

Parking Application

Licensor: HRS Property Management Inc.

PARKING SPACE APPLIED FOR:

ONE PARKING LOT at

Building Address _____, City _____, Postal Code _____

Licensee: _____ Licensee's Unit #: _____ Room #: _____

Vehicle information

Make: _____ Model: _____

Color: _____ License Plate #: _____

**Vehicle size is limited to compact size SUV or smaller*

IN CONSIDERATION OF the Licensor leasing the above-named Parking Space to the above-named Licensee, the Licensee leasing the Parking Space from the Licensor and the mutual benefits and obligations set forth in this agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this agreement (the "Parties") agree as follows:

Only the vehicle(s) with the above license plate(s) will occupy the parking spot.

Term

☐ Fall Term (September – December), _____(year)

☐ Winter Term (January – April), _____(year)

☐ Spring Term (May - August), _____(year)

Payment

The Licensee shall pay to the Licensor a non-refundable \$ _____/term (4 months) **along with \$10 non-refundable parking pass fee**. The payment needs to be made in full and sent along with this application to reserve a spot.

**Parking is only reserved for the entire rental term(s). No refunds will be issued.*

Conditions

It is understood and agreed that the use of the Parking Space by the Licensee is subject to and qualified by the flowing provision:

1. The Parking Space is for the use of one (1) vehicle per space by the Licensee and accordingly the Licensee

will be issued with one (1) parking pass per Parking Space by the Licensor, which pass shall remain the property of the Licensor, as the case may be, if the Licensor exercises its right to revoke the Licensee's privileges to which that permit relates;

2. The Parking Space cannot be used for storage, mechanical work or oil changes. Any improper use of the Parking Space may result in revocation or cancellation of parking permits and possible administrative fees;
3. All parking passes are the property of the Licensor and may be revoked or cancelled by HRS Property Management at any time for abuse, misuse or misconduct to the lease or parking rules or regulations;
4. The Licensee is required to return the parking to the office, in its original condition, within 5 days of the end of the parking period. Failure to return parking pass will result in a \$50 fine;
5. Parking pass must be visible at all times, and must be hanging from rear view mirror. Failure to have a visible parking pass may result in the vehicle being ticketed or towed at the Licensee's expense;
6. Parking pass must be most up-to-date. Forging a parking pass may result in ticketing and/or towing of vehicle at the Licensee's expenses, administrative fees may apply;
7. The licensee shall not have no right to assign, sub-license or part with possession of its right to use any or all of the Parking Space;
8. The Licensee's use of the Parking Space shall be subject to all rules and regulations established from time to time by the Licensor, as the case may be, from time to time. If the Licensee fails to comply with the provision so this agreement, including without limitation, the rules and regulations, then the Licensor shall have the right to revoke or suspend the privilege of the Licensee to use the Parking Space, provided that exercise of such right by the Licensor shall not limit or affect the Licensee's obligation to make payment pursuant to this License;
9. The use by the Licensee of the Parking Spaces is subject to the exclusive control of the Licensor;
10. Parking will not be renewed without the Licensor's confirmation and is therefore not secured;
11. The Licensor cannot guarantee the availability of a parking spot at any given time due to the possibility of vehicles parking without a valid permit;
12. Indemnity and Hold Harmless

The Licensee shall indemnify, defend and hold harmless the Licensor, HRS Property Management Inc., the owner of the Property, the owner of the Parking Facilities, and each of their respective directors, officers, shareholders, employees, agents, representatives, contractors, property managers, affiliates, successors and assigns (collectively, the "Indemnified Parties"), from and against any and all claims, demands, actions, causes of action, complaints, proceedings, losses, liabilities, damages, judgments, penalties, fines, settlements, awards, costs and expenses whatsoever, including legal fees on a substantial indemnity basis and all related disbursements and taxes, arising directly or indirectly from, relating to, or connected with:

(a) the Licensee's use or occupancy of the Parking Facilities;

(b) the use of the Parking Facilities by the Licensee's family members, occupants, guests, invitees, agents, employees, contractors, visitors or any person associated with the Licensee;

- (c) any bodily injury, personal injury, illness, death, emotional distress or psychological injury occurring in or about the Parking Facilities;
 - (d) any claim arising under the Occupiers' Liability Act (Ontario) or any successor legislation;
 - (e) any slip, trip, fall or other accident occurring in or about the Parking Facilities, including those involving snow, ice, water, potholes, pavement defects, lighting conditions, weather conditions or maintenance activities;
 - (f) any motor vehicle collision, pedestrian accident, bicycle accident or other transportation-related incident occurring in or about the Parking Facilities;
 - (g) any loss of or damage to vehicles, vehicle contents or other personal property;
 - (h) any theft, attempted theft, vandalism, criminal activity or intentional misconduct occurring in or about the Parking Facilities;
 - (i) any act, omission, negligence or misconduct of the Licensee or any person for whom the Licensee is legally responsible;
 - (j) any breach of this Agreement by the Licensee;
 - (k) any complaint, application, proceeding or claim brought before a court, tribunal, administrative body, regulatory authority, human rights tribunal, government authority or similar body arising from or relating to the Licensee's use of the Parking Facilities; and
 - (l) any settlement, judgment, order, award, investigation, enforcement proceeding or legal proceeding arising from any of the foregoing matters.
13. The obligations contained in this section shall survive the expiration, termination or cancellation of this Agreement. The Licensee acknowledges that the Licensor may change or update the parking rates at any given time. The licensee acknowledges and agrees that the new parking rate may apply when the licensee renews the Parking Space;
14. The Licensee shall use the parking spaces at its sole risk, and the Licensor will not be liable for any loss, injury or damage caused to persons using the Parking Spaces or to vehicles or their contents or any other property, the responsibility for insuring against any such loss, injury or damage being at the Licensee who hereby waives on behalf of itself and its insurers any rights of subrogation against the Licensor;

14A. Use at Own Risk

The Licensee acknowledges and agrees that use of the Parking Space, parking lot, driveways, access roads, sidewalks and surrounding areas (collectively, the "Parking Facilities") is entirely at the Licensee's sole risk. The Licensee assumes all risks of personal injury, death, property damage, theft, loss or inconvenience arising from or related to the use of the Parking Facilities.

14B. Release of Liability

To the fullest extent permitted by law, the Licensee releases and forever discharges HRS Property Management Inc., the owner of the property, the owner of the parking lot, their respective directors, officers, employees, contractors, agents, representatives, affiliates, successors and assigns (collectively, the "Released Parties") from any and all claims, actions, causes of action, damages, losses, costs, expenses or liabilities

arising from or related to:

- (a) personal injury, illness or death occurring in or around the Parking Facilities;
- (b) slips, trips or falls caused by snow, ice, water, potholes, pavement defects, lighting conditions, weather conditions or any other condition of the Parking Facilities;
- (c) theft, attempted theft, vandalism, break-ins, smashed windows, stolen vehicles, stolen vehicle contents or other criminal acts;
- (d) damage caused by other tenants, occupants, guests, invitees, contractors, trespassers or third parties;
- (e) collisions involving vehicles, bicycles, pedestrians or other persons within the Parking Facilities;
- (f) vehicles being blocked, trapped, inaccessible or otherwise unable to leave the Parking Facilities;
- (g) towing, ticketing, relocation, immobilization or removal of vehicles;
- (h) acts or omissions of towing companies, snow removal contractors, maintenance contractors, security providers or other third-party service providers;
- (i) falling trees, branches, snow, ice, debris or other objects;
- (j) fire, flooding, storms, wind, hail, natural disasters or other events beyond the Licensor's control; and
- (k) loss of use of a vehicle, loss of income, loss of business opportunity, loss of enjoyment, inconvenience or any indirect, consequential, special or incidental damages.

14C. No Security Obligation

The Licensee acknowledges that the Parking Facilities are not supervised or secured. The Licensor does not provide security services, surveillance, monitoring or protection of vehicles or persons and makes no representation that the Parking Facilities are safe from theft, vandalism, criminal activity or damage.

14D. No Bailment

The parties acknowledge that this Agreement grants only a licence to use a parking space and does not create a bailment. The Licensor does not take possession, custody or control of any vehicle or its contents and assumes no duty to safeguard or protect any vehicle or property.

14E. Indemnification

The Licensee shall indemnify, defend and hold harmless the Released Parties from and against any and all claims, demands, actions, losses, liabilities, damages, judgments, penalties, fines, costs and expenses, including legal fees on a substantial indemnity basis, arising directly or indirectly from:

- (a) the Licensee's use of the Parking Facilities;
- (b) the conduct of the Licensee, occupants of the Licensee's unit, guests, invitees or persons using the Licensee's vehicle;
- (c) damage to property or injury to persons caused by the Licensee or the Licensee's vehicle; or
- (d) any breach of this Agreement by the Licensee.

14F. Waiver of Claims by Insurers

The Licensee shall maintain automobile insurance as required by law and shall cause its insurers to waive any rights of subrogation against the Released Parties to the fullest extent permitted by law.

15. The Licensee acknowledges and agrees that illegally parked vehicles are subject to ticketing and/or towing at the Licensee's expense, including an administrating fee of \$100.00;
16. If any of the above vehicle information changes, Licensee must complete a new parking agreement. Failure to do so may result in ticketing and/or towing of vehicle at the Licensee's expenses;
17. The Licensee acknowledges that parking spots are not assigned. Parking passes are only valid for the lot that they are issued to. Licensee also acknowledges that at no time will they parking in a disabled person's parking spot, a fire route, on the lawn, in front of garbage bins, or any other spot the Licensor deems unacceptable. The Licensee acknowledges that any ticket and/or tow charge resulting in inappropriate parking will be the licensee's responsibility;
18. The Licensee understands that if they are in default of rent payment, their parking payment will be used for outstanding rent and Licensee will lose their parking spot and privileges immediately, and vehicle may be ticked and/or towed at Licensee's expense;
19. Agency of Property Manager

The Licensee acknowledges and agrees that HRS Property Management Inc. acts solely as the property manager and authorized agent of the owner of the Property and Parking Facilities. The Licensee further acknowledges that HRS Property Management Inc. is not the owner of the Property or Parking Facilities and enters into this Agreement solely in its capacity as agent. To the fullest extent permitted by law, neither HRS Property Management Inc. nor its directors, officers, employees, agents, contractors, representatives, affiliates, successors or assigns shall incur any personal liability whatsoever arising from or relating to this Agreement, the Parking Facilities, or the Licensee's use thereof. All releases, waivers, limitations of liability and indemnities contained in this Agreement shall benefit and be enforceable by both HRS Property Management Inc. and the owner of the Property, jointly and severally.

20. Relocation and Temporary Closure

The Licensor reserves the unrestricted right, at any time and without prior notice, to relocate the Licensee to another parking space, temporarily suspend access to any parking space, or temporarily close all or part of the Parking Facilities for maintenance, repairs, construction, snow removal, resurfacing, emergency access, safety concerns, operational requirements, special events, municipal requirements or any other reason deemed necessary by the Licensor.

The Licensee shall not be entitled to any compensation, rent abatement, reimbursement, damages, refund or reduction in parking fees arising from any relocation, suspension or temporary closure of the Parking Facilities.

21. No Guarantee of Parking Availability

This Agreement grants only a revocable licence to use the Parking Facilities and does not guarantee the continuous availability of any parking space. The Licensor does not guarantee that a parking space will be available at any particular time, date or occasion.

The Licensee acknowledges that parking availability may be affected by unauthorized vehicles, maintenance activities, snow accumulation, emergency situations, construction activities, municipal requirements, enforcement activities or circumstances beyond the Licensor's control.

The Licensor shall not be liable for any damages, inconvenience, costs, expenses or losses arising from the unavailability of parking.

22. Insurance Requirement

As a condition of parking, the Licensee shall maintain throughout the term of this Agreement valid automobile insurance meeting or exceeding all minimum requirements prescribed by applicable law, including third-party liability coverage.

The Licensee shall be solely responsible for obtaining and maintaining collision, comprehensive, theft, vandalism and property damage coverage for the Licensee's vehicle and its contents.

The Licensor shall have no obligation to insure the Licensee's vehicle, personal property or any occupant thereof.

23. Third-Party Acts and Criminal Conduct

The Licensor shall not be liable for any loss, injury, death, damage, theft, vandalism, criminal activity or other harm caused by or arising from the acts or omissions of any tenant, occupant, guest, invitee, contractor, employee, delivery person, service provider, trespasser, criminal, vehicle owner, pedestrian or any other third party.

Without limiting the generality of the foregoing, the Licensor shall not be liable for theft of vehicles, theft of vehicle contents, vandalism, broken windows, keying, scratching, dents, malicious damage, assault, battery, harassment, criminal activity or any other intentional or negligent acts of third parties.

24. Force Majeure

The Licensor shall not be liable for any delay, interruption, suspension, reduction of services, closure of parking facilities or failure to perform any obligation under this Agreement where such delay, interruption, suspension or failure results from circumstances beyond the Licensor's reasonable control, including but not limited to severe weather, snowstorms, ice storms, flooding, fire, acts of God, utility failures, labour disputes, governmental action, civil disturbances, pandemics, public health emergencies, equipment failures, contractor delays or emergencies.

25. Enforcement Discretion

The Licensee acknowledges that the Licensor has no obligation to monitor, patrol, supervise, secure or enforce parking regulations against third parties.

Any parking enforcement, ticketing, towing, monitoring or security measures undertaken by the Licensor shall be provided solely at the Licensor's discretion and shall not create any duty of care or obligation toward the Licensee.

The Licensor shall not be liable for any loss, damage or injury arising from any failure to detect, prevent or remedy violations of parking regulations or misconduct by third parties.

26. Legal Costs

The Licensee shall indemnify and reimburse the Licensor for all costs, expenses and legal fees incurred by the Licensor in enforcing this Agreement, defending any claim arising from the Licensee's use of the Parking Facilities, collecting amounts owing under this Agreement, responding to governmental investigations or proceedings, or otherwise protecting its rights and interests under this Agreement.

Such legal fees shall be recoverable on a substantial indemnity basis together with all applicable taxes and disbursements.

27. Immediate Towing and Removal

The Licensor may, without notice, ticket, tow, relocate, immobilize or otherwise remove any vehicle that is parked in violation of this Agreement, parked without authorization, parked in a prohibited area, parked in a fire route, parked in an accessible parking space without authorization, abandoned, inoperable, unsafe, obstructing traffic or otherwise deemed unacceptable by the Licensor.

The Licensee shall be solely responsible for all towing charges, storage charges, administrative fees, contractor fees and related costs.

The Licensor shall not be liable for any damage, loss, delay, inconvenience or expense arising from the towing, relocation, immobilization or removal of any vehicle.

28. Severability

If any provision of this Agreement is determined by a court or tribunal of competent jurisdiction to be invalid, illegal, unenforceable or void, such provision shall be severed from this Agreement and the remainder of this Agreement shall remain in full force and effect.

29. Governing Law and Jurisdiction

This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

The parties irrevocably attorn to the exclusive jurisdiction of the courts of Ontario for all matters arising from or relating to this Agreement, the Parking Facilities or the Licensee's use thereof.

30. Unauthorized, Unlicensed, Improperly Parked and Abandoned Vehicles

The Licensor may, without notice to the Licensee or vehicle owner, ticket, tow, relocate, immobilize, store or otherwise remove any vehicle that:

- (a) does not display a valid and current parking permit;
- (b) is parked without authorization;
- (c) is parked in the wrong parking lot or parking area;
- (d) is parked in a fire route, accessible parking space, loading zone, roadway, driveway, landscaped area or any prohibited area;

(e) is obstructing traffic, snow removal operations, maintenance activities, garbage collection, emergency access or the use of any parking space;

(f) is abandoned, inoperable, unsafe, unlicensed, improperly plated, uninsured or appears to have been left unattended beyond the authorized parking period;

(g) remains on the Property after the expiry, termination or cancellation of this Agreement; or

(h) is otherwise deemed by the Licensor, acting reasonably, to be improperly parked or unauthorized.

The Licensee acknowledges and agrees that the Licensor shall have no obligation whatsoever to provide prior notice before ticketing, towing, relocating, immobilizing, storing or removing any vehicle pursuant to this section.

All towing charges, storage charges, impound fees, contractor fees, administrative fees, legal fees and other related costs shall be the sole responsibility of the vehicle owner and/or Licensee and shall be immediately due and payable upon demand.

The Licensor shall not be liable for any loss, damage, theft, vandalism, deterioration, delay, inconvenience, loss of use, loss of income, loss of business opportunity, personal injury, property damage or any other damages whatsoever arising from or related to the ticketing, towing, relocation, immobilization, storage or removal of any vehicle, whether performed by the Licensor or by a third-party contractor.

The Licensee releases and forever discharges the Licensor and all Indemnified Parties from any and all claims arising from or relating to the towing, relocation, immobilization, storage or removal of any vehicle pursuant to this Agreement.

The Licensee acknowledges that vehicles remaining on the Property after the termination or expiration of this Agreement may be treated as abandoned vehicles and may be removed at the sole discretion of the Licensor without further notice.

31. No Duty to Investigate Ownership or Authorization

The Licensee acknowledges and agrees that the Licensor may rely upon parking permits, licence plate information, vehicle registration information, tenancy records, rental records, visual inspections, electronic records, information provided by tenants, occupants or third parties, and any other information reasonably available to the Licensor when determining whether a vehicle is authorized to park, is improperly parked, is abandoned, or is otherwise subject to enforcement action under this Agreement.

The Licensor shall have no obligation or duty whatsoever to investigate, verify or confirm the ownership of any vehicle, the identity of any driver, the authority of any person to use a vehicle, the validity of any parking authorization, or the entitlement of any person to occupy a parking space before issuing a warning, ticket, notice of violation, towing authorization, relocation authorization, immobilization order or other enforcement action.

The Licensor may act upon information reasonably believed to be accurate at the time the enforcement decision is made and may rely upon such information without conducting any further investigation.

The Licensee acknowledges and agrees that parking enforcement decisions often require immediate action and that the Licensor shall not be liable for any loss, damage, cost, expense, inconvenience, delay, loss of use, towing charge, storage charge, property damage, personal injury or any other claim arising from or related to any

enforcement action taken by the Licensor in good faith, including any action based upon inaccurate, incomplete, outdated or misleading information.

The Licensee hereby releases, waives and forever discharges the Licensor, HRS Property Management Inc., the property owner and all Indemnified Parties from any and all claims arising from or relating to the Licensor's good-faith determination regarding vehicle ownership, authorization, parking rights, permit validity, abandonment, parking violations or enforcement actions.

For greater certainty, a good-faith error in determining vehicle ownership, authorization, permit status or parking entitlement shall not give rise to any liability on the part of the Licensor or any Indemnified Party.

Successors: This parking Agreement shall ensure to the benefit of the Licensor's successors and assigns.

By signing this agreement, the Licensee acknowledges that a parking application or payment does not guarantee a parking spot. Only the issuing of a parking pass confirms a parking spot.

By signing this agreement, the Licensee acknowledges that parking is set on first-come-first-serve bases and should be the responsibility of the Licensee to reserve the parking spot. Parking is **NOT** automatically renewed after the first purchase. Set-up fee is required if the Licensee purchase one semester parking, then later make purchase of another semester parking (i.e., renewal of parking pass)

(Signature of the Licensee)

(Date, yyyy/mm/dd)