

**BICYCLE STORAGE  
LICENSE, WAIVER AND RELEASE  
(Republic Plaza)**

This Bicycle Storage Area License, Waiver and Release (“Agreement”) is entered into as of \_\_\_\_\_, 20\_\_ by the undersigned (“Licensee”) and SP Plus Corporation (“Licensor”).

**RECITALS**

- A. BOP Republic Plaza I LLC (“Owner”) is the owner of that certain real property, together with the improvements located thereon, commonly known as Republic Plaza, located at 370 17th Street, Denver CO 80202 (the “Facility”).
- B. Licensor currently operates the parking garage located at the Facility (the “Garage”) pursuant to a certain management agreement (the “**Underlying Agreement**”) by and between Licensor and Owner.
- C. Licensor made available at the Facility that certain bicycle storage area (“Bicycle Area”) in the below ground parking garage at the Facility for use by tenants and occupants of the Facility and their respective employees.
- D. Licensee has requested and Licensor has agreed to grant Licensee a revocable license to use the Bicycle Area, subject to the terms herein.

**AGREEMENT**

NOW THEREFORE, for and in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. Licensor hereby grants Licensee, subject to the terms and conditions of this Agreement, a non-exclusive license (“License”) to use the Bicycle Area as designated by Licensor from time to time, and to enter upon such area of the Project as is reasonably necessary to exercise the License.
2. The Bicycle Area will be used by the Licensee from time to time solely for temporary storage of no more than one (1) bicycle belonging to Licensee. Licensee is solely responsible for locking or otherwise securing his or her bicycle to the bicycle racks provided in the Bicycle Area in a manner that will not adversely impact other users’ use of such bicycle racks.
3. All use of the Bicycle Area (including storage of any personal property in contravention of this Agreement) is at the sole risk, cost and expense of Licensee. Licensee hereby waives and releases Licensor, Owner, and their respective agents, employees, affiliates, shareholders, partners (including partners of partners), subsidiaries, members, directors, and officers (collectively, the “Indemnitees”), from and against any and all liability, claims, causes of action and damages to person or property arising from Licensee’s access to and use of the Bicycle Area. Licensee hereby agrees to indemnify, defend and hold Licensor and the Indemnitees harmless from and against all costs, expenses, claims, suits, causes of action, liabilities, losses, fines, penalties, charges, judgments, injuries and damages, including, without limitation, reasonable attorneys’ fees and costs arising out of Licensee’s acts, omissions or use of the Bicycle Area. This Section 3 shall survive the expiration or earlier termination of this Agreement.
4. Subject to the terms of this Agreement, Licensee will have nonexclusive access to the Bicycle Area by means of an access card (the “Access Card”) to be provided by Licensor, provided that any replacement Access Cards needed or requested by Licensee shall be provided by Licensor at Licensee’s sole cost and expense. Licensee agrees that he or she will not share the Access Card with any third party. Licensee acknowledges that the Access Card may be changed from time to time and that while Licensor will attempt to contact Licensee regarding any such change, Licensee may have to produce identification to access the Bicycle Area in the event of a change in the Access Card, and in such event, Licensee’s entry into the Bicycle Area may, in Licensor’s sole discretion, be denied if Licensee is unable to produce such identification. Additionally, if requested by Licensor, Licensee agrees to use a parking sticker or other identification on his or her bicycle, from time to time.

5. Licensee shall use the Bicycle Area in accordance with the Rules for Entering, Exiting and Storing Bicycles in the Garage attached hereto, which rules may change from time to time in Licensor's sole discretion, and any other rules promulgated by Licensor.

6. The term of this License Agreement shall expire coterminous with the lease agreement that affords Licensee the right to occupy office or retail space within the Facility; provided, however, Licensor reserves the right to terminate Licensee's license to use the Bicycle Area or to cease to offer the Bicycle Area, at any time, provided Licensee shall be permitted to remove his or her bicycle within three (3) days after termination of the License. If the bicycle stored by Licensee is not removed by the Licensee within three (3) days after the expiration or earlier termination of the License by Licensor, it will be deemed conclusively to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Licensor without written notice to Licensee or any other person and without obligation to account for them. In the event the Underlying Agreement is terminated, this Agreement shall be terminated effective upon the date of termination of the Underlying Agreement.

7. This License is personal to Licensee and may not be transferred, sold, conveyed, or assigned to any other party. Notwithstanding the foregoing, this Agreement shall inure to the benefit of Licensor's successors and assigns.

8. In the event of any dispute between the parties concerning this License, the non-prevailing party in any proceeding will pay to the prevailing party the amount of the prevailing party's reasonable attorneys' fees and costs and the court will enter its order with respect thereto.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

Accepted and Agreed to:

**LICENSEE**

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Work Address: \_\_\_\_\_

Work E-mail: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Access Card #: \_\_\_\_\_

**LICENSOR:**

SP Plus Corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

### **Rules for Entering, Exiting and Storing Bicycles in the Garage**

Each person entering and exiting the Facility located at Republic Plaza with a bicycle, and storing a bicycle(s) and related personal property in the Garage (the "Activities"), shall:

- (i) Follow and abide by these Rules for Entering, Existing, and Storing Bicycles in the Garage (as now existing and as may be later amended) (the "Rules") and the local ordinances and state statutes applicable to bicycles and bicyclists;
  - (ii) At all times Licensee shall **dismount** and **walk** his/her bicycle when entering, exiting and travelling within the Garage;
  - (iii) Be personally responsible for safely participating in the Activities, including without limitation, using the bicycle storage facility in the Garage and securing/locking bicycle(s) and related personal property therein;
  - (iv) Restrict use of the Activities to day use only;
  - (v) Supply your own lock for securing your bicycle;
  - (vi) Must scan the entry access card to activate the roll door each time when entering or exiting the Facility;
  - (vii) Must display bicycle identifier tag;
  - (viii) All bike locks must be stored in the area designated by Licensor, and may not be stored on the bike racks;
  - (ix) Other than Licensee's bike, Licensee may not store any other personal property in the Bicycle Area; and
  - (x) Use the designated bicycle path.
- Licensee acknowledges having read the Rules set forth above, and agrees that those Rules are reasonable and that Licensee shall abide by those Rules. Failure to abide by these Rules may, in Licensor's sole discretion, result in the revocation of your License.

**\*Must be emailed [mkoop@splus.com](mailto:mkoop@splus.com) at SP + and may take up to 24 hours for access to be added**