

SINGLE BICYCLE STORAGE PERMIT

This Permit is made between the undersigned party (the "Permittee") and the City of Redondo Beach, a chartered city and municipal corporation (the "City").

WHEREAS, the Permittee desires to lease from the City one (1) bicycle storage locker, locking mechanism, and door (collectively the "Locker") at the City Transit Center located at 1521 Kingsdale, Redondo Beach, CA 90278; and

WHEREAS, the City desire to provide the Locker to Permittee upon the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the City and the Permittee agree as follows:

1. Locker: The City leases the Locker at the City Transit Center to the Permittee, upon the terms and conditions set forth herein. Assignment of the Locker shall be subject to the discretion of the City's Transit Manager or designee.
2. Permit Period: The Permit shall commence on _____ (the "Commencement Date"), and expire on _____ for a six month term. Thereafter, Permittee may renew this Permit by remitting payment for the renewal period and providing written notice to the City at least thirty (30) days prior to the expiration date of this Permit. In the event of a renewal, a new Permit shall be executed and if applicable, subject to any increase in fees.
3. Permit Fee: On the Commencement Date, the Permittee shall pay the fee to the City for the Locker, in the amount of \$24.00. Any changes in the fee for a renewal term (if applicable) shall be communicated to the Permittee no later than 15 days prior to the effective date of change of the fee.
4. Security Deposit: On the Commencement Date, Permittee shall pay a one-time security deposit of twenty dollars (\$20.00). The security deposit shall be returned to Permittee as soon as reasonably practicable after termination of this Permit; provided, however, that Permittee has paid all fees due to the City, the City determines that the Locker has not been damaged by Permittee's use, and Permittee returns the Locker's key to the City.
5. Use of Locker: Permittee agrees that the Locker shall be used expressly and exclusively for the storage of one (1) bicycle and related bicycle equipment, including helmet, pump and/or lock.
6. Maintenance of Locker. Permittee shall keep the Locker clean; ensure that it is locked; and report any damages to the Locker to the City's Community Services Department, Transit Division.
7. Inspection. As a condition for renting the Locker in accordance with Section 5 of this Permit, Permittee waives any claim to the right to privacy and expressly consents to allow the City to open and inspect the Locker and the contents thereof at any time without prior notice. Permittee agrees that **the City may enter and inspect the Locker**

at any time due to (1) an emergency; (2) determine whether a health or safety hazard exists; (3) whether Permittee has violated any terms of this Permit; and (4) maintain the Locker.

If during this inspection, City discovers Permittee has violated the terms of this Permit, Permittee shall be considered in default of this Permit. Permittee must correct such default within five (5) days after receipt of City's written notice. If Permittee does not correct such default, City, in its sole discretion, may remove all contents of the Locker to an area where Permittee does not have access and may charge the Permittee additional storage fees.

8. Assumption of Risk: Permittee assumes the risk of loss, damage or destruction of the Locker's contents, and all items of personal property that are stored within, due to any reason, including but not limited to, theft, fire, earthquake, flood, storms, war, insurrection, riot, public disorder, vandalism, or negligent acts or omissions of third parties, except to the extent such damage or destruction was caused by the City's gross negligence or willful misconduct.
9. Indemnification: Permittee shall indemnify, defend and hold harmless City, its officials, officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, fees, costs, expenses (including attorney and expert witness fees), and claims for damages of any nature whatsoever, including but not limited to City property, arising from or connected with the Permittee's acts and/or relating to this Permit.
10. Release: Permittee hereby releases and discharges City, its officials, officers, employees, and agents from all claims and demands by Permittee for loss of or damage to Permittee's property, arising from or related to Permittee's use of any City property pursuant to this Permit.

Permittee's release as set forth herein, 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 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 rights thereunder.

11. Rules: The City may, from time to time, in its discretion promulgate rules and regulations regarding the use of the Locker. Permittee hereby agrees to comply with all such rules and regulations and all applicable Federal and State laws and City ordinances, in addition to the terms and conditions of this Permit.
12. Waiver: Waiver of any provisions herein or of the rules and regulations governing the use of the Locker shall not be deemed a continuing waiver or a waiver of any other provision, rule or regulation.

13. Abandoned Property: City reserves the right to dispose of any personal property of the Permittee not removed from the Locker in accordance with Redondo Beach Municipal Code section 2-7.02. Permittee's property shall be held for a period of ninety (90) days following removal of items from the Locker and shall be subject to all necessary costs incurred in the care and protection of such property.

Permittee shall contact the City Transit Division for an appointment to retrieve any personal items of value, including bicycle and related bicycle equipment that may have been removed by the City from the Locker.

14. Termination: City 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 City Transit Manager or designee, or in the event of the breach of any of the terms or conditions contained herein. City may terminate this Permit for convenience with at least ten (10) days written notice to the Permittee prior to the renewal of this Permit. Permittee may terminate this Permit by giving City at least thirty (30) days written notice of termination prior to the renewal of this Permit.

Termination for any reason shall not relieve Permittee from liability incurred prior such termination and prior to removal of Permittee's property from the Locker. Permittee shall pay all costs for removing property from the Locker, storage fees for Locker contents, attorney fees and any other costs incurred by the City or its agents. Upon termination of this Permit, Permittee, at Permittee's cost and expense, shall remove the Locker's contents within five (5) days, restore the Locker to the same state and condition prior to use by Permittee, and return the Locker's key. Should Permittee fail to remove his/her contents, restore the Locker to the same state and condition as prior to use by Permittee within five (5) days, and/or return the Locker's key, the City may in addition to other legal remedies, remove the Locker's contents and restore the Locker to the same state and condition as prior to use by Permittee at Permittee's expense. Permittee shall pay the fee for any period of time after the termination or expiration of this Permit that Permittee continues to occupy the Locker.

15. Notices. Written notices shall be given by registered or certified mail, postage prepaid and addressed to the City of Redondo Beach, Transit Division, Door 2, 415 Diamond Street, Redondo Beach, CA 90277 and to the Permittee's address shown on the City Transit Center Single Bicycle Storage Permit Application.

IN WITNESS WHEREOF, the parties have executed this Permit in Redondo Beach, California, as of this ____ day of _____, 202__.

CITY OF REDONDO BEACH,
a chartered municipal corporation

PERMITTEE

City Transit Manager

By: _____
Name: _____