

# Designated Parking Permit Agreement



**Table 1. Applicant Information**

PERSONAL INFORMATION			
First Name:		Last Name:	
Street Number:	Street Name:		Unit Number:
Town:	Postal Code:	P.O. Box:	
Telephone Number:		Email:	

**Table 2. Parking Lot Information**

PARKING LOT INFORMATION	
<b>Preferred Parking Lot:</b>	
<input type="checkbox"/> Opera House (Water St. S)	<input type="checkbox"/> Jones St.
<input type="checkbox"/> Water St. N	<input type="checkbox"/> Elgin St.
<input type="checkbox"/> Pyramid Recreation Centre	<input type="checkbox"/> Station St.
<b>Permit Options:</b>	
<input type="checkbox"/> Short-Term Designated Parking Permit (7 days)	
<input type="checkbox"/> Long-Term Designated Parking Permit (November 1-October 31)	

**Table 3. Vehicle Information**

VEHICLE INFORMATION		
Make:	Model:	Year
Colour:	Plate Number:	

The following terms and conditions form a part of your agreement (herein the “**Agreement**”) with the Corporation of the Town of St. Marys (herein the “**Town**”)

## 1. Designated Parking Permit

- 1.1 A Designated Parking Permit must be visibly displayed in the windshield of your approved vehicle at all times with the contents of the Designated Parking Permit facing outward. Failure to display a valid Designated Parking Permit in the manner prescribed is considered a breach of this Agreement and will be subject to enforcement as per By-Law 58 of 2018.
- 1.2 You shall only use a Designated Parking Permit for the vehicle registered with the Town, as designated in Table 5. Designated Parking Permit Details.
- 1.3 You are responsible at all times for providing the Town with up to date information including but not limited to your license plate number, vehicle details, and contact information.

- 1.4 You are responsible for contacting the Town upon any changing of residency, and the return of the Designated Parking Permit to the Town upon change of residency.
- 1.5 Use of the Designated Parking Permit for more than one vehicle at the same time is strictly prohibited.
- 1.6 You shall not assign, sell or transfer the Designated Parking Permit to others to use the Designated Parking Permit.
- 1.7 You shall only use the parking lot as noted in Table 5. Designated Parking Permit Details for overnight parking unless authorized by the Town.
- 1.8 The Town may request you move your vehicle to a different spot within the Parking Lot for maintenance activities or in the case of an emergency.
- 1.9 The Town may request that you move your vehicle to an alternate Town Parking Lot for a specified amount of time so that the Town can perform maintenance activities or in the case of an emergency. All provisions of this Agreement shall apply to all Town Parking Lots your vehicle may be relocated to.
- 1.10 You agree to comply with By-Law 58-2018 which regulates traffic, parking and boulevard maintenance within the Town of St. Marys

## **2. Use of the Parking Lot**

- 2.1 You shall not park or store in any area of the Parking Lot any vehicles that are unlicensed, uninsured, abandoned or inoperable. No recreational vehicle, boat, trailer or camper with or without sleeping accommodations shall be parked or stored in any area of the Parking Lot. Further you shall not park in any area of the Parking Lot any vehicle that, in the opinion of the Town and its agents, poses any kind of hazard or hazardous content.
- 2.2 At no time will you permit any repairs or maintenance of any kind to any vehicle in any area of the Parking Lot. You shall not use any area of the Parking Lot for washing your vehicle, for playing any sound system, for barbecues, for vehicles parked for the principal purpose of promotional activities or advertising, or for any other purpose other than the parking of your vehicle.
- 2.3 Your vehicle must be parked only in a marked stall.
- 2.4 You shall not park your vehicle in more than one parking space at the same time. You shall not, with your vehicle or otherwise, block or impede any entrance to or exit from the Parking Lot. You shall not park in any designated accessible (wheelchair) spaces without the *bona fide* use and display of an appropriate permit issued by the Ministry of Transportation.

## **3. Liability**

- 3.1 The Town assumes no responsibility and shall have no liability whatsoever for and you hereby release and forever discharge the Town and their respective successors and assigns from any property damage, personal or bodily injury, death, loss or damage or any other nature whatsoever including an loss or damage relating to your vehicle or its contents that may arise due to fire, theft, collision, negligence or gross negligence of the Town, its agents or any other cause. All of your property kept on the Parking Lot will be so kept at your sole risk and you shall indemnify and save harmless the Town and its agents from any claims arising out of any damage to such property including, without limitation, any subrogation claims by your insurers.

## **4. Term of Agreement**

- 4.1 You acknowledge and agree that this Agreement and your parking rights may be terminated by the Town without any advanced warning.

- 4.2 If you are in breach of any terms and conditions of this Agreement, you hereby grant the Town the right without providing and advance written notice, to immediately terminate this Agreement and your parking rights, issue a parking ticket, or tow your vehicle at your expense.
- 4.3 The Designated Parking Permit shall expire on October 31, 2020.

**5. Miscellaneous**

- 5.1 If any provision of this Agreement is found to be illegal or not enforceable, it and they shall be considered separate and severable from this Agreement and the remaining provisions shall remain in full force and be binding upon all parties hereto as through the said provision or provisions had never been included. Whenever a word importing the singular or plural sense or the male or female sense is used such word shall include its counterpart and the appropriate grammatical changes shall be made.
- 5.2 This Agreement and the transactions contemplated by it shall be interpreted, governed and enforced in accordance with the laws of the Province of Ontario.
- 5.3 You acknowledge and agree that this Agreement represents the entire Agreement between you and the Town and that there have been no promises, representations, conditions or understandings, written or verbal, express or implicit of any nature whatsoever, other than what is stipulated herein.

**Table 4. Applicant/Agent Certification**

<b>APPLICANT/AGENT CERTIFICATION</b>		
I, have read and understand the terms of the agreement for the Designated Parking Permit as listed above and agree to use the Designated Parking Permit assigned to me in accordance with the terms above.		
Owner/Agent (Please Print)	Owner/Agent (Signature)	Date

**Table 5. Designated Parking Permit Details**

<b>TO BE COMPLETED BY TOWN STAFF</b>		
<b>DESIGNATED PARKING PERMIT DETAILS</b>		
Make:	Model:	Year:
Colour:	Plate Number:	
Permit # Issued:	Parking Lot:	Expiration Date:
<b>Designated Parking Permit Approved By:</b>		
Staff Member (Please Print)	Staff Member (Signature)	Date