

## UNDERGROUND PARKING RENTAL AGREEMENT

THIS PARKING RENTAL AGREEMENT dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

BETWEEN the "Lessor": **Victor Davis Memorial Court Non-Profit Homes Inc.**

**(Victor Davis NP) 87 Neeve St. Guelph, Ontario, N1E 6Z5**

AND \_\_\_\_\_ ("Lessee")

**For Underground Premises No. \_\_\_\_\_ at 87 Neeve Street, Guelph ("the premises")**

The following terms and conditions form a part of the monthly parking agreement.

### 1. PIPEDA

By completing and executing this vehicle parking agreement, you are consenting to the Lessor using and storing the information to manage your account pursuant to the Personal Information Protection and Electronic Documents Act, and to contact you, if necessary, disclose your account information to a collection agency or credit reporting agency as required.

### 2. TERM

\_\_\_\_\_ The Lessor agrees to rent out the Premises for a term of 6 Months.

\_\_\_\_\_ The Lessor agrees to rent out the Premises for a term of 12 Months.

### 3. CHARGES

Monthly parking charges of \$200.00 is payable by the Lessee on the first day of each month and payment by e-transfer to [rent@victordavishomes.ca](mailto:rent@victordavishomes.ca) or by postdated cheques payable to "Victor Davis Non-Profit" delivered to 87 Neeve St. Office, Guelph, On N1E 6Z5.

### 4. NON-LIABILITY OF THE LESSOR

Charges are for the use of the Premises only and the Lessor its members, officers, agents and employees shall not be liable for any Personal injury or death suffered by Lessee or Lessee's guests or for any damage to or destruction or loss of any of the Lessee's personal property located or stored upon the Premises or property. This provision includes acts of theft, burglary, vandalism, assault, or other criminal activity. Lessee assumes all risk of loss or damage of Lessee's property in the Premises or on the Property which may be caused by fire, windstorm, explosion, or other cause, or by the act, or omission of any other Lessee at the Property. Lessee further agrees to indemnify Lessor, its members, officers, agents, and employees, from and against liability for damage, injury or loss alleged to have been sustained by Lessee or Lessee's guests resulting from any cause whatsoever. Lessee accepts Premises "as is" and Lessee acknowledges that Lessor has not made and is not making any warranties whatsoever with respect to the Premises.

## 5. LESSOR TERMINATION

The Lessor may terminate the monthly parking agreement upon one calendar months' notice. In addition, if the Lessee is in breach of these terms and conditions, the Lessor may, without notice, suspend parking privileges, terminate the monthly parking agreement and or/tow the vehicle at the Lessee's or vehicle owner's expense.

## 6. ACCESS FOBS

Parking access fobs are valid only for the designated Premises. If the access fob is used to admit more than one vehicle at a time into the parking facility the fob may be automatically deactivated and the Lessor or have one or more of the vehicles towed at the expense of the Lessee or vehicle owner.

## 7. ASSIGNMENT

Lessee may not assign, transfer, or sublet the monthly parking agreement or use of the Premises set out above, unless agreed to in advance by the Lessor in writing.

## 8. FOB OWNERSHIP AND REPLACEMENT

Parking access fobs remain the property of the Lessor. Parking access fobs will be provided to the Lessee upon receipt of deposit of \$25.00 for each parking access fob. Damaged, stolen, or lost fobs will be replaced by the Lessor upon receipt of payment for the new fob deposit. Prices of fobs subject to change without notice. Fob deposits will not bear interest. The fob deposit will be refunded if the access fob is returned in good and working condition to the Lessor within 10 business days of the end of the agreement.

## 9. RECEIPTS

Receipts for parking charges to be provided to the Lessee at their address for notices (email address for notices) if requested by the Lessee for a period of not more than 12 months after the end of the calendar year.

## 10. LICENCE AND OWNERSHIP

Throughout the course of the Rental Parking Agreement Lessees must provide upon execution a value Ontario Drivers Licence, valid vehicle ownership, valid insurance including coverage for vehicle, personal and public liability and be operational and licence plate number. The parking of unlicensed or uninsured vehicles, the general storage of vehicles and repair or maintenance of vehicles while in the parking facility is not permitted. Vehicles with expired insurance, license or deemed not operational by the Lessor will be towed without notice at the sole expense of the Lessee.

## 11. SAFETY AND HAZARDS

If, in the opinion with of the Lessor in its sole and absolute discretion, the vehicle poses any kind of hazard or may hold hazardous materials, the item or vehicle will be removed from the parking facility without notice and at the expense of the Lessee or owner of the vehicle.

12. The Lessor reserves the right at any time to refuse parking at the Lessee's normal space if for any reason parking is unavailable at such space, and the Lessor will use their best efforts to relocate the Lessee to another location in the parking facility for the period the assigned space is unavailable. No refunds will be payable.

#### 13. GARAGE SWEEP AND MAINTENANCE

The Lessee agrees to remove the vehicle in the event of cleaning and / or parking lot maintenance. The Lessor will be providing one day's notice. The Lessee agrees to have their vehicle removed from the underground parking area by 7am the aforementioned day.

#### 14. TRAFFIC RULE

Any traffic rules displayed on the signage at the parking facility must be adhered to including yield signs, posted speed limits and height limits and notices not to stop the vehicle under the upper and lower parking garage doors and vehicles must not be parked in such a way to block traffic or entrances or violate any laws or regulations.

#### 15. NO ELECTRICAL POWER

No electrical power will be supplied or will be used for charging or block heating. The Lessor is not liable if a vehicle fails to start.

#### 16. VEHICLE TYPE

Vehicles are limited to cars and other such vehicles that are less than the parking height limit and size of the Premises in its width and length and no buses, commercial trucks, recreational vehicles, trailers, or water access vehicles are permitted.

#### 17. ENVIRONMENTAL

Any spills of oil or other fluids will be cleaned by the Lessee immediately using an absorbent material which will remove the residue and the stain.

#### 18. SURVEILLANCE

The Lessee agrees and understands that there is camera surveillance equipment at the parking facility which is used by the Lessor for security purposes.

#### 19. PET

The Lessee agrees to have pets on leash and under control while on the property and be responsible for the pet's actions including clean up.

#### 20. NO RESIDING

The Lessee agrees not to reside in the vehicle and not to leave pets unattended in the vehicle.

#### 21. NO ALCOHOL

The Lessee agrees that alcohol consumption, vaping, and smoking is not allowed at the parking facility.

22. ENTRANCE TO PARKING TUNNEL

Entry to and from the stairwell is located beside the parking tunnel and not through the building. NO access to the inside of the building by other stairwells or elevator is permitted.

23. NO ACCESSIBLE USE

No accessible use is available for this parking facility.

24. The contact information for the parking facility is:

Administration: 519-821-7518 office@victordavishomes.ca Tuesday to Friday, 830am to 430 pm  
Superintendent 519-821-2177 superintendent@victordavishomes.ca (Emergency only after hours)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email address: \_\_\_\_\_

Telephone number \_\_\_\_\_

Driver's Licence Number \_\_\_\_\_ Expiration Date \_\_\_\_\_

Vehicle Make: \_\_\_\_\_ Vehicle Colour: \_\_\_\_\_

Vehicle License Plate Number: \_\_\_\_\_

Insurance Co. \_\_\_\_\_

Policy Number \_\_\_\_\_

Expiry \_\_\_\_\_

Emergency Contact Person \_\_\_\_\_ Phone Number \_\_\_\_\_

FACILITY INFO: Victor Davis Memorial Court Non-Profit Homes Inc. (Victor Davis Non-Profit Homes)

Address: 87 Neeve St. Guelph, On - **Underground Parking Facility Space No.:** \_\_\_\_\_

Lease start date: \_\_\_\_\_ Monthly charge: \$ \_\_\_\_\_

Security Fob deposit: \$25.00 Fob No. \_\_\_\_\_

This Agreement was executed in Guelph the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Lessor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Lessee Signature: \_\_\_\_\_ Date: \_\_\_\_\_