

Fairfax County

Secure Bike Room Membership Agreement



THIS Membership AGREEMENT (“Agreement”) is entered into between the County of Fairfax, hereinafter referred to as “The County,” and the member of the Fairfax County Secure Bike Room Program, hereinafter referred to as “Member.” The Member must be at least 18 years of age.

In consideration of the benefits of using Fairfax County-owned Secure Bike Rooms and the mutual covenants contained herein, the County and the Member agree as follows:

Deposit and Fees. This Agreement commences on _____ and expires on _____ unless payment for a subsequent membership period is received by Fairfax County Department of Transportation within ten (10) days prior to the expiration date. The Member agrees to pay a non-refundable membership fee established by the fee schedule (see fee schedule) plus a one-time application fee of \$15.00.

Termination. The County reserves the right to terminate this Agreement with the Member at any time upon written notification. The Member may terminate this Agreement at any time by providing written notification to: Fairfax County Department of Transportation, Attention Bicycle Parking Program, 4050 Legato Road, Suite 400, Fairfax, Virginia, 22033-2895. Upon termination by either party, the Member must remove all items from the Secure Bike Rooms within fifteen (15) calendar days from the mailing date of the notice of termination. The Member’s electronic access to the Secure Bike Rooms will be terminated after the fifteen-day grace period.

Access and Equipment Registration. The Member will receive one key fob (electronic access device) and three (3) registration decals. All bicycles in the Secure Bike Rooms must have a registration decal affixed to the bicycle. The key fob is non-transferable. In order to maintain room security, the Member agrees not to share his or her key fob or allow entry by others.

Permitted Use. The Secure Bike Rooms shall be used only for the purpose of storing a bicycle and personal bicycle-related equipment such as a helmet, jacket or other outer clothing, pack, pump and other cyclist equipment. In the event items other than those specifically permitted are stored in the Secure Bike Rooms, the County reserves the right to remove those items and terminate this and any Agreement with the Member immediately. Upon such termination, items shall be held for fifteen (15) days after the effective date of the termination. Thereafter, the County and its respective officials, employees, or agents shall dispose of all such items as unclaimed property, or take other such action as may be necessary and as may be authorized by applicable law.

Right to Inspect. The Member agrees that no part of the Secure Bike Rooms’ interior is considered private space and that there is no expectation of privacy as to anything placed in the Secure Bike Rooms. The Member hereby acknowledges and agrees that the County, the Bicycle Parking Program Manager, and their respective officials, employees, or agents may inspect the Secure Bike Rooms at any time, with or without cause or prior notice to Members.

Removal of Property. If the property of the Member is to be removed for any reason authorized by this Agreement, or as otherwise authorized by law, such removal of property shall be effected in accordance with Virginia Code § 8.01-156, as amended, or such other provisions that may be applicable at the time.

Responsibilities. It is the responsibility of the Member to keep the interior of the Secure Bike Rooms free of debris by placing trash and recyclables in the appropriate provided containers. Members using the fixit stations are responsible for picking up after themselves and properly disposing of any trash. The County will be responsible for trash removal and maintenance/upkeep of the Secure Bike Rooms and all County-owned equipment within the Secure Bike Rooms.

Release of Liability/No Rights in Third Parties. The County is not responsible for any fire, theft, loss, or damage to the Member's bicycle or any other bicycle-related equipment stored in the Secure Bike Rooms. The Member is responsible for properly securing his or her bicycle to the equipment within the room and making reasonable effort to secure the room when exiting. The Member assumes all risk of, and releases the County and its respective officials, employees, and agents from, any liability for any harm, injury, damage, theft or loss that may occur, whether foreseen or unseen, arising out of the use of the Secure Bike Rooms or any actions taken pursuant to this Agreement. Nothing herein shall be considered as a waiver of the sovereign immunity of the County of Fairfax or to create any personal liability on behalf of any official, employee, or agent of the County. The parties agree that no provision of this Agreement shall create in the public, or in any person or entity other than the parties, any right as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for personal injury, property damage, or breach of contract pursuant to the terms of this Agreement or otherwise.

The membership includes 24/7 access to the following Fairfax County-owned Secure Bike Rooms:

- Stringfellow Park & Ride, 4920 Stringfellow Road, Centreville, VA
- Wiehle-Reston East Metrorail Station, 11389 Reston Station Boulevard, Reston, VA
- Herndon Metrorail Station, 12530 Sunrise Valley Drive, Herndon, VA
- Innovation Center Metrorail Station, 13747 Sunrise Valley Drive, Herndon, VA

I have read and agree to the terms and conditions of this Agreement.

_____	_____
(Signature of Member)	(Date)
Name: _____	Address: _____
Birth Date: _____	_____

For repairs, problems or questions, contact us at (703) 877-5600, TTY 711, or bikefairfax@fairfaxcounty.gov.

Secure Bicycle Parking Program
Fairfax County Department of Transportation
4050 Legato Road, Suite 400
Fairfax, Virginia 22033-2895