



Terms and Conditions for Parking

Introduction

Welcome and thank you for choosing Gilad Parking, a division of Gilad Properties Ltd. ("Gilad").

The following terms and conditions form a part of your parking agreement with Gilad (the "Agreement"). **Please read them carefully.**

By clicking on the "I ACCEPT" button below, you are acknowledging, accepting and agreeing to be bound by the terms and conditions set out herein, irrespective of whether or not you have read them. If you do not wish to do so, please click the "I DECLINE" button below, at which point you will be unable to proceed with any purchase and will be redirected back to the homepage of your account.

General

1. In exchange for paying a prevailing parking fee, which includes any and all applicable sales taxes (the "**Parking Fee**"), this Agreement grants you the licensed use of one (1) parking space in the parking lot you have selected (the "**Parking Lot**") for the period of one (1) month that shall commence on the first day of the month and expire on the last day of the month.
2. You are responsible at all times for providing Gilad with up-to-date information including but not limited to your license plate number, vehicle details, contact information and payment information such as your credit card number and its expiry date. You are responsible for making necessary updates on your account at www.monthly.giladparking.com should any of your information change. Failure to do so will be considered a breach of this Agreement.

Payment of the Parking Fee

3. You shall pay the Parking Fee no later than seven (7) days prior to the commencement of the month for which you are purchasing your Parking Pass.
4. Accepted methods of payment include credit cards, debit cards, and cheques. Under no circumstances will cash be accepted. Returned cheques or declined credit card payments are subject to a \$25.00 handling fee that shall be immediately due and payable if so charged.

Increase of the Parking Fee

5. Gilad reserves the right to change the Parking Fee from time-to-time by providing you with advance written notice of thirty (30) days.

Parking Pass

6. In exchange for your payment of the Parking Fee, you will receive a parking pass for a specific month that may be in the form of either a printable pass with a Quick Response code, mirror hangtag, decal, access card, transponder or a combination of these forms (the

“Parking Pass”). The Parking Pass remains the sole property of Gilad and is only valid for the month and parking lot for which it applies.

7. A valid Parking Pass must be visibly displayed in the windshield of your vehicle at all times with the contents of the Parking Pass facing outward. You shall never display more than one (1) valid Parking Pass in your vehicle at the same time. Failure to display a valid Parking Pass in the manner prescribed is considered a breach of this Agreement and, in addition to any other remedies available to Gilad, may result in the termination of this Agreement and your parking rights, issuance of a parking violation notice and the towing of your vehicle at your expense.
8. You shall only use the Parking Pass for the vehicle(s) registered on your account up to a maximum of two (2) vehicles. Use of the Parking Pass by any vehicles not registered on your account is considered a breach of this Agreement. You shall furnish Gilad with the valid license plate number(s) of the vehicle(s) registered on your account and any other information that may be required by Gilad from time-to-time to identify your vehicle(s).
9. Use of the Parking Pass for more than one vehicle at the same time is strictly prohibited. If the same Parking Pass is being used by more than one vehicle at the same time, or if an access card is used to admit more than one vehicle at a time into the Parking Lot, your Parking Pass will automatically be deemed invalid and this Agreement will be terminated immediately. In such cases, Gilad reserves the right to tow one or more of the vehicles at the expense of the vehicle owner, issue a parking violation notice and pursue any and all other remedies available to Gilad by virtue of this Agreement and applicable laws, by-laws, regulations or other governmental ordinances from time-to-time in existence.
10. You shall not assign, sell or transfer the Parking Pass and shall not grant any licenses or other rights to others to use the Parking Pass.
11. If your designated Parking Lot requires your use of an access card, you agree to pay a \$25.00 deposit (the **“Deposit”**) for the issuance of the access card. When this Agreement is terminated, you shall return the access card to Gilad at which point you will be refunded the Deposit, without interest. If the access card is reported lost, stolen or damaged, or you fail to return it when this Agreement is terminated, you shall pay a \$25.00 replacement fee and the Deposit will be credited against that replacement fee. Access cards can only be picked up by the individual registered on your account and are distributed at the Gilad office address provided in section 27 of this Agreement.

Right to Renew

12. (a) If, both at the date of exercising the option set out below and at the commencement of the renewal of this Agreement hereinafter described, you have duly and punctually performed each and every one of your obligations under this Agreement, you shall have the right to renew this Agreement on the terms and conditions hereafter described unless Gilad terminates this Agreement and your parking rights as per subsection 12(c). In order to exercise this right, you must click the appropriate check box in your online account at www.monthly.giladparking.com (the **“Check Box”**) by no later than the fourteenth (14th) day of the calendar month proceeding the month for which you wish to renew this Agreement, failing which such right to renew shall be null and void and forever extinguished and will result in your removal from Gilad’s parking list at the end of the month. By clicking the Checkbox, this Agreement will be renewed on an ongoing

basis, subject to Gilad's right of termination, unless you deselect the Check Box in the manner further described in subsection 12(b).

Such renewal shall be on the same terms and conditions as in this Agreement save and except that you shall pay the prevailing parking fee set by Gilad, including any and all applicable sales taxes, in effect for the Parking Lot at the time of the renewal.

- (b) You may terminate this Agreement by deselecting the Check Box. If you deselect the Check Box on or before the fourteenth (14th) day of the calendar month, this Agreement will terminate at the end of the calendar month. If you deselect the Check Box on or after the fifteenth (15th) day of the calendar month, this Agreement will terminate at the end of the subsequent calendar month.
- (c) You hereby acknowledge and agree you will be unable to renew this Agreement for any further calendar month if Gilad has exercised its right to terminate this Agreement and your parking rights pursuant to section 13 of this Agreement.

Termination

- 13. You acknowledge and agree that this Agreement and your parking rights may be terminated by Gilad on the last day of any month by giving you at least twenty-one (21) days' advance written notice.

Breach of the Agreement

- 14. If you are in breach of any of the terms and conditions of this Agreement, you hereby grant Gilad the right, without providing any advance written notice, to immediately terminate this Agreement and your parking rights, issue a parking violation notice, tow your vehicle at your expense and pursue any and all other remedies available to Gilad by virtue of this Agreement and applicable laws, by-laws, regulations or other governmental ordinances from time-to-time in existence.
- 15. Gilad's parking lots are patrolled by third parties. Should you breach any of the terms and conditions of this Agreement, these third parties, reserve the right to:
 - (a) issue parking violation notices from the City of Ottawa or the City of Kingston as the case may be; and
 - (b) pursue any and all other remedies available to Gilad by virtue of this Agreement and applicable laws, by-laws, regulations or other governmental ordinances from time-to-time in existence.

Only the City of Ottawa or the City of Kingston as the case may be has the authority and power, in its sole and absolute discretion to revoke a parking violation notice that has been issued.

- 16. If you believe a parking violation notice has been issued in error, please notify Gilad at the contact information provided in section 27 of this Agreement. Gilad will then investigate the matter. Only if, in Gilad's sole and absolute discretion it determines that a parking violation notice has been issued in error, will Gilad submit a request to the City of Ottawa or the City of Kingston, as the case may be, to revoke a parking violation notice, but you acknowledge and agree that any final decision to revoke a parking violation notice rests solely with the City of Ottawa or the City of Kingston as the case may be. An error includes but is not

limited to circumstances where a parking violation notice has been issued but Gilad subsequently determines that in fact there have been no grounds for issuing that parking violation notice because there has been no breach of this Agreement.

17. Under no circumstance whatsoever will a parking violation notice be revoked if a vehicle is illegally parked in a fire lane or a designated accessible parking space.

Liability

18. Gilad and the Parking Lot owners assume no responsibility and shall have no liability whatsoever for and you hereby release and forever discharge Gilad, the Parking Lot owners and their respective successors and assigns from any property damage, personal or bodily injury, death, loss or damage of any other nature whatsoever including any loss or damage relating to your vehicle or its contents that may arise due to fire, theft, collision, negligence or gross negligence of Gilad, its agents or the Parking Lot owners or any other cause. You shall not make any claim or take any proceedings against any other person in respect of the claims hereby released who might claim contribution from or be indemnified by Gilad, its agents or any Parking Lot owner. All of your property kept on the Parking Lot will be so kept at your sole risk and you shall indemnify and save harmless Gilad, its agents and the Parking Lot owners from any claims arising out of any damage to such property including, without limitation, any subrogation claims by your insurers.

Use of the Parking Lot

19. You shall not park or store in any area of the Parking Lot any vehicles that are unlicensed, uninsured, abandoned or inoperable. No commercial vehicle, recreational vehicle, boat, trailer, or camper with or without sleeping accommodations shall be parked or stored in any area of the Parking Lot. Further, you shall not park in any area of the Parking Lot any vehicle that, in the opinion of Gilad, poses any kind of hazard or has hazardous content.
20. At no time will you permit to be done any repairs or maintenance of any kind to any vehicle in any area of the Parking Lot. You shall not use any area of the Parking Lot for washing your vehicle, for the general storage of your vehicle for any period greater than forty-eight (48) hours, for playing any sound system, for barbecues, for vehicles parked for the principal purpose of promotional activities or advertising, or for any other purpose other than the parking of your vehicle.
21. Your vehicle must be parked only in a marked stall or if applicable, in your assigned parking space. If another vehicle is found in your assigned parking space, please contact the Gilad office immediately and Gilad will resolve the issue.
22. You shall not park your vehicle in more than one parking space at the same time. You shall not, with your vehicle or otherwise, block or impede any entrance to or exit from the Parking Lot, or any pay and display machines or parking meters. You shall not park in any designated accessible (wheelchair) spaces without the *bona fide* use and display of an appropriate permit issued by the Ministry of Transportation.
23. Gilad's parking lots include accessible spaces for *bona fide* use by holders of appropriate permits issued by the Ministry of Transportation, but unfortunately we cannot reserve specifically for such parking spaces.

24. You shall keep your vehicle locked and secure at all times while it is parked on the Parking Lot. You shall not keep any unaccompanied children or pets in your vehicle on the Parking Lot.

Signage in the Parking Lot and Rules and Regulations

25. You are subject to any and all additional terms and conditions displayed on the signage of the Parking Lot and are subject to any and all of the rules and regulations of Gilad. You agree to follow the instructions of Gilad personnel attending to the Parking Lot.

Privacy Policy

26. The current terms and conditions of the Privacy Policy of Gilad, which are subject to change from time-to-time, governs the collection, use and disclosure of your personal information by Gilad (the "**Privacy Policy**"). You acknowledge and agree to be bound by the Privacy Policy which is hereby incorporated into and constitutes part of this Agreement. A current version of the Privacy Policy is accessible online at www.giladparking.com or by writing to Gilad using the contact information provided in section 27 of this Agreement.

Notice

27. Any notice to be given under this Agreement shall be in writing and given by: (i) personal delivery (including by prepaid private courier); (ii) registered or certified mail, postage prepaid; (iii) facsimile transmission; or (iv) electronic mail, as follows:

to Gilad

1801 Woodward Drive

Ottawa, ON K2C 0R3

Attention: Kate Pilon

Tele: • (613) 727 4011 during Normal Business Hours
 • (613) 292 8987 outside of Normal Business Hours

Fax: (613) 225-6737

Email: kpilon@arnon.ca

and

to you, at the contact information you provided in your online account at www.monthly.giladparking.com

or to such other person or address as may be designated by written notice from either party to the other. Any notice is deemed to have been given and received: (i) if sent by personal delivery (including by prepaid private courier), then on the date of receipt; (ii) if sent by mail, then three (3) Business Days after mailing unless prior to the deemed receipt there shall have occurred an actual or threatened interruption of postal services in which event the notice shall not be deemed to have been received until it has actually been received; or (iii) if sent by facsimile transmission or electronic mail during Normal Business Hours, then on the date of transmission or if sent by facsimile transmission or electronic mail outside of Normal Business Hours, then on the following Business Day. For the purpose of this section 27, "**Business Days**" shall mean any of the days from Monday to Friday of each week inclusive unless such day is a statutory holiday, and "**Normal Business Hours**" shall mean the hours from 7:00 AM to 4:30 PM on Monday to Thursday of each week and from

7:00 AM to 1:00 PM on Friday of each week unless any of such hours fall on a statutory holiday.

Corporate Customers

28. If you are entering into this Agreement on behalf of a corporation to obtain parking privileges for one or more individual parkers, you represent and warrant to Gilad that you are an authorized signatory for that corporation. You agree to provide a copy of this Agreement and its terms and conditions and take all steps necessary to ensure that your parkers are aware of, and agree to abide by, the terms and conditions of this Agreement, other than those regarding fees being paid by the corporation on the parker's behalf. You further agree that in the event of a breach of any of the terms or conditions of this Agreement by an individual parker to whom you have granted parking privileges under this Agreement, Gilad may, without limitation and without notice to you, terminate this Agreement and your parking rights, charge the individual parker the regular daily rate, issue a parking violation notice, tow his or her vehicle at his or her expense, and, at the sole discretion of Gilad, pursue any and all other remedies available to Gilad by virtue of this Agreement and applicable laws, by-laws, regulations or other governmental ordinances from time-to-time in existence.

Miscellaneous

29. Gilad does not guarantee the availability of parking at the Parking Lot at all times because parking spots are provided on a first come, first serve basis to individuals satisfying the eligibility criteria for the Parking Lot as determined by Gilad in its sole and absolute discretion. Your selected Parking Lot may, from time-to-time, be unavailable for reasons including, but not limited to, late arrival, excessive demand because of special events or conferences, repair or maintenance activities, cleaning, construction, weather conditions, snow fall, emergencies or events of force majeure. In such cases, you will have no recourse against Gilad and will not be entitled to any abatement of your Parking Fee.
30. If you have signed a Parking Application/ Agreement (the "**Application**") at the Gilad office to purchase your Parking Pass, you acknowledge and agree to be bound by such Application which is hereby incorporated into and constitutes part of this Agreement.
31. Gilad does not warrant or make any representations as to the security of the website of www.monthly.giladparking.com nor does it warrant that functions or materials accessible from or contained in that website will work uninterrupted or error free, that defects will be corrected or that such website is free from viruses or other harmful elements.
32. You acknowledge and agree that you are responsible for maintaining the confidentiality of any passwords associated with any account you use to access or use the website of www.monthly.giladparking.com and that you will be solely responsible to Gilad for all activities that occur under your account. If you become aware of any unauthorized use of your password or your account, you shall notify Gilad immediately.
33. To purchase a license for the use of a parking space from Gilad under this agreement or otherwise, you must, if you are an individual acting on your own behalf or representing another individual, be at least 18 years of age and be legally capable of contracting.

34. Gilad reserves the right to waive any of the terms and conditions of this Agreement from time-to-time in its sole discretion. Any such waiver on one occasion will not be construed as a general waiver, or waiver of the same term on a subsequent occasion.
35. This Agreement and its terms and conditions are subject to change by Gilad from time-to-time by providing you with advance written notice of twenty-one (21) days. By continuing to pay the Parking Fee to purchase a Parking Pass, you acknowledge and agree that you are accepting any revised terms or conditions of this Agreement.
36. If any provision of this Agreement is found to be illegal or not enforceable, it or they shall be considered separate and severable from this Agreement and the remaining provisions shall remain in full force and be binding upon the parties hereto as though the said provision or provisions had never been included. Whenever a word importing the singular or plural sense or the male or female sense is used such word shall include its counterpart and the appropriate grammatical changes shall be made.
37. The headings of all sections are inserted for convenience of reference only and shall not affect the interpretation of this Agreement.
38. This Agreement and the transactions contemplated by it shall be interpreted, governed and enforced in accordance with the laws of the Province of Ontario.
39. You acknowledge and agree that this Agreement represents the entire Agreement between you and Gilad and that there have been no promises, representations, conditions, or understandings, written or verbal, express or implicit of any nature whatsoever, other than what is stipulated herein.