

## Non-Tenants Monthly Parking Registration – Terms and Conditions

### Terms and Conditions

1. In consideration of the mutual covenants and agreements herein, Toronto Community Housing Corporation ("TCHC") hereby grants permission to the Licensee to park the Authorized Vehicle(s), as described above in "Authorized Vehicle Particulars," on the terms and conditions set out herein and subject to the right of TCHC to terminate this agreement as set out below. Licensee must inform Toronto Community Housing, Non-Tenant-Parking, any change of information regards to my vehicle and address.

### Term and Termination:

2. For long-term parking, the term of this licence agreement is for one (1) year, commencing date to expiry date. For short-term parking, the tenure is as specified on the registration and parking permit, and as renewed.
3. For long-term parking, upon the expiry of the term of this Licence Agreement, this Licence Agreement shall automatically renew for an additional term of one (1) year, unless notice of termination has been given or received by TCHC in accordance with the provisions set out herein.
4. TCHC shall have the right, which may be exercised unreasonably in TCHC's sole discretion, throughout the term of this Agreement or any renewal thereof, to terminate this Licence Agreement, upon providing the Licensee no less than five (5) days' advance written notice. Such notice shall be sent by pre-paid lettermail and shall be deemed to be effective three (3) days following the date of mailing, or on the same day in the case of personal delivery.
5. The Licensee may terminate this Agreement at the end of any calendar month upon providing TCHC no less than thirty (30) days' advance notice in writing of such termination. Such notice shall be sent by pre-paid lettermail and shall be deemed to be effective upon receipt by TCHC.
6. TCHC shall have the right to ticket and/or remove from its property, by towing or otherwise, any vehicle parked on its property after the termination dates set out in any notices given under section 4 or received under section 5.

### Payment:

7. The Licensee agrees to pay to TCHC for the term of this Agreement, and any renewal thereof, the Monthly Parking Charge, including all applicable taxes, for the permission to park the Authorized Vehicle on TCHC property. The Parking Charge includes the parking charge and the applicable amount for Goods and Services Tax and the Ontario Retail Sales Tax as applicable.
8. TCHC reserves the right to increase the Monthly Parking Charge, acting reasonably, throughout the term of this Agreement or any renewal thereof, upon providing the Licensee no less than thirty (30) days' advance written notice.
9. For short-term parking, the licensee agrees to pay TCHC the total balance for specified months' Parking Charge, including all applicable taxes, by certified cheque, money order, and made payable to Toronto Community Housing Corporation.
10. For long-term parking, the Licensee agrees to pay the first month's Parking Charge plus all applicable taxes by money order/debit/credit made payable to "Toronto Community Housing Corporation", and agrees to pay all subsequent monthly payments throughout the term, or any renewal thereof, by pre-authorized payment.
11. TCHC shall not be obligated to refund to the Licensee any amount for a broken period of less than one (1) month.
12. The Licensee shall pay TCHC an administration fee of TWENTY-TWO DOLLARS (\$22.00) for the return of any cheque for Non Sufficient Funds or in the case any pre-authorized payment is refused or reversed by the processing financial institution.

### Permit and Access Card/Fob:

13. TCHC will issue a non-transferable barcode permit or hanging windshield permit or any other means of identification that TCHC may designate for each vehicle permitted to be parked on TCHC property. The Licensee shall furnish the Authorized Vehicle at all times while parked on TCHC property with the barcode permit or hanging windshield permit, or other means of identification, provided by TCHC, failing to do so will result in TCHC removing said vehicle from TCHC property at the Licensee's sole expense. The barcode permit must be affixed permanently to the lower portion of the Authorized Vehicle's windshield on the driver's side. A replacement fee or penalty fee in the amount of TWENTY-FIVE DOLLARS (\$25.00) will be charged to the Licensee in event the barcode permit number, or other means of identification, is lost or not returned upon the termination of this Agreement.
14. TCHC will issue to the Licensee an Access Card or FOB to allow entry for purpose of parking Authorized Vehicle on TCHC property. A replacement fee or penalty fee in the amount of TWENTY-FIVE DOLLARS (\$25.00) will be charged to the Licensee in event the Access Card or FOB is lost or not returned upon the termination of this Agreement.

**Repairs and Maintenance:**

15. TCHC may interrupt the Licensee's use of the parking space(s), as TCHC requires for maintenance, repair and/or cleaning and that the Licensee shall not be entitled to any compensation or deduction from the Monthly Parking Charge for such interruption.

**Licensee's Obligations:**

16. The Licensee shall, to the standard of a prudent owner, maintain liability, theft and fire insurance coverages on any Authorize Vehicle(s) parked on TCHC property.
17. TCHC has the right to ticket and/or remove from its property at the owner's expense any vehicle: Parked after the termination date set out in this agreement or any notices described in this agreement (Toronto Municipal Code 915); that is not roadworthy or properly maintained; that does not have a current licence Plate; that does not have a properly affixed barcode permit; that does not match the information on the barcode Permit; that is not parked in the space or lot assigned to it; that is parked in any driveway, fire route, snow route, designated visitor parking area, handicapped parking space or any other unauthorized area; that is not an Authorized Vehicle under this agreement.
18. The Licensee shall not park any vehicle in any underground facility that is powered by compressed gas or have compressed gas stored inside said vehicle.
19. The Licensee shall use the Parking Lot solely for the purposes of daily parking of the Authorized Vehicle. The Parking Lot may not be used for any other purpose. In the event the Parking Lot is used for the purpose of parking any vehicles other than the Authorized Vehicle; the storage of vehicles; the repair or maintenance of any vehicle, except for emergency repair of the Authorized Vehicle; the storage of any other materials, and/or; any other use TCHC determines unauthorized. As may be determined by TCHC in its sole discretion, the Licensee shall be in breach of this Agreement and TCHC shall be entitled at its sole option, and without notice to the Licensee, to terminate this agreement forthwith and the Licensee shall be responsible for the costs of any repairs or clean-up costs to which TCHC may be put as a result.

**Indemnity:**

18. The Licensee shall indemnify and save harmless TCHC, its directors, officers, employees, agents, its successors and assigns from any and all claims, demands, losses, costs, charges, expenses, actions, and or any proceedings whatsoever, made, brought, suffered by, or imposed on TCHC or its property in respect of any loss, injury, damage, damages, (including fatal injury) to any person or property, including, without restriction, employees, agents, servants, and property of TCHC or of the Licensee directly or indirectly arising out of, resulting from, or sustained as a result of the Licensee's use or misuse of TCHC property and/or the parking space, and/or the vehicular and/or pedestrian means of ingress and egress.
19. The Licensee further agrees that TCHC, its directors, officers, employees, agents, its successors and assigns shall not be liable to the Licensee, or to any person permitted on TCHC property by virtue of this Licence, in any way whatsoever, for
  - a) any loss or damage to the Authorized Vehicle(s) or other vehicles, or their contents;
  - b) negligence of TCHC, its Directors, officers, employees, agents including their successors and assigns in respect of the Authorized Vehicles or their contents, or to persons entering upon TCHC property for the purpose of parking, howsoever caused or by whomsoever caused while parked on TCHC property or whilst entering or exiting the property to which the Licensee is entitled access.