

Bicycle Storage Agreement – Eighth Avenue Place (the "Agreement")

This is an agreement for bicycle storage at Eighth Avenue Place located at 525 – 8th Avenue SW, Calgary, Alberta (the "Project"). The Project's parkade (the "Parkade") contains bicycle storage hooks on the second level of the Parkade (the "Bicycle Storage Area") available for use by tenants of the Project and their employees (the "Users").

I. User Contact Information

First Name: _____ Last Name: _____
Company: _____
Address: _____
Email: _____
Phone Number: _____ Cell Number: _____

II. Bicycle Information

Manufacturer: _____ Serial Number: _____
Model Year: _____ Color: _____
Additional Info: _____

III. Terms & Conditions

Please read the following Terms and Conditions carefully. In consideration of your unlimited use of the Bicycle Storage Area, you hereby acknowledge and agree as follows:

1. Use – The Bicycle Storage Area is not a public facility but is for the exclusive use of Users who are specifically authorized by Hines Canada Management Company II ULC on behalf of Immeubles SNPL Inc. / SNPL Properties Inc., ARI 8AP GP Inc., as General Partner for and on behalf of, ARI 8AP Investments LP, and Penny Lane II Limited Partnership, by its General Partner Penny Lane Shopping Centre Ltd. (collectively the "Landlord") to use the Bicycle Storage Area.
2. Risk – You understand that other users of the Bicycle Storage Area may inadvertently or purposefully damage or remove any and all contents of the Bicycle Storage Area. **YOUR USE OF THE BICYCLE STORAGE AREA WILL BE ENTIRELY AT YOUR OWN RISK.**
3. Fee – You will pay an annual fee of one hundred dollars (\$100.00) plus GST per Bicycle Storage Area hook (the "Fee"). The Fee is payable upon your acceptance of the Rules and Regulations, and once payment is made, no refunds are permitted. The Fee is subject to change by the Landlord or its authorized representative upon one (1) months' notice. Acceptable methods of payment include credit card (Mastercard, Visa and American Express).
4. User Information – You will ensure that the contact and bicycle information provided above is accurate and up to date at all times.
5. Termination – You and the Landlord may terminate this agreement upon one (1) months' notice to the other party. However, if you are in breach of this Agreement, the Landlord reserves the right to suspend or cancel your bicycle storage privileges and/or terminate this Agreement.
6. Rules and Regulations – You agree to observe and comply with the Rules and Regulations set out in Schedule A of this Agreement.



Parkade Management Office

Parkade Level 1 Entrance, Eighth Avenue Place, 525 – 8 Avenue S.W., Calgary, Alberta, T2P 1G1
Tel: 403-592-2874 Email: eap.parking@hines.com

7. Release – You, on behalf of yourself, your heirs, next of kin, dependents, representatives, successors, executors, administrators, assigns and any other person or entity acting on your behalf, forever release Immeubles SNPL Inc. / SNPL Properties Inc., ARI 8AP GP Inc., as general partner for and on behalf of, ARI 8AP Investments LP, and Penny Lane II Limited Partnership, by its general partner Penny Lane Shopping Centre Ltd., Hines Canada Management Co. II ULC, and all of their respective employees, officers, directors, managers, members, agents, affiliates, owners, partners, contractors, representatives, instructors and volunteers (the "Released Parties") from any and all actions, causes of action, contracts (whether express or implied), claims and demands, including any claims for breach of any duty of care, statutory or otherwise, for loss of life, personal injury, damage to property or any other loss or injury, which you have ever had, now have or hereafter will have against the Released Parties by reason of or related to this Agreement or your use of the Bicycle Storage Area.
8. Indemnity – You agree to indemnify and hold harmless the Released Parties from any and all losses, claims, actions, damages, liabilities and expenses, including legal fees, incurred by any of the Released Parties in connection with loss of life, personal injury, damage to property or any other loss or injury arising from this Agreement, any occurrence in the Bicycle Storage Area, your use of the Bicycle Storage Area, or occasioned wholly or in part by any act or omission by you or anyone permitted to be in the Bicycle Storage Area or the Parkade by you; provided, however, that the foregoing indemnification shall not apply to any loss or injury caused by the gross negligence or willful misconduct of any of the Released Parties.
9. Limitation of Liability – Any liability of an owner of the Project (an "Owner") under this Agreement shall be limited to its interest in the Project from time to time. If the Owner consists of more than one person, the liability of such Owner shall be several and limited to its percentage interest in the Project.
10. Assignment – You covenant and agree not to assign this Agreement or any interest herein without the prior written consent of the Landlord.
11. Governing Law – This Agreement shall be governed by the laws and courts of the Province of Alberta and the laws of Canada applicable therein.
12. Entire Agreement – This Agreement encompasses all of the Terms and Conditions relating to your use of the Bicycle Storage Area. Except as contained herein, you are not relying on any oral or written representations or warranties made by any of the Released Parties in connection with your use of the Bicycle Storage Area.
13. Severability – If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions hereof, and each provision is hereby declared to be separate, severable and distinct.

YOU UNDERSTAND THAT, BY SIGNING YOUR NAME BELOW, YOU: (I) AGREE TO BE BOUND BY AND TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT; AND (II) ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE WITH THE CONTENTS OF THIS AGREEMENT.

User Signature: _____

Date: _____

For Parkade Management Office Only:

Access Card: _____

Work Order No.: _____

Bicycle Permit No.: _____



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Schedule A Rules and Regulations

- a. Subject to closure from time to time by the Landlord or its authorized representative for the purposes of maintenance, repair, renovation, or construction of the Project, including but not limited to the Bicycle Storage Area or Parkade, the Bicycle Storage Area will be accessible by Users at all hours.
- b. The Bicycle Storage Area is for the use by the Users only. Friends, relatives and visitors of Users are not permitted to use the Bicycle Storage Area.
- c. Each tenant of the Project is responsible for controlling and monitoring access to the Bicycle Storage Area, ensuring access cards are issued only to employees of the tenant and prohibiting such employees from lending their access cards to non-employees.
- d. The User's bicycle must be secured using a proper lock-up method (frame to wheel) in the Bicycle Storage Area with the User's secured bicycle lock (u-lock).
- e. A Bicycle Permit Number will be assigned to the User's bicycle and a Bicycle Permit sticker will be provided by the Landlord that the User must affix to their bicycle while using the Bicycle Storage Area. If the Bicycle Permit sticker is not visible, you will be contacted by the Parkade Management Office and required to adhere to the Rules and Regulations.
- f. Upon execution of this Agreement, the User will have access to the Project's Bicycle Shower and Locker Facility and may access this area with the User's building access card. Towel service is available and lockers are for day use only. Do not leave personal belongings overnight as they will be automatically transferred to the Project's Lost and Found Department without notice or guarantee of return.
- g. The User must park their bicycle on the provided bicycle hooks only. If the hooks are full, the User shall inquire with the Landlord for the location of alternative secure bicycle storage areas. Users shall not block the entrance to the Bicycle Storage Area or position their bicycle in a manner that will impede others from entering or exiting the Bicycle Storage Area or Parkade.
- h. Smoking is not permitted in the Bicycle Storage Area.
- i. The Bicycle Storage Area is intended to be used by Users while they are present at the Project. Security is instructed to take inventory of any bicycles left in the Bicycle Storage Area overnight. Bicycles left in the Bicycle Storage Area will be sent a courtesy reminder and if left for more than three consecutive nights without prior permission from the Landlord will be removed without notice or guarantee of return.
- j. Users shall report any suspicious activity, vandalism or damage to the Landlord immediately.
- k. The only access permitted to and from the Bicycle Storage Area is via the 9th Avenue bicycle ramp. There is no 4th Street entrance or exit for bicycles. Bicycles are not permitted on vehicle entrance and exit lanes, or in the remainder of the Parkade. This is for the safety of all tenants and personnel of the Project.
- l. Each User must swipe their access card at the Bicycle Storage Area entrance and dismount and walk with their bicycle down the bicycle ramp for the safety of all Users, customers and Project's personnel.
- m. Any violations of these Rules and Regulations may result, at the discretion of the Landlord or its authorized representative, in cancellation of Bicycle Storage Area privileges.
- n. These Rules and Regulations are subject to change without notice by the Landlord or its authorized representative.



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