

CITY OF HOUSTON BICYCLE RACKS(S)
HOST ACKNOWLEDGMENT FORM
AND
HOLD HARMLESS

_____ (HOST)

This acknowledgment reflects the HOST’S understanding of the need to help expand active living and bikeability in underserved communities throughout Houston. The HOST understands the City of Houston, by and through its Department of Health and Human Services (HDHHS) Chronic Disease Program is disseminating bike racks procured through chronic disease prevention grant funding in complement to Go Healthy Houston.

The Host releases all liability, installation of bike racks, and maintenance of racks to the person or organizational recipient(s).

In consideration of the terms and conditions listed here the Host agrees and acknowledges as follows:

1. The Host is responsible for installation services for bicycle racks(s) and the locations will be agreed upon by the City and Host and approved by the City in its sole discretion.
2. The Host shall be responsible for obtaining contractual servicers and permits and will be responsible for all fees associated with installation of bicycle racks on Host property.
3. The Host will not install bike racks on personal property for personal use.
4. Installation is required within one year of the date of this agreement or the bike rack must be returned to the Chronic Disease Program.
5. In such circumstances that the bicycle rack(s) is to be installed on Host property the Host is responsible for providing proof of ownership and authorization for modification of the property site. If the bicycle racks to be placed on City property the City must approve the location prior to Installation.
6. Host will provide bike rack location specifications to the Chronic Disease Program include address and contact for site.
7. If the City determines that any of the bicycle racks installed pursuant to this acknowledgment becomes a public safety hazard or other nuisance, the City reserves the right to remove it at its sole discretion.
8. If Host no longer supports the rack it agreed to host, or if a Host relinquishes ownership of its Property within the first year of Hosting, the City shall have the right to give notice to the Host and enter the property to remove the rack.

9. HOST AGREES TO AND SHALL RELEASE THE CITY OF HOUSTON, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO THE BIKE RACK(S) INSTALLATION, MAINTENANCE AND USE, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

HOST AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO THE BIKE RACK(S) INSTALLATION, MAINTENANCE AND USE.

Host Agency

Signature: _____

Date: _____

Name: _____

Title: _____