MONTHLY PARKING APPLICATION AND AGREEMENT

Licensee:	_ Company:
Building:	Suite:
Work #:	
Cell #:	
Email:	
Mailing Address (including City and Postal Code):	

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MODEL
LICENCE PLATE

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The above named permit holder (the "Licensee"), as an employee of the above named Company/Tenant, hereby irrevocably acknowledges and agrees that upon approval of this parking permit application by the owner/manager of the Brookfield Properties Ltd. and Standard Parking of Canada Ltd. (the "Licensor"), which approval shall be deemed to have occurred only upon issuance of a parking transponder to the Licensee, the Licensee shall abide by all of the rules and regulations established from time to time by the Licensor, including but not limited to the following:

a) The license is for the use of one (1) vehicle per space by the Licensee, and accordingly the use of the parking space shall be restricted to the Licensee and the vehicle(s) described above. No substitute vehicle shall be permitted without the express consent of the Licensor. The Licensee shall not be entitled to assign or sublicense the parking license or part with possession of its parking space. Any attempts of fraudulent use of the transponder and/or the parking rights granted herein may result in the immediate termination of this Agreement.

b) Parking charges are for the use of the parking space only, and are subject to change from time to time. The Licensor, its employees, agents and for those whom it legally responsible shall not, under any circumstances whatsoever, be responsible for any loss or damage to any vehicle or its contents regardless of who caused the loss or damages or how it occurred, including without limitation negligence of the aforementioned persons or theft. The use the parking space is at the sole risk of the Licensee and the responsibility for insuring against any loss of or damage to the vehicle and its contents being that of the Licensee who hereby waives on behalf of itself and its insurers any rights of subrogation against the Licensor, its employees, agents and for those whom it legally responsible.

c) The Licensee shall indemnify the Licensor, its employees, agents and for those whom it legally responsible against all liability, claims, damages or expenses due to or arising out of any act, omission or neglect by the Licensee or anyone for whom it is legally responsible, in, on or about the Parking Facility or due to or arising out of any breach by the Licensee or anyone for whom it is legally responsible of the provision of this Agreement or any rules or regulations established from time to time by the Licensor.

d) Either party may terminate this Agreement upon one calendar month's advance written notice to the other (subject to another written agreement between the Licensor and the Company/Tenant). Notwithstanding the termination of this Agreement, parking charges will continue to accrue until the transponder is returned to the Licensor. No refund will be issued for any returned transponder.

e) The Licensor may have the Licensee's vehicle towed at the Licensee's expense if the vehicle is, in the Licensor's sole opinion, illegally parked (including Ecozone or reserved spaces), a hazardous condition, blocking another vehicle or parked in such a manner that creates an unsafe condition or if the vehicle remains unmoved for more than 36 consecutive hours. The Licensor may otherwise have the Licensee's vehicle moved in the event of an emergency.

f) Parking charges are payable in advance on the first day of each month. If, for whatever reason, payment is not received by the fifth business day of the month, the transponder will be deactivated. The responsibility of payments remains at all times with the Licensee. Parking charges are not prorated for any non-use of parking privileges or mid-month cancellation of this Agreement or any other reason.

g) The Licensee shall use the Parking Facility for parking its insured and licensed vehicle only and shall not use the Parking Facility to store vehicles on a long-term basis (i.e. longer than 36 consecutive hours), or undertake repairs. Failure to comply with this section may result in additional parking charges. Use of interior car warmers is prohibited.

h) The Licensor has the option to relocate the parking space with prior notice to the Licensee.

i) The transponder is the only means of entry to and exit from the Parking Facility for the Licensee without incurring additional parking charges - without the transponder, the Licensee will be obligated to pay the posted hourly rates which are non-refundable. The transponder must be displayed prominently on the vehicles windshield at all times while the vehicle is in the Parking Facility, with the transponder number clearly visible. Failure to comply with this section may result in additional parking charges.

j) Lost or stolen transponders must be reported to the Licensor immediately for a new transponder to be issued. An additional fee of \$50 will be required for the new transponder. A damaged transponder will be replaced free of charge.

ACCOUNT PAYMENT SHALL BE ARRANGED BY COMPLETING A MONTHLY PARKING PREAUTHORIZED PAYMENT FORM, UNLESS LICENSEE IS PREAPPROVED FOR MONTHLY INVOICE. THIS DOCUMENT REPRESENTS THE AGREEMENT BETWEEN THE LICENSOR AND THE LICENSEE. THE LICENSEE'S ACCEPTANCE OF THE TRANSPONDER SHALL BE DEEMED THE LICENSEE'S ACCEPTANCE OF THE TERMS AND CONDITIONS STATED HEREIN.

Date:		
Transponder #:		
Monthly Fee:		
Parking Operator Au	thorization:	
nt Signed: Ye	es 🗆	No 🗆
	Transponder #: _ Monthly Fee: Parking Operator Au	Transponder #: Monthly Fee: Parking Operator Authorization: _ nt Signed: Yes □