

Parking Contract for the use of a parking stall at the Alastair Ross Technology Centre, located at 3553 31 Street NW, Calgary, Alberta, T2L 2K7 (“ARTC”, “Parking Lot”) between;

CALGARY TECHNOLOGIES INC. (“CTI”)

-AND-

Name (print): _____ (“Customer”)

License Plate: _____ (“Listed Vehicle”) Make/Model/Year: _____

Company Name: _____ (“Company”) Is this Company paid? _____

1. Parking Fees

A monthly parking fee will be charged to the Customer, or Company if they assume that obligation in section 23, in exchange for the use of a parking stall in the Parking Lot as per the commencement date noted herein.

2. Payment Method

Parking Fees will automatically be collected via pre-authorized debit from the bank account you provided on the CTI PAD Agreement form, on the first (or next business day) of each month. Invalid or returned payments are subject to an administrative fee of \$25.00, which is subject to change by CTI without notice. **Whether the parking is individually or company paid; CTI requires a CTI PAD Agreement to be completed on file.**

3. Permitted Access and Use

The Customer may park a Listed Vehicle in the Parking Lot while an employee of a Company that is a Client within the ARTC. The Customer is responsible for updating the licence plate listed in this Contract. Failure to do so 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. Initial here: _____

The ARTC dash tag must be visibly displayed in plain and unobstructed view. If the Customer fails to display a valid dash tag while parked in at ARTC, the Customer’s Listed Vehicle may be ticketed and/or impounded at the Customer’s sole risk and expense. In the event that the dash tag is lost or misplaced, the Customer is required to purchase a new dash tag to display in their vehicle at the then current rate. Initial here: _____

Should you forget your tag, you need to register as a guest for that day only; should a pattern develop you will be required to replace the tag.

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 one Listed Vehicle in the Parking Lot at any given time; or,
- ii. The Customer has failed to maintain the parking tag visible for ongoing lot monitoring (whether by accident, theft or forgetfulness). Initial here: _____

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, and event parking restrictions.

4. Availability of Stalls

Parking is provided on a first come first serve basis in scattered locations. If a Customer is not able to find any parking on any given day, no pro-rated refunds or revised parking rates will be applied to the Customer’s account, however, a complaint should be logged with ARTCFacilities@innovatecalgary.com for tracking. Initial here: _____

5. Reserved Parking

On occasion, under special circumstances, CTI will assign reserved stalls to organizations. Such circumstances may include, but not be limited to, companies transporting dangerous goods and/or companies who require dedicated loading dock accesses. CTI reserves the right to reserve parking howsoever it may choose and reserves the right to limit, inasmuch as possible, any reserved parking in the Parking Lot.

6. Parking Lot Monitoring

The Parking Lot is monitored regularly by a third party service provider. **If a Listed Vehicle is ticketed and/or impounded CTI has no authority to reverse such actions.** Dispute resolution must be pursued through the Third Party review process or as per municipal requirements. Initial here: _____

7. Items Left in Any Vehicles

CTI is not responsible for the theft and/or damage of any items and/or property left in Customer vehicles. All Customer use of the Parking Lot is at the Customer's own risk. Initial here: _____

8. Leaves of Absence and/or Vacation

Parking rates will not be pro-rated for vacations or extended leaves. For those Customers taking vacation or extended leave, it is advised to cancel the parking Contract, as per Section 14, and reinstate upon return to work. If a Stall is available, a new contract will be initiated at the then current rental rate.

9. Parking for People with Disabilities

A Customer shall not park in a disabled Parking Stall unless a valid and appropriate permit or placard is displayed at the front of the Vehicle or on its licence plate. Any vehicle found parking in a disabled Parking Stall without a valid and appropriate permit or placard displayed may be impounded at the Customer's sole risk and expense.

10. Motorcycle Parking

A Customer with a Listed Vehicle that is a motorcycle shall park in motorcycle designated parking area at the West entrance of the ARTC. In the event that the designated motorcycle parking areas are occupied, the Customer is permitted to park in a Parking Stall. When parking a motorcycle in a Parking Stall, the Customer shall park the motorcycle in such a manner as to permit, at a minimum, a second motorcycle to utilize the Parking Stall. Motorcycles parked in a Parking Stall in a manner considered by CTI so as not to allow a second motorcycle to park, may be impounded at the Customer's sole risk and expense.

11. Property Damage and Indemnity

In the case of damage to the Parking Lot or to property of others, the Customer must immediately report the incident and any damages to the main floor Reception desk of the ARTC at Suite 100, 3553 31 Street NW/403-284-6400, and/or call the Police as needed.

The Customer is responsible for any damage, loss, injury or death caused by the Customer, or its affiliates, to the Parking Lot, the property of others, other drivers or other users of the Parking Lot, including theft and/or damage to property left in the vehicle.

The Customer shall indemnify, defend, and save harmless CTI and its employees, officials, 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, occasioned or contributed to in whole or in part, by reason of wrongful act, error, omission or fault whether active or passive of the Customer.

12. Limitation of Liability

Any vehicle parked or operated in the Parking Lot shall be parked or operated solely at the risk of the Customer.

CTI, its employees, agents, officials, officers, agents, or contractors, shall not be liable for any damage, loss, injury or death caused to or by any Listed Vehicle, the Customer, other occupant thereof or any person unless such damage has resulted from the gross negligence of CTI its employees, agents, officials, officers, agents, or contractors.

CTI, its employees, agents, officials, officers, and contractors shall not be liable in any way whatsoever in the event that any damage, loss, or inconvenience is caused to or by reason of any Listed Vehicle being ticketed, removed, towed or impounded.

13. Termination

Any of the following actions by the Customer constitute a violation of the terms and conditions of this Contract, whether one or more exists:

- i. defaulting on payment;
- ii. failure to update the Licence Plates listed in the Licence Plate Details section of this Contract through use of CTI's remotely accessed, secure database; and
- iii. parking of more than one Listed Vehicle in Parking Stalls at any given time.

In the event the Customer commits a violation of the terms and conditions of this Contract CTI may immediately and without notice:

- i. terminate the Customer's Contract and ban the Customer from parking indefinitely;
- ii. remove the Listed Vehicle from the Parking Lot and impound the Listed Vehicle at the Customer's sole risk and expense. Recovery costs associated with the return of the Listed Vehicle will be the sole responsibility of the Customer; or
- iii. both (i) and (ii) above.

In the event the Customer commits a violation of the terms and conditions of this Contract CTI may terminate the Customer's Contract with thirty (30) days written notice:

- i. terminate the Customer's Contract and ban the Customer from holding another Parking Contract with CTI for a period of not less than two (2) years;
- ii. remove the Listed Vehicle from the Parking Lot and impound the Listed Vehicle at the Customer's sole risk and expense. Recovery costs associated with the return of the Listed Vehicle will be the sole responsibility of the Customer; or
- iii. both (i) and (ii) above.

CTI reserves the right to terminate this Contract with thirty (30) days advance written notice to the Customer for any reason.

In the event parking has been negotiated into a Lease Agreement, where there is a conflict, the terms and conditions as agreed to in the Lease Agreement shall prevail.

14. Customer Termination

To terminate this Contract, the Customer must provide CTI with a minimum of one full calendar month written notice. Failure to provide one full calendar month written notice will result in an additional month of Parking Fees being charged to the Customer. Initial here: _____

15. Long Term Parking

Should the Customer wish to park a Listed Vehicle parked in the Parking Lot for more than 24 hours, they may do so at their own risk. All parking tags must be clearly visible to avoid unauthorized parking fines as per Section 3 of this contract.

16. Parking Lot Closures

CTI reserves the right to close the Parking Lot, without notice, in the event of an emergency, civil disturbance, natural disaster, maintenance, repairs, industry events 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.

17. Contract Non-transferable

This Contract is non-transferable and must not be assigned or transferred by the Customer.

18. Notice to CTI

Notices to CTI must be given in writing and delivered by personal delivery, mail, or email. The email address for notice for CTI is: ARTCFacilities@InnovateCalgary.com.

19. Notice to Customer

CTI may provide notice to the Customer by mail and/or email to the addresses noted in Section 21 of this Contract. The Customer is responsible for notifying CTI of a change in its mailing address and email address listed in the Contract. Customer’s contact information is not shared or sold to third parties for any purpose.

20. Code of Conduct

Any act of misconduct by the Customer, including but not limited to, an illegal act, assault, harassment, theft or misappropriation, moral turpitude, insubordination, or any act injuring, abusing, or endangering others shall be subject to immediate termination of this agreement without penalty to CTI or compensation to the Client. Initial here: _____

21. General

CTI reserves the right to change the terms and conditions of this Contract without notice to the Customer noting the Terms and Conditions of such contract are non-negotiable. No parking contract shall be amended to specific Customer(s).

No consent or waiver, express or implied, by CTI to any breach or default by Customer in the performance by Customer of its obligations hereunder shall be deemed or construed to be a consent or waiver to any other breach or default in the performance of obligations hereunder by Customer. Failure on the part of CTI to complain of any act or failure to act Customer or to declare Customer in default, notwithstanding how long such failure continues, shall not constitute a waiver by CTI of its rights hereunder.

The Customer acknowledges that he or she has read and understands the Contract and agrees to and accepts all the terms and conditions.

If the Customer is a corporation, the individual entering into this Contract with CTI represents and warrants that he or she is authorized 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 Corporation by CTI, and that the corporation agrees to and accepts all the terms and conditions of this Contract.

22. Contract

This Parking Contract is not amendable; the Customer and/or Company are not permitted to make any changes to the Terms and Conditions in their acceptance.

23. Customer Acceptance

Customer Signature of Acceptance: _____ **Date:** _____

Print Name: _____

Email: _____ **Phone#:** _____

24. Company Authorization (for company paid spots only)

Company confirms that Customer is an employee of Company, and Company is assuming Customer’s obligation to pay for parking set out in Section 1.

Company Signing Authority: _____ **Date:** _____

Print Name: _____

Email: _____ **Phone#:** _____