

**PARKING APPLICATION**

Purchasing parking indicates your agreement to abide by the Parking Terms & Conditions. Detailed explanations of these Terms & Conditions are attached for your records.

**METHOD OF PAYMENT**

Corporate

Company Name

Address

Telephone Number

City, Province

Postal Code

Individual\*

Name

Address

Telephone

City, Province

Postal Code

\*All individual parking requests are required to pay by Pre-Authorized Debits (PAD) and must complete pages 3-4 of this application. A **VOID** cheque must also accompany the completed application along with cheque dated for the first month's parking.

**PARKING SPECIFICS**

All parking is assigned in accordance with the lease and upon availability. Parking commences the first day of the following month after receipt of parking application. Parking over and above lease allotment along with individual parking is recallable upon **30 Calendar Day's Written Notification of Cancellation.**

Please indicate the type of parking applying for:

- New                     
  Additional                     
  Modification                     
  Cancellation  
 Random                     
  Reserved -Stall Number

**OFFICE USE ONLY**

Start Date:		Cancellation Date:	
Tenant No.		Lease No.	
Monthly Rate:	<input type="checkbox"/> Reserved	\$ (plus applicable taxes)	<input type="checkbox"/> Random \$ (plus applicable taxes)
Building Name:			Building No:
JDE Bank #:			

**RETURN THE ENTIRE APPLICATION AND PRE-AUTHORIZED PAYMENT FORM**

Please accept my application for parking. I have read and I agree with the parking terms and conditions attached, including the 30 Calendar Day's Written Notification of Cancellation.

x

Signature of Applicant

Date

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**MONTHLY PARKING AGREEMENT – TERMS AND CONDITIONS**

1. Parking charges are due in advance on the first day of each month for that month.
2. Parking rates are subject to change by QUADREAL PROPERTY GROUP LIMITED PARTNERSHIP upon one (1) month written notice.
3. Any outstanding amounts are subject to penalty charges to be determined by QUADREAL PROPERTY GROUP LIMITED PARTNERSHIP.
4. There is a three (3) month period during which you may not terminate the Monthly Parking Agreement. At the end of the three (3) month period you may terminate the Monthly Parking Agreement by providing one (1) month WRITTEN notice. Notice must be received on the first day of the month. Notice received any time after the first of the month shall be deemed received the first day of the following month.
5. QUADREAL PROPERTY GROUP LIMITED PARTNERSHIP may terminate the Monthly Parking Agreement upon thirty (30) calendar day's notice. Upon any breach of the terms and conditions of the Monthly Parking Agreement by the tenant, QUADREAL PROPERTY GROUP LIMITED PARTNERSHIP may, without notice, suspend parking privileges, terminate the Monthly Parking Agreement, and/or tow the vehicle at the owner's expense. If parking privileges are suspended, QUADREAL PROPERTY GROUP LIMITED PARTNERSHIP may charge a reactivation fee. In the event of misuse of a permit, QUADREAL PROPERTY GROUP LIMITED PARTNERSHIP also reserves the right to change the regular daily rate (in addition to the monthly charges).
6. Parking is allotted as per the Lease Agreement, and where available additional random month to month parking may be available for tenants and others. In either case, the Parking Application must be completed.
7. All parking that is not allocated by the Lease Agreement is recallable upon thirty (30) calendar day's WRITTEN notice.
8. Please submit your Pre-Authorized Payment Form (and a void cheque) to the address listed below, along with 1" month's payment. Cheques payable to:
 

bclMC Realty Investment Limited  
 c/o QuadReal Property Group Limited Partnership  
 Suite 800 – 666 Burrard Street  
 Vancouver, BC, V6C 2X8
9. A \$60 service charge will apply for all payments returned because of Non-Sufficient Funds (NSF).
10. No waiver of payment will apply to any unused portion of monthly parking privileges.
11. At all times, valid decals/transponders must be visibly displayed with the "bar code" (if applicable) facing the windshield (except if no decal/transponder has been issued). Failure to do so will be considered a breach of the Monthly Parking Agreement and in addition to any other remedies available to QUADREAL PROPERTY GROUP LIMITED PARTNERSHIP, may result in a violation notice being issued and your vehicle being tow ed. Any other misuse of decal will also be considered a breach.
12. Decals/Transponders are only valid for the parking facility for which they are designated. Further, if the same permit number is found on more than one vehicle at a time, or if a decal is used to admit more than one vehicle at a time into the parking facility, that permit will automatically be deemed invalid, and QUADREAL PROPERTY GROUP LIMITED PARTNERSHIP may issue a violation notice and tow one or more of the vehicles in addition to any other remedies available to QUADREAL PROPERTY GROUP LIMITED PARTNERSHIP.
13. Decals/Transponders remain the property of QUADREAL PROPERTY GROUP LIMITED PARTNERSHIP. Damaged decals/transponders will be replaced free of charge if returned to QUADREAL PROPERTY GROUP LIMITED PARTNERSHIP. Lost or stolen decals will be replaced upon payment of a new deposit at the then current rate and the existing deposit will be forfeited (if applicable).
14. Parking charges are for the licensed use of the parking space only and QUADREAL PROPERTY GROUP LIMITED PARTNERSHIP is not responsible for any injury, loss, or damage to you, or your vehicle or its contents.
15. The parking of unlicensed or uninsured vehicles, the general storage of vehicles, and the repair or maintenance of vehicles is prohibited. Further, the parking of vehicles that (in opinion of QUADREAL PROPERTY GROUP LIMITED PARTNERSHIP) pose any kind of hazard or have hazardous contents is also prohibited.
16. QUADREAL PROPERTY GROUP LIMITED PARTNERSHIP reserves the right at any time and from time to time to refuse parking at your normal location. QUADREAL PROPERTY GROUP LIMITED PARTNERSHIP will use reasonable efforts to relocate you to another QUADREAL PROPERTY GROUP LIMITED PARTNERSHIP location for the period your normal location is unavailable.
17. You may not assign or transfer the Monthly Parking Agreement, unless agreed to by QUADREAL PROPERTY GROUP LIMITED PARTNERSHIP. Further, changes in the name of the account holder are strictly prohibited (unless a documented legal name change).
18. Any additional terms and conditions (except those relating to parking rates) displayed on the signage at the parking facility must be observed. Further, vehicles must not be parked in such a way as to block traffic lanes or violate any laws or regulations. Vehicles parked for the principal purpose of promotional activities or advertising are prohibited.
19. An access card or transponder must be used to both enter and exit the parkade. Tenants who are monthly parkers will use their building access cards. If required, a separate parking access card will be provided.
20. The access card (if separate card has been issued) must be returned to QUADREAL PROPERTY GROUP LIMITED PARTNERSHIP at the end of the parking term. A charge of \$84.75 plus all applicable taxes will apply for any replacement access cards or cards, decals/transponders lost or damaged or not returned at the end of the parking term.
21. Attendant operated lots will be supervised during normal working hours.
22. Patrons shall comply with all regulations and directional signs as posted. Contravention of any regulation will result in cancellation of parking privileges.
23. These rates, terms, and conditions are subject to change by QUADREAL PROPERTY GROUP LIMITED PARTNERSHIP without notice.

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**Payor Authorization for Pre-Authorized Debits (PAD)**

To: \_\_\_\_\_ (the "Payee") to Direct Debit an Account

c/o QuadReal Property Group Limited Partnership (the "Manager")  
 Suite 800  
 666 Burrard Street  
 Vancouver BC V6C 2X8  
 Tel: (604) 975-9500

1. Payor's Financial Institution (the "Processing Institution"):

I/We have attached a specimen cheque marked VOID to this Payor authorization (the Authorization).

_____	_____	
Name of Bank	Bank Address	
_____	_____	
City, Province	Postal Code	
_____	_____	_____
Bank Account No.	Branch No. (5 digits)	Institution No. (3 digits)

2. I/We will inform the Payee, in writing, of any change in the information provided in this section of the Authorization at least 30 days prior to the next due date of the PAD.

3. Purpose of Debits:             Personal/Household PAD     Business PAD

4. I/We acknowledge that the Authorization is provided for the benefit of the Payee and the Processing Institution and is provided in consideration of the Processing Institution agreeing to process debits against my/our account, as listed above, (the "Account") in accordance with the Rules of the Canadian Payments Association.

5. I/We warrant and guarantee that all persons whose signatures are required to authorize withdrawals from the Account have signed the Authorization below.

6. I/We hereby authorize the Payee to issue Pre-Authorized Debits (as defined in Rule H4 of the Rules of the Canadian Payments Association) (the "PAD") drawn on the Account, for the purposes of the Lease Agreement.

7. I/We may cancel the Authorization at any time, notwithstanding the Lease Agreement provisions, upon providing written notice, at least 30 days before the date of next debit to the Payee and after the three (3) month minimum period is completed. To obtain a sample cancellation form, or for more information on my right to cancel a PAD Agreement, I may contact my financial institution or visit [www.cdnpay.ca](http://www.cdnpay.ca).

8. I/We acknowledge that provision and delivery of the Authorization to the Payee constitutes delivery by me/us to the Processing Institution. Delivery of the Authorization to the Payee, regardless of the method of delivery, constitutes delivery by me/us.

9. The Payee will provide to me/us at the address provided in the Parking Application

- a. with respect to fixed amount PADs, **no written notice** of the amount to be debited (the "Payment Amount") or the date(s) on which the Payment Amount debited will be posted to my/our Account (the "Payment Date"), is required. As well, **no notice is required** when there is a change in the Payment Amount or the Payment Date(s) negotiated by the Payee and myself;
- b. with respect to variable amount PADs, **no written notice** of the Payment Amount and the Payment
  - i. Date(s), is required; and
- c. with respect to a PAD plan that provides for the issuance of a PAD in response to a direct action of mine (such as, but not limited to, a telephone conversation) requesting the payee to issue a PAD in full or partial payment of a billing which I have received for a payment obligation that meets the requirements of Section 2 of Rule H4, **no notice is required**.

10. The Payee may issue a PAD occurring on the 1st business day per month in a dollar amount as per the Lease Agreement with top-ups, adjustments, and/or increases permissible.

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11. I/We acknowledge that the Processing Institution is not required to verify that a PAD has been issued in accordance with the particulars of the Authorization including, but not limited to, the amount, or that any purpose of payment for which the PAD was issued has been fulfilled by the Payee as a condition to honouring a PAD issued or caused to be issued by the Payee on the Account.
12. Revocation of the Authorization, notwithstanding lease Agreement provisions, does not terminate any contract for goods or services that exist between me/us and the Payee. The Authorization applies only to the method of payment and does not otherwise have any bearing on the contract for goods and services exchanged.
13. I/We have certain recourse rights if any debit does not comply with this agreement. For example, I/We have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD agreement. To obtain more information on my recourse rights, I may contact my financial institution or visit [www.cdnpay.ca](http://www.cdnpay.ca).
14. I/We consent to the disclosure of any personal information that may be contained in this Authorization to the financial institution that holds the account of the Payee to be credited with the PAD to the extent that such disclosure of personal information is directly related to and necessary for the proper application of Rule HI of the Rules of the Canadian Payments Association.
15. I/We understand and accept the terms of participating in this PAD plan.
16. **APPLICABLE IN THE PROVINCE OF QUEBEC ONLY.** It is the express wish of the parties that the Agreement and any related documents be drawn up and executed in English. *C'est la volonté expresse des parties que cette convention et les documents s'y rattachant soient rédigés et signés en anglais*

X

\_\_\_\_\_  
Signature(s) or Authorized Signature(s) of Account Holder(s)

\_\_\_\_\_  
Date

X

\_\_\_\_\_  
Signature(s) or Authorized Signature(s) of Account Holder(s)

\_\_\_\_\_  
Date

**Attach a blank cheque marked "VOID"**

I hereby consent to the collection, use and disclosure of personal information contained in this form and otherwise collected by or on behalf of QuadReal Property Group Limited Partnership (the "Manager") (1) for the purposes of facilitating the Pre-Authorized Payment with your financial institution, (2) for the purposes of enforcing the Manager's rights and (3) as otherwise provided in the Manager's privacy policy, a copy of which is available on request and may be viewed at [www.quadreal.com](http://www.quadreal.com).

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