



100 – 226 Osborne Street North  
Winnipeg, MB.  
R3C 1V4  
Phone 204 953-6800  
Fax 204 953-6818  
www.inlett.com

## Parking Agreement

### APPLICABLE TO ALL INLETT PARKING LOTS

To include 226 and 236 Osborne St. N., 215 Good St.(Colony St), 287 Broadway

EFFECTIVE: January 1, 2012

### **PARKING RULES and REGULATIONS**

226, 236 Osborne St. N., Good St. (Colony St) and 287 Broadway parking lots are properties containing building, parking lot, fencing and services (hereinafter known individually and collectively as the "Site") and whereas permitted use on the Site maybe allowed by INLETT MGMT. (hereinafter known as the "Licensor" or "Lessor").

A parking stall (hereinafter known as "Stall") is granted to a person or persons (hereinafter known as the "Licensee" or "Lessee") for parking a passenger vehicle, on a month-to-month basis or otherwise, subject to removal upon termination or otherwise, based on applicable fees and rent paid and rules adhered to. The Licensee is allowed to use the parking facilities of the Site and has no claim to property or chattels thereon.

The Licensee hereby understands and agrees to adhere to the following rules and regulations:

#### General and Site

1. All monthly parking fee and/or rent payments, including, if applicable, other fees and assessments and applicable taxes, shall be made in advance or by the designated payment due date. Non-payment or late payment will void the Licensee's use of the Site and Stall and cause demanded removal of the vehicle.
2. Any violation of the rules contained herein or misuse of the Site will void the Licensee's use of the Site and cause demanded removal of the vehicle.
3. The Licensee is responsible for and must ensure all rules are adhered to. The Licensee will be deemed to have read and understood all terms and conditions contained herein.
4. Licensee is required to register vehicle information such as license number, make, model and year with the Licensor.
5. One vehicle is allowed per Stall issued.
6. Licensee must clearly display to be visible from outside the vehicle windshield, the "INLETT" parking pass at all times while on Site.
7. Parking pass must be returned to Licensor upon discontinuation of parking rights for any reason.
8. Licensee is required to inform the Licensor of changes to address and phone numbers for contact and other information such as email address if applicable.
9. Fee and/or rent payments are to be made by cheque payable to Inlett Properties on terms specified on invoice or on parker detail record or if not otherwise specified such terms shall require payment on the 1<sup>st</sup> of each month for that month and mailed to the office address noted herein and other fees due from time to time are payable in cash, debit or cheque as notified. Post-dated cheques accepted. Payment by Visa or Master Card accepted after submission and approval of credit card authorization form.
10. Rules herein are subject to change at anytime providing reasonable notice. The rules are effective on-going.
11. Licensee will not sub-lease or rent Stall and will not display on the Site signage advertising such.
12. Any vehicle demanded for removal and not removed by the Licensee within the time period required maybe removed by the Licensor with all applicable costs to be paid by or recovered from the Licensee.
13. All vehicles must be parked in the assigned or designated parking Stall. No vehicles are allowed at the entrance and exit areas, roadways, alleys in front of areas marked as "No Parking" or with similar signage. Do not park in stall(s) marked "Reserved" or "Visitor" or other such designation which is to the account of others.
14. It is the responsibility of licensees to dispose of their own waste and refuse material off site.
15. Licensee shall not bring environmentally hazardous material or product onto the Site and shall be fully responsible for all costs associated with clean up of such material.
16. Licensee will be fully responsible for any and all damage to the Site and/or other Licensees vehicles while on the Site where damage is caused by the Licensee.
17. All costs, fees and any charges related to vehicle removed from Site, for any reason, shall be the responsibility of Licensee.
18. A Stall that has been authorized and confirmed by the Licensor to the Licensee for use shall require full payment for each month as per terms otherwise the Stall and/or Site use will be void.
19. A Stall maybe cancelled by the Licensee anytime prior to month following with full refund of the parking fee or rent if such has been paid in advance for that month less any applicable administration charge. Cancellation of the Stall during a month requires full payment for that month and provides notice that the following month the Stall will be void. If cancellation is not received and Stall has not been terminated for any reason by Licensor then Stall is authorized and confirmed to Licensee for next month as automatic renewal of use.
20. Fee of **\$20.00** will be charged for replacement of lost "INLETT" Parking Pass.
21. Applicable taxes extra.

#### Insurance

1. The Licensee shall insure and keep insured, at it's sole cost and expense, throughout the term of this agreement, and in the name of the Licensor as required and as their respective interests may appear, a sufficient amount of insurance, which policy must include coverage for comprehensive general liability including, but not limited to, personal injury liability, fire, standard extended coverage and other coverage for other possible damage or loss on it's vehicle and it's own contents. The Licensee, upon request from Licensor or the Licensor's representative, shall provide evidence of its insurance coverage to the Licensor. There shall be no recourse against the Licensor for any reason whatsoever and the Licensee will indemnify and save the Licensor harmless from and against any and all loss, claims, actions, damages, liability and expenses in connection with loss of life, personal injury, damage to vehicle, property, chattels or any other loss or injury whatsoever arising from or out of this agreement, or any occurrence in, upon or at the Site. It is agreed that the Licensor is not responsible in anyway for any damage or loss to the Licensees vehicle or contents.

#### Services

1. Interruption of hydro services may occur at anytime and the Licensor shall not be held responsible. Services shall be restored in a reasonable manner once notification received.
2. Other services, including snow clearing and general maintenance, shall be performed in a reasonable manner at the sole discretion of the Licensor.

#### Contacts

Office Address: 100-226 Osborne Street North, Winnipeg, MB, R3C 1V4 – Please visit our Web Site at [www.inlett.com](http://www.inlett.com)

Web Page for Information	<a href="http://www.inlett.com/properties/location/parking.html">www.inlett.com/properties/location/parking.html</a>
Office	204-953-6800
Fax	204-953-6818
Email	<a href="mailto:parking@inlett.com">parking@inlett.com</a>