

COUNTY OF LOS ANGELES
 DEPARTMENT OF BEACHES AND HARBORS
 BOATING AND MARINA MANAGEMENT SECTION
 COMMUNITY AND MARKETING SERVICES DIVISION
 FISCAL BUILDING
 13575 MINDANAO WAY
 MARINA DEL REY, CA 90292
 TEL (310) 301-9152
 FAX (310) 821-1621



BICYCLE LOCKER APPLICATION

Single Double

INSTRUCTIONS: Complete the section below with the required information and read the terms of the attached storage permit.
PLEASE SUBMIT: Picture(s) of your bicycle(s) and a copy of your driver license or similar ID.

Agreement Location Locker
 Last Name First Name MI
 Address
 City State Zip Code
 Mobile Home Work
 E-mail

DESCRIPTION OF BICYCLE(S)

Make/s
 Color/s Type/s
 Serial No License No
 Signature Date

DEPARTMENT USE ONLY

| | | | |
|--------------------------|--|-------------------------|--|
| ANNUAL RENTAL FEE | SINGLE/FITS 1 = \$150.00 DOUBLE/FITS 2 = \$200.00 | SECURITY DEPOSIT | SINGLE/FITS 1 = \$ 50.00 DOUBLE/FITS 2 = \$100.00 |
| | | KEY CARD DEPOSIT | LOCKER KEY = \$ 30.00 |
| Agreement Dates | BEGINS <input type="text"/> /01 OF YEAR <input type="text"/> | <input type="text"/> | AND ENDS 06/30 OF YEAR <input type="text"/> |
| Yearly Fee | <input type="text"/> | Rate/Pro-rate | <input type="text"/> |
| Key Copy | <input type="text"/> | Sec. Deposit | <input type="text"/> |
| Forfeiture | <input type="checkbox"/> Forfeits Lock & Key Deposit | Key Deposit | <input type="text"/> |
| Status | <input type="radio"/> NEW <input type="radio"/> RENEW | Total Amount | <input type="text"/> |

DOUBLE BICYCLE STORAGE PERMIT

THIS PERMIT is made and entered into the day, month and year last below written by and between _____ "PERMITTEE" and the COUNTY OF LOS ANGELES, a body corporate and politic, hereinafter referred to as "County".

WITNESSETH:

1. County, in consideration of the full performance by Permittee of the terms and conditions set forth in this permit grants to Permittee the right to place two (2) non-motorized bicycles in bicycle storage locker number _____ located at _____ (hereinafter "storage locker"), within a bicycle storage area at Marina del Rey (hereinafter "Marina"). Assignment of storage lockers shall be subject to the discretion and modification of the Director of the Department of Beaches and Harbors (hereinafter "Director") or his designee.
2. The Permit shall commence on _____ (the "Commencement Date"), and shall expire on the next June 30th ("Expiration Date").
3. This Permit may be extended for a twelve (12) period by paying the annual rental fee, in advance for the next twelve (12) month period, no later than the June 1st date that is just prior to the Expiration Date ("Rental Payment Date"), and if Permittee is not otherwise in default under the terms and conditions of this Permit on the Rental Payment Date.
4. County reserves the right to adjust rental rates prior to each and every extension of this Permit or upon thirty (30) days' written notice to Permittee at any time during the term or any extension of this Permit.
5. If payment of the annual rental fee is not received by the Rental Payment Date, and Permittee desires to extend this Permit, Permittee must pay, along with the annual rental fee, a late payment charge of Fifteen Dollars (\$15.00). If these amounts are not paid by the Expiration Date, this Permit will expire as of the Expiration Date without further notice to Permittee and Permittee must vacate the storage locker as provided herein.
6. Permittee shall pay an annual rental of Two Hundred Dollars (\$200.00). Any proration of rent shall be calculated on a monthly basis, as determined by the County.
7. Any additional fees and charges shall be deemed additional rent and are due and payable within fifteen (15) calendar days. In the event that this additional rent is not paid within fifteen (15) calendar days, a Fifteen Dollar (\$15.00) late payment fee will be charged and the security deposit (as provided for in paragraph 10, below) may be applied against the late payment charge and any other amounts owed the County pursuant to this Permit and the Permit shall be terminated.
8. Permittee agrees that the assigned bicycle storage locker shall be used expressly and exclusively for the storage of two (2) non-motorized bicycles. Permittee further

agrees that the County may enter and inspect said locker at any time to verify its use under this condition. If during this inspection, any items other than two (2) non-motorized bicycles are found in said locker, Permittee shall be considered in default of this Permit. Failure to comply with this condition within three (3) working days after receipt of written notice of non-compliance may result in the County's removal of all contents of said storage locker to an area where Permittee does not have access and may incur the assessment of additional storage fees.

9. Notwithstanding anything herein to the contrary, either party may at any time cancel this Permit by giving fifteen (15) days cancellation notice to the other in writing.
10. Prior to commencement of this Permit, Permittee must pay the County a security deposit of One Hundred Dollars (\$100.00) and a key deposit of Thirty Dollars (\$30.00). The security deposit shall be returned to Permittee as soon as reasonably practical after termination or cancellation of the Permit if all rent for the term of the Permit has been paid and the County determines that the storage locker has not been damaged by Permittee's use. The key deposit will be returned to the Permittee as soon as reasonably practical after termination or cancellation of the Permit provided, however, that the key is returned to the County within ten (10) days after termination or cancellation of this Permit, and County determines that the key and lock are in useable condition.
11. In the event that the key for the storage locker has to be replaced prior to the termination or cancellation of the Permit, Permittee shall within ten (10) days from receipt of written notice from County pay County the cost of replacing the key. This charge is for key replacement and is non-refundable. In the event that the lock on the bike locker needs to be replaced due to damage caused by Permittee, Permittee shall within ten (10) days from receipt of written notice from County remit to County the cost of replacing the County lock. In the event that Permittee fails to remit said amount within the ten (10) day period, County shall have the right to do any or all of the following: a) terminate the Permit; b) remove the contents in the locker; or, c) retain key deposit and security deposit as part of the reimbursement for replacement of the County lock.
12. Permittee assumes the risk of loss, damage or destruction of the storage locker's contents, and all items of personal property that are stored within, or left in the bicycle storage area, due to theft, fire, earthquake, flood, storms, war, insurrection, riot, public disorder, vandalism, or negligent acts or omissions of third persons, other than through the negligent or willful acts of County employees. Permittee acknowledges that this Permit constitutes a license for use rather than a contract for bailment and that payments made for the Permit are for the privilege of use rather than deposit and/or storage.
13. Permittee shall indemnify, defend and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and claims for damages of any nature

whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage, including damage to County property, arising from or connected with the Permittee's acts and/or omissions arising from and/or relating to this Permit.

14. Permittee hereby releases and discharges County, its Special Districts, elected and appointed officers, employees, and agents from all claims and demands by Permittee for loss of or damage to Permittee's property, arising from or connected with Permittee's use of any County property pursuant to this Permit.
15. Permittee's release as set forth in paragraph 14, above, shall apply to all unknown or unanticipated results of Permittee's use as well as those known and anticipated, and Permittee hereby waives all rights under California Civil Code section 1542, which states as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

Permittee represents and warrants that Permittee has read California Civil Code section 1542 and understands the meaning and effect of Permittee's waiver of the rights thereunder.

16. The Director may, from time to time, in his discretion promulgate rules and regulations regarding the use of the bicycle storage area. Permittee hereby agrees to comply with all such rules and regulations and all applicable Federal and State laws and County ordinances, in addition to the terms and conditions of this Permit.
17. Waiver of any provisions herein or of the rules and regulations governing the use of the bicycle storage area shall not be deemed a continuing waiver or a waiver of any other provision, rule or regulation.
18. County may terminate this Permit at any time and without prior written notice in the event of violation of laws, ordinances, rules, regulations, signs or the lawful instructions of Director or his agents, or in the event of the disregard or breach of any of the terms or conditions herein. Termination for any reason shall not relieve Permittee from liability incurred prior to such termination and prior to removal of all of Permittee's property from the bicycle storage area. Permittee shall pay all costs for removing property from the bicycle storage area, storage fees for locker contents, attorney's fees and any other costs incurred by County or its agent.
19. Upon the termination of the Permit, Permittee, at Permittee's own cost and expense, shall remove the locker's contents within three (3) days and restore storage area to the same state and condition prior to use by Permittee. Should Permittee fail to remove Permittee's bicycle(s) and restore the storage area to the same state and condition as prior to use by Permittee within three (3) days, the County may in addition to other legal remedies, forthwith remove said bicycles and items of personal

property and restore said storage area to the same state and condition as prior to use by Permittee at Permittee's expense. Permittee shall pay rent for any period of time after the termination or expiration of this Permit that Permittee continues to occupy the Premises or that County stores Permittee's property, whether on the Premises or off-site.

20. County reserves the right to dispose of any personal property of Permittee not removed from the bicycle storage area in accordance with paragraph 19, above, pursuant to Business and Professions Code section 21700, et seq.
21. Notices required herewith may be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope, with postage prepaid, at any United States Post Office facility. Such notices shall be addressed to County of Los Angeles Department of Beaches and Harbors, Attn: Bicycle Locker Manager, 13837 Fiji Way, Marina del Rey, California 90292-6910. Such notices shall be addressed to the Permittee at the address shown below or at such other address as Permittee may from time to time provide in writing to County. Permittee shall keep County advised of Permittee's current address.
22. Please be advised that any invoices or notices given by County for payment are for convenience only. Failure by County to provide invoices or notices shall in no way change Permittee's obligations or excuse delinquencies or waive any of County's rights under the permit. Permittees are obligated to pay rent and other charges, in the amount and the manner set forth in this permit.

IN WITNESS WHEREOF, the Permittee has executed this Permit and the County has caused this Permit to be executed on its behalf by the Director of the Department of Beaches and Harbors, County of Los Angeles on _____, _____.

Permittee's Signature

Address: _____

COUNTY OF LOS ANGELES
GARY JONES, DIRECTOR

By: _____

Title: _____

PERMIT CANCELLATION

DINGHY & BICYCLE LOCKERS

DATE _____ AGREEMENT # _____ RACK/LOCKER # _____

NOTICE OF CANCELLATION MUST BE RECEIVED IN WRITING THIRTY (30) DAYS IN ADVANCE OF THE EFFECTIVE DATE.

I HEREBY REQUEST CANCELLATION OF MY ASSIGNED RACK/BICYCLE LOCKER AND PERMIT WITH LOS ANGELES COUNTY BEACHES & HARBORS, EFFECTIVE DATE _____ . (MM/DD/YYYY)

I AGREE TO PAY MY LAST MONTH RENT AND RETURN ANY KEY(S) ASSIGNED AND/OR TO RESTORE "STORAGE AREA" TO CONDITION PRIOR TO AGREEMENT.

UPON INSPECTION OF THE AREA ASSIGNED, THE SECURITY DEPOSIT WILL BE RETURNED LESS DAMAGE OR LOSS.

Security Deposit: the deposit will be returned to the Permittee, less any damages noted during the inspection of the assigned rack area or bicycle locker and less any deposit for items not returned such as key(s).

NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

CONTACT/CELL # _____

REASON FOR CANCELLATION _____

SIGNATURE _____ DATE _____

OFFICE USE:

DATE RECEIVED _____

LAST FY PAID _____

KEY(S) RETURNED _____