

FLEX PASS TERMS AND CONDITIONS

The following terms and conditions constitute the Contract:

1. **Definitions:** In this Contract, capitalized terms shall have the meanings ascribed to them in Schedule “A” attached hereto.
2. **Contract Term:** This Contract shall commence as at the effective date noted in this Contract and shall automatically renew on the last day of each calendar month for successive one (1) month periods until terminated by Customer in accordance with the provisions of Section 15 or terminated by Calgary Parking in accordance with the provisions of Section 14 or Section 25 of this Contract.
3. **Payment of Parking Fees:** Parking Fees for the first Contract Month shall be paid upon execution of the Contract by Customer. Parking Fees for subsequent Contract Months shall be charged or automatically withdrawn, as the case may be, on the first (1st) day of each Contract Month that the Contract is automatically renewed. Any outstanding amounts will accrue interest at a rate of two percent (2%) per month. Calgary Parking may increase or otherwise change the Parking Fees in its sole discretion by providing Customer with one month's written notice to Customer in accordance with Sections 23 and 24 of this Contract. GST and any other applicable taxes will be charged in addition to the Parking Fees.
4. **Payment Method:** Parking Fees may be paid through automatic bank withdrawals or through pre-authorized payments made on Customer's credit card. Customer shall be required to complete either the Banking Information section, or the Credit Card Payment Pre-Authorization section, of this Contract and provide accurate information for automatic bank withdrawals or pre-authorized credit card payments.

Any invalid or returned payments are subject to one or all of the following actions:

- (a) An administrative fee of \$25.00, which amount is subject to change by Calgary Parking without notice.
 - (b) Removal of the Customer's Licence Plate(s) from the system which may result in enforcement actions being taken by Calgary Parking, including ticketing and/or impounding of the vehicle for nonpayment of parking, at the Customer's sole risk and expense.
 - (c) Cancellation of the Contract in its entirety.
5. **Expiry of Parking Sessions:** Parking Sessions may only be used during the Contract Month in which they were purchased and credited to Customer. Any Parking Sessions that remain unused at the end of the Contract Month shall expire at the conclusion of the Contract Month and shall in no event be carried over, claimed or otherwise used by Customer in subsequent Contract Months. The Customer shall not receive any refund or credit of Parking Fees for any unused Parking Sessions.
 6. **Parking Stall:**
 - (a) Provided that this Contract is still in force and Customer is not in breach of its obligations under this Contract, and subject to the requirements set out at Section 7, Customer shall be permitted to park one Listed Vehicle per Parking Session per day within the Parking Lot stipulated in the Contract.



- (b) No Reserved Stall shall be assigned to the Customer pursuant to this Contract. The Customer shall park in a Parking Stall with a green overhead indicator light, or a blue overhead indicator light if they are entitled to park in an Accessible Parking Stall. If there are no overhead indicator lights in the Parking Lot, then the Customer may park in a Parking Stall that is not a Reserved Stall.
- (c) Customer must enter into separate contracts with Calgary Parking to purchase Parking Sessions in other parking facilities that are not the Parking Lot. Customer shall not be entitled to purchase more than one Flex Pass Parking Contract at one time for the same Parking Lot.

7. Permitted Access and Use:

- (a) Customer may register up to three (3) Licence Plates on a single Parking Contract by accessing the Flex Pass Website (URL for the Flex Pass Website is found in the definitions below). Customer may only designate one Licence Plate per day as an Active Licence Plate pursuant to the Contract.
- (b) Customer shall be solely responsible for ensuring that, prior to starting any Parking Session, the Licence Plate that will be using said Parking Session has been designated as the Active Licence Plate on the Flex Pass Website. Failure to do so prior to noon on the day in which the Parking Session is used may result in the ticketing and/or the impounding of any vehicles that are parked in Parking Stalls and that are not Listed Vehicles, at the Customer's sole risk and expense.
- (c) The Customer must use the Parking Lot for the sole purpose of parking a Listed Vehicle, and for no other purpose whatsoever. For clarity, the Customer must not use the Parking Lot or any Parking Stall for any commercial, recreational, or other non- permitted purposes.
- (d) The Customer acknowledges and agrees that an administrative fee may be charged to the Customer if the Customer fails to update the Licence Plates or Active Licence Plates on the Flex Pass Website as required pursuant to Section 7(a) of this Contract. The administrative fee shall not exceed five percent (5%) of the total monthly fee for this Contract.
- (e) A Motor Vehicle must not be backed into a Parking Stall unless it is an actively charging Electric Vehicle.
- (f) The Customer acknowledges and agrees that a Listed Vehicle may be ticketed and/or impounded at the Customer's sole risk and expense if:
 - (i) the Customer has parked more than one Listed Vehicle in a Parking Lot at any given time;
 - (ii) the Customer has failed to designate the Active Licence Plate for the Parking Session on the Flex Pass Website as contemplated by Section 7(b);
 - (iii) the Motor Vehicle is backed into a Parking Stall, or its Licence Plate is obscured, obstructed or otherwise not visible to Calgary Parking's automated enforcement devices or enforcement officers, or the Motor Vehicle is otherwise parked in a manner contrary to applicable law;
 - (iv) the Customer has, without payment, parked in excess of the number of Parking Sessions available to the Customer as per the Contract, or;



(v) the Customer fails to adhere to any other requirement set out in this Contract, or any posted rules at the Parking Lot.

(g) Additional rules of use may be posted at the Parking Lot. In addition to complying with the terms and conditions of this Contract, the Customer shall obey all signs, notices, instructions and rules posted at the Parking Lot. Signs, notices, instructions, and rules may include, but are not limited to, speed restrictions, stop signs, yield signs, height restrictions and parking restrictions.

8. Access Card: In conjunction with this Contract, Calgary Parking may, in its discretion, provide the Customer with an Access Card. The Customer understands and acknowledges that the Access Card shall at all times remain the sole and exclusive property of Calgary Parking.

In addition to the foregoing, the Customer shall be required to return to Calgary Parking, at the Customer's sole expense, any Access Card(s) in the Customer's possession within seven (7) calendar days of the termination of the Contract. All Access Card(s) must be returned, either in person or by mail or courier, to the Calgary Parking offices at 400 39 Avenue SE, Calgary, AB T2G 5P8.

9. Lost, Stolen, Damaged or Unreturned Access Cards: Should a Customer require a new Access Card as a result of it being lost, stolen or damaged, Calgary Parking may issue a new Access Card. Customer further agrees that they shall return their Access Card to Calgary Parking upon the termination of this Contract.

10. Prohibited Use: Motor Vehicles powered by propane are permitted to use surface parking lots, Lot 25, City Centre, and Lot 62, Platform only (provided they are eligible for the "Flex Pass" program) and are prohibited from entering and using any other enclosed or underground parking lots. The Customer is solely responsible to ensure that the Parking Lot is suitable for the Listed Vehicle. Listed Vehicles which are unregistered, uninsured, pose a hazard or contain hazardous materials are strictly prohibited from entering and using the Parking Lot. Any repair or maintenance of Listed Vehicles in the Parking Lot is also prohibited, with the exception of repair or maintenance undertaken by Calgary Parking.

11. Accessible Parking Stalls: A Customer shall not park in an Accessible Parking Stall unless a valid and appropriate permit is displayed at the front of the Motor Vehicle or on its Licence Plate. Any Listed Vehicle found parking in an Accessible Parking Stall without a valid and appropriate permit displayed may be ticketed and/or impounded at the owner's sole risk and expense.

12. Personal Injury, Property Damage and Indemnity: In the case of any personal injury or any damage to the Parking Lot or to property of others, the Customer must immediately report the incident and any injuries or damages to Calgary Parking Security at (403) 537-7006 or by email to monthlyparking@calgary.ca, and provide the information requested.

The Customer is solely responsible for any damage, loss, injury or death caused by the Customer to the Parking Lot, the property of others, other drivers or other users of the Parking Lot. The Customer shall indemnify, defend, and save harmless Calgary Parking and its employees, officials, directors, officers and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, legal fees, costs and expenses of whatsoever kind in any manner directly or indirectly caused or contributed to, in whole or in part, by reason of error, omission, wrongful act, or fault, whether active or passive, of the Customer.



13. Limitation of Liability: Any Motor Vehicle or Motorcycle parked or operated in the Parking Lot shall be parked or operated solely at the risk of the Customer.

Furthermore, in certain parking lots, EV charging stations may be available for use by electric vehicles. Any use of an EV charging station located in the Parking Lot is done solely at the risk of the Customer. Calgary Parking shall not be responsible in any way for any power outages, power surges or ground faults at EV charging stations, nor for any bodily injury or damage to property that may result from Customer's use of an EV charging station located in the Parking Lot.

Calgary Parking, its employees, officials, directors, officers, agents or contractors, shall not be liable for any damage, loss, injury or death caused to any Motor Vehicle or Motorcycle, the Customer, the Motor Vehicle or Motorcycle operator or any other occupant thereof, or any other person unless such damage has resulted from the gross negligence or willful misconduct of Calgary Parking, its employees, officials, directors, officers, agents or contractors.

Calgary Parking, its employees, officials, directors, officers, agents, and contractors shall not be liable in any way whatsoever in the event that any damage, loss, expense or inconvenience is caused by reason of any Motor Vehicle or Motorcycle being removed, towed or impounded pursuant to the terms and conditions of this Contract.

14. Termination for Customer Breach:

- (a) Any of the following actions by the Customer constitutes a breach of the terms and conditions of this Contract, whether one or more of these actions exists:
- (i) violating any terms or conditions of this Contract;
 - (ii) defaulting on any payment;
 - (iii) failure to update the Licence Plates on the Flex Pass Website;
 - (iv) repeated parking of more than one Listed Vehicle in the Parking Lot at any given time; and
 - (v) repeated parking of a Listed Vehicle in a Parking Stall more than the number of days set out in the Contract without paying the appropriate posted parking fees.
- (b) In the event the Customer commits a breach of the terms and conditions of this Contract as contained in Section 14(a)(i) or (ii), Calgary Parking, in its sole and absolute discretion, may immediately and without notice:
- (i) terminate the Customer's Contract and ban the Customer from holding another Parking Contract with Calgary Parking for a period of not less than two (2) years;
 - (ii) remove the Customer's Motor Vehicle or Motorcycle from the Parking Lot and ticket and/or impound the Customer's Motor Vehicle or Motorcycle at the Customer's sole risk and expense. Recovery costs associated with the return of the Motor Vehicle or Motorcycle will be the sole responsibility of the Customer; or
 - (iii) both (i) and (ii) above.



(c) In the event the Customer commits a breach of the terms and conditions of this Contract as contained in Section 14(a)(iii), (iv), or (v), Calgary Parking may with ten (10) days written notice:

- (i) terminate the Customer's Contract and ban the Customer from holding another Flex Pass Parking Contract with Calgary Parking for a period of not less than two (2) years;
- (ii) remove the Customer's Motor Vehicle or Motorcycle from the Parking Lot and ticket and/or impound the Customer's Motor Vehicle or Motorcycle at the Customer's sole risk and expense. Recovery costs associated with the return of the Motor Vehicle or Motorcycle will be the sole responsibility of the Customer; or

(iii) both (i) and (ii) above.

(d) Calgary Parking reserves the right to terminate this Contract with a minimum of thirty (30) days advance written notice to the Customer for any reason whatsoever.

15. Termination of Contract by Customer: To terminate this Contract, the Customer must cancel via the Flex Pass Website (Section 24) by clicking "cancel parking" or "cancel stall". The effective date of cancellation will be end of the same month in which Customer cancelled the Contract.

Customer's failure to timely request termination through the Flex Pass Website as aforesaid shall result in the Contract automatically renewing for an additional calendar month prior to termination.

16. Times of Use/Restrictions: The Customer may use a Parking Session pursuant to this Contract between the hours of 6:00 a.m. and 6:00 p.m. on any regular weekday but not on any weekends or holidays. Customers may be required to use an Access Card to gain access to the Parking Lot during these times.

The Customer acknowledges that when Calgary Parking displays a "FULL" sign at the Parking Lot entrance, it means Parking Stalls are not available as public Parking Stalls. A Customer with a Parking Contract and a Listed Vehicle may enter the Parking Lot to park in a Parking Stall.

17. Parkade Closures: Calgary Parking reserves the right to close a Parking Lot, without notice, in the event of an emergency, civil disturbance, natural disaster, or other such event. No compensation to the Customer will be made for loss of use of the Parking Lot. Where possible, Calgary Parking will provide the Customer with an alternate place to park for the duration of the closure.

Calgary Parking also reserves the right to close the Parking Lot or a portion thereof, with prior notice, for special events. In such a case, Calgary Parking will provide the Customer with an alternate place to park for the duration of the closure, where possible.

18. FOIP: By providing information, the Customer consents to Calgary Parking using the information to manage this Parking Contract. Personal information is collected and used by Calgary Parking as may be authorized by law, for the purposes of its operating programs and activities, and for law enforcement purposes under the authority of Sections 33 (b) and (c) of the Alberta Freedom of Information and Protection of Privacy Act, as amended or replaced from time to time (FOIP). It may be also used to survey citizens for the purpose of assessing Calgary Parking services over time. Any questions regarding the collection, use or disclosure of personal information should be directed to the



Calgary Parking FOIP Coordinator at parkingFOIP@calgary.ca or by mail to the address set out in Section 23 of this Contract.

19. Contract Non-transferable: This Contract is non-transferable and may not be assigned or transferred by the Customer. Customer cannot re-sell or transfer their rights to park in the Parking Lot or Parking Stall(s) without express written consent from Calgary Parking.
20. Amendments: No changes, exceptions or amendments can be made to this Contract without the express written permission of Calgary Parking. Calgary Parking can be reached at either monthlyparking@calgary.ca or by mail to the address set out in Section 23 of this Contract.
21. Severability: If any provision of the Contract is found by a court having jurisdiction to be invalid, illegal or unenforceable, the other provisions of the Contract shall not be affected or impaired. The offending provision shall automatically be modified to the least extent necessary in order to be valid, legal and enforceable.
22. Governing Law: This Contract shall be governed by and interpreted according to the laws in force in the Province of Alberta and the federal laws of Canada applicable therein. The parties hereby attorn to the exclusive jurisdiction of the courts in the city of Calgary in respect of all matters arising out of or in connection with this Contract.
23. Notice:
 - (a) Notices to Calgary Parking must be given in writing and delivered by personal delivery mail, or email. The address for notice is 620 - 9th Avenue SW Calgary, AB Canada T2P 1L5. The email address for notice for Calgary Parking is: flexpass@calgary.ca.
 - (b) Where Calgary Parking is required to give written notice to the Customer, notice will be provided to the address or email address listed in the "Contact Information" section of this Contract. The Customer is responsible for notifying Calgary Parking of a change in its mailing address and email address listed in the "Contact Information" section of this Contract.
 - (c) Notwithstanding anything that may be to the contrary in this Contract, Calgary Parking shall not be required to provide any notice whatsoever to the Customer regarding the number of Parking Sessions still available to the Customer, or whether Parking Sessions have been claimed or have otherwise expired, pursuant to the terms of this Contract. Customer may inquire as to the balance of Parking Sessions remaining for the current Contract Month by accessing the Flex Pass Website, or by contacting Calgary Parking's customer service at flexpass@calgary.ca.
24. Notice to Customer: Calgary Parking may provide notice to the Customer in any of the following ways: (a) mail or email to the address noted in the "Contact Information" section of this Contract, (b) posting notices or signs in the Parking Lot, (c) posting notices on the Calgary Parking website at www.calgaryparking.com, or (d) any combination of the preceding subsections (a)-(c).
25. General:
 - (a) Calgary Parking reserves the right to change the terms and conditions of this Contract without notice to the Customer.



- (b) The Customer acknowledges that Calgary Parking reserves the right to suspend, modify or terminate the "Flex Pass" program, and may modify these Terms and Conditions, at any time in Calgary Parking's sole and absolute discretion. This right to modify includes cancelling the "Flex Pass" program at any Parking Lot at any time, in Calgary Parking's sole and absolute discretion. Calgary Parking shall at all times provide Customer with thirty (30) days' written notice of its intention to suspend, modify or terminate the "Flex Pass" program, or otherwise modify these Terms and Conditions.
- (c) The Customer acknowledges having read and understood the Contract and agrees to and accepts all the terms and conditions hereof.
- (d) If the Customer is a corporation, the individual entering into this Contract with Calgary Parking represents and warrants authority to bind the corporation. The corporation acknowledges and agrees it is responsible for the individual parkers using the Parking Lots and Parking Stalls assigned to the corporate Customer by Calgary Parking, and that the corporation agrees to and accepts all the terms and conditions of this Contract.



Schedule A DEFINITIONS

In this Contract:

“Access Card” means a card, fob or other device provided by Calgary Parking to the Customer to enable the Customer to have access to the Parking Lot specified in the Contract;

“Accessible Parking Stall” means a Parking Stall that has been designated for use by a holder of an appropriate permit or placard for persons with disabilities, and that is issued or recognized by the Solicitor General of Alberta;

“Active Licence Plate” means a Licence Plate on a Listed Vehicle that Customer has designated an "Active Licence Plate" on the Flex Pass Website;

“Calgary Parking” means The City of Calgary, as represented by its Business Unit, Calgary Parking;

“Contract” means this Parking Contract and any documents referenced herein;

“Contract Month” means the calendar month or any portion thereof in which the Parking Sessions have been purchased and credited to the Customer;

“Customer” means the individual or corporation referred to in the Contract Details section of this Contract;

“E-Bikes” means both electric Bicycles and electric scooters;

“Electric Vehicle” means a vehicle that can be powered by an electric motor that draws electricity from a battery and is capable of being charged from an external source;

“Flex Pass Website” means the website located at <https://flexpass.parkplus.ca>.

“Licence Plate” means the licence plate or plates listed in the Licence Plate Details section of this Contract;

“Listed Vehicle” means a Motor Vehicle or Motorcycle with a Licence Plate listed in the Licence Plate Details section of this Contract;

“Motorcycle” means a Motor Vehicle mounted on two (2) or three (3) wheels that is propelled by any power other than muscular power (excluding E-Bikes), and that is licenced under the Traffic Safety Act (Alberta), as amended or replaced from time to time, and for the purposes of this Contract, includes mopeds and scooters;

“Motor Vehicle” means a vehicle propelled by any power other than muscular power, with the exception of Motorcycles;

“Parking Contract” means a contract entered into between Calgary Parking and a Customer for the use by the Customer of a Parking Stall in a particular Parking Lot for a set amount of Parking Sessions;

“Parking Fees” means the parking fees payable by Customer to Calgary Parking for the specific number of Parking



Sessions during a Contract Month within a particular Parking Lot, as specified within this Contract;

"Parking Lot" means a parking facility owned by The City of Calgary and operated by Calgary Parking and designated in the Calgary Parking Account section of this Contract;

"Parking Session" means the use of a Parking Stall to park a Listed Vehicle in the Parking Lot stipulated in the Contract on one calendar day and subject to the times of use/restrictions as set out in Section 16 of this Contract;

"Parking Sessions" means the use of a Parking Stall to park a Listed Vehicle in the Parking Lot stipulated in the Contract on multiple calendar days and subject to the times of use/restrictions as set out in Section 16 of this Contract;

"Parking Stall" means an area in the Parking Lot designated to accommodate one Listed Vehicle to park; and,

"Reserved Stall" means a particular Parking Stall designated in a Parking Contract for sole use by a particular Customer.



Schedule B PARKING PROCESS

Where an overhead indicator lighting system is in place and operating, the Customer will observe the colour coding above each Parking Stall and park only in an authorized and available Parking Stall. The colours mean the following:

- (i) Green indicates an available Parking Stall.
- (ii) Red indicates that no parking is allowed, or that the Parking Stall is unavailable or occupied.
- (iii) Blue indicates an Accessible Parking Stall where only Motor Vehicles displaying the appropriate permits can park.

Reserved Stalls are exempt from this Parking Process as the Parking Stall is always unavailable except for the customer for whom the Parking Stall is reserved.

