



PARKING TERMS & CONDITIONS

The following Terms and Conditions form a part of your monthly parking agreement (the "Agreement") with the member of Onni Property Management Serviced Ltd. dba Seymour Parking Management, that operates your selected parking facility ("us" or "we").

- 1. Either party can terminate this Agreement with a <u>minimum</u> of one full calendar's month cancellation notice. Verbal notices will not be accepted.
- 2. <u>Effective June 1st, 2024</u>, all monthly parking payments will require one month deposit when signing up for monthly parking.
 - a. We will begin to invoice/bill on the first day of every month. Please note, customers will no longer be billed one month in advance.
 - b. Parking rate(s) are subject to change by us upon 30 days written notice.
- 3. Monthly parking payments require '*Automatic Credit Card Charges*' to be selected. Failure to adhere to this payment option may result in your monthly parking being cancelled without notice.
- 4. You agree to pay a deposit and/or non-refundable service activation fee for use of a permit and/or access device. Service activation fees are non-refundable and non-transferable. Deposits do not bear interest and will be refunded if you return the permit and/or access device to us within seven days of termination of this Agreement. Otherwise, deposits will not be refunded and are non-transferable. A new deposit and/or activation fee will be charged for replacement of lost or stolen permits or access devices.
- 5. The license plate(s) registered on your account is your primary parking credential. Accordingly, you agree to ensure that your license plate information in your account is kept up to date at all times. Depending on your lot, you may also be issued access devices (including cards, keys and remote controls) and/or be required to display a permit. License plates, devices and permits are valid only for the parking facility for which they are designated. To change your license plate information, please access your account online. Without this, your parking privileges are not transferable between vehicles. Only one vehicle using your decal or access device may be present in the parking facility at any given time.
- You agree to ensure the address, contact, payment, vehicle, and license plate information associated with your account is accurate and up to date at all times. Please update your account online.
- 7. Misuse of permits and/or access devices, including failure to keep your license plate information in your account current, will be considered a breach of this Agreement. Examples of such breaches include use of a permit by a vehicle bearing another license plate number, or by more than one vehicle at a time, or if a permit or access device is used to admit more than one vehicle





at a time into the parking facility. If a breach occurs, we may charge the applicable daily rate (in addition to the monthly charges), revoke the permit immediately, issue a Payment Notice, and/or tow the vehicle(s) involved, in addition to any other remedies available to us.

- 8. We make no representation of the suitability of the Parking Area for storage of any vehicles without any damage occurring to such vehicles. You must conduct all necessary inspections to ensure the Parking Area is suitable for the parking of the Vehicle. We will not be responsible for any loss or damage to any vehicle parked in the Parking Area, or on the Landlord's property.
- 9. It is agreed that you will only park the Vehicle in the Parking Area. The Agreement shall not be construed as permitting the parking of any additional vehicles, or replacement of the Vehicle with another vehicle without landlord's written permission, and completion of a new parking agreement.
- 10. You will use appropriate caution and comply with all applicable laws and any such rules set out by us, as may be changed from time to time at our discretion, when gaining access to, egress from, and using the Parking Area both with and without the Vehicle. You will be liable for any damage to the Parking Area or other vehicles caused.
- 11. Arrears and late payments will be subject to a \$25/month late fee. Payments not received by the 5th of the month may result in the immediate termination of the Agreement, at the sole discretion of the landlord, and the ticketing and/or towing of the Vehicle from the Parking Area, at the expense of the vehicle owner(s).
 - a. All parking invoice(s) are to be billed one month in advance.
 - b. Credit cards only valid as a method of payment unless authorized by landlord.
- 12. You agree that:
 - a. Unlicensed or inoperative vehicles may not be stored on our property or in the Parking Area.
 - b. Unidentified vehicles, unlicensed vehicles, and/or, vehicles in unpaid parking stalls will be towed away at the owner and/or your expense.
 - c. Storage insurance is not acceptable.
 - d. Campers, trailers, 5th wheelers, scooters, and or any other recreational vehicle(s) are not permitted to be parked on our property or in the Parking Area without our prior written consent.
 - e. Any power supplied in the parking facility for electrical vehicles or other, is provided as a customer service only and use is at your sole risk. Only those paying for power usage are permitted to use these facility power sources.
 - f. We are not responsible for any injury, loss or damage to you or your vehicle or its contents.
 - g. The parking of unlicensed or uninsured vehicles, the general storage of vehicles (i.e., parking for more than 24 hours at a time), and the repair or maintenance of vehicles in the parking facility is prohibited. Further, the parking of vehicles that we reasonably





believe to pose any kind of hazard or have hazardous contents is also prohibited. Vehicles parked for the principal purpose of promotional activities or advertising are

- h. prohibited and may be towed or otherwise removed from the lot at the owner's expense.
- i. We do not guarantee the availability of parking at your selected lot at all times. Your selected lot may, from time to time, be unavailable for reasons including, but not
- j. limited to, late arrival, excessive demand due to special events or conferences, repair or maintenance activities, construction, emergencies or events of force majeure. In
- k. appropriate cases, we will endeavor to use reasonable efforts to relocate you to another one of our parking facilities for the period your selected location is unavailable.
- I. Vehicle(s) must parked in marked parking stall only.
- m. Storage of any items other than the Vehicle is not permitted in the Parking Area.
- 13. No washing or repairing the Vehicle or any other vehicle is allowed in the Parking Area or on the property unless written permission has been granted in advance by the us.
- 14. We reserve the right to waive any of these Terms and Conditions from time to time in our 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.
- 15. These Terms and Conditions are subject to change by us from time to time.