

FACILITY USE AGREEMENT

This Facility Use Agreement (hereinafter "Agreement") is made by the Board of Trustees of the University of Illinois, a body corporate and politic, on behalf of the Office of Sustainability and Facilities and Services (hereinafter "University"), and The Bike Project of Urbana-Champaign (hereinafter "Bike Project"), a non-profit 501(c)(3) organization.

WHEREAS, University and Bike Project share the following goals and benefits by the cooperation and collaboration described in this Agreement:

- To continue to operate the Campus Bicycle Shop through the University's Sustainability department, within the Division of Facilities and Services of the University, by providing such services as selling bicycle parts and renovated bicycles, teaching bicycle repair to Bike Project members and campus visitors, and maintaining an inventory of tools and parts required for bicycle service (hereinafter "Campus Bicycle Shop").
- To educate and serve the University community, and as a public service, citizens and visitors in the Champaign Urbana community, about bicycle maintenance, bicycle security, bicycle safety, and the health and environmental benefits of bicycle riding.
- To provide the expertise necessary for teaching and providing service for bicycle repair and preventative maintenance for bicycles.
- To encourage biking in lieu of other forms of transportation in order to promote safety, wellness, sustainability, and vehicle congestion relief in the campus area.
- To help organize and promote special events, such as Public Safety Day, Light the Night, Sustainability Week, Earth Week, Bike to Work Day, Bike Month, and more.
- To improve the University's status as a Bicycle Friendly University, as recognized by the League of American Bicyclists.

NOW, THEREFORE, it is agreed:

- I. Term. This Agreement is effective as of July 1, 2013, and shall remain in effect until June 30, 2014.
- II. University agrees:
 - a. To work cooperatively with Bike Project to fulfill the goals stated in the preamble of this Agreement.
 - b. To allocate space for the Campus Bicycle Shop in the southwest corner of the Natural Resources Garage. That space is located at 608 East Pennsylvania Avenue, Champaign, Illinois. The University will not charge the Bike Project for use of this space, including utility and internet costs. The Bike Project will follow the requirements of the University regarding these services, including restrictions on internet traffic. Should Bike Project wish to communicate Payment Card Industry Data Security Standard (hereinafter "PCI DSS") data (required for electronic credit card transactions), then Bike Project must pay for and manage an additional, independent, non-University-network internet connection to carry the PCI DSS data, unless a future policy change by University

technology groups permits PCI DSS data to be sent over University data networks. The consideration for providing this space is that the Bike Project will perform the activities and provide the equipment as described below.

- c. To direct funds to the salary of Shop Manager, in the amount of \$26,900, which comprises 67% of Shop Manager's annual salary of \$40,150 total.
- d. To direct a minimum of \$15,000 to the salaries of University student employees employed at the Campus Bicycle Shop, with the amount subject to change if agreed upon in writing by both University and Bike Project.
- e. To hire, train, and supervise an academic hourly employee (the Campus Bicycle Shop Manager) of the University to manage the Campus Bicycle Shop.
- f. To provide Bike Project with access and use of the designated space in accordance with the rules and operational procedures contained in Exhibit A (attached).
- g. To implement the rules and operational procedures contained in Exhibit A, which may be modified by the University to address problems or needs. The University will give Bike Project advance notice and opportunity to discuss any modifications in at least one meeting prior to the change taking effect.
- h. To maintain the building in a safe condition and to provide maintenance service to the floors, ceiling and walls that serve as the external boundaries of the Campus Bicycle Shop located in the Natural Resources Garage. All routine cleaning and maintenance within the allocated space will be coordinated by the Shop Manager.

III. Bike Project agrees:

- a. To work cooperatively with University to fulfill the goals stated in the preamble of this Agreement.
- b. To provide, during the term of this Agreement, funds for the Shop Manager in the amount of \$13,250, which comprises 33% of Shop Manager's annual salary of \$40,150 total.
- c. To comply with the rules and operational procedures contained in Exhibit A.
- d. To pay all federal, state and local taxes which may be assessed against Bike Project's equipment or merchandise while in or upon the Campus Bicycle Shop premises. Bike Project agrees to procure all licenses required by federal, state and local law, and to post such permits within the area of operation in a prominent place as required by law.

Bike Project agrees to comply with all applicable federal, state and local laws pertaining to wages, hours of employment, and fair employment practices.

- e. That Bike Project employees and volunteers shall comply with and observe all University rules and regulations while on Campus Bicycle Shop premises, as imposed by University on the University's employees and agents.
- f. To be responsible for furnishing and maintaining adequate inventory levels of new parts and bicycles at Bike Project's expense and used parts and bicycles in conjunction with the University's discard and donation practices.

IV. Indemnification.

Bike Project shall indemnify and hold harmless the University and its agents, servants and employees against all loss, damage and expense which it may sustain or become liable for on account of injury to or death of persons, or on account of damage or destruction of property resulting from the performance of work under the Agreement or arising in any manner from the wrongful act of negligence of Bike Project or any Bike Project employee except for instances involving intentional acts or gross negligence on the part of University or its employees or agents.

V. Insurance

- a. Bike Project shall secure insurance and shall cause a Certificate of Insurance to be issued by said insurance company, naming University as additional insured and evidencing coverage as detailed in Exhibit B. Bike Project shall keep such insurance in full force until the termination of this Agreement, and failure to do so shall constitute an event of default. Bike Project shall deliver written notice to the University of modification or cancellation of such insurance at least thirty (30) days prior to such modification or cancellation.
- b. University Insurance. By action of the University on August 1, 1976, a liability self-insurance plan was established, most recently amended on September 6, 2007, for its employees, agents and servants (hereinafter "Program or Plan"). The Program or Plan documents are available on request. While the Program or Plan are in effect on the effective date of this Agreement, nothing contained herein shall be construed as precluding University from modifying, revising, or cancelling, in whole or in part, the Program or the Plan; however, University agrees to provide Bike Project with an advance 30-day notice in the event Program or Plan is canceled in whole or in part.

VI. Temporary Suspension of Operation.

Bike Project assumes responsibility for all costs or loss due to interruptions or temporary suspension of operation regardless of cause. Such suspension may be due to but not limited to the following: mechanical failures of equipment, power failures, weather conditions, or temporary suspensions of operation by University when deemed to be in the best interest of University. The University shall have no responsibility for all costs or loss due to interruptions or temporary suspension of operation.

VII. Termination.

University may cancel the Agreement for reasons, as determined by University. For example, the reason such cancellation may occur may include failure to meet required performance or progress standards; any cessation or diminution of service which, in the opinion of University, is not in its best interest; or any failure to comply with the terms of the Agreement.

If Bike Project fails to perform any obligation(s) imposed on them by this Agreement, University may, as an alternative to immediate termination of this Agreement, serve written notice of default upon Bike Project. If Bike Project does not remedy the breach or contest the allegation(s) within ten (10) calendar days thereafter, then Bike Project is in default and University may cancel the Agreement by giving sixty (60) days notice in writing of its intention to cancel this Agreement. University reserves the ability to terminate this Agreement as described in the first Paragraph of this Section.

If University fails to perform any obligation(s) imposed on them by this Agreement, Bike Project may serve written notice of default on University. If University does not remedy the breach or contest the allegation(s) within 10 calendar days, then University is in default and Bike Project may cancel the Agreement by giving sixty (60) days notice in writing of its intention to cancel this Agreement.

VIII. Notices.

All communications hereunder shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by an overnight courier service to the parties listed below. A notice shall be deemed to have been given when received at the specified notification address.

a. Notices to the University shall be sent to:

Morgan Johnston
Facilities & Services
1501 S. Oak Street,
Champaign, IL 61820

- b. Notices to Bike Project shall be sent to:
 - The Bike Project of Urbana-Champaign – Steering Committee
 - 202 S. Broadway, Room 24
 - Urbana, IL 61801

IX. Compliance with Laws.

The parties shall comply with all laws, statutes, regulations, ordinances, rulings, or enactments of any governmental authority that govern parties' obligations under this Agreement, including, without limiting the foregoing thereto, the following State of Illinois statutes:

- a. Non-Discrimination and Equal Employment Opportunity. The parties shall comply with applicable provisions of the Illinois Human Rights Act (775 ILCS 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Parties shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60).

X. General Provisions.

- a. Delay. Neither Party hereto shall be liable in damages for any delay or default in performing its respective obligations under this Agreement if such delay or default is caused by conditions beyond its control. Such conditions include but are not limited to: Acts of God, government restrictions, strikes, fires, floods, or work stoppages, or acts or failures to act of third parties. So long as any such delay or default continues, the Party affected by the conditions beyond its control shall keep the other Party at all times fully informed concerning the matters causing the delay or default and the prospects of their ending.
- b. Assignment. This Agreement may not be assigned, in whole or in part, by either Party without the prior written approval of the other Party.
- c. Amendments. This Agreement shall not be amended, modified, altered or changed except by mutual agreement confirmed in writing and duly executed by University and Bike Project.

- d. **Governing Laws.** This Agreement is to be governed and construed in accordance with the laws of the State of Illinois.
- e. **Waiver.** The failure of either Party hereto at any time or times to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or to affect the validity of this Agreement or any part hereof, or the right of either Party thereafter to enforce each and every provision in accordance with the terms of this Agreement.
- f. **Entire Agreement.** This Agreement, exhibits, amendments/addenda and incorporated references shall constitute the entire Agreement between the Parties with respect to the subject matter herein and supersedes all prior communications and writings with respect to the content of said Agreement.

**BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS**

*Stacy Ballmes
Walbank Know*

Stacey L. Ballmes
Coordinator for University
Contracts
2013.10.07 16:53:25 -05'00'

Comptroller

~~_____~~ 9/25/13

For Facilities and Services

For The Center for a Sustainable Environment

Date: _____

Approved as to Form:

St Veazie

Steven Veazie, Attorney for the
University of Illinois

Roa M. Al-Heeti 8/20/2013

Roa M. Al-Heeti, Attorney for
The Bike Project of Urbana-Champaign

THE BIKE PROJECT OF URBANA-CHAMPAIGN

By: Barry Astralowitz

Its: Treasurer & Director

Date: 2013 - Aug - 19

EXHIBIT A

- 1) The Campus Bicycle Shop employees funded by University (in full or in part) are considered University employees (hereinafter "UI Shop Employees"). The Shop Manager is the UI Shop Employee responsible for managing the Campus Bicycle Shop and coordinating all related University programming. Supervision of UI Shop Employees will be accomplished by the designated University representative(s).
- 2) Costs for bicycle equipment, parts, and supplies will be funded by Bike Project, except when otherwise agreed upon by University. Revenue from sales, parts, Bike Project memberships, workshop fees, and financial donations to Bike Project will be the sole property of Bike Project. Fees for instructional programming created in cooperation between Bike Project and University shall be considered Bike Project revenue, except when agreed upon by both Bike Project and University.
- 3) Bike Project and University will cooperate to coordinate operations of the Campus Bicycle Shop. Management decisions regarding policy and staffing changes will be discussed during weekly meetings with both parties before action is taken, except in urgent situations. In urgent situations, email will be used to inform the other party of the situation before action is taken, or as soon as possible after an action is taken.
- 4) The Shop Manager will be responsible for coordinating any volunteers for University related bicycle events and working with Bike Project's Steering Committee to schedule Bike Project volunteer assistance. Bike Project's Steering Committee reserves the right to provide zero Bike Project volunteers for University bicycle related events.
- 5) To facilitate transparency and collaboration, University and Bike Project will meet weekly at a regularly scheduled time to keep both parties fully informed as to old, new, and forthcoming business and ideas, related to the Campus Bicycle Shop. Communication between both parties will be professional and responsible. If a meeting is not held on its regularly scheduled day and is not rescheduled for a day within two days of the regularly scheduled day, Bike Project shall provide to University an update via e-mail of its campus bicycle activities and Campus Bicycle Shop changes and news, and University shall provide to Bike Project an update via e-mail of its related bicycle activities, changes, and news.
- 6) The Shop Manager will review and report Campus Bicycle Shop operation metrics quarterly, and these records will be provided via email to both University and Bike Project contacts. The operations report will reflect Campus Bicycle Shop operational metrics, such as # of visitors, # of bikes donated, # of bikes sold, # of new members, etc. Financial reports are the property and responsibility of Bike Project, and University will not need access to this information except as it pertains to future agreements and funding needs. The Shop Manager will be assigned by University to assist Bike Project with financial tracking and handling, using Bike Project procedures. The parties understand and agree that information gathered under the terms of this Paragraph is proprietary information needed in the regular course of business, and the parties agree to keep the information confidential to the extent allowed by law. No party will disclose or allow to be disclosed any said information, directly or indirectly. This confidentiality is not intended to keep the parties from complying with administrative reports that require the reporting of certain information, and such information may be disclosed to third parties with the written consent of both parties. The purpose of the confidentiality is business necessity, and the documents shall be kept in the normal course of business.

7) All University policies will be followed as the Parties collaborate on Campus Bicycle Shop and related or additional projects, functions, and events involving shared interests or mutual benefit.

8) Keys to the Campus Bicycle Shop will be checked out, on an as-needed basis, by the Shop Manager to Bike Project employees and/or volunteers, in the discretion of the Shop Manager and in accordance with University policies and procedures regarding use of University facilities. The Shop Manager will log the contact information and the reason for providing the key for each person who receives a key. At least one member of Bike Project's Steering Committee may check out a key at any time if Bike Project so requests.

9) Bike Project will maintain a supply of new parts for purchase in the Campus Bicycle Shop. Bike Project will maintain appropriate repair equipment and tools in working order. All inventory and equipment, including donated bicycles, will remain the property of Bike Project. The Shop Manager will be assigned by University to assist with inventory maintenance for the Campus Bicycle Shop, using Bike Project procedures.

10) The Shop Manager will codify operational procedures and develop documents to assist the functional development of the Campus Bicycle Shop and these procedures and operations will be protected by a Creative Commons license.

11) University may request assistance from Bike Project's Steering Committee or members for other University bicycle initiatives, such as bike safety education programs, bike sharing systems, bike storage programs, or other program development. The Shop Manager will be responsible for assisting with such programs, and Bike Project's Steering Committee and University will share information and offer advice during the regular weekly meetings.

12) The Shop Manager will be employed for 40 hours a week. = The Campus Bicycle Shop will have regular hours to be open to the public for no less than 12 hours per week, with the remaining time allotted for Campus Bicycle Shop upkeep, meetings, publicity, report creation, teaching courses, and program development, which should be used to increase the viability and visibility of the Campus Bicycle Shop and benefit the greater Urbana-Champaign community.

13) Bike Project and University will work together to create advertising materials that highlight the parties' affiliation while making clear the separateness of both entities. Advertising materials include the use of a logo, letterhead, signs, and other materials used to publicize the Campus Bicycle Shop and its services and programs. The parties shall agree to the terms of this paragraph before any advertising materials are finalized.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/1/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McKay Insurance Agency, Inc. 106 East Main Street P O Box 151 Knoxville IA 50138	CONTACT NAME: Tanya Hurst	
	PHONE (A/C. No. Ext.): (641) 842-2135	FAX (A/C. No.): (641) 828-2013
E-MAIL ADDRESS: thurst@mckayinsagency.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Philadelphia Insurance Company		
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** CL1210128966 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			PHPK927876-BINDER	9/28/2012	9/28/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					\$
	DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						AGGREGATE \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Proof of Insurance

CERTIFICATE HOLDER Proof of Insurance	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Scott Ziller/TANYA 