



MEDO Parking Policy

Please Read this Rental Agreement Carefully

This Rental Agreement details the rental of the car parking space known as:

Parking Lot Address: 49 Austin Street

Scramble Parking _____ or Parking Space # _____

The following terms and conditions form the rental agreement (the “Agreement”) with MEDO Developments (“MEDO”).

1. License. The Renter may use and occupy one (1) parking space located at the Parking Lot identified. Parking is for normal passenger vehicles only, including light weight pick- up trucks.
2. Term / Days / Hours. This license shall be month-to-month beginning on the date as set out above until terminated.
3. MEDO Address and Phone numbers:
 - a. Phone Number 204-942-7535
 - b. Address: MEDO Developments / Care of ESGS
150 Henry Avenue
Winnipeg, Manitoba, R3B 0J7
4. Payments
 - a. Parking charges (and any applicable taxes) are due in advance on the 1st day of each month for that month and payment is not valid until it is actually received by MEDO.
 - b. Outstanding amounts are subject to interest charges at the rate of 2% per month compounded monthly (26.8% per annum).
 - c. Invalid or returned payments are subject to an administrative fee of \$25.00, which amount is subject to change from time to time.
 - d. Parking rates are subject to change by MEDO upon one calendar’s months’ notice.
 - e. MEDO is not responsible for loss or delayed delivery of payments or correspondence through the mail service.
 - f. The Renter agrees to ensure the address, contact and payment information associated with their account is accurate and up to date at all times. Please contact MEDO promptly with any changes.

5. Permits & Access Devices

- a. A non-refundable fee is charged for each parking Permit (a "Permit").
- b. The Permit issued to a Renter is valid only for the parking facility for which it is designated.
- c. Misuse of a Permit will be considered a breach of this Agreement. If the same Permit or permit number is found on more than one vehicle at a time, or if a Permit is used to admit more than one vehicle at a time into the parking facility, that Permit will automatically be deemed invalid, and MEDO may issue a parking notice and tow one or more of the vehicles in addition to any other remedies available to MEDO. In the event of misuse of a permit, MEDO also reserves the right to charge the regular daily rate (in addition to the monthly charges).
- d. A Permit must be visibly displayed at all times with the "logo" facing the windshield (unless no Permit is required for that facility). Failure to do so will be considered a breach of this Agreement and, in addition to any other remedies available to MEDO, may result in issuance of a parking notice and/or towing of your vehicle.
- e. If a Permit is lost, stolen or damaged, it will be replaced upon payment of a non-refundable fee.
- f. A valid Permit must be displayed at all times, on the rear view mirror or window with the facility number facing out. Failure to display a valid Permit in the manner prescribed may result in your vehicle being ticketed or towed at your expense.
- g. If you have forgotten or misplaced your Permit and pull a daily ticket upon entry, you are required to write your name, license plate, hanger tag number, and phone number on the back of the ticket for proper cancellation. If this information is not provided or invalid, you will be charged the regular daily rate for each cancelled ticket.

6. Restrictions

- a. Parking charges are for the licensed use of parking space only and are subject to the rights and restrictions associated with your selected monthly parking rate and location.
- b. MEDO is not responsible for any injury, loss or damage to you or your vehicle or its contents.
- c. The parking of unlicensed or uninsured vehicles, the general storage of vehicles i.e. parking for more than 24 hours at a time, and the repair or maintenance of vehicles in the parking facility is prohibited. Further, the parking of vehicles that (in our opinion) pose any kind of hazard or have hazardous contents is also prohibited. Vehicles parked for the principal purpose of promotional activities or advertising are prohibited.
- d. Unless a parking stall is assigned, MEDO does not guarantee the availability of parking at selected lot at all times. The selected lot may, from time to time, be unavailable for reasons including, but not limited to, late arrival, excessive demand due to special events or conferences, repair or maintenance activities, construction, emergencies or events of force majeure. In appropriate cases, MEDO will endeavor to use reasonable efforts to relocate you for the period your selected location is unavailable.
- e. Any additional terms and conditions displayed on the signage at the parking facility must be observed, except for those relating to parking rates. Vehicles must be parked in marked stalls only.
- f. Any power supplied at the parking facility is for block heater use only and is provided as a customer service only. The use of any interior car warmer is prohibited. MEDO is not liable in the event that a vehicle fails to start, or for damage arising from use or malfunction of power or heaters. Use is at the Renter's sole and own risk.

7. Termination Policy

- a. The Renter may terminate this Agreement by the 7th day of the month with termination effective on the last day of the calendar month. Any cancellation notices received on the 8th of the month or later will be effective at the end of the following month.
- b. To cancel, contact MEDO at the phone number and address set out above.
- c. MEDO may terminate this Agreement upon one calendar months' notice. However, if the Renter is in breach of this Agreement MEDO reserves the right, to suspend or cancel the Renter's parking privileges, terminate this Agreement and/or tow the Renter's vehicle away from the parking facility at the Renter's expense.
- d. If parking privileges are suspended, MEDO may charge a reactivation fee.

8. Assignment. Unless the Renter is the administrator of a group or corporate account or it is agreed by MEDO in writing, the Renter may not assign, transfer or sublicense this Agreement. Further, changes in the name of the account holder are strictly prohibited (unless supported by legal documentation and agreed to by MEDO).

9. Amendment to Terms. These Terms and Conditions are subject to change by MEDO from time to time. A current version can be accessed by visiting MEDO's website, or by writing to MEDO at the address set out above

10. Waiver. MEDO reserves the right to waive any of these Terms and Conditions from time to time in our sole discretion. Any such waiver on one occasion will not be construed as a general waiver, or waiver of the same term on a subsequent occasion.

11. Privacy Policy.

- a. The current terms of our Privacy Policy govern the collection, use and disclosure of the Renter's personal information and are hereby incorporated into this Agreement. Personal information consists of the following:
Name; Mailing address, phone number and email address; Credit card number and expiry date, for pre-authorized credit card payment option; Vehicle make and model, and license plate number; Personal account identifiers, such as customer numbers, and permit data; Customer correspondence
- b. The Renter consents to the collection and use of personal information for the purpose of facilitating parking transactions, to allow MEDO to verify identity and to contact and communicate with the Renter.
- c. The Renter consents to disclosure by MEDO of your personal information to our agents who provide services relating to management of your account, such as (but not limited to) delivering mail, preparing statements, processing payments, or to others as required by law. All such agents have agreed to comply with applicable privacy laws and to protect and maintain the confidentiality of the personal information. You further consent to our disclosure of your name, address, telephone number, and permit and/or access device information to the parking manager or subsequent operator of your selected parking facility.
- d. MEDO's Privacy Policy is subject to change from time to time, and can be accessed by written request to MEDO at the addresses set out above.

12. Definition. A calendar month is from the 1st day of the month to the last day of the same month.

ACCEPTANCE

I, _____ hereby agree to and accept the above terms and conditions,
(print full name)

on this the _____ day of _____, _____.
(day) (month) (year)

Signature: _____