



PARKING FACILITY: BROOKFIELD PLACE TORONTO

Permit Holder Information			
Permit Holder:		Company:	
Address:		City:	
		Province:	
		Postal Code:	
Work Phone:		Cell Phone:	
Email:			

Vehicle(s) Information			
Make	Model	Colour	Plate No.

The above-named permit holder (the "Licensee"), an employee of the above-named Company, hereby irrevocably acknowledges and agrees that upon approval of this Monthly Parking Application and Agreement (this "Agreement") by Indigo Park Canada Inc. (the "Licensor"), as parking manager of the Parking Facility, which approval shall be deemed to have occurred only upon issuance of a parking transponder/access card to the Licensee, the Licensee shall abide by all rules and regulations established from time to time by the Licensor including, but not limited to, the following:

- a) The license granted by this Agreement is for the use of only one (1) parking space at the Parking Facility 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(s) shall be permitted without the express consent of the Licensor. The Licensee shall not be entitled to assign or sublicense the parking license or share its use with others. Any attempts of fraudulent use of the transponder/access card and/or the parking rights granted herein may result in the immediate termination of this Agreement.
- b) Parking charges are for the use of one (1) parking space only and are subject to change from time to time. The Licensor, its employees, agents and for those whom it is 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 of the parking space and Parking Facility 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, the owners of the Parking Facility, their respective employees and agents and for those whom they are legally responsible (collectively, the "Parking Facility Operators").
- c) The Licensee shall indemnify the Parking Facility Operators against all liability, claims, damages or expenses due to or arising out of any act, omission or negligence 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 provisions of this Agreement or any rules or regulations established from time to time for use of the Parking Facility.
- d) Either party may terminate this Agreement upon one full calendar month's advance written notice to the other, subject to any applicable rights or restrictions in the Company's lease with an owner of the Parking Facility. In addition, the Licensor



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may terminate this Agreement upon written notice to the Licensee in the event that the Licensor no longer operates the Parking Facility, or, alternatively, the Licensor may assign this Agreement to the owner(s) of the Parking Facility or its designee. Notwithstanding the termination of this Agreement, parking charges will continue to accrue until the transponder/access card is returned to the Licensor, or the owner(s) of the Parking Facility or its designee, if applicable. No refund will be issued for any returned transponder/access card.

- 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/access card 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. A \$45.00 non-refundable activation fee for all transponder monthly parking accounts is required to be paid with the first month's parking fees. A \$15.00 non-refundable activation fee for all access card monthly parking accounts is required to be paid with the first month's parking fees.
- 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 to the vehicle. Failure to comply with this section may result in additional parking charges. Use of interior car warmers is prohibited. The Licensor has the option to relocate the parking space elsewhere in the Parking Facility with prior notice to the Licensee.
- h) The issued transponder or access card is the only means of entry to and exit from the Parking Facility for the Licensee without incurring additional parking charges - without the transponder/access card, the Licensee will be obligated to pay the posted hourly rates which are non-refundable. Failure to comply with this section may result in additional parking charges.
- i) Lost or stolen transponders/access cards must be reported to the Licensor immediately for a new transponder/access card to be issued. A non-refundable replacement fee of \$45.00 will be required for issuance of a new transponder. A defective transponder will be replaced free of charge. A non-refundable replacement fee of \$15.00 will required for issuance of a new access card. A defective access card will be replaced free of charge.

Account payment shall be arranged by completing a monthly parking pre-authorized payment form, unless Licensee is pre-approved for monthly invoice. This Agreement is the entire agreement between the Licensor and the Licensee, and may only be amended by the parties in writing. This Agreement shall be governed by and construed in accordance with the laws of the province in which the Parking Facility is located, and the laws of Canada applicable therein. The Licensee's acceptance of a transponder shall be deemed the Licensee's acceptance of the terms and conditions stated herein. All amounts due hereunder shall be paid in Canadian Dollars.

A signed copy of this Agreement may be delivered by facsimile, email or other means of electronic transmission and shall be deemed legally binding.

Licensee Signature: _____ **Date:** _____

Office Use Only	
Pass #: _____	Location #: _____
Monthly Rate _____	Pass Fee: _____
Start Date: _____	Comments: _____