

**LIVINGSTON PLACE
BICYCLE PARKING LICENSE**

THIS AGREEMENT dated on the _____ day of _____ 2021 and is

made **BETWEEN:**

bcIMC Realty Corporation, Livingston Place Holdings Inc.
(the "**Licensor**")

THE PARTY OF THE FIRST PART

And

(the "**Licensee**")

THE PARTY OF THE SECOND PART

- A. The Licensor operates a bicycle enclosure situated on parkade level P1 of the building located at 222 – 3rd Avenue SW & 250 – 2nd Street SW, Calgary, Alberta ("**Livingston Place**");
- B. The Licensee has requested the right to use the bicycle enclosure for the purpose of parking the Licensee's bicycle in the bike racks contained therein;
- C. The Licensor and the Licensee agree that the terms of this Bicycle Parking License (hereinafter called the "Agreement") will govern their relationship.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties agree as follows:

- 1. License. During the Term, the Licensor hereby grants to the Licensee the non-exclusive right to park one (1) unmotorized bicycle in Livingston Place's bicycle enclosure. The parking rights granted by this Agreement are by way of license only and shall not constitute a lease or an interest in the Livingston Place property.
- 2. Term. Subject to the provisions of this Agreement, the term of this license shall commence on the 1st day of January 2021 and thereafter this license shall continue until the end of the calendar year on the 31st day of December 2021.
- 3. Fee. Bicycle parking is free of charge.
- 4. Licensee's Covenants. The Licensee hereby agrees:
 - (a) To park the Licensee's bicycle in the bike racks provided and not against the building or walls unless approved by the Licensor.
 - (b) Not to allow use of the bicycle enclosure by any other person other than the person named in this Agreement.
 - (c) To respect the property of other licensees who have authorized use of the bicycle enclosure.

- (d) Not to use the bicycle enclosure as storage for bike frames, bike parts, or any other article other than the Licensee's bicycle.
- (e) Notify the Licensor immediately of any difficulty accessing the bicycle enclosure or of any damage to the bicycle enclosure or bike racks.
- (f) Not to affix any additional locking devices, posters, decals or any other materials or marking to the inside or outside of the bicycle enclosure.
- (g) Not to move or remove the bicycle of other licensees.
- (h) Not to obstruct the walkways and exits.

5. Assignment and Sublicensing. The Licensee shall not assign or sub-license all or any part of this Agreement.

6. Availability of Space. The use of the bike racks are on a first come first service basis and no guarantee is provided by the Licensor that space will be available in the bike racks when required by the Licensee.

7. Access. Access to the bicycle enclosure will be through a secured door locked with a programmable proximity access card reader. The Licensor will provide access to the licensee by issuing a programmed access card unique to the licensee.

8. Licensor's Non-Liability.

The Licensor shall not be liable for:

- (a) any personal injuries or death suffered in or about the bicycle enclosure by the Licensee; or
- (b) any loss or damage which occurs in or about the bicycle enclosure to any property of the Licensee, regardless as to the cause of such damage, injury or loss.

The Licensor is not responsible for providing or maintaining any security in or about the bicycle enclosure and accordingly, the Licensor shall not be liable for any personal injuries, death or property damage resulting from improper security or lack of security regardless of whether or not the Licensor or those for whom it is responsible in law are found to be negligent.

9. Termination.

- (a) In the event the Licensor, in its sole discretion, decides to remove the bike racks or in the event any government authority or regulating agency direct the Licensor to remove the bike racks from the bicycle enclosure this Agreement shall immediately terminate upon such removal without further obligation or liability of the Licensor to the Licensee.
- (b) If the Licensee fails to abide by the terms of this Agreement, the Licensor reserves the right, at its sole discretion, to terminate this License.
- (c) The Licensee acknowledges that this Agreement will terminate immediately if the Licensee is no longer employed by the company located in Livingston Place or the building located at 222 – 3rd Avenue SW & 250 – 2nd Street SW, Calgary, Alberta (“**Livingston Place**”).

(d) Notwithstanding anything else contained in this Agreement to the contrary, either party shall have the right to cancel this Agreement without cause upon giving thirty (30) days prior written notice.

10. Notice. Any notice, request or demand provided for or given under this Agreement shall be in writing. The addresses for service of notice shall be:

to Licensor: bclMC Realty Corporation, Livingston Place Holdings Inc.
 2810, 308 – 4th Avenue SW
 Calgary, Alberta T2P 0H7

 Attention: Property Management

to Licensee: at the email address(es) provided in subsection 11 (a) of this Agreement.

11. Control Details.

(a) Company, email address and telephone number of Licensee:

Licensee Name: _____

Company: _____

Business Phone: _____

Personal Email: _____

Business Email: _____

(b) Bicycle Information:

Make: _____

Model: _____

Color: _____

12. Privacy Policy. The Licensee hereby consents to the Licensor collecting, using and disclosing the personal information contained in this Agreement and otherwise collected by or on behalf of the Licensor or its agents, affiliates, or service providers, for the purposes of: (a) establishing, maintaining and terminating the parking relationship; and (b) enforcing the Licensor's rights. The Licensee also consents the collection, use, and disclosure of the Licensee's personal information by and to agents, contractors, and service providers of the Licensor and its affiliates in connection with the foregoing purposes.

To the extent the Licensor uses a managing agent, consent under this Agreement includes consent for the managing agent to do all such things on behalf of the Licensor. The Licensor's current managing agent is QuadReal Property Group Limited Partnership ("**QuadReal**").

13. Governing Law. This Agreement shall be governed by and interpreted in accordance with, and the parties hereto shall attorn to, the laws of the Province of Alberta.

IN WITNESS WHEREOF the Licensee duly signed and delivered this Agreement on the date first above written.

Licensee Name

Licensee Signature