Bentall Centre



BENTALL CENTRE

Bicycle Storage Agreement

I, hereby request permission to use the Bentall Centre bicycle storage areas located on the Basement Level of Pender Parkade (the "Parkade") and in the loading bay area of One Bentall Centre (505, Burrard Street), together with any and all equipment and other facilities located therein (the "Bicycle Rooms"). I understand and acknowledge that the Bicycle Rooms are not a public facility, but is for the exclusive use of those individuals who are specifically authorized in writing (the "Authorized User(s)") by Canderel Pacific Management Inc. ("Canderel") as Agent for Maple Red Financial Canada Inc. (the "Landlord") or its authorized representative to use the Bicycle Rooms, and who read and sign this WAIVER AND RELEASE. I understand and acknowledge that other users of the Bicycle Rooms may inadvertently or purposefully damage or remove any and all contents of the Bicycle Rooms. I ACKNOWLEDGE AND AGREE THAT THE USE OF THE BICYCLE ROOMS WILL BE ENTIRELY AT MY OWN RISK. I FURTHER ACKNOWLEDGE AND AGREE THAT, IN CONSIDERATION FOR BEING PERMITTED TO USE THE BICYCLE ROOMS, I SHALL BE ENTIRELY RESPONSIBLE FOR, AND I HEREBY WAIVE AND RELEASE ANY AND ALL CLAIMS I HAVE OR MAY HAVE IN THE FUTURE against the Landlord, and their successors, assigns, affiliates, directors, officers, shareholders, employees, agents, representatives and partners or any of them (the "Landlord's Parties") for any and all losses, costs, expenses, including legal fees (on a solicitor and own client basis), damages or liabilities whatsoever of any nature, including bodily injury or death, arising out of my use of the Bicycle Rooms. I also agree that my use of the Bicycle Rooms shall be in accordance with the Rules and Regulations attached hereto, as the same may be amended, modified or replaced from time to time by Landlord or its authorized representative.

- 1. Payment in the amount of \$0.00 is due upon signing this form. The term of this Agreement is from N/A, to N/A. The \$0.00 fee shall cover the use of the Bicycle Rooms subject to conditions set forth in this Agreement. Once payment is made, no refunds are permitted.
- 2. The Bicycle Rooms are subject to periodic inspection and closure without notice by the Landlord for the purposes of maintenance, cleaning, repair, or renovation.
- 3. The Bicycle Rooms are for the use of Authorized Users only. Only Authorized Users may have access to the Bicycle Rooms. Friends, relatives and visitors of the Authorized Users are not permitted to use the Bicycle Rooms. Authorized Users are prohibited from lending their access fobs to non-Authorized Users.
- 4. All Authorized Users of the Bicycle Rooms agree to do so at their own risk, cost and expense. Any destruction, damage, theft, or vandalism of, or to, the Authorized User's bicycle as a result of its storage in the Bicycle Room shall be sole responsibility of the Authorized User and the Authorized User waives all claims therefor.
- 5. Authorized Users will use locks to secure bikes stored in the Bicycle Rooms at all times. Locks will not be provided. Locks that are not being regularly used may be removed at the Landlord's discretion.
- 6. The Bicycle Rooms are for day use only. The Authorized Users shall not store bicycles and other accessories overnight in the Bicycle Rooms
- 7. Authorized Users shall store bicycles on the provided bicycle racks. If the racks are full, Authorized Users should inquire with Canderel for the location of alternative bike storage areas. The bicycle racks and the Bicycle Rooms must only be used for the purposes of storing bicycles. The Landlord reserves the right to remove any items that are not of a cycling nature, or reasonably be connected to the use of a bicycle and/or terminate this Agreement.
- 8. Authorized Users shall not block the entrance to the Bicycle Rooms or position bicycles in a manner that will impede others from entering or exiting the Bicycle Rooms or Parkade.
- 9. Each Authorized User is permitted to store one bicycle in the Bicycle Rooms.
- 10. Authorized Users shall report any suspicious activity, vandalism or damage to Building security immediately.

- 11. Each Authorized User shall indemnify and hold harmless the Landlord and the Landlord's Parties from and against all suits, judgments, claims, demands, actions, damages, liability and expenses in connection with any loss, injury or damages arising from the presence or use by the Authorized User of the Bicycle Rooms or the storage of the bicycle however caused, whether or not caused or contributed to by anyone else, the presence of third parties or any other thing, whether foreseeable or unforeseeable.
- 12. The Landlord reserves the right to add, change or delete any Rule or Regulation herein contained and to change the method of operation to ensure maximum enjoyment of the Bicycle Rooms.
- 13. The only access permitted to and from the Bicycle Rooms is via the One Bentall Centre (505 Burrard St.) loading bay ramp. Please exercise caution when entering and exiting the loading bay.
- 14. Any violations of the Rules and Regulations will result in cancellation of Bicycle Room privileges.
- 15. Upon ceasing to be an Authorized User or upon expiry of this Agreement, the Authorized User shall remove its bicycle from the Bicycle Rooms, failing which, such bicycle and any items left in the Bicycle Rooms shall be removed and disposed.

Signed:
Print Name:
Company:
Contact# or Email:
Date:
Access Card Number:

Once signed, please send the form to Bentall Centre Security either via email at <u>bentallcentresecurity@canderel.com</u> or via hand delivery in Four Bentall Centre main lobby.