

Maintenance Agreement

On-Street Bicycle Parking Facility
Bicycle Corral

Business Name and Location

The City of Los Angeles will install an on-street bicycle parking facility (Bicycle Corral) at **Business Name and Location**. The bicycle corral will be located in the parking stall at **Business Name and Location**.

The business owner at **Business Name and Location**, the owner(s) at said property enter into an agreement with the City to maintain the Bicycle Corral and any associated maintenance in adjacent parking spaces required due to the installation of the Bicycle Corral to City standards.

To facilitate the installation of the Bicycle Corral, it is agreed that:

1. The Bicycle Corral and adjacent impacted parking spaces will be swept and otherwise cleared of all debris at least once per week by **Owner, Business Name and Location**. All trash will be removed from the facility and disposed of in a proper manner.
2. The Bicycle Corral and associated equipment will be kept free of graffiti and stickers by **Owner, Business Name and Location**.
3. **Owner, Business Name and Location**, will regularly maintain any landscaping or plantings added to the facility design.
4. The Bicycle Corral will be visually inspected by **Owner, Business Name and Location** at least once a week for trash, graffiti, proper maintenance of the bicycle parking equipment, landscaping and overall appearance of the facility. The City will regularly inspect the site to determine that **Owner, Business Name and Location** is properly maintaining the site.
5. Should errant motorists, vandalism, or neglect damage the site the City can choose to replace the equipment or remove the Bicycle Corral in its entirety. If funding is not available to replace the equipment or if it is determined the location is underutilized for the purpose of parking bicycles the City reserves the right to remove the Bicycle Corral.
6. Should citizen complaints be received by the City regarding the Bicycle Corral, the following steps will be taken to resolve concerns by the public:
 - a. The City will complete a field inspection of the site and a report will be filed that reviews the condition of the Bicycle Corral to address the concerns of citizen(s).
 - b. If the level of maintenance of the Bicycle Corral is deemed unacceptable

by the inspector of the site, **Owner, Business Name and Location**, will be notified in writing of actions needed to be taken to bring the maintenance of the site to the standard required by the City.

- c. Response to the complaint may result in the following action(s) by the City:
 - i. No action;
 - ii. A warning; or
 - iii. Revocation of this permit and removal of the Bicycle Corral by the City.

7. Any changes upgrades or enhancements proposed by **Owner**, owner of **Business Name**, must be approved, in writing, by the City prior to any change in the design, appearance or equipment. Failure to obtain the City's permission in writing for any changes, upgrades or enhancements could result in revocation of this permit and removal of the Bicycle Corral by the City.

8. Should the business or property owner change hands or be transferred, the City will retain the right to remove the Bicycle Corral unless the new business or property owner enters into a new agreement with the City.

9. The City reserves the right to remove the Bicycle Corral at any time and to revoke this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement by the authorized representatives as of the dates indicated below:

BUSINESS NAME:

By: _____ Date: _____

Owner, Business Name

City of Los Angeles:

CITY OF LOS ANGELES DEPARTMENT OF TRANSPORTATION:

By: _____ Date: _____

Seleta J. Reynolds, General Manager

APPROVED AS TO FORM:

By: _____ Date: _____

Deputy, City Attorney