

# SCHEDULE "D"

Suite # \_\_\_\_\_

This "Parking Agreement" is made \_\_\_\_\_, 20\_\_ ("Effective Date"), between Century Park Developments Ltd. (the "Owner") and: \_\_\_\_\_ (the "Tenant")

## WHEREAS

- A. The Owner is the owner of the parking area and stalls within the parking facilities of the Central Tower building, located at 2612 109 Street, Edmonton, AB, T6J 3T1 (the "Parking Lot");
- B. The Owner and Tenant are parties to a Residential Tenancy Agreement dated \_\_\_\_\_, 20\_\_ (the "Lease Agreement").
- C. The Tenant wishes Owner's authorization to use in the Parking Lot from time to time in the manner set out herein.

THEREFORE the parties agree as follows:

- 1. Subject to the Tenant continuing to fulfil its obligations under the Lease Agreement and this Parking Agreement, the Owner agrees to provide authorization as set out in Section 3, for the sole purpose of parking the Tenant's motor vehicle (the "Vehicle"), being a \_\_\_\_\_ (year/color/make/model), license number \_\_\_\_\_, for a term of one month commencing \_\_\_\_\_, \_\_\_\_\_, 20\_\_ and ending on the last day of the same calendar month, \_\_\_\_\_, \_\_\_\_\_, 20\_\_ (the "Initial Period").
- 2. The term of this Parking Agreement will automatically renew for a consecutive period consisting of **one calendar month, beginning on the first day of the calendar month** (each month period, including the Initial Period, referred to as the "Term").
- 3. Subject to applicable restrictions, the Tenant is hereby authorized to park the Vehicle in the Parking Lot in the designated stall and the Tenant shall be charged the designated "Parking Charge" for each Billing Period and / or prorated amount for each portion of a Billing Period, plus GST.

**Unlimited Reserved** - Tenant may park the Vehicle in the Parking Lot 24 hours per day any day of the week, only in the parking stall reserved specifically for the Tenant's use, **being stall # \_\_\_\_\_**.

**Parking Charge: \$ \_\_\_\_\_ per Billing Period**

- 4. Notwithstanding any other provision hereof, the Parking Charge shall be subject to increase annually by the Owner, in its sole and absolute discretion. In the event the Owner elects to increase the Parking Charge, the Owner shall provide the Tenant with written notice in accordance with Section 14 and upon the sending of such notice, this Parking Agreement shall be deemed to be amended as and from the date of such notice.
- 5. The Parking Charge will be payable by the Tenant to the Owner, in advance, on the first (1<sup>st</sup>) day of each Billing Period, by way of electronic funds transfer ("EFT"). Upon execution of this Parking Agreement, the Tenant shall provide the Owner with the appropriate information respecting electronic funds transfer. The Owner shall have the right to change the Parking Charge upon 30 days written notice.
- 6. The Tenant acknowledges and agrees if the Vehicle is parked in the Parking Lot outside of the designated timeframe, corresponding to the option selected in Section 3, the Tenant will incur an additional charge equal to the lowest amount calculable, based the applicable hourly and daily rates for such period (being market rate for similar stalls in the nearest two-block radius to the Parking Lot), in each instance (the "Overtime Charge(s)"). The total of all Overtime Charges for any Billing Period shall not exceed \$100.00. The Owner will issue to the Tenant an invoice on the last day of each Billing Period within which the Tenant has incurred an Overtime Charge. The Overtime Charge(s) will be payable by the Tenant to the Owner by way of EFT on the first day of the following Billing Period.
- 7. The Owner may terminate this Parking Agreement upon 30 days' written notice to the Tenant, provided that: (i) the Owner may terminate this Parking Agreement upon 24 hours written notice in the event the Tenant is in breach of Section 13 of this Parking Agreement; and (ii) this Parking Agreement will automatically terminate if the Parking Charge or Overtime Charge(s) are not paid when due. The Owner may terminate this Parking Agreement immediately upon termination of the Lease Agreement. The tenant may terminate this Parking Agreement upon 30 days' written notice to The Owner.
- 8. The Tenant shall not cause any damage or allow any damage to be caused to the Stall and shall be responsible and liable for any damage (other than reasonable wear and tear) caused to the Stall by the Tenant. This includes but is not limited to oil spills and other damage to the surface. The Tenant covenants that:
  - (a) The Tenant shall not allow any personal property, other than the Vehicle, to occupy Parking Lot;
  - (b) No tires are to be stored in parking stall or Parkade
  - (c) The Vehicle shall be in good order and repair and be operational; and
  - (d) the Vehicle will be insured and registered with the appropriate authority.This provision will survive termination of this Parking Agreement.
- 9. In the event:
  - (a) The Vehicle remains parked at the Stall after termination of this Parking Agreement;
  - (b) The Tenant fails to comply with Sections 5, 8, 11, and/or 13;the Owner may, in its sole discretion, cause the Vehicle to be removed and stored elsewhere at the Tenant's sole cost and expense and the Tenant shall reimburse the Owner, on demand, for any costs incurred by the Owner in causing the removal and/or storage of the Vehicle. This provision will survive termination of this Agreement.
- 10. Parking in the Parking Lot is at the Tenant's own risk.
- 11. The Tenant will affix to the Vehicle's windshield such decal, label or other distinguishing marker as the Owner or an agent of the Owner may designate for purposes of identification from time to time, as the case may be.
- 12. The Owner will have the right, from time-to-time, to maintain, repair, replace and otherwise deal with the Parking Lot.
- 13. The Tenant may not assign any rights provided under this Parking Agreement, including, but not limited to, the authorization of the Owner provided to the Tenant to park within the Parking Lot, except as agreed to by the Owner in writing. The Owner may assign the Parking Agreement at any time, without the consent of or notice to the Tenant.

14. Notice may be delivered to either party in the manner specified in the Lease Agreement. Each party will notify the other party of any change to their address, fax number and/or email address.

15. This Parking Agreement may be signed in counterpart and delivered via facsimile or via email, in portable document format and each executed counterpart will be deemed to be an original document.

**Dated as of the Effective Date**

**CENTURY PARK DEVELOPMENTS LTD.**

**Per:**

\_\_\_\_\_

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**Tenant's Signature**

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**Tenant's Signature**