

Electronic Locker USERS

If the USER is assigned an electronic locker, the USER shall use the assigned BikeLink card to access an undedicated, on-demand bike locker space for the storage of one bike and its accessories for the primary purpose of commuting to and from work or school.

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 and agrees that other bike commuters also will have access to the on-demand electronic bike locker.^[1] 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 parking space will always be available for the USER.

The USER understands that only BikeLink cards issued by SANDAG will operate electronic bike lockers in the San Diego region. The USER understands that BikeLink cards purchased directly from BikeLink will NOT operate SANDAG 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 three 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 assigned BikeLink card.
- Secured – in this mode the locker door is locked and can only be re-opened by the same 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.

Group Bike Parking Facility USERS

If the USER is assigned to a group bike parking facility, the USER shall use a previously purchased Compass Card that has been granted access privileges by SANDAG in order to enter the group bike parking facility. 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 may secure the bike to the rack with a separate, personal lock; however, this is optional and the USER will otherwise park within the facility at their own risk. Approved USERS may utilize the bike amenities

^[1] Only one USER can access and use an on-demand electronic bike locker space at a time.

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 Compass Cards granted access privileges by SANDAG will open the group bike parking facility.

Deposit Required for Lockers (Mechanical and Electronic) and Group Bike Parking Facility

SANDAG will grant secure bike parking access to the USER for a term of one year. The USER hereby agrees to pay a security deposit of \$25 and submit photo identification^[2] in order to access mechanical or electronic lockers. A copy of the USER's Compass Card (front and back), in addition to \$25 security deposit and a copy of their photo identification, must be submitted in order to access a group bike parking facility. 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
401 B Street, Suite 800
San Diego, CA 92101
Attn: iCommute

If deposit and photo identification are received, SANDAG will mail the USER a key or BikeLink card. Mechanical lockers and keys, as well as electronic lockers 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.

If deposit, photo identification, and a copy of the USER's Compass Card are received, SANDAG will remotely grant group bike parking facility access

^[2] All information will be kept pursuant to the SANDAG Privacy Policy, which can be found at sandag.org/privacy.

privileges to the Compass Card and notify the USER via email or phone. The group bike parking facility will remain the property of SANDAG at all times. The USER agrees not to release their Compass Card to unauthorized persons or use it in a manner other than that for which it was issued.

Lost or Damaged Keys, BikeLink Cards, and Compass 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 ten calendar days. Lost or damaged keys and/or BikeLink cards will not be replaced until SANDAG has received the replacement fee of \$25 in the form of check or money order.

Lost or damaged Compass Cards used for accessing the group parking facility must be reported to SANDAG within ten calendar days. In order to regain bike parking approval, the USER must purchase a new Compass Card and then contact SANDAG to request that access privileges be granted to the USER's new Compass Card.

Failure to report a lost key, BikeLink card, or Compass Card within the designated time constitutes a violation of this AGREEMENT.

Changes to USER Information

The USER is responsible for keeping the USER's iCommute account updated, including, but not limited to email and mailing address. All changes must be reported within 30 calendar days. As discussed above, the USER must also report extended periods of non-use of the bike locker or group bike parking facility to iCommute.

Failure to provide updated information to SANDAG in a timely manner constitutes a violation of this AGREEMENT and may result in the eviction of the USER from the PROGRAM at the sole discretion of SANDAG.

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 secure 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 be otherwise subject to the forces of nature. The USER agrees that SANDAG may enter bike parking facilities and move contents to perform preventative maintenance of bike parking facilities. Additionally, the USER understands that bikes, their components, and their accessories stored in bike lockers or secure group bike parking facilities may be stolen or damaged by third parties. The USER agrees to hold harmless SANDAG; Metropolitan Transit System; San Diego Trolley, Inc.; California Department of Transportation; North County Transit District; 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 locker space or a group bike parking facility except to the extent that such liability arises from the sole negligence or willful misconduct of any such party.

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 or its agents concerning bike parking. The USER will not maintain or store goods or materials that may be dangerous to life, limb, or property, or use the bike parking in such a way as to create a nuisance or disturbance. The USER agrees that SANDAG, its agents, or any law enforcement agency may inspect the USER's bike parking space and move contents for the purpose of ensuring compliance with this AGREEMENT and to perform preventative maintenance of bike parking facilities.

No Assignments by USER

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

Participation Agreement Annual Renewal

SANDAG will send a renewal email and letter to the USER's email address and mailing address on file each year. To remain in the PROGRAM, the USER is required to renew this AGREEMENT annually, update his/her contact information in iCommute as necessary, and indicate the USER's agreement with the guidelines in this AGREEMENT by checking the applicable box.

Non-Renewal and Termination for Cause

If the USER chooses to not renew this AGREEMENT within 30 days of the renewal email, the USER shall remove all contents from the assigned locker or group bike parking facility and return the assigned key or BikeLink card to SANDAG via U.S. Mail within ten business days from the date of SANDAG's notice of termination. Compass Cards do NOT have to be returned to SANDAG, as permissions for group bike parking facility access will be revoked remotely once termination is finalized.

SANDAG may immediately terminate this AGREEMENT for cause for breach of guidelines herein. In the event that this AGREEMENT is terminated for cause, the USER will have ten business days from the date of SANDAG's notice of termination to empty the locker or group bike parking facility of all contents.

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, SANDAG's expenses and reasonable attorney's fees.

Deposit Refund for Bike Parking

If this AGREEMENT has been terminated, or the USER no longer wishes to use their assigned locker, the USER shall return the locker key or BikeLink card in its

original condition within ten days to SANDAG by mailing the key or BikeLink card, along with a memo stating current mailing address, or delivering to:

SANDAG
401 B Street, Suite 800
San Diego, CA 92101
Attn: iCommute

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 60 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 along with a memo stating current mailing address and request a delivery confirmation from the shipper.

If this AGREEMENT has been terminated, or the USER no longer wishes to use the group bike parking facility, SANDAG will remotely revoke Compass Card access privileges. If the USER provides a memo stating that they no longer wish to use the group bike parking facility and includes a current mailing address, SANDAG will refund the USER the entire amount of the security deposit within 60 days of receipt.

Amendment for Convenience

SANDAG may amend the language of this AGREEMENT at any time. The USER acknowledges and agrees to abide by the guidelines and AGREEMENT and any subsequent updates or amendments.

Disposal of Property

In the event of termination of this AGREEMENT, SANDAG will take possession of any property not removed by the USER from a bike locker or group bike parking facility in accordance with the terms of this AGREEMENT and will dispose of such property in accordance with this AGREEMENT after 30 calendar days.

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 securing one bike and that bike's related accessories.

____ INITIAL

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

____ INITIAL

I, the undersigned, acknowledge that SANDAG, its agents, 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 Participation 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 the SANDAG.

____ INITIAL

This AGREEMENT shall be effective as of the date the USER joins the PROGRAM and receives the key, BikeLink card, or their Compass Card is granted access privileges and shall continue in full force until one of the parties terminates this AGREEMENT by providing written notice. No modifications or amendments to this AGREEMENT shall be valid unless in writing and signed by both parties. 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.

____ INITIAL

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

- Email attachment to iCommute@sandag.org;
- U.S. Mail to SANDAG, 401 B Street, Suite 800, San Diego, CA 92101, Attn: iCommute;
- Or review and accept this AGREEMENT online at 511sd.com/iCommute.

Signature

Dated

Print Name

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