

AGREEMENT FOR PARKING MANAGEMENT SERVICE

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BETWEEN:

CARLETON CONDOMINIUM CORPORATION NO. 709  
Hereinafter called the "CORPORATION"

AND

CARLETON PARKING MANAGEMENT  
DIVISION OF 136845 CANADA LTD.  
Hereinafter called the "MANAGER"

WHEREAS the Manager is in the business of providing parking control services to the owners of the property. And whereas, the Corporation is desirous of retaining the Manager to provide such services.

NOW THIS INDENTURE WITNESS that the Manager will provide at and for the cost of \$100.00 per month for minimum of 20 patrols per month which are done at the discretion of the Manager; i.e. "DAY PATROL" (07:00 a.m. – 02:00 a.m.) which may be done any day during the week, including weekends; "NIGHT PATROL" (02:00 a.m. – 07:00 a.m.) which may be done any night during the week, including weekends. Price does not include H.S.T. The Corporation further covenants and agrees to pay the Manager one month in advance. Terms: Net 30 Days 2% Monthly (24% Yearly) on overdue accounts.

Registrations for visitor parking for periods of no more than three days in a seven day period will be taken by the Manager twenty-four hours a day, seven days a week. Registrations for extended visitor parking must be authorized by the Corporation, who will in turn register them with the Manager.

The Manager agrees to provide the following services during these patrols only: Vehicles will be warned, ticketed and/or towed for the following offenses when improperly or illegally parked on your property:

- a) failure to register vehicle in visitor parking between 2:00 a.m. and 7:00 a.m.;
- b) portion of vehicle parked on lawn area;
- c) vehicle occupying more than one parking space;
- d) vehicle parked on roadway;
- e) portion of vehicle obstructing roadway;
- f) parking a vehicle with an expired validation sticker.
- g) performing mechanical work on a vehicle
- h) obstructing work crew ex. snow removal, paving, line painting, sweeping etc. (visitor parking only);
- i) parking in a space reserved for the physically disabled without a permit;

- j) unauthorized parking in a reserved parking space
- k) RESIDENT or any unauthorized vehicle parked in visitor parking (this applies day or night).
- l) vehicles larger than ½ ton on the property.
- m) any vehicle parking on the property for more than 3 days in a 7 day period will be considered to be a resident vehicle and will not be permitted to park in visitor parking at any time.
- n) vehicles not moving for snow removal in all spaces once a month (optional)
- o) monitor all parking spaces for expired plates and or no plates once a month (optional)
- p) Monitoring all second car parking spaces (PM must supply updated list of all vacant spots.)

Vehicles parked in reserved parking areas in violation of items “g”, “h”, “i” and “j” are not monitored by the Manager. If any of these offenses occur, it is the responsibility of the Corporation to notify the Manager in writing whether they are to be WARNED, TICKETED OR TOWED when possible.

In a situation where a vehicle has parked more than three nights in a seven day period between the hours of 2:00 a.m. and 7:00 a.m., said vehicle is subject to a WARNING (over registration warning i.e. their parking privileges have been revoked and may only be reinstated by the Corporation), and/or TICKETED.

Three tickets must be issued within a six-month period before a vehicle can be towed. Offenders in visitor parking will be “TICKETED” on the first offense “TICKETED” on second offence and “TICKETED” and/or “TOWED” when possible on any occurrences thereafter. Offenders may be “WARNED”, “TICKETED” or “TICKETED” and “TOWED” when possible on the first offense for any of the offenses listed on Page One at the written request of the Property Manager. The Property Manager must indicate in writing the license plate number, color, make and location of the vehicle and whether it is to be “WARNED”, TICKETED” or “TICKETED” and “TOWED” when possible. It is the responsibility of the Corporation to pay all costs, if any for the removal of any vehicle on Corporation Property.

Tickets issued will be City Tickets. Tickets may be cancelled by the Property Manager within fifteen days only from the date of the offense. All cancellations must be verified with Carleton Parking Management prior to submitting a written cancellation request. Carleton Parking Management reserves the right to deny the ticket cancellation request after further reviewing the offense.

In this regard the Manager agrees to indemnify the corporation from any and all claims, actions and suits by any person for any losses, cost, damages, tickets and expenses arising out of personal injury, death, or damage to or loss of property,

due to negligence, caused, arising out of, or in any way connected with the performance by the Manager of services required by this agreement. The manager shall, at its own expense, during the term of this agreement, maintain an insurance policy for public liability and property damage with a minimum coverage of two million dollars (\$2,000,000.00) such policy to be non-deductible and to include blanket contractual liability and property damage on an occurrence basis.

All signs are provided by Carleton Parking, should the contract be terminated the signs remain property of Carleton Parking. Any missing or damaged signs will be willed to the "Corporation".

This agreement shall forthwith terminate if the Manager is judged bankrupt or a receiver is appointed due to Manager's insolvency.

The parties further covenant and agree that either party may cancel this agreement on giving thirty (30) days written notice to the other.

IN WITNESS WHEREOF the said parties hereto have hereunder set their hands and seals the day and year first written.

SIGNED, SEALED AND  
DELIVERED in the presence of

CARLETON CONDOMINIUM  
CORPORATION NO. 709

WITNESS

PER: \_\_\_\_\_  
PRESIDENT

CARLETON PARKING MANAGEMENT  
DIVISION OF 136845 CANADA LTD.

PER: \_\_\_\_\_  
PRESIDENT

AGREEMENT FOR PARKING MANAGEMENT SERVICE

THIS AGREEMENT made this \_\_\_ day of \_\_\_, 20\_\_.

BETWEEN:

CARLETON CONDOMINIUM CORPORATION NO. 709  
Hereinafter called the "CORPORATION"

AND

CARLETON PARKING MANAGEMENT  
DIVISION OF 136845 CANADA LTD.  
Hereinafter called the "MANAGER"

WHEREAS the Manager is in the business of providing parking control services to the owners of the property. And whereas, the Corporation is desirous of retaining the Manager to provide such services.

NOW THIS INDENTURE WITNESS that the Manager will provide at and for the cost of \$125.00 per month for a minimum of 20 patrols per month which are done at the discretion of the Manager; i.e. "DAY PATROL" (07:00 a.m. – 02:00 a.m.) which may be done any day during the week, including weekends; "NIGHT PATROL" (02:00 a.m. – 07:00 a.m.) which may be done any night during the week, including weekends. Price does not include H.S.T. The Corporation further covenants and agrees to pay the Manager one month in advance. Terms: Net 30 Days 2% Monthly (24% Yearly) on overdue accounts.

Registrations for visitor parking for periods of no more than three days in a seven day period will be taken by the Manager twenty-four hours a day, seven days a week. Registrations for extended visitor parking must be authorized by the Corporation, who will in turn register them with the Manager.

The Manager agrees to provide the following services during these patrols only: Vehicles will be warned, ticketed and/or towed for the following offenses when improperly or illegally parked on your property:

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- d) vehicle parked on roadway;
- e) portion of vehicle obstructing roadway;
- f) parking a vehicle with an expired validation sticker.
- g) performing mechanical work on a vehicle (visitor parking only);
- h) obstructing work crew ex. snow removal, paving, line painting, sweeping etc. (visitor parking only);
- i) parking in a space reserved for the physically disabled without a permit;

- (2)
- j) unauthorized parking in reserved parking space;
  - k) residents or any unauthorized vehicle parking in "Visitors" parking areas. (this applies day or night)
  - l) vehicles larger than ½ ton on the property
  - m) any vehicle parking on the property for more than 3 days in a 7 day period will be considered to be a resident vehicle and will not be permitted to park in visitor parking at any time.
  - n) vehicles not moving for snow removal in all spaces once a month (optional)
  - o) monitor all parking spaces for expired plates and or no plates once a month (optional)
  - p) Monitoring all second car parking spaces (PM must supply updated list of all vacant spots.)

Vehicles parked in reserved parking areas in violation of items "f", "g", and "h" are not monitored by the Manager. If any of these offenses occur, it is the responsibility of the Corporation to notify the Manager in writing whether they are to be WARNED, TICKETED OR TOWED when possible.

In a situation where a vehicle has parked more than three nights in a seven day period between the hours of 2:00 a.m. and 7:00 a.m., said vehicle is subject to a WARNING (over registration warning i.e. their parking privileges have been revoked and may only be reinstated by the Corporation), and/or TICKETED.

Three tickets must be issued within a six-month period before a vehicle can be towed. A "WARNING" will be issued to first time offenders in visitor parking. Offenders in visitor parking will be "TICKETED" and/or "TOWED" when possible on any occurrences thereafter. Offenders may be "WARNED", "TICKETED" or "TICKETED" and "TOWED" when possible on the first offense for any of the offenses listed on Page One at the written request of the Property Manager. The Property Manager must indicate in writing the license plate number, color, make and location of the vehicle and whether it is to be "WARNED", "TICKETED" or "TICKETED" and "TOWED" when possible. It is the responsibility of the Corporation to pay all costs, if any for the removal of any vehicle on Corporation Property.

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In this regard the Manager agrees to indemnify the corporation from any and all claims, actions and suits by any person for any losses, cost, damages, tickets and expenses arising out of personal injury, death, or damage to or loss of property, due to negligence, caused, arising out of, or in any way connected with the

performance by the Manager of services required by this agreement. The manager shall, at its own expense, during the term of this agreement, maintain an insurance policy for public liability and property damage with a minimum coverage of two million dollars (\$2,000,000.00) such policy to be non-deductible and to include blanket contractual liability and property damage on an occurrence basis,

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