

# JOINT USE AGREEMENT

Between

**the City of North Little Rock**

and

---

THIS AGREEMENT made and entered into on \_\_\_\_\_, by and between the City of North Little Rock (hereinafter called “City”) and \_\_\_\_\_ (hereinafter called “Community Partner”).

## WITNESSETH

**WHEREAS**, the City has declared its commitment to the Fit 2 Live initiative for healthy eating and active living and pledged to create an environment that empowers and encourages the community to make healthy, physically active lifestyle choices; and

**WHEREAS**, as part of its federal Communities Putting Prevention to Work (“CPPW”) obesity prevention grant, the City adopted Joint Use Agreement Resolution No. 8119 on July 23, 2012 to authorize City departments to collaborate with community organizations in developing agreements that allow sharing of recreational facilities for mutual and public benefit; and

**WHEREAS**, eighty-eight bicycle parking racks were purchased with CPPW funds for public use to encourage the use of bicycles for active transportation and recreation; and

**WHEREAS**, the bicycle racks will feature a City logo sticker with links to bicycle safety and wayfinding resources; and

**WHEREAS**, the Community Partner has agreed to place bicycle rack(s) on its property for unrestricted public use;

**NOW, THEREFORE**, in consideration of mutual covenants and promises set forth herein, the parties agree as follows:

1. The City shall install \_\_\_ bicycle rack(s) upon property owned by the Community Partner at no charge to the Community Partner. The bicycle rack(s) will be located in a place and positioned in a manner as agreed by the parties which shall allow and encourage public use. The bicycle racks shall remain the property of the City at all times.

2. The Community Partner shall not relocate the bicycle rack(s) without the express written permission of the City, which shall not be unreasonably withheld.

3. The Community Partner shall not reserve bicycle rack(s) access to patrons or employees of its organization, business, or institution.

4. The Community Partner shall perform routine inspection of the bicycle rack(s) and keep it/them in good visual condition. Typically this will consist of removing graffiti such as stickers

and applying touch-up paint as necessary. The Community Partner will notify the North Little Rock Mayor's Office if structural damage occurs to the bicycle rack(s). The City may elect to repair, replace, or remove any damaged bicycle rack(s) without further obligation.

5. The Community Partner shall remove any abandoned bicycles, bicycle locks or chains on a regular basis, and keep the area surrounding the bicycle rack(s) in a neat and clean condition.

6. The Community Partner shall maintain the bicycle rack(s) as provided in this agreement for a minimum of one year after installation, and respond to survey questions on the current status and usage of the bike racks. If the Community Partner removes any rack prior to one year after installation, the Community Partner shall reimburse the City for the cost of installing and removing the rack or racks removed. If the City removes any rack prior to one year after installation, the City shall bear the cost of restoring the location to its original condition prior to installation.

7. The City and Community Partner shall cooperate in promotional activities for the program, including the use of photos of the finished sites. All promotional materials related to bicycle racks installed pursuant to this agreement will cite the Community Partner, City of North Little Rock, and Fit 2 Live as program partners.

8. The parties executing this agreement represent that they have been lawfully authorized to execute the same on behalf of their respective organizations. The City's Fit 2 Live Coordinator shall be authorized to execute this agreement on behalf of the City.

9. This Agreement constitutes the full understanding of the parties, a complete allocation of risks between them and a complete and exclusive statement of the terms and conditions of their agreement, related to the services provided hereunder.

10. A waiver of a right on one occasion shall not be deemed to be a waiver of any other right on that occasion.

11. It is expressly agreed by the parties that this agreement shall not form the basis of a claim for monetary damages. Any action brought in a court of law based upon this agreement shall be limited to declaratory relief and each party shall bear its own cost of litigation.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in their behalf of their respective organizations; and supersede any and/or all previous agreements, contracts, or leases.

\_\_\_\_\_  
City Authorized Representative (signed)

Date: \_\_\_\_\_

\_\_\_\_\_  
City Authorized Representative (printed)

\_\_\_\_\_  
Community Partner (signed)

Date: \_\_\_\_\_

\_\_\_\_\_  
Community Partner (printed)

REVIEWED AND APPROVED FOR COMPLETION, CITY OF NORTH LITTLE ROCK, ARKANSAS LEGAL DEPARTMENT