

COLEMAN A. YOUNG MUNICIPAL CENTER BICYCLE STORAGE AGREEMENT

THIS AGREEMENT made this ____ day of _____ 2018, by and between the Detroit-Wayne Joint Building Authority (AUTHORITY) and _____ (SUBSCRIBER).

RECITALS

- A. AUTHORITY is the owner of the Coleman A. Young Municipal Center (CAYMC)
- B. SUBSCRIBER, as tenant or an employee of a tenant, has an office in the CAYMC
- C. SUBSCRIBER desires to obtain the privilege of storing SUBSCRIBER'S bicycle described as follows:
_____ ("Bicycle")
within the bicycle storage area located in the lower level of the CAYMC.

AGREEMENTS

NOW, THEREFORE, the parties agree as follows:

1. LICENSE. (a) AUTHORITY hereby grants and SUBSCRIBER hereby accepts, a limited license and privilege to store SUBSCRIBER'S Bicycle within the Licensed Area, subject to all governmental laws, rules and regulations, in accordance with the terms, covenants and conditions set forth in this Agreement and the rules and regulations in effect from time to time as promulgated by AUTHORITY.

(b) Only non-motorized bicycles are permitted in the Licensed Area. All other items may be removed by AUTHORITY at its sole discretion. Note that the Licensed Area is for bicycles registered with AUTHORITY ONLY - other bicycles parked in the Licensed Area will be removed without advance warning.

(c) The Bicycle will be stored in the Licensed Area at SUBSCRIBER'S sole risk. Any destruction, damage, theft, or vandalism of, or to, the Bicycle as a result of its presence in or SUBSCRIBER'S use of the Licensed Area shall be the sole responsibility of SUBSCRIBER and SUBSCRIBER waives all claims therefor. SUBSCRIBER agrees that the care, custody and control of the Bicycle in the Licensed Area shall be solely with SUBSCRIBER, and SUBSCRIBER shall assume the sole risk and responsibility for said Bicycle, and AUTHORITY shall not be required to care for and shall not be deemed to acquire custody and control over said Bicycle and shall not be required to provide security for said Bicycle. SUBSCRIBER'S property stored in lockers shall be the sole responsibility of SUBSCRIBER. AUTHORITY will not provide padlocks for lockers; padlocks must be removed daily.

(d) SUBSCRIBER must remove his or her bicycle daily

(e) AUTHORITY will provide SUBSCRIBER with code access to the Licensed Area. SUBSCRIBER shall secure the Licensed Area such that the Licensed Area is not accessible by unauthorized third parties. Third party users of the Licensed Area will also be granted similar access to the Licensed Area, and with such plural access comes attendant risks. AUTHORITY'S obligation under this Agreement shall be limited to providing the Licensed Area and access thereto during such reasonable posted hours as AUTHORITY shall from time to time establish, and AUTHORITY shall not be required to furnish any guard, security or other services under this Agreement or otherwise and even if AUTHORITY does so furnish such services, SUBSCRIBER shall not be entitled to rely upon such services.

(f) SUBSCRIBER agrees that it is SUBSCRIBER'S responsibility to use his or her own lock to safeguard his or her Bicycle, and that SUBSCRIBER will at all times keep the Bicycle locked.

(g) The use of the Licensed Area may be temporarily suspended by AUTHORITY from time to time for purposes of performing repair, maintenance or cleaning work in or in the vicinity of the Licensed Area upon two (2) business days prior written notice via hand-delivered letter or the e-mail address

provided by SUBSCRIBER on the attached "Exhibit B", provided such notice period may be shortened in the case of an emergency or the presence of a hazardous condition.

2. TERM. The Term of this Agreement shall commence on the date hereof and shall continue for an indefinite period of time with either party hereto having the right to terminate this Agreement effective upon service of a ten (10) days prior written notice to the other party, this Agreement thereby terminating at the end of such ten (10) day period. The Term shall automatically expire on the date SUBSCRIBER no longer maintains an office in the Building. At the expiration or earlier termination of the Term, SUBSCRIBER shall remove the Bicycle from the Licensed Area. A bicycle which has not been so removed shall be deemed abandoned and may be removed and disposed of by AUTHORITY at SUBSCRIBER'S sole cost and expense with no liability to SUBSCRIBER or others.

3. INSURANCE. SUBSCRIBER is required to carry insurance to cover all risks, events and circumstances relative to SUBSCRIBER'S use of the Leased Area and it is understood that AUTHORITY'S insurance shall not cover such risks, events and circumstances.

4. INDEMNIFICATION. SUBSCRIBER shall save and hold harmless AUTHORITY and its agents, employees, and invitees from and against all suits, judgments, claims, demands, actions, damages, liability and expenses (collectively "Claim(s)") in connection with any loss, injury or damages arising from the presence or use by SUBSCRIBER of the Licensed Area or the storage of the Bicycle however caused, whether or not caused or contributed to by anyone else, the presence of third parties or any other thing, including, without limitation, rain, snow, wind, other weather conditions or vandalism and whether foreseeable or unforeseeable. The provisions of this Paragraph 4 shall survive the expiration or earlier termination of this Agreement.

5. NOTICE: Notice hereunder shall be in writing and shall be delivered: personally; by email or nationally recognized overnight courier service; or by United States Postal Service, registered or certified mail, return receipt requested, addressed to the addresses set forth in the signature block of this Agreement.

6. ASSIGNMENT: SUBSCRIBER may not assign or transfer this Agreement and any assignment or transfer in violation of this paragraph shall be void and confer no rights upon any third person.

7. LIABILITY OF AUTHORITY: AUTHORITY shall not be subject to recourse liability in respect of any provisions of this Agreement. The SUBSCRIBER shall look solely to the equity of AUTHORITY in the Building and the rents, issues, and profits derived therefrom for the satisfaction of the remedies of SUBSCRIBER hereunder. It is mutually agreed that this clause is and shall be considered an integral part of this Agreement. Such exculpation of personal liability is absolute and without any exception whatsoever.

8. MISCELLANEOUS: (a) This Agreement constitutes the entire understanding of the parties and supersedes any prior written or oral negotiations or understandings. (b) It is the intention of the parties hereto that this Agreement shall be construed and enforced in accordance with the laws of the State of Michigan without reference to the conflicts of law principles thereof. In any dispute involving this Agreement, each party waives trial by jury. (c) If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. (d) SUBSCRIBER shall pay all reasonable attorney's fees, and all costs and other expenses incurred by AUTHORITY in connection with any Claims or incurred as a result of legal action taken by AUTHORITY or its agents to enforce this Agreement. (e) This Agreement shall be binding upon and inure to the benefit of AUTHORITY, SUBSCRIBER and their respective successors and permitted assigns.

The parties have executed this Agreement as of the date first above written.

AUTHORITY:
Detroit-Wayne Joint Building Authority

By: _____
Gregory R. McDuffee
Executive Director

SUBSCRIBER:

EXHIBIT A

BICYCLE STORAGE PROCEDURES AND POLICIES

Usage of the Coleman A. Young Municipal Center (CAYMC) bicycle storage room are limited to those employees of the City of Detroit or County of Wayne with offices within the CAYMC and subscribers shall adhere to the following:

1. Access to the CAYMC may only be granted through the Randolph (east) entrance handicap door. Anyone seeking entrance through other portals will be turned away
2. After entrance to the CAYMC, the subscriber must:
 - a. Park bicycle to the side of the service elevator aisle
 - b. Swipe badge at security console
 - c. Continue security checkpoint for screening
3. After clearance from security screening, subscriber must retrieve their bicycle and use the freight elevator to access the lower level. Please keep bicycle on the floor mat within the elevator to prevent pooling of water
4. Subscriber MUST walk their bicycle to the storage room. The corridor is under surveillance and anyone witnessed riding through the corridor will lose access
5. Subscriber will receive the code to unlock storage room door upon the acceptance of these terms and conditions. Subscriber agrees to withhold the door code from non-subscribers. Anyone found to be in violation will lose access
6. Bicycle storage is intended for daily use only. Anyone seeking storage for more than one day (due to dangerous weather conditions or other extenuating circumstances) must get advanced permission through the Detroit-Wayne Joint Building Authority (Authority) office (Suite1316)
7. Lockers are for daily use only. Abandoned locks and locker contents may be removed at the discretion of the Authority
8. Bicycle storage room is not to be used for clothes-changing or hygienic purposes

The Authority reserves the right to modify these policies without advanced notice

EXHIBIT B
SUBSCRIBER INFORMATION

Name:	
Suite:	
Employer / Office Name:	
Office Phone:	
Cell or Home Phone:	
Preferred E-mail Address:	
Description of Bicycle:	

- I have included a photo of the bicycle. *
- I have not included a photo of the bicycle.

***Attach bicycle photo beneath line below:**
