

BIKE PARKING AGREEMENT

National Steel and Shipbuilding Company (“NASSCO”) desires to provide fenced bike parking facilities and bike lockers for its workers who bike to work, providing a space for bike storage while helping reduce traffic congestion in order to reduce greenhouse gas emissions and other environmental pollutants that result from driving.

Bike parking facilities and bike lockers are available at three NASSCO locations:

- Bike Lot A: Fenced bike parking located at Gate 6 (requires badge access)
- Bike Lot B: Bike lockers located at NASSCO Parking Lot 6 (requires key access)
- Bike Lot C: Bike lockers located at Building 15 (requires badge and key access)

By executing this Bike Parking Agreement (“AGREEMENT”), and in consideration for you being provided access to the facilities and/or lockers, you (“USER”) agree to comply with the terms and conditions of this AGREEMENT.

USER understands and agrees that access to, and use of, NASSCO facilities under this AGREEMENT requires USER to:

- a) Use the bike parking facility at minimum two (2) times a month, or a bike locker at minimum two (2) times a week; and
- b) Confirm bike parking facility or bike locker use with a corresponding email to bikelockers@nassco.com with: a) USER name, b) bike parking facility or bike locker number, and c) total days and/or total miles commuted during that calendar quarter. The email must be sent by the last day of the month in March, June, September, and December; and
- c) If USER is unable to use the bike parking facility or bike locker for more than thirty (30) consecutive calendar days, USER will notify NASSCO of this by email to bikelockers@nassco.com; and
- d) Comply fully with the terms and conditions of this AGREEMENT.

USER understands that this AGREEMENT expires on December 31 of each calendar year, after which access to the bike parking facility or bike locker will be terminated if not renewed. USER may request to renew this AGREEMENT for an additional term by contacting bikelockers@nassco.com, thirty (30) calendar days before expiration. NASSCO may elect not to enter into a new agreement or not renew this AGREEMENT in its sole discretion.

WAIVER OF CLAIMS. By signing below, USER understands and acknowledges that NASSCO does not guarantee the security of a bike or any other personal property stored at a NASSCO bike parking facility or bike locker. Although the bike parking facility and bike lockers offer some measure of protection from the elements, bikes may still get wet, dirty, or be otherwise subject to the forces of nature. USER agrees to assume all responsibility and risk associated with the storage of a bike or other personal property at the bike parking facility or bike locker. In consideration of being able to use the bike parking facility or a bike locker, USER waives any and all rights to assert any claim relating to loss or damage to USER’s property in connection with the use of the bike parking facility or bike locker, and USER agrees not to seek to recover any such damages in connection with any claim, action, suit or proceeding arising under or in relation to this AGREEMENT.

COMPLIANCE WITH LAWS, REGULATIONS, AND POLICIES. USER agrees to comply with all applicable laws, rules, regulations, as well as applicable company policies. USER will not maintain or store goods or materials that may be dangerous to life, limb, or property, or use the bike parking facility or bike locker in such a way as to create a nuisance or disturbance. USER agrees that NASSCO may inspect USER’s bike parking space or bike locker at any time without notice and without the consent of USER for the purpose of insuring compliance with this AGREEMENT.

USE OF BIKE PARKING FACILITY AND BIKE LOCKER. Due to the specific use of the bike parking facility or bike locker, USER shall not assign or transfer this AGREEMENT or any interest herein. USER certifies that he/she will ONLY use the bike parking facility or bike locker for the purpose of storing one (1) bike and/or bike commute accessories during his/her working hours. For the purposes of this AGREEMENT, a bike is two-wheeled and is no larger than standard adult size. Bikes are allowed to have battery-powered assist. However, a bike utilizing any form of combustion power or motorcycle are absolutely prohibited. Bike-share, short-term rental, and public bikes, as well as scooters of any kind, are not permitted in the bike parking facility or bike lockers.

RECEIPT AND USE OF BIKE LOCKER KEY (this section only applies to bike lockers). USER agrees to pay a security deposit of \$25. Although the key will be in USER’s possession, it remains the property of NASSCO. USER agrees not to release the key to any third party or use it in a manner other than that for which it was issued. USER further agrees not to duplicate the key.

DEPOSIT REFUND FOR BIKE LOCKER KEY (this section only applies to bike lockers). Upon termination of this AGREEMENT, USER shall return the assigned key in its original condition to NASSCO Security Administration within seven (7) calendar days. If the key is returned as required by this AGREEMENT, a refund in the entire amount of the security deposit will be refunded to USER within thirty (30) calendar days of receipt of the key. If the key is not returned by USER within seven (7) calendar days as required by this AGREEMENT, USER shall forfeit the aforementioned deposit. NASSCO is not liable for keys lost or damaged.

LOSS OR DAMAGE BIKE LOCKER KEY (this section only applies to bike lockers). USER agrees to take full responsibility for loss or damage to the assigned key during the time it is assigned to USER. USER shall return a damaged key in order to obtain a replacement key. USER agrees to pay a fee equal to the amount of the security deposit in order to obtain a replacement for a lost or damaged key.

NON-RENEWAL AND TERMINATION FOR CAUSE. If this AGREEMENT expires and is not renewed, USER shall forfeit use of the bike parking facility and or the bike locker, and the AGREEMENT shall be terminated. This AGREEMENT may also be terminated for the breach of any terms and conditions herein, including USER’s failure to provide timely information required by this AGREEMENT, and including but not limited to any of the items in a-i below. In the event that this AGREEMENT is not renewed or is terminated for cause, USER will have seven (7) calendar days from expiration or the date of the notice of termination to empty all contents from the bike parking facility or bike locker.

- a) Defacing or damaging any property of the bike parking facility or bike locker
- b) Tampering with someone else’s bike locker, personal items, or bike
- c) Sharing or allowing others’ access or the use of the bike parking facility or bike locker
- d) Storage of bikes outside the bike lockers
- e) Storage of bikes more than 24 consecutive hours
- f) Storage of misc. materials, equipment, or spare bike parts
- g) Bike repairs or maintenance inside the bike parking facility
- h) Dumping or storing of trash in the bike parking facility or bike locker
- i) Smoking in or near the bike parking facility or bike lockers

TERMINATION OR AMENDMENT FOR CONVENIENCE. This AGREEMENT may be terminated at any time for any reason by giving written notice (email bikelockers@nassco.com for notice to NASSCO) to the other party of such termination. In the event that this AGREEMENT is terminated, USER will have seven (7) calendar days from the date of the notice of termination to empty the bike parking facility or bike locker of all contents. This AGREEMENT may only be amended or modified by a writing signed by USER and NASSCO.

DISPOSAL OF PROPERTY. In the event of termination of the AGREEMENT, NASSCO will take possession of any property not removed by USER from a the bike parking facility or bike locker in accordance with the terms of this AGREEMENT and may dispose of such property after thirty (30) calendar days. NASSCO shall not be responsible for any USER property left in the bike parking facility or bike locker after any notice of termination.

I, the undersigned USER, acknowledge and affirm that participation in this program is strictly voluntary.

I, the undersigned USER, acknowledge that assignment to the bike parking facility and bike locker is valid ONLY for the person listed in this AGREEMENT.

USER Signature	Date

Name (last, first, middle)	Badge No.	Company Name

Email Address	Cell Phone (must accept text messages)	Other Contact Information (Optional)

Make and Model of Bicycle*	Color	Serial No.

*A picture of the registered bike(s) must be submitted with this AGREEMENT

Commute Start Intersection	Commute End Intersection	Bike to Work Round Trip (miles)
	28 th Street and Harbor Drive	

Desired Bike Parking Facility		
<input type="checkbox"/> Bike Lot A (Fenced Area at Gate 6)	<input type="checkbox"/> Bike Lot B (Lockers at Parking Lot 6)	<input type="checkbox"/> Bike Lot C (Lockers at Building 15)

Note: This is a suggested parking location, the final assignments are determined by NASSCO

***Page 2 of this Agreement MUST be signed and dated.**

Please email completed form along with a picture of the registered bike(s) to bikelockers@nassco.com or drop off in the Bike Parking Agreement drop box located at NASSCO's Human Resources posting area along the hallway of Building 1.

For Official Use Only

BIKE PARKING PROGRAM ADMINISTRATOR ONLY: BIKE PARKING FACILITY AND OR BIKE LOCKER ASSIGNMENT

Bike Parking Facility:	Locker No.:	Locker Key No.:	Agreement Starts On:	Agreement Ends On: 12/31/__
Signature:			Date:	

SECURITY ADMINISTRATION AUTHORIZATION ONLY: BIKE PARKING FACILITY READER ACCESS

Badge:	Name:	Title: -Security Admin	Phone Number:
Requester is Granted Access: <input type="checkbox"/> YES <input type="checkbox"/> NO			
Signature:		Date:	