

**Terms of Use**

To park your bicycle at the Toronto Bicycle Station you must first read and agree to the following Terms of Use. Applicants will be accepted on a first come – first served basis. When the City of Toronto (the "City") accepts your application to become a Bicycle Station user, your application and the following terms of use agreement will become a binding contract.

**1. Fees**

I acknowledge that I am required to pay Bicycle Station fees to the City as listed in Toronto Municipal Code, Chapter 441, Fees and Charges, and on the Bicycle Station website [www.toronto.ca/cycling/bicycle-station](http://www.toronto.ca/cycling/bicycle-station). These fees include a registration fee and a parking plan fee. The registration fee is an administrative fee and I will pay this fee the first time I register to use the bicycle station. The parking plan fee will allow me to park my bicycle at the station for 1 day, 1 month, or 4 months depending upon which parking plan I choose. A limited number of parking spaces will be reserved for the 1-day parking plan (Pay-and-Park). If I choose the Pay-and-Park plan I will have access to the station for one day, during staffed operating hours only and I will not be required to pay the registration fee. I must pay all fees on or before the first day of the contract period. I cannot transfer my key fob or my registration fee, parking plan fees, or any other Bicycle Station fees, nor can I assign them to a third party.

Bicycle Station fees may be subject to change at the sole discretion of the City. However, the fees that I am obligated to pay will not change during a fixed contract period. Any increase or decrease in user fees will be applied to new payments or renewal payments.

If I misplace my key fob, it is stolen or I fail to return it once my parking plan has expired, I will pay an Access Card Replacement fee to the City. I will pay a Late Return or Damages fee to the City for any Bicycle Station equipment that is borrowed and returned late and/or in a damaged and/or dirty condition. If I leave my bicycle parked in the Bicycle Station longer than 48 consecutive hours (not including Saturday, Sunday and statutory holidays) I will pay an Overstay fee to the City. All of these fees are listed in Toronto Municipal Code, Chapter 441, Fees and Charges, and on the Bicycle Station website and must be paid within 30 days. I agree to pay any outstanding Bicycle Station related fees prior to the City issuing me a key fob or processing my parking plan renewal.

**2. Customer Responsibilities**

I will use the Bicycle Station solely for the purposes of parking a bicycle. I will not store food, perishable items, hazardous or combustible materials, including oils and aerosol cans, in the Bicycle Station at any time. If there are any bags attached to my bicycle, I will ensure that they are empty and the City may inspect these for any reason.

I agree to notify the City immediately of any difficulty entering the station, operating the bicycle racks, or of any damage caused to the Bicycle Station facility.

**3. Term**

I agree that my Bicycle Station Parking Plan will commence and terminate on the dates that are specified on my customer receipt.

If I do not pay a new parking plan fee to the City on or before the expiry date of my active parking plan period, the City will deactivate my key fob until I purchase a new Bicycle Station parking plan. Bicycle Station parking plans are available on a first come-first served basis.

Either myself or the City may terminate this agreement at any time, with or without cause and without advance notice. If this agreement is terminated before the end of my fee period, I will not be refunded any amount of my registration fee or Bicycle Station parking plan fee.

If this agreement is terminated by me or the City, I will return all Bicycle Station property to the Bicycle Station within 30 days.

I will not leave a bicycle parked in the Bicycle Station longer than 48 consecutive hours. If I leave a bicycle parked longer than 48 consecutive hours, I agree to pay an overstay fee and I agree that my Bicycle Station parking plan may be terminated

**4. Liability / Indemnity**

I agree to release the City and any City board and each of their respective employees, directors, officers, appointed and elected officials, servants, agents and volunteers from any liability for any damage or injury to myself or any other person or property resulting from negligence, equipment choice and/or adjustment and/or the storing of my bicycle and bicycle-related gear at the Bicycle Station including any indirect, special, incidental or consequential damages or injuries arising out of, or in connection with my use of the Bicycle Station. I agree to release the City and any City Board and each of their respective employees, directors, officers, appointed and elected officials, servants, agents and volunteers from any liability for the theft, loss or removal of any property stored in the Bicycle Station.

I further agree to indemnify and hold the City and any City Board and each of their respective employees, directors, officers, appointed and elected officials, servants, agents and volunteers harmless from any and all claims by a third party which the City, City board or any of its respective employees, directors, officers, appointed or elected officials, servants, agents or volunteers may bear arising out of or in connection with my use of the Bicycle Station.

I accept full responsibility for care of Bicycle Station equipment and will assume all costs, payable within 30 days, up to the retail price for equipment that is damaged (other than reasonable wear and tear), or any borrowed equipment that is not returned.