

Bicycle Parking License Agreement

(the "Agreement")

Dated this ____ day of _____, 202__

Licensee Name (the "Licensee")

Business Name of Employer (the "Tenant")

Telephone Number of Licensee

Email Address of Licensee

Commencement Date

Stall Number (the "Stall")

In consideration of the Fee herein expressed to be paid by the Licensee to the Owner (as hereinafter defined) and other good and valuable consideration exchanged between the Owner and the Licensee (the receipt and sufficiency of such other consideration is hereby acknowledged by the Owner and the Licensee), Imperial Parking Canada Corporation ("**Impark**"), as agent for the Owner, hereby grants to the Licensee, and the Licensee hereby accepts, the non-exclusive right to use the Stall in the below ground parkade (the "**Parkade**") located within the property known as Brookfield Place Calgary, located at 225 – 6th Avenue SW, Calgary, Alberta (the "**Building**"), subject to the following terms and conditions:

1. The term of this Agreement shall commence on _____ and end on _____ (the "**Term**"), unless otherwise terminated in writing by the Licensee or Impark. The Licensee specifically acknowledges that if he or she is no longer employed by the Tenant, that this Agreement shall immediately terminate and the Licensee shall return all Access Materials (defined below) to Impark.
2. In exchange for the use of the Stall, the Licensee shall pay to Impark, by credit card, or cheque, in advance, an annual license fee (the "**Fee**") plus applicable taxes. For the 2020 year, the Fee shall be one hundred and twenty dollars (\$120.00) plus applicable taxes. The Licensee acknowledges that Impark may alter the Fee from time to time at its discretion.
3. The Licensee shall pay the Fee for the Term by credit card, or cheque made payable to Impark or as directed by Impark. Non-payment of the Fee may lead to immediate termination of this Agreement by Impark.
4. The Licensee acknowledges that the Fee is non-refundable. Should this Agreement be terminated, or the Licensee elects not to use the Stall during the Term no refund will be provided to the Licensee.
5. The Licensee agrees that the Stall will be used only for the purpose of parking a bicycle, and for no other purpose.
6. Impark may provide the Licensee with Access Materials (as defined below) that collectively comprise codes, access numbers or pin numbers ("**Code Access Materials**"), and/or keys, pass cards, passes, tags, decals, transponders and similar identification or access media access codes and/or access devices ("**Physical Access Materials**" and together with the Code Access Materials, the "**Access Materials**"). The Access Materials provided to the Licensee by Impark will facilitate access to that portion of the Parkade where the Licensee's bicycle will be parked (the "**Locker**"). In exchange for the Access Materials, the Licensee agrees to keep the Code Access Materials confidential and to not provide the Physical Access Materials to any other person.

The Licensee further acknowledges that all of the Access Materials provided to the Licensee are and shall remain at all times the property of Impark, are not transferable without Impark's prior written consent and (as applicable) shall be returned to Impark upon the expiry or earlier termination of this Agreement. The Licensee shall be responsible for the payment of all fees Impark may charge for the replacement of any Physical Access Materials which may be lost, stolen, misplaced, broken, damaged, defaced and/or rendered unusable by the Licensee.

7. The Licensee shall observe and obey all regulations, rules or instructions which may from time to time be established for the operation of the Parkade and the Locker (the "**Regulations**"). Impark, Brookfield Place Calgary LP (the "**Owner**") and the Building manager reserve the right to make changes to the Regulations from time to time as considered necessary. New Regulations will be deemed to have been communicated to the Licensee upon being posted in the Locker.
8. If the Licensee breaches any term or condition of this Agreement or the Regulations, Impark may, in its sole discretion immediately terminate this Agreement. Upon termination, the Licensee shall cease to use the Code Access Materials and return all Physical Access Materials to Impark and remove all of his or her personal belongings from the Locker and the Stall.
9. The Licensee acknowledges that the Locker is a shared facility, and:
 - a. agrees to ensure that the Locker remains secured on entry and exit; and
 - b. undertakes not to create any nuisance or hazard within the Locker; and
 - c. acknowledges that it shall not use the Locker in any manner likely to cause damage to the Locker, the Parkade or the Building or harm to any other person using the Locker, the Parkade or the Building.
10. The Licensee acknowledges and agrees that both the Stall and Locker are intended to be used in conjunction with a strong and reliable bicycle lock or other secure device to be chosen and supplied by the Licensee, and that Impark makes no representation or warranty as to the existence or reliability of any security measures that may be in effect in and around the Locker and Parkade from time to time. Impark specifically disclaims any and all liability for loss or damage due to vandalism, theft, or attempted theft of Licensee's bicycle or any items placed by Licensee in the Locker.

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11. If access to the Locker or the Stall are temporarily affected or impaired in any manner or for any reason that prevents their use by the Licensee, Impark will use reasonable efforts to provide an alternate Stall, but shall have no liability for its inability or failure to do so.
12. Impark, the Owner, the Building manager and their respective lenders, mortgagees, affiliates, contractors, employees, agents, officers, directors and all persons for whom each is legally responsible (collectively and singularly the "**Releasees**") shall not be responsible for any bodily injury or death or loss or damage to property suffered by the Licensee, whether or not due to negligence, acts or omissions of any one or more of the Releasees or by any other person.
13. The Licensee may not assign this Agreement to any other person or allow the Stall to be used by any other person or persons without the prior written approval of Impark in its sole discretion.
14. Privacy and Your Personal Information. Impark is committed to compliance with privacy rights under Personal Information Protection Act (Alberta) and the Personal Information Protection and Electronic Documents Act (Canada). Some or all of the information set out above is or may be Personal Information. At your written request to us, we shall deliver to you a copy of our policies for the collection, safeguarding, use and disclosure of Personal Information. By signing this form in the space provided below, you acknowledge and agree that we may collect, use, disclose to third parties

and retain your Personal Information and that you consent to all past, present and future collection, use, disclosure to third parties and retention by us of your Personal Information. Your consent to such collection, use, disclosure to third parties and retention by us of your Personal Information shall remain in effect until you deliver to us written notice of your withdrawal or variation of such consent.

IN WITNESS WHEREOF Impark and the Licensee have executed this Agreement all as of the day and year first written.

WITNESS:

LICENSEE:

Name

Name

Signature

Signature

IMPERIAL PARKING CANADA CORPORATION

Per: _____

Per: _____

I/We have authority to bind the corporation.