

Bicycle Storage Locker Use Agreement

Waterloo Standard Condominium Corporation No. 732

2 – 216 Wheat Lane, Kitchener, ON N2R 0R6

Please review the information below from the WSCC 732 Declaration, Bylaws and Rules. Owners may contact property management if they have questions or require any clarification.

1. Bicycle storage lockers shall only be used for the storage of bicycles by Unit Occupants, on a first come first serve basis, and then only subject to compliance with the rules, policies, requirements, and conditions established by Board and/or amended by the Board from time to time.
2. Bicycles with any form of motor may, in the discretion of the Board, be prohibited from being stored in any bicycle storage locker. It is expected the Board will allow bicycles with one (1) or more small accessory electric motors to supplement the primary means of propulsion of a bicycle which is manual peddling, to be stored in bicycle storage lockers but the ultimate decision with respect to the same rests with the Board.
3. In the absence of the written consent of the Board, all Unit Occupants of a Residential Unit must make use of the same bicycle storage locker for the storage of bicycles and not make use of any additional bicycle storage locker(s) for such purpose.
4. The Corporation shall supply the lock and key(s) to be used on each bicycle storage locker, and the Board shall have the discretion to distribute and allocate such key(s) to Unit Occupants using a bicycle storage locker, as the Board sees fit. The Board is entitled to charge a fee and/or require a security deposit as a condition of such supply on such terms as the Board determines from time to time in the Board's discretion.
5. Any Unit Occupant(s) using a bicycle storage locker must:
 - a. prior to making any such use advise the Board in writing of the bicycle storage locker being used by such Unit Occupant(s) and provide the Board with such Unit Occupant(s)' address, phone number and email address and advise the Board immediately of any change in any such information;
 - b. use only the lock and key(s) or such other locking system supplied by the Corporation and prescribed by the Board from time to time on such bicycle storage locker; and
 - c. pay the costs incurred by the Board to:
 - i. repair any damage to the bicycle storage locker during the time the same is being used by any such Unit Occupant(s);
 - ii. replace any lost, stolen, or damaged lock and key(s) of the bicycle storage locker with the type and model of lock prescribed by the Board during the time the same is being used by any such Unit Occupant(s) and provide the Board with a key for any replaced lock (the "Replacement"); and
 - iii. remove and dispose of any lock placed on a bicycle storage locker that is not the lock supplied by the Corporation.

6. The Board has the right, power, and discretion to:
 - a. prescribe, change and/or upgrade the type and model of lock or locking system supplied by the Corporation for the bicycle storage locker from time to time, as the Board sees fit;
 - b. open any bicycle storage locker from time to time and inspect the contents thereof without notice to or the presence of any Unit Occupant(s) making use of such bicycle storage locker;
 - c. remove any Replacement lock from a bicycle storage locker for which an operable key has not been provided to the Board;
 - d. prohibit any lock being placed on a bicycle storage locker other than the lock supplied by the Corporation;
 - e. after making a reasonable attempt to notify the user(s) of a bicycle storage locker:
 - i. remove and dispose of any lock from a bicycle storage locker that is not the lock supplied by the Corporation and the Board is unable to open;
 - ii. remove and dispose of, as the Board sees fit, anything found in any bicycle storage locker if the owners or users of same:
 - a. cannot be located or contacted after making reasonable efforts to do so; and/or
 - b. fail to remove everything the Board requires to be removed from such bicycle storage locker within a reasonable time after receiving notice from the Board to remove the same;
 - iii. dispose of anything removed by or on behalf of the Board from any bicycle storage locker, as the Board sees fit, including without limitation selling the same or disposing of same as garbage or donating the same. The Board has no liability or responsibility to compensate anyone for anything so disposed nor for any lock that is destroyed, damaged, or discarded in the process of being removed from any bicycle storage locker.
 - f. impose further or amended rules, policies, requirements and conditions from time to time with respect to the allocation and use of bicycle storage lockers;
 - g. allocate bicycle storage lockers amongst the Unit Occupants as the Board sees fit from time to time as well as the right to terminate the right of any Unit Occupants to make use of any bicycle rack or bicycle storage locker in accordance with the policies of the Board in relation to bicycle storage lockers that are approved by the Board which policies may be amended from time to time in the discretion of the Board. In the absence of such allocation being made by the Board the Unit Occupants of a Residential Unit may use any available single bicycle storage locker for the storage of bicycles;
 - h. terminate the right of any Unit Occupant(s) to use a bicycle storage locker that is not being used in accordance with the rules, policies, requirements, and conditions established by Board and/or amended by the Board from time to time.
7. All requests for access and viewing of the bicycle storage lockers can be made through the Board.
8. All Unit Owners and Unit Occupants shall strictly comply with the Declaration provisions pertaining to bicycle storage lockers and bicycle racks.

