



**HOSTING AGREEMENT OF
CITY OF PALM SPRINGS
OWNED BICYCLE RACK(S)**



AGREEMENT BETWEEN THE CITY OF PALM SPRINGS AND

_____ (HOST). This agreement is between the City of Palm Springs, charter city of the State of California ("City"), and _____ ("Host"), a private property owner.

In recognition of the need to provide accessible, affordable, user-friendly transportation in the Palm Springs area by facilitating the broader use of bicycles, the City is installing bicycle racks funded through grant funds provided by the Mobile Source Air Pollution Reduction Review Committee. A portion of the total City-owned racks will be installed in selected, City-owned properties and business areas (Host sites).

In consideration of the terms and conditions set forth herein, the City and the Host agree as follows:

1. The City will pay all costs incurred in providing the Host with one or more bicycle racks, including design, materials on property privately-owned by the Host.
2. The City will be responsible for all contacts and communications with the Host of the individual bicycle rack(s) and for obtaining the Host's signature on the Bicycle Rack Hosting Agreement.
3. The City will ensure installation services for bicycle racks(s) and the locations will be approved by the City in its sole discretion.
4. In such circumstances that the bicycle rack(s) is to be installed on Host property the Host will be responsible for providing proof of ownership and authorization for modification of the property site. If the bicycle rack is to be placed on City property the City must approve the location prior to installation.
5. If the City determines that any of the bicycle racks installed pursuant to this Agreement becomes a public safety hazard or other nuisance, the City reserves the right to remove it in its sole discretion.
6. If any Host no longer supports the rack it agreed to host, or if a Host relinquishes ownership of its property, the City shall have the right to give notice to the Host and enter the property to remove the rack. **Rack must be in place for a minimum of ten years unless a written notice and exception is made through the City of Palm Springs.**
7. The Host shall not assign this Agreement without prior written consent of the City which consent may be withheld by the City in its sole discretion.
8. Each party shall defend indemnify and hold the other party, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the indemnifying party's negligence in performing their Agreement, except for injuries and damages caused by the sole negligence of the other party.
9. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the parties, their officers, officials, employees, and volunteers and/or any third parties, each party's liability hereunder shall be only to the extent of its negligence. The provisions of this section shall survive the expiration or termination of this Agreement.

10. This Agreement may be terminated with thirty (30) days written notice by either party.
11. It is hereby agreed that no waiver of any condition or covenant in the Agreement, or any breach thereof, shall be taken to constitute a waiver of any subsequent breach.
12. Any written notice required or permitted to be given herein shall be made by registered or certified U.S. mail, or by delivery in person to the party which is the intended recipient of the notice, at the following address or to such other respective as either party hereto may from time to time designate in writing. Notices sent by mail shall be deemed given when properly mailed, and the postmark affixed by the United States Post Office shall be conclusive evidence.
13. The host understands that the "Bike Bike" bicycle racks take 6 to 8 weeks to manufacture and agrees to installation of racks within 90 days of signing this agreement unless manufacture is delayed.



REQUESTED: Bike Rack

APPLICANT INFORMATION

Applicant Name:	
Address:	
City, State, Zip:	
Phone:	
Email:	

EMAIL APPLICATION TO: amiel.degarmo@palmspringsca.gov or MAIL COMPLETED APPLICATION:
 City of Palm Springs
 Manager of Sustainability
 3200 E. Tahquitz Canyon Way
 Palm Springs, CA 92262

CITY OF PALM SPRINGS

 Patrick Tallarico
 Manager, Office of Sustainability

 Property owner (signature)

 Date

 Date