



# NON-RESERVED VISITOR BICYCLE PARKING AGREEMENT

EMAIL FORM TO: [16yorkstreetservice@cadillacfairview.com](mailto:16yorkstreetservice@cadillacfairview.com)

**THE VISITOR BIKE PARKING ROOM is to be used on a non-permanent, temporary (month-to-month), first come first serve basis.**

I, (the "User") understand that The Cadillac Fairview Corporation Limited (the "Licensor") hereby grants the User a non-exclusive license to use the NON-RESERVED visitor bicycle parking and change room both located on the P1 level of the parking garage (the visitor bicycle parking and change room are referred to collectively as the "Bike Room") on a monthly basis, on the terms and conditions contained in this agreement. I acknowledge and agree that either the User or the Licensor may terminate this agreement and the right to use the Bike Room at any time, upon twenty-four (24) hours' written or oral notice. The Bike Room is located at 16 York Street, on the P1 level of the parking garage. This agreement shall entitle the User to affix no more than one (1) bicycle in any available stall within the Bike Room on a first come, first served basis. The Bike Room is for day use only, and is not to be used as overnight or long-term storage. Should the User need to leave their bike in the Bike Room for a period of up to 48 hours, the User must make the Licensor aware.

The User agrees that the User will only use the Bike Room for the storage of one (1) bicycle. All personal property whether or not attached to the bicycle will be removed by the User from the Bike Room at the time the bicycle is placed there for storage. Should the User affix any lock(s), cable(s) or other bicycle(s) accessories to any part of the Bicycle Racks or Room Fencing, the Licensor may remove such lock(s) and/or bicycle(s). Any damage to the Bike Room resulting from such removal shall be the User's sole responsibility and expense. The User can affix their locks to the designated area provided in the Bike Room. The Licensor may make, from time to time, rules and regulations with respect to the Bike Room and the User shall comply with and observe them if it receives notice of them, or ought reasonably to be aware of them. The Licensor reserves the right at any time to impose a fee for the use of the Bike Room, upon reasonable notice to the User.

All property kept or stored in the Bike Room shall be so kept or stored at the risk of the User. It is the User's obligation to obtain insurance for the full replacement value of the User's bicycle. The User releases the Licensor from every claim it has or might have in connection with anything that has occurred or might occur on or in connection with The Bike Room. The User shall also indemnify the Licensor and save it harmless from any and all loss, claims, actions, damages, liability and expense in connection with loss of life, personal injury, damage to property or any other loss or injury whatsoever arising out of any occurrence in, upon, or at the Bike Room, or the use by the User of the Bike Room, whether or not the Licensor, its agents, servants, employees or other persons for whom it may be in law responsible, are negligent. If the Licensor shall, without fault on its part, be made a party to any litigation commenced by or against the User, the User shall protect, indemnify and hold the Licensor harmless and shall pay all costs, expenses and reasonable legal fees incurred or paid by the Licensor in connection with such litigation. "Licensor" in this paragraph includes (i) the owners of the freehold, and (ii) the owners, if any, of the leasehold title of the lands within and comprising the building, as well as all of their respective officers, directors, employees, agents and contractors.

## BIKE ROOM ENTRANCE PROCESS

Users enter the Bike Room by:

- Enter parking garage on Grand Trunk Crescent.
- Dismount from bicycle.
- Scan base building access card on right hand wall where signage is posted.
- Black overhead door ahead will open.
- The User must proceed, walking into the parking garage, staying clear of any vehicles or the parking gate arm.
- The User must walk their bike to the bottom of the parking garage ramp, make a left, and continue walking their bike to the Bike Room.

If there are any issues with bicycle entrance, the User can speak with the Parking Attendant through the intercom above the access card reader at the entrance (signage is posted).

## BIKE ROOM EXIT PROCESS

- The User must walk their bike from the Bike Room to the exit of the parking facility.
- When walking up the parking ramp, the black overhead door will open automatically.
- Users are to walk under the black overhead door and around the gate arm to exit.

**Reminder: Users are never to travel underneath the white gate arms by the parking pay stations.**

I have read and fully agree with the terms and conditions for the use of the Bike Room as stated above.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

PRINT NAME \_\_\_\_\_

WITNESS SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

PRINT NAME \_\_\_\_\_

EMAIL \_\_\_\_\_

PHONE \_\_\_\_\_

PASSCARD # \_\_\_\_\_

OFFICE ADDRESS: \_\_\_\_\_