

# BENTALL CENTRE

## Bicycle Storage Agreement ("Agreement")

I, \_\_\_\_\_, ("**Authorized User**") hereby request permission to use the Bentall Centre bicycle storage areas located on (a) the Basement Level of Pender Parkade (the "**Pender Parkade**"), (b) the loading bay area of One Bentall Centre located at 505 Burrard Street (the "**Burrard Building**") and (c) the Executive Parkade ("**Executive Parkade**") of Four Bentall Centre located at 1055 Dunsmuir Street ("**Dunsmuir Building**"), together with any and all equipment and other facilities located within the storage areas (the "**Bicycle Rooms**") and agree to be bound and subject to the terms of this Agreement as a condition to use of the Bicycle Rooms. Authorized User understands and acknowledges that the Bicycle Rooms are not a public facility, but are for the exclusive use of those individuals who are specifically authorized in writing by BH Centre Head Corp., a British Columbia corporation ("**Landlord**") (or its authorized representative) to use the Bicycle Rooms. Authorized User understands and acknowledges that other users of the Bicycle Rooms may inadvertently or purposefully damage or remove any and all contents of the Bicycle Rooms, including Authorized User's bicycle. AUTHORIZED USER ACKNOWLEDGES AND AGREES THAT THE USE OF THE BICYCLE ROOMS WILL BE ENTIRELY AT AUTHORIZED USER'S OWN RISK. AUTHORIZED USER FURTHER ACKNOWLEDGES AND AGREES THAT, IN CONSIDERATION FOR BEING PERMITTED TO USE THE BICYCLE ROOMS, AUTHORIZED USER SHALL BE ENTIRELY RESPONSIBLE FOR, AND HEREBY WAIVES AND RELEASES ANY AND ALL CLAIMS AUTHORIZED USER HAS OR MAY HAVE IN THE FUTURE against the Landlord and its successors, assigns, affiliates, directors, officers, shareholders, employees, agents, representatives and partners or any of them (collectively, the "**Landlord 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, but not limited to, theft of or damage to Authorized User's bicycle and personal property, bodily injury or death, arising out of Authorized User's use of the Bicycle Rooms.

1. Landlord reserves the right to terminate this Agreement at any time for any reason whatsoever.
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 use by the Authorized User only. No friends, relatives or visitors of the Authorized User are permitted to use the Bicycle Rooms. Authorized User is prohibited from lending Authorized User's access fobs to anyone.
4. Authorized User shall use the Bicycle Rooms at Authorized User's 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 Rooms shall be the sole responsibility of the Authorized User and the Authorized User waives all claims therefor. In the event Authorized User makes use of an electric bicycle, Authorized User shall be responsible for any damage to the Burrard Building or Dunsmuir Building or to the property of any other individual caused by the electric bicycle (e.g. battery fire). Authorized User may use the electrical outlet within the Bicycle Rooms to charge such Authorized User's electric bicycle. Authorized User acknowledges that Landlord will not supervise or monitor the Bicycle Rooms and, as a result, Authorized User acknowledges that Authorized User's bicycle may be damaged while stored in the Bicycle Rooms (and that Landlord shall have no liability with respect thereto).
5. Authorized User will use a lock at all times to secure Authorized User's bicycle stored in the Bicycle Rooms. Locks will not be provided by Landlord. Locks that are not locked to a bicycle may be removed at the Landlord's discretion. Locks shall not be left in place without a bicycle attached thereto.
6. The Bicycle Rooms are for day use only. Authorized User shall not store a bicycle or other accessories overnight in the Bicycle Rooms. Any bicycle left in the Bicycle Rooms for three (3) consecutive nights (or more) may be impounded by Landlord and disposed of by Landlord without notice or liability to Authorized User.

7. Authorized User shall store Authorized User's bicycle on the provided bicycle racks. If the racks are full, Authorized User shall inquire with Landlord (or its representative) for the location of alternative bike storage areas. The bicycle racks and the Bicycle Rooms shall only be used for the purposes of storing bicycles. Landlord reserves the right to remove and dispose of any items that are not of a cycling nature or reasonably be connected to the use of a bicycle.
8. Authorized User shall not block the entrance to the Bicycle Rooms or position a bicycle in a manner that will impede others from entering or exiting the Bicycle Rooms or Pender Parkade or Executive Parkade.
9. Authorized User is permitted to store one bicycle (either electric or standard) in the Bicycle Rooms.
10. Authorized User shall report any suspicious activity, vandalism or damage to Burrard Building or Dunsmuir Building security (as applicable) immediately.
11. Authorized User shall indemnify and hold harmless the Landlord and the Landlord 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. Landlord reserves the right to add, change or delete any rules and regulations contained herein from time to time and to change the method of operation of the Bicycle Rooms. Landlord also shall have the right to require the Authorized User to use only a particular Bicycle Room as Landlord may designate.
13. The only access permitted to and from the Bicycle Room at the Burrard Building is via the One Bentall Centre (505 Burrard St.) loading bay ramp. The only access permitted to and from the Bicycle Room at Executive Parkade at the Dunsmuir Building is via the Thurlow Parkade entrance on Eveleigh Street. Authorized User shall exercise caution when entering, traversing and exiting the loading bay area. When entering the loading bay area, the Authorized User shall dismount the bicycle and walk with the bicycle to the Bicycle Rooms.
14. Any violations of the rules and regulations contained in this Agreement (along with any additional rules or regulations that Landlord may impose from time to time) will result in cancellation of Authorized Users to utilize the Bicycle Rooms and immediate termination of this Agreement.
15. Upon ceasing to be an Authorized User or upon expiry of this Agreement, the Authorized User shall remove Authorized User's bicycle and any and all other items belonging to Authorized User in the Bicycle Rooms.

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Company: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Date: \_\_\_\_\_

Access Card No.: \_\_\_\_\_ *(last 4 numbers on the back of the card)*

*Once signed, please send the form to Bentall Centre Security either via e-mail at [bentallcentresecurity@hudsonppi.com](mailto:bentallcentresecurity@hudsonppi.com) or via hand delivery in Four Bentall Centre Main Lobby.*