

**Northwestern University
University Services
Transportation and Parking Services
710 N. Lake Shore Drive
Abbott Hall, Room 100
Chicago, IL 60611**

BICYCLE PARKING AGREEMENT

AGREEMENT, RELEASE, AND WAIVER FOR USE OF BICYCLE PARKING ROOM

Northwestern University (“Licensor”), owner of the parking garage at 321 E. Erie Street, Chicago, Illinois (the “Building”), grants to the undersigned (“Licensee”) a non-exclusive license to use the Licensed Space (as defined herein), subject to space availability, for parking one bicycle during Licensee’s work day, which for the purpose hereof shall be deemed to mean Monday through Sunday between 5:00 a.m. and 12.00 a.m.. (The “Function”) upon the following terms and conditions:

1. DESCRIPTION OF LICENSE

- 1.1 This agreement (the “Agreement”) relates to the following “Licensed Space”: Bike Room on ground floor of the Building.
- 1.2 This License is nonexclusive, nonassignable, subject to space availability and revocable pursuant to the terms hereof. This is not intended to be a bailment, nor shall a bailment be created hereby.
- 1.3 The Commencement Date shall be _____. The Termination Date shall be _____.
- 1.4 The undersigned may not sublicense the Licensed Space to any other person or entity, and any attempt to do so shall render this License null and void.
- 1.5 This License may be exercised only for the purpose of affecting the Function set forth in this Agreement, and any attempt to exercise this License for any other purpose shall render this License immediately null and void.
- 1.6 This License is revocable by the Licensor at any date upon no prior notice in the event of any breach of this Agreement.
- 1.7 In no event shall the Licensor be liable, to a Licensee in any amount, in the event of any revocation or voiding of this License pursuant to the terms hereof, or in the event there is no space available in the Bike Room.
- 1.8 Bike parking fee is \$ 25.00 annually (per bike)

2. RULES GOVERNING THE LICENSED SPACE

- 2.1 Licensee must enter the Bike Room by way of Erie Street, east of the garage exit proceeding directly to the Building’s Bike Room.

- 2.2 All bicycles and accessories placed in the Bike Room shall be placed there at Licensee's sole risk. Licensor is in no way to be held responsible for any damage or theft that may occur to Licensee's property while located in the Licensed Space.
- 2.3 Licensee may not store any motorized scooters or bicycles in the Bike Room.
- 2.4 Although the Bike Room has a locked outside door accessible via keycard, Licensee is responsible for keeping his/her bicycle locked when placed in the Bike Room on the numbered bike rack assigned to him/her.
- 2.5 Bicycles may only be left in the Bike Room overnight or on weekends due to inclement weather or emergency.
- 2.6 Licensee shall not permit or suffer any flammable, toxic or otherwise hazardous materials to be transported through, or used, or stored within, the Licensed Space.
- 2.7 Licensee shall ensure that there is no interference during the Licensed Period with the ingress and egress of vehicular traffic, exiting the garage
- 2.9 Bicycle rack number will be assigned and access to room will be granted upon executing this agreement and paying the applicable bike parking fee
- 2.10 Any bike or other personal property abandoned in the Bike Parking room or on Licensor's property shall be disposed of by Licensor. Licensee agrees that any personal property, including bikes, at the Building left for longer than two weeks shall be deemed conclusively to be abandoned, and Licensor may dispose of the personal property at Licensor's discretion (which may be by sale with proceeds to Licensor) and without any liability to Licensee. Licensor's policy is to post written notice on the personal property which has been left for over a week, so that the owner is provided notice that the owner must retrieve his or her property. The written notice will indicate that the personal property appears to be abandoned and after 7 days from the date of posting the notice on the personal property, if the personal property is not retrieved, the personal property will be considered abandoned and will be disposed of by Licensor.

3. **RELEASE AND WAIVER OF LIABILITY**

- 3.1 Licensor shall not be liable for, and Licensee waives, all claims for loss, theft or damage to Licensee's property or the property of any person claiming by, through or under Licensee resulting from: (1) wind or weather; (2) the failure of any sprinkler, heating or air-conditioning equipment, any electric wiring or any gas, water or steam pipes; (3) the backing up of any sewer pipe or downspout; (4) the bursting, leaking or running of any tank, water closet, drain or other pipe; (5) water, snow or ice upon or coming through the roof, skylight, stairs, doorways, windows, walks or any place upon or near the Building; (6) any act or omission of any part other than the negligence of Licensor; Licensor shall insure itself against such losses.
- 3.2 No trustee, officer, director, employee, or agent of Licensor shall be personally liable for the performance of Licensor's obligations under this Agreement. The liability of Licensor for any of Licensor's obligations under this Agreement shall be limited to \$100.00, and the Licensee shall not look to any of Licensor's other assets for enforcement or satisfaction against any trustee, officer, director, employee, or agent of Licensor.

3.3 Parking license is available on a first come, first served basis only.

4. **INDEMNITY**

To the extent permitted by law, each party (“Indemnifying Party”) shall indemnify and hold harmless the other party and the other party’s affiliates, parents, subsidiaries, trustees, directors, officers, agents, employees, invitees, and guests (collectively, “Indemnified Party”) from and against any and all damages, claims, demands, suits, judgments, penalties, and costs (including reasonable attorneys’ fees and expenses) and all liability imposed by law, for or on account of damage to property or death of or injury to any person or persons (including property and employees of the Indemnified Party), arising from the actions of the Indemnified Party, its employees, agents, invitees, guests, or subcontractors pursuant to this Agreement. This provision is not intended to exculpate or indemnify the Indemnified Party against its own negligence or that of its agents, servants or employees.

5. **MISCELLANEOUS TERMS**

5.1 This Agreement shall constitute the entire agreement of the parties, and shall supersede any other agreements that may exist between the parties as of the date hereof. This Agreement may not be amended or modified except by a writing duly executed by the parties hereto. Any past, present or future promises or representations not contained in this Agreement or in duly executed written amendment thereto are and will be null and void and may not now or in the future be relied upon by any party. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois, excluding its choice of law rules. In the event of a dispute hereunder, the parties agree to submit to the exclusive jurisdiction of the state courts of, and federal courts sitting in, the State of Illinois.

I understand and agree to the above Agreement, Release and Waiver for the 321 E. Erie Street Bike Room.

Signature

Date

Name (please print clearly)

Work Phone Number

Home or Cell Phone Number

E-mail

Bicycle Make, Model, Color and serial number

Employee/Student ID #

Department/School

Bicycle Rack # _____