

D. TERMS AND CONDITIONS

The following terms and conditions constitute the Contract:

1. Definitions: In this Contract, capitalized terms shall have the meanings ascribed to them in Schedule "A" attached hereto.

2. Parking Fees: Parking Fees are due in advance on the first (1st) day of each month. Any outstanding amounts will accrue interest at a rate of two percent (2%) per month. Parking Fees are subject to change with at least a minimum of thirty (30) days advance written notice from CPA. GST will be charged in addition to the Parking Fees.

3. Payment Method: Parking Fees may be paid through automatic bank withdrawals. In such a case, the Customer must complete the Banking Information section of the Contract and provide accurate information for automatic bank withdrawals. Any invalid or returned payments are subject to an administrative fee of \$25.00, which amount is subject to change by CPA without notice.

4. Parking Stall:

(a) Upon full payment of the Parking Fees, and subject to the rights and restrictions set out in this Contract, the Customer is permitted to park the Maximum Authorized in the Parking Lot.

(b) If a Reserved Stall has been assigned to the Customer, the Customer shall only park in their Reserved Stall.

(c) If a Reserved Stall has not been assigned to the Customer, the Customer shall park in a Parking Stall with a green overhead indicator light, or a blue overhead indicator light if they are entitled to park in an Accessible Parking Stall. If there are no overhead indicator lights in a Parking Lot, then the Customer may park in the designated monthly parking area and, in the event there is no availability within the designated monthly parking area or there is no designated parking area, then in any available Parking Stall.

5. Permitted Access and Use:

(a) The Customer must use the Parking Lot for the sole purpose of parking a Listed Vehicle or Bicycle, and for no other purpose whatsoever. For clarity, the Customer must not use the Parking Lot or any Parking Stall for any commercial or recreational purposes.

(b) The Customer may park up to the Maximum Authorized in a Parking Lot. The number of License Plates listed on a single Contract may be greater than the Maximum Authorized; however, the Customer must only park the Maximum Authorized in a Parking Lot at any given time. If the Customer parks more than the Maximum Authorized at any given time, the Customer will be charged the maximum daily rate for parking in a Parking Stall for each Listed Vehicle parked in excess of the Maximum Authorized, plus a \$30.00

service fee for each Listed Vehicle parked in excess of the Maximum Authorized. Such amounts must be paid within 30 calendar days.

(c) The Customer is responsible for updating the License Plates listed in the License Plate Details section of this Contract through use of the CPA's website. Failure to do so prior to noon on the day in which the vehicle is parked in a Parking Stall or Stalls may result in the ticketing and/or the impounding of any vehicles that are parked in Parking Stalls and that are not Listed Vehicles, at the Customer's sole risk and expense.

(d) The Customer acknowledges and agrees that an administrative fee may be charged to the Customer if the Customer fails to update License Plates listed in the License Plate Details section of this Contract as outlined in paragraph 5(c) of this Contract. The administrative fee shall not exceed five percent (5%) of the total monthly fee for this Contract.

(e) A Motor Vehicle must not be backed into a Parking Stall. If a Motor Vehicle is backed into a Parking Stall, the Motor Vehicle may be ticketed and/or impounded at the Customer's sole risk and expense.

(f) The Customer acknowledges and agrees that a Listed Vehicle may be ticketed and/or impounded at the Customer's sole risk and expense if:

- (i) the Customer has parked more than the Maximum Authorized in a Parking Lot at any given time;
- (ii) the Customer has failed to update the License Plate(s) as contemplated by Section 5(c);
- (iii) the Motor Vehicle is backed into a Parking Stall; or
- (iv) the Customer fails to meet any other requirement set out in this Contract.

(g) Additional rules of use may be posted at the Parking Lot. In addition to complying with the terms and conditions of this Contract, the Customer shall obey all signs, notices, instructions and rules posted at the Parking Lot. Signs, notices, instructions, and rules may include, but are not limited to: speed restrictions, stop signs, yield signs, height restrictions and parking restrictions.

6. Parking Process: The process for parking in a Parking Lot with an overhead indicator lighting system is as outlined in Schedule "B" attached to this Contract.

7. Carpool Program:

(a) A Customer holding a Parking Contract under the Carpool Program must have two (2) or more people in the Listed Vehicle at the time the Listed Vehicle enters the Parking Lot. Failure to have a minimum of two (2) people in the Listed Vehicle when it enters

the Parking Lot constitutes a violation of the Contract and may result in immediate termination of the Contract.

(b) A Customer holding a Parking Contract under the Carpool Program must provide the information requested in the Contract Details section of this Contract.

(c) The Carpool Program is not applicable at the Southern Alberta Jubilee Auditorium Parking Lot.

8. Prohibited Use: Motor Vehicles powered by propane are permitted to use surface parking lots and Lot 25, City Centre **only** and are prohibited from entering and using any other enclosed or underground parking lots. The Customer is solely responsible to ensure that a Parking Lot is suitable for the Listed Vehicle. Listed Vehicles which are unregistered, uninsured, pose a hazard or contain hazardous materials are strictly prohibited from entering and using a Parking Lot. Any repair or maintenance of Listed Vehicles in a Parking Lot is also prohibited, with the exception of repair or maintenance undertaken by CPA.

9. Accessible Parking Stalls: A Customer shall not park in an Accessible Parking Stall unless a valid and appropriate permit is displayed at the front of the Motor Vehicle or on its license plate. Any Listed Vehicle found parking in an Accessible Parking Stall without a valid and appropriate permit displayed may be ticketed and/or impounded at the owner's sole risk and expense.

10. Motorcycle & Bicycle Parking:

(a) A Customer with a Motorcycle contract shall park in Motorcycle designated parking areas. In the event that all designated Motorcycle parking areas are occupied, the Customer is permitted to park in a Parking Stall designated for a Motor Vehicle. When parking a Motorcycle in a Parking Stall designated for a Motor Vehicle, the Customer shall park the Motorcycle in such a manner as to permit, at a minimum, a second Motorcycle to utilize such Parking Stall. Motorcycles parked in a Parking Stall designated for a Motor Vehicle in a manner considered by CPA, in its sole discretion, so as not to allow a second Motorcycle to park, may be ticketed and/or impounded at the owner's sole risk and expense.

(b) A Customer with a Bicycle contract shall only park in a Parking Lot with a Bike Cage and shall park the Bicycle in the Bike Cage. Customers shall use a CPA-issued fob for access. Should a Customer require a new fob as a result of a fob being lost or damaged, CPA may issue a new fob and charge the Customer a replacement fee of \$20.00. It is strongly recommended that the Customer secure their Bicycle with a bicycle lock.

11. Personal Injury, Property Damage and Indemnity: In the case of any personal injury or any damage to the Parking Lot or to property of others, the Customer must immediately report the incident and any injuries or damages to CPA Dispatch at (403

537-7006 or by email to cpacontract@calgaryparking.com, and provide the information requested by the CPA dispatcher.

The Customer is solely responsible for any damage, loss, injury or death caused by the Customer to the Parking Lot, the property of others, other drivers or other users of the Parking Lot. The Customer shall indemnify, defend, and save harmless the CPA and its employees, officials, directors, officers and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, legal fees, costs and expenses of whatsoever kind in any manner directly or indirectly caused or contributed to, in whole or in part, by reason of error, omission, wrongful act, or fault, whether active or passive, of the Customer.

12. Limitation of Liability: Any Motor Vehicle, Motorcycle or Bicycle parked or operated in the Parking Lot shall be parked or operated solely at the risk of the Customer.

The CPA, its employees, officials, directors, officers, agents or contractors, shall not be liable for any damage, loss, injury or death caused to any Motor Vehicle, Motorcycle or Bicycle, the Customer, the Motor Vehicle, Motorcycle or Bicycle operator or any other occupant thereof, or any other person unless such damage has resulted from the gross negligence or willful misconduct of the CPA, its employees, officials, directors, officers, agents or contractors.

The CPA, its employees, officials, directors, officers, agents, and contractors shall not be liable in any way whatsoever in the event that any damage, loss, expense or inconvenience is caused by reason of any Motor Vehicle, Motorcycle or Bicycle being removed, towed or impounded pursuant to the terms and conditions of this Contract.

13. Termination:

(a) Any of the following actions by the Customer constitutes a breach of the terms and conditions of this Contract, whether one or more exists:

- (i) violating any terms or conditions of this Contract;
- (ii) defaulting on payment;
- (iii) failure to update the License Plates listed in the License Plate Details section of this Contract;
- (iv) repeated parking of more than the Maximum Authorized in a Parking Lot at any given time; and
- (v) repeated parking of a Listed Vehicle in a Parking Stall without paying the appropriate posted parking fees.

(b) In the event the Customer commits a breach of the terms and conditions of this Contract as contained in Section 13(a)(i) or (ii), the CPA may immediately and without notice:

(i) terminate the Customer's Contract and ban the Customer from holding another Parking Contract with the CPA for a period of not less than two (2) years;

(ii) remove the Customer's Motor Vehicle, Motorcycle or Bicycle from the Parking Lot and ticket and/or impound the Customer's Motor Vehicle, Motorcycle or Bicycle at the Customer's sole risk and expense. Recovery costs associated with the return of the Motor Vehicle, Motorcycle or Bicycle will be the sole responsibility of the Customer; or

(iii) both (i) and (ii) above.

(c) In the event the Customer commits a breach of the terms and conditions of this Contract as contained in Section 13(a)(iii), (iv), or (v), the CPA may with ten (10) days written notice:

(i) terminate the Customer's Contract and ban the Customer from holding another Parking Contract with the CPA for a period of not less than two (2) years;

(ii) remove the Customer's Motor Vehicle, Motorcycle or Bicycle from the Parking Lot and ticket and/or impound the Customer's Motor Vehicle, Motorcycle or Bicycle at the Customer's sole risk and expense. Recovery costs associated with the return of the Motor Vehicle, Motorcycle or Bicycle will be the sole responsibility of the Customer; or

(iii) both (i) and (ii) above.

(d) The CPA reserves the right to terminate this Contract with a minimum of thirty (30) days advance written notice to the Customer for any reason whatsoever.

14. Customer Termination: To terminate this Contract, the Customer must provide the CPA with a minimum of thirty (30) days (one calendar month's) written notice in accordance with Section 24 of this Contract. Failure to provide thirty (30) days (one calendar month's) written notice will result in an additional month of Parking Fees being charged to the Customer. The Customer hereby authorizes the CPA to debit such additional Parking Fees from the Customer's bank account.

15. Times of Use/Restrictions: The Customer acknowledges that the Parking Lot may be open 24 hours per day or as permitted by the Parking Lot signage. Hours of operation for the Parking Lot are posted in and around the Parking Lot as well as on the CPA website. Customers wishing to access a Parking Lot outside its hours of operation can use their Customer access card or fob. The CPA reserves the right to modify the hours of operation of the Parking Lot without notice to the Customer.

The Customer acknowledges that when the CPA displays a “FULL” sign at the Parking Lot entrance, it means Parking Stalls are not available as public Parking Stalls. A Customer with a Parking Contract and a Listed Vehicle may enter the Parking Lot to park in a Parking Stall.

With respect to parking at the Southern Alberta Jubilee Auditorium:

- The CPA does not guarantee that Parking Stalls are available for Listed Vehicles or Bicycles.
- Parking at this Parking Lot is offered on a first-come, first-served basis only.

16. Electric Vehicle (EV) Charging Stations: In certain Parking Lots, EV charging stations are available for use by electric vehicles. The CPA is not responsible in any way for any power outages, power surges or ground faults at EV charging stations.

17. Long Term Parking: Should the Customer wish to park its Listed Vehicle in the Parking Lot for more than 48 hours, written notification must be given to the CPA dispatch at cpacontract@calgaryparking.com. Failure to properly notify the CPA may result in the ticketing and/or impounding of the Listed Vehicle at the Customer’s sole expense and risk.

18. Parkade Closures: The CPA reserves the right to close a Parking Lot, without notice, in the event of an emergency, civil disturbance, natural disaster, or other such event. No compensation to the Customer will be made for loss of use of the Parking Lot, unless such disruption exceeds 48 hours in duration.

The CPA also reserves the right to close a Parking Lot or a portion thereof, with prior notice, for special events. In such a case, the CPA will provide the Customer with an alternate place to park for the duration of the closure.

19. FOIP: By providing information, the Customer consents to CPA using the information to manage this Parking Contract. Personal information is collected and used by the CPA as may be authorized by law, for the purposes of its operating programs and activities and for law enforcement purposes under the authority of Sections 33 (b) and (c) of the *Alberta Freedom of Information and Protection of Privacy Act*, as amended or replaced from time to time (FOIP). It may be also used to survey citizens for the purpose of assessing CPA services over time. Any questions regarding the collection, use or disclosure of personal information should be directed to the CPA FOIP Coordinator at 403-537-7099 or by mail to the address set out in Section 24 of this Contract.

20. Contract Non-transferable: This Contract is non-transferable and must not be assigned or transferred by the Customer. Customer cannot re-sell or transfer their rights to park in a Parking Lot or Parking Stall(s) without express written consent from CPA.

21. Amendments: No changes, exceptions or amendments can be made to this Contract without the express written permission of CPA. The Calgary Parking Authority

can be reached at either cpacontract@calgaryparking.com or by mail to the address set out in Section 24 of this Contract.

22. Severability: If any provision of the Contract is found by a court having jurisdiction to be invalid, illegal or unenforceable, the other provisions of the Contract shall not be affected or impaired. The offending provision shall automatically be modified to the least extent necessary in order to be valid, legal and enforceable.

23. Governing Law: This Contract shall be governed by and interpreted according to the laws in force in the Province of Alberta and the federal laws of Canada applicable therein. The parties hereby attorn to the exclusive jurisdiction of the courts in the city of Calgary in respect of all matters arising out of or in connection with this Contract.

24. Notice:

(a) Notices to CPA must be given in writing and delivered by personal delivery mail, or email. The address for notice is 620 - 9th Avenue SW Calgary, AB Canada T2P 1L5. The email address for notice for CPA is: cpacontract@calgaryparking.com.

(b) Where the CPA is required to give written notice to the Customer, notice will be provided to the address or email address listed in the "Contact Information" section of this Contract. The Customer is responsible for notifying CPA of a change in its mailing address and email address listed in the "Contact Information" section of this Contract.

25. Notice to Customer: The CPA may provide notice to the Customer in any of the following ways: (a) mail or email to the address noted in the "Contact Information" section of this Contract, (b) posting notices or signs in the Parking Lot, (c) posting notices on the CPA website at www.calgaryparking.com, or (d) any combination of the preceding subsections (a)-(c).

26. General:

(a) The Calgary Parking Authority reserves the right to change the terms and conditions of this Contract without notice to the Customer.

(b) The Customer acknowledges having read and understood the Contract and agrees to and accepts all the terms and conditions.

(c) If the Customer is a corporation, the individual entering into this Contract with CPA represents and warrants authority to bind the corporation. The corporation acknowledges and agrees it is responsible for the individual parkers using the Parking Lots and Parking Stalls assigned to the corporate Customer by CPA, and that the corporation agrees to and accepts all the terms and conditions of this Contract.

Schedule A

DEFINITIONS

In this Contract:

“Accessible Parking Stall” means a Parking Stall that has been designated for use by a holder of an appropriate permit or placard for persons with disabilities, and that is issued or recognized by the Solicitor General of Alberta;

“Bicycle” means a vehicle composed of two or three wheels held in a frame, propelled by pedals and steered with handlebars attached to the front wheel, or any similar type contraption typically propelled by muscular power and, for certainty, includes electric bicycles;

“Bike Cage” means the location in a Parking Lot which is designated for the daily storage of Bicycles;

“Calgary Parking Authority” or **“CPA”** means The City of Calgary as represented by its committee of Council, the Calgary Parking Authority;

“Carpool Program” means a program for which a Parking Contract must be entered into and in which two or more people must be in the Motor Vehicle at the time the Motor Vehicle enters the Parking Lot and parks in a Parking Stall;

“Contract” means this Parking Contract and any documents referenced herein;

“Customer” means the individual or corporation referred to in the Contract Details section of this Contract;

“License Plate” means the license plate or plates listed in the License Plate Details section of this Contract;

“Listed Vehicle” means a Motor Vehicle or Motorcycle with a License Plate listed in the License Plate Details section of this Contract;

“Maximum Authorized” means the number of Listed Vehicles that may park in the Parking Lot at any one time, and which number is the same as or less than the “Number of Parking Stalls paid for” indicated in the CPA Parking Account section of this Contract;

“Motorcycle” means a motor vehicle mounted on 2 or 3 wheels that is propelled by any power other than muscular power, and that is licensed under the *Traffic Safety Act* (Alberta), as amended or replaced from time to time, and for the purposes of this Contract, includes mopeds and scooters;

“Motor Vehicle” means a vehicle propelled by any power other than muscular power, with the exception of Motorcycles;

“Parking Contract” means a contract entered into between the Calgary Parking Authority and a Customer for the use by the Customer of a Parking Stall in a particular Parking Lot;

“Parking Fees” means the parking fees set by CPA for a particular Parking Lot and, if a Reserved Stall is set out in the Contract Details section of this Contract, the Reserved Stall used by the Customer;

“Parking Lot” means a parking facility owned by The City of Calgary and operated by the CPA and designated in the CPA Parking Account section of this Contract;

“Parking Stall” means an area in the Parking Lot designated to accommodate one Listed Vehicle to park, subject to Section 10(a); and,

“Reserved Stall” means a particular Parking Stall designated in a Contract for sole use by a particular Customer.

Schedule B

PARKING PROCESS

Where an overhead indicator lighting system is in place and operating, the Customer will observe the color coding above each Parking Stall and park only in an authorized and available Parking Stall. The colors mean the following:

- (i) **Green** indicates an available Parking Stall.
- (ii) **Red** indicates that no parking is allowed, or that the Parking Stall is unavailable or occupied.
- (iii) **Blue** indicates an Accessible Parking Stall where only Motor Vehicles displaying the appropriate permits can park.

Reserved Stalls are exempt from this Parking Process as the Parking Stall is always unavailable except for the customer for whom the Parking Stall is reserved.