

## Bicycle Parking Agreement

The following is an agreement between the County of Marin (COUNTY) and

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the undersigned hereafter referred to as RECIPIENT.

The RECIPIENT agrees to arrange for and pay for installation of the following type of bike parking devices at the location described in the attached map (Exhibit "A") within three (3) months from the date of this agreement:

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The RECIPIENT agrees to accept ownership, control and maintenance of the bicycle parking device(s) and surrounding area for the life of the device(s) (the expected life of the device(s) is in excess of twenty-five (25) years).

The RECIPIENT agrees that during normal business hours all grant funded bicycle racks and lockers shall be accessible to the public.

The RECIPIENT agrees to affix a sticker on each bike parking device identifying the Transportation Fund for Clean Air, the Bay Area Air Quality Management District, and the Transportation Authority of Marin as grant funding sources.

The COUNTY will reimburse up to \$225 for a bicycle rack (two bike capacity per rack) and up to \$900 for a one bike bicycle locker or \$1,800 for a two bike bicycle locker. The COUNTY will reimburse costs up to the limits described above, within thirty (30) days of a completed invoice package. RECIPIENT will submit a photo of the finished product that includes the grant funding sources sticker and copies of all invoices to Marin County Department of Public Works, Attention: Reuel Brady, P.O. Box 4186, San Rafael, CA 94913-4186.

The RECIPIENT agrees to exonerate, indemnify, defend and hold harmless COUNTY, its officers, agents, employees, and volunteers, from and against any and all claims, demands, losses, damages, defense costs, or liability of any kind which COUNTY may sustain or incur or which may be imposed upon it for injury or death of persons, or damage of property as a result of, arising out of, or in any manner connected with the recipient's performance under the terms of this agreement, excepting any liability arising out of the sole negligence of COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of the recipient and third persons.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/Town

By: \_\_\_\_\_  
County of Marin, Director of Public Works