

Secure Bicycle Storage Room Application & Agreement

June 01, 2024 to March 31, 2025 Term

E-mail this completed form to mahmoud.kassaei@group-indigo.com before June 1st, 2024, to enter the lottery for the secure bicycle storage program. Spaces remaining available after the lottery will be issued on a first-come, first-served basis.

Payment is not required until you receive notification until your application has been approved and your bicycle tags are available for pickup.

Questions? Call 416-964-0731 or e-mail mahmoud.kassaei@group-indigo.com

Applicant Name: _____

Company Name: _____ Suite: _____

Work Telephone: _____ Work Email: _____

Mobile Telephone: _____ Personal Email: _____

Bicycle Make/Colour: _____ Bicycle Serial Number: _____

The fee to use the Secure Bike Storage Room is \$50 including HST for June 1, 2024 to March 31, 2025.

The above named applicant (the "Licensee"), as an employee of the above named Company, hereby irrevocably acknowledges and agrees that upon approval of this Application and Agreement by the owner and/or manager (collectively, the "Licensor") of 2 Bloor East Parking Facility (the "Property"), which approval shall be deemed to have occurred only upon issuance of a bicycle tag to the Licensee, the Licensee shall abide by all of the rules and regulations established from time to time by the Licensor, including, but not limited to, the following and those listed on the reverse:

- a) The license is for the use of one (1) bicycle parking space by the Licensee, and accordingly the use of the space shall be restricted to the Licensee and the bicycle described above. The bicycle tag must be affixed to the bicycle's crossbar at all times when in the secure bicycle cage. The Licensee shall not be entitled to assign or sublicense this license or part with possession of its bicycle tag. Any attempts of fraudulent use of the bicycle tag and/or the rights granted herein may result in the immediate termination of this Agreement. The Licensee acknowledges that availability is

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On a “first come, first serve” basis and that there is no guarantee that a parking space will be available for the Licensee’s use.

- b) Charges are for the use of the parking space only, and are subject to change from time to time. The Licensor, its employees, agents and for those whom it is legally responsible for shall not, under any circumstances whatsoever, be responsible for any loss or damage to any bicycle or its accessories regardless of who caused the loss or damages or how it occurred, including without limitation negligence of the aforementioned persons or theft. The use of the parking space is at the sole risk of the Licensee and the responsibility for insuring against any loss of or damage to the bicycle and its accessories remains with the Licensee who hereby waives on behalf of itself and its insurers any rights of subrogation against the Licensor, its employees, agents and for those whom it is legally responsible.
- c) The Licensee shall indemnify the Licensor, its employees, agents and for those whom it is legally responsible against all liability, claims, damages or expenses due to or arising out of any act, omission or neglect by the Licensee or anyone for whom it is legally responsible, in, on or about the Property or due to or arising out of any breach by the Licensee or anyone for whom it is legally responsible of the provision of this Agreement or any rules or regulations established from time to time by the Licensor.
- d) Either party may terminate this Agreement upon one month’s advance written notice to the other. Fees are not prorated for any non-use of parking privileges, unavailability of parking spaces or mid-season cancellation of this Agreement or any other reason.
- e) The Licensor may have the Licensee’s bicycle removed at the Licensee’s expense if the bicycle is, in the Licensor’s sole opinion, illegally parked, blocking another bicycle or parked in such a manner that creates an unsafe condition or if the bicycle remains **unmoved for more than 36 consecutive hours**. The Licensor may otherwise have the Licensee’s bicycle removed in the event of an emergency. In all such cases, the Licensor’s right shall include, but not be limited to, cutting or otherwise removing any locking mechanism affixed to the bicycle, and the Licensee hereby releases the Licensor with respect to any costs for or damage relating to such removal.
- f) Upon approval of this application, the Licensee will be issued a bicycle tag and the secure bicycle cage lock combination to grant access to the secure bicycle cage. Lost or stolen bicycle tags must be reported to the Licensor immediately for a new tag to be issued. An additional fee may be charged for a replacement bicycle tag.

THIS DOCUMENT REPRESENTS THE AGREEMENT BETWEEN THE LICENSOR AND THE LICENSEE. THE LICENSEE’S COMPLETION AND SUBMISSION OF THIS APPLICATION AND ACCEPTANCE OF THE BICYCLE TAG SHALL BE DEEMED THE LICENSEE’S ACCEPTANCE OF THE TERMS AND CONDITIONS STATED HEREIN.

Licensee Signature: _____ Date: _____

Licensor Signature: _____ Date: _____

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Date Received: _____ *Payment Received:* _____

Tag Number: _____ *Date Issued:* _____

RULES & REGULATIONS

1. Rules governing the use of the secure bicycle cage will be strictly enforced. Contravention may result in revocation of parking privileges.
2. Only the Asquith Avenue ramp should be used to enter/exit the parking garage. Bicycles must be walked when entering and exiting the garage. Cyclists must keep to the side of the ramp facing oncoming traffic when entering and exiting.
3. Extreme care must be exercised at all times when entering or leaving the parking garage, and when accessing the secure bicycle cage. Moving vehicles are always present.
4. Bicycles are not permitted in building or parking garage elevators (either passenger or service elevators), or in the office tower lobby, at any time.
5. The Licensee is not guaranteed bicycle rack space in the secure bicycle cage. If full, bicycles should be secured to the public bicycle racks on level P1 or P2 of the Asquith parking garage.
6. Users of the secure bicycle cage do so at their own risk. The Licensor does not accept any responsibility for any loss or damage to bicycles while in the parking garage.
7. No personal items, locks, helmets or equipment can be stored in the secure bicycle cage when the Licensee's bicycle is not present.

CONTACTS & SECURITY

Assistance from Security or Parking Attendant is available at any time from the emergency assistance stations located throughout the garage.

Indigo Parking Office: P1 Level of the Asquith Garage; 416-964-0731; mahmoud.kassaei@group-indigo.com

Building Security: Office Tower Lobby; 416-928-90528 2blooreast.security@brookfieldproperties.com

Building Management Office: Suite 320; 416-963-2424 or
2blooreast.managementoffice@brookfieldproperties.com

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Getting to the ASQUITH GARAGE secure bicycle cage:

- Enter at Asquith Avenue Parking Garage entrance (Adjacent to shipping/receiving)
- Bike/Walk up to P1 Level following signage for Exit
- Bike Storage Room is located across from the ticket machines and parking office.
- To exit, use the exit ramp to Asquith Avenue

