

PARKING SPACE LEASING CONTRACT

Leasing period: January 1 to December 31, 2016

- Individual contract \$185.00 plus applicable taxes (total: \$212.70)
 Corporate agreement

Group name: _____

USER

First name : _____		Last name : _____	
Address : _____			

Email : _____			
Telephone : (_____) _____		Other : (_____) _____	
Make/Model : _____		Registration : _____	
Make/Model : _____		Registration : _____	

TERMS OF PAYMENT

Pricing :\$ _____ per month, plus applicable taxes :\$ _____ per month	
<input type="checkbox"/>	Cash payment
<input type="checkbox"/>	Debit card payment
<input type="checkbox"/>	Recurring credit card payment:
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
Card number : _____ Expiry _____ / _____ Code _____	
Holder's last name / first name : _____	
<input type="checkbox"/>	Cheques made payable to Montreal Port Authority

1. Right of Occupancy

The Montreal Port Authority (the "MPA") authorizes, on the following conditions during the hours mentioned, the occupancy of one (1) parking space – on the Alexandra Pier, only for the User's vehicle(s) described in the contract. The right of occupancy hereby granted is valid from January 1 to December 31, 2016.

2. Terms of Payment

The User will pay his occupancy fee according to the pricing in force and recorded in his contract, per parking space. The MPA reserves the right to change the pricing in force without notice. The leasing charges are payable in advance before the beginning of the month. The User may make the payment in one of the following ways:

- Cash payment in Canadian funds (in person)
- Debit card payment (in person)
- VISA or MasterCard credit card payment. The credit card payments will be debited on the first day of the month.
- Cheque made payable to Montreal Port Authority. Postdated cheques will be accepted.

Any cheque with non-sufficient funds will result in the automatic and immediate cancellation of the right of use and the parking card. In addition, the User will be charged **twenty-five dollars (\$25.00)**.

3. Parking Access Card

Upon the signing of this contract and upon payment applicable for the first month, the MPA will provide the User with one access card per parking space leased. The parking access card will be delivered in person to the User at the MPA office upon presentation of a photo ID. If the card is forgotten or an expired card is used, the User will not have access to the parking.

In case of loss or theft of the card, a non-refundable charge of twenty-five dollars (\$25.00) plus applicable taxes will be imposed to issue a new card.

For a replacement card, the holder must submit a request for replacement and the payment.

For a damaged or defective card, the holder must return the card for replacement free of charge.

4. Location and Hours of Use

The right of occupancy is permitted seven days a week, twenty-four hours a day, in the defined spaces.

The MPA reserves the right to restrict the location and use on 3 days' notice. This notice will be posted at the entrance station or sent by email.

The User may not store his car in the space except with the MPA's authorization.

5. Cancellation and Refund Policy

The MPA reserves the right to revoke the occupancy rights granted by this contract at any time, at its sole discretion.

In the event that a User wishes to terminate his right of occupancy before term, he may do so by notifying the MPA in writing, at least two (2) business days before the end of the month. The cancellation will take effect as of the first full month after receipt of the notice. If applicable, the MPA then will refund the prepaid charges for the months covered by the cancellation. In the case of payment by postdated cheques, the MPA will destroy said cheques for the months covered by the cancellation. The MPA, at the User's request, may return the unused postdated cheques to the User.

6. Regulations

The User must comply with the regulations and the signage brought into force by the MPA. In case of an offence, the vehicle will be towed at the User's expense. The MPA checks the use of the parking card regularly, and any breach of the contract will result in cancellation of the right of use and the parking card.

Every vehicle and its contents and objects are subject to inspection on the MPA's properties.

The User will inform the MPA immediately of any change to the information contained in or otherwise relevant to this permit.

The User will report any lost, misplaced, damaged or destroyed permit promptly.

The User shall be capable of proving he has an appropriate driver's license, insurance and registration for the vehicle(s) he intends to park on the Alexandra Pier. The User shall provide a telephone number and an email address to receive notices relevant to use of the parking.

The permit User is responsible for use of the access card until it is reported missing.

Lost or stolen parking access card: the User must report the loss or theft to 514-283-6911 to deactivate the card.

7. General Provisions

The MPA will not be liable for any damage, claim, loss, action or other cause whatsoever, incurred by the User at any time and for any cause whatsoever, both for any direct damage and for any special, indirect or consecutive damage, and the User will not be entitled to any reduction or any suspension of payment of leasing charges, nor to any recourse against the MPA. The User waives any claim, action and other costs of any nature whatsoever against the MPA, whether resulting from damage, fire, theft of goods or any other cause, and also acknowledges that he uses said space(s) at his risk and peril.

This contract is not transferable. The MPA reserves the right to revoke this contract at any time, at its sole discretion.

8. Business Hours and Contact Information of the MPA Office

The MPA office is open Monday to Friday from 9 a.m. to 12 noon and from 1 p.m. to 4 p.m.; the office is closed on statutory holidays. To contact us: 514-283-7039, 2100 Pierre-Dupuy, Montreal, Quebec H3C 3R5.

9. Applicable Law

The parties agree this contract is conclusively deemed to be a contract made pursuant to the laws of the Province of Quebec and the laws of Canada applicable therein and is written and interpreted in accordance with these laws to all intents and purposes.

The User acknowledges he has studied this contract and accepts its conditions.

User's signature

Date

MPA representative

Date