



MUNICIPALITY OF JASPER STAN WRIGHT DRIVE PARKING LOT Stall Rental Agreement

Municipality of Jasper Bylaw Enforcement Service
PO BOX 520, Jasper Alberta T0E1E0
P.780-852-5514 F.780-852-5519
E. bylaw@town.jasper.ab.ca

Submission Date:
Business License Number:

Agreement Requirements Check list:

- Active MOJ Business License with the Municipality of Jasper
- Provide proof that Vehicle/Trailer is Road Legal e.g. Proof of Insurance and Registration

CUSTOMER

Business Name:
Business Address:
Mailing Address (if different from above):

CONTACT PERSON

Name			
Tel No:		Cell No:	
Email:			



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VEHICLE/TRAILER TO BE STORED

#1						
MAKE				MODEL		
LIC. PLATE#		LENGTH		WIDTH		VEHICLE OR TRAILER?
#2						
MAKE				MODEL		
LIC. PLATE#		LENGTH		WIDTH		VEHICLE OR TRAILER?
#3						
MAKE				MODEL		
LIC. PLATE#		LENGTH		WIDTH		VEHICLE OR TRAILER?

AGREEMENT TERMS AND CONDITIONS:

1. RENTAL OF STALL:

- (a) The Municipality of Jasper. (herein known as "MOJ") hereby agrees to rent the Customer the Stall for the sole purpose of storing the vehicle or trailer specified above (herein known as the "Unit") in the stall(s) specified above (the "Stall") in the MOJ Stan Wright Parking Lot located at the above address (herein known as the "Lot") during the Term of this Agreement on the terms and conditions as stated herein. (The Initial Storage Term specified above and any automatic monthly period extensions provided for herein shall collectively constitute the "Term" of this Agreement).
- (b) The Term shall be automatically extended for a one month period upon the expiry of the Initial Storage Term and one month extension period of the Term thereafter. The MOJ may refuse to extend the Term further provided that it gives the Customer 10 days written notice of its intention not to extend the Term, in which case, this Agreement will terminate at the end of the Term.
- (c) Provided no such notice to terminate the Agreement is provided to the Customer by the MOJ, the Term shall be extended automatically on a one month basis, unless this Agreement is otherwise earlier terminated in accordance with the conditions herein contained.

2. RENT:

- (a) The Monthly Rent and Initial Term Rent due hereunder shall be referred to collectively hereunder as "Rent". The Initial Term Rent is calculated on a one month basis, commencing on the Commencement Date and payable on that same date every month of the Term thereafter;
- (b) The Initial Term Rent shall be paid on or before the date of this Agreement and the Initial Term Rent shall be paid in advance on each one month or the agreed on rental period;
- (c) A Pre-authorization form must be completed by the Customer to implement automatic monthly payment.
- (d) There are no daily rents or prorating of Monthly Rent.
- (e) Refund Policy: There are NO refunds if you move out before the agreed on rental term expires. Once you are moved out, the remainder of the Rental Term is considered forfeited to the MOJ.



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- 3. CUSTOMER'S PRIVILEGES:** While this Agreement is in force and provided that Customer is not in breach of any terms of this Agreement, Customer:
- may use the Stall for parking/storing the Unit of which Customer is in lawful possession;
 - agrees that access to the Stall may be limited and that the MOJ may change access hours for security or business reasons without notice to the Customer and such change will be posted on the Lot.
- 4. MOJ'S RIGHT TO DISTRAIN UPON THE UNIT:**
- If the Customer shall fail to pay any Rent, fees or other sums due hereunder when due, and such failure is not rectified within 10 days of receipt of notice of such failure from the MOJ, the MOJ may seize the Unit and may cause the removal and sale of the Unit whether it is in the Stall or on the Lot.
 - Any such sale by the MOJ may, in its sole and absolute discretion, be effected by private contract and for such purpose the MOJ may at the Customer's expense, employ such bailiffs or agents as it deems appropriate.
 - To effect its right to Seizure, the MOJ may remove the Unit from the Lot, or if it sees fit, leave it on the Lot or in the Stall and secure the Unit.
 - To secure the unit, the MOJ may take any security measures on the Unit or the Lot it sees fit to prevent removal of the Unit by the Customer, including but not limited to a tire lock, without effecting a termination of this Agreement.
 - In the event of a sale of the Unit by the MOJ pursuant hereto, the MOJ shall dispose of the proceeds of the sale first to pay all outstanding amounts owing by the Customer hereunder, including any costs and lawful charges incurred in respect thereto, and pay the balance of the proceeds of sale, if any, to the Customer.
 - The Customer does hereby release the MOJ and its servants, agents, employees, contractors and affiliates from and against any and all loss, damages, costs and liability whatsoever arising from a wrongful distress or seizure hereunder.
- 5. DEFAULT IN PAYMENT:**
- Customer shall be deemed in default automatically upon non payment of any Rent, Fees or Charges when due without further notice to the Customer.
 - In the event of the Customer's default in payment of Monthly Rent or other charges due hereunder, and the securing or removal and storage of the Unit, the Customer shall be liable for Monthly Rent and other applicable fees and charges to and including the date on which all Monthly Rent and arrears and other charges of the MOJ are paid in full (at which time the Customer shall remove the Unit), or the Customer shall be liable for all Monthly Rent and arrears and lawful charges of the MOJ to and including the date of removal by the MOJ and storage or sale of the Unit, as the case may be; but in the latter case the Customer shall thereafter be liable for all of the MOJ's lawful charges including a cost for storage which is hereby agreed to and shall be not less than TWO times the amount of Monthly Rent required hereunder.
 - In the event that the MOJ removes and stores the Unit, it shall be entitled to store the Unit in any other available Stall at the applicable storage fee, whether or not the fee for storage in such Stall is lower or higher than the Monthly Rent and the MOJ shall not be liable for any increased fees as incurred or charged by the MOJ at its sole discretion, damage or inconvenience to the Customer in respect thereto.
- 6. USE, MAINTENANCE AND REPAIR:**
- Customer is permitted access to the Stall solely for the purposes of deposit, storage and removal of the Unit, or to retrieve articles from or place articles in the Unit and the Customer shall not access or use the Stall for any other purpose or in a manner that constitutes waste, nuisance or unreasonable annoyance to the MOJ or other customers;
 - The Customer shall not use the Stall for any unlawful purpose;
 - The Customer shall be responsible for the repair and reclamation of the Stall to MOJ's satisfaction, including the clean up of oil or other fluid spills caused by the Customer or which results from the parking, storage or removal of the Unit in/from the Stall;



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- (d) The Customer shall not:
- i. Erect any signs, notice or advertising material on any part of the Lot or Stall; or
 - ii. Conduct any repairs, fabrication, mechanical or other related work in the Stall or Lot without the written consent of the MOJ which may be unreasonable withheld by the MOJ at its sole discretion.
7. The MOJ reserves the right to move your Unit to another parking stall for maintenance or repair purposes or for any other reason. At the MOJ's discretion this move may be permanent and at no cost to the Customer
- 8. NO LANDLORD AND TENANT RELATIONSHIP:**
- (a) The MOJ, its employees, servants, contractors or agents may enter the Stall for ANY purpose, including but not limited to confirming Customer's compliance with this Agreement, or in the event of perceived emergency.
 - (b) No advance notice of such entry is required or will be given to Customer.
 - (c) If the MOJ must enter the Unit for reasons of emergency or for the removal, storage or sale of the Unit pursuant to this Agreement, the Customer hereby authorizes the MOJ to enter the Unit using whatever reasonable means necessary. The Customer acknowledges and agrees that:
 - i. a limited Landlord and Tenant relationship is created by this Agreement;
 - ii. the Customer is not entitled to any privacy rights in respect to the Stall and any rights that a Tenant may typically have in a Landlord and Tenant relationship are specifically limited in this Agreement and do not exist except as otherwise specifically provided herein.
 - iii. In addition to any other rights of entry or re-entry the MOJ may have, the MOJ may, upon presentation of lawful demand, permit access to or the removal of goods from the Customer's allocated Stall or goods located thereon, as may be required by law without notice to the Customer, or liability to the Customer for any loss or removal of property, or any damages associated therewith.
- 9. NON-LIABILITY OF MOJ AND INSURANCE OBLIGATION OF CUSTOMER:**
- (a) The MOJ shall have no obligation to insure customer's unit or property stored in the stall;
 - (b) The customer must ensure the unit is maintained and documented to the standard required by provincial laws and regulations that would allow the unit to be legally parked on a public road
 - (c) The customer shall have no claim against the MOJ and the MOJ shall have no liability for any loss or damage to the customer's unit or property resulting from fire, water, explosion, vandalism, theft, vermin, or any other cause whatsoever, regardless of whether such loss or damage may be caused by or contributed to by the negligence of the MOJ, its agents or employees, and the customer hereby releases the MOJ, its agents and employees from any claims or responsibility whatsoever in respect thereto;
 - (d) The MOJ shall have no liability to the Customer for any injury to Customer, its agents, invitees or others caused by any condition existing near or about the STALL or the Lot or resulting from the activities of the Customer. Customer shall indemnify and hold the MOJ harmless from any claims of any third persons arising in any manner whatsoever out of the Customer's use of the Stall.
- 10. INDEMNIFICATION OF THE MOJ:** The Customer agrees to indemnify and hold harmless the MOJ for any loss, damage, expense or claim by any person or persons arising from any action, omission or thing whatsoever done or committed in the Stall and Lot by the Customer, its agents, employees, invitees or affiliates at any time during the term of the Agreement.
- 11. NO ASSIGNMENTS:** The interest of the Customer in this Agreement may not be sublet or otherwise transferred in whole or in part by the Customer, or by operation of law without the prior written approval of the MOJ, which approval may be unreasonably withheld. The approval by the MOJ to any assignment, subletting or other transfer shall not be deemed to be an approval of any other assignment, subletting or other transfer.



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12. CONDITIONS OF STALL AND LOT:

- (a) The Customer acknowledges that it has viewed and accepted the Stall as suitable for their intended purposes and is fully familiar with the physical condition of the Lot and Stall.
- (b) The MOJ has made no representations or warranties, express or implied, of any nature whatsoever in connection with the condition of the Lot or the Stall, and the MOJ shall not be liable for any latent or patent defects therein or any damage caused thereby, including damage caused by fire, water leaks, flooding, sinking, soil shifting, vermin, moisture, cold, heat, dryness or any other condition of the Stall or Lot from time to time.

13. **NOTICES:** Notices to be given to the Customer under this Agreement shall be in writing and deemed served either personally, by mail, by fax or email, to the last address/contact information provided by the Customer. IT SHALL BE THE RESPONSIBILITY OF THE CUSTOMER TO KEEP THE MOJ INFORMED OF ANY ADDRESS, FAX AND/OR EMAIL CHANGE

14. HOLDOVER & POWER OF ATTORNEY:

- (a) If the Customer does not vacate the Stall by the end of the Term, as extended from time to time pursuant to the terms hereof, then in order to settle the account between the MOJ and the Customer and relieve the MOJ of any further obligations, the MOJ shall have the right to deal with or dispose of the Unit and any property stored in the Unit or in the Stall as it sees fit, subject to the terms of this Agreement, and the Customer hereby grants the MOJ its power of attorney to take all such action and execute and serve all such documents as are required to effect such purpose.
- (b) At the MOJ's option, the interest of the Customer in the Unit and any property not removed from the Stall at the end of the Term shall vest in the MOJ, and the Customer hereby grants the MOJ its power of attorney to deal with or dispose of the Unit and such property left in the Unit or in the Stall for the purpose of settling all amounts owing hereunder and removing or discharging any liens or security interests that the Unit and property may be subject to.
- (c) Any surplus proceeds of sale in such instances shall vest in the Customer.

15. CHANGE OF TERMS:

- (a) With the exception of the Monthly Fees, all terms of this Agreement, and conditions of occupancy, except the Initial Term Fee, are SUBJECT TO CHANGE upon one (1) month prior notice to the Customer. If terms are changed, the Customer may terminate this Agreement on the effective date of the change. If the Customer does not elect to terminate this Agreement, the change shall become effective and apply to this Agreement.
- (b) From time to time after the Initial Storage Term, the MOJ reserves the right to change the Monthly Fees. The new Monthly Fee will be adjusted on the date of renewal of this Agreement. If the Customer does not agree with the new Monthly Fee, the Customer has the option to cancel this Agreement immediately and without penalty or notice to the MOJ, in which case the Customer shall vacate the Stall within 7 days from the expiry of the Initial Storage Term (if the notice of a rate change is given during the currency thereof) or on the next payment due after thirty (30) days following the giving of notice of a rate change if such notice is given after the Initial Storage Term, as applicable.

16. NON-COMPLIANCE WITH AGREEMENT:

- (a) If the Customer is in breach of any of the provisions of this Agreement and the MOJ has provided the Customer with written notice specifying the breach and a demand that the breach be rectified within 10 days of receipt of such notice, then the MOJ may terminate this Agreement or take such other action(s) provided for herein if the breach remains uncured by the end of the notice period.
- (b) Such termination or other action shall not relieve the Customer of the obligation to pay Monthly Rent and other charges owing under this Agreement.



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17. MISCELLANEOUS:

- (a) If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, then such term or provision shall be severed here from and the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law;
- (b) Time is of the essence of this Agreement;
- (c) The captions of this Agreement are for convenience only and shall in no way affect the construction or interpretation of the terms of this Agreement;
- (d) This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the within subject matter;
- (e) This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

18. STORAGE OF DANGEROUS GOODS: Items not allowed in the Stall include dangerous chemicals, explosives, gasoline or other flammable liquids, gasoline left in containers other than the gas tank of the Unit, oil or wet piled rags, perishable or packaged foods not in sealed cans, illegal or stolen goods, or any other items which constitute a potential hazard or inconvenience to other Customers.

19. TERMINATION BY CUSTOMER: The customer may terminate this agreement after the initial rent term by giving the MOJ a minimum of ten (10) days written notice prior to terminating this agreement.

20. CUSTOMER TO REPORT AT MOJ:

- (a) The customer must advise the MOJ when the unit and its property have been removed and the stall has been returned to its original clean and vacant condition.
- (b) The Customer agrees to sweep the Stall after removing the Unit and any other goods and to take whatever measures required in the discretion of the MOJ to clean up and remove oil or liquid spills left by the Customer in the Stall.

21. INVOICES & STATEMENTS: No invoices or statements will be sent

22. EXTRA CHARGES WILL BE ASSESSED FOR:

- (a) A late fee of \$25.00 will be charged for every month in arrears on accounts not paid within 7 days of due date plus 2% Interest per Month on the total outstanding account balance.
- (b) A processing fee will be charged for returned cheques or NSF cheques: \$50.00
- (c) A clean-up fee will be charged if the Stall is left in unclean condition: \$100.00
- (d) A termination fee equal to one month rental fee will be charged if Customer fails to give notice to vacate at least ten (10) days in advance of removing the Unit from the Stall.
- (e) If your unit is not parked in the center of your stall and the adjacent renter(s) are unable to park in the their stall(s), you will be charged rent for the adjacent stall in addition to your stall until your unit is moved/parked properly in the centre of your stall to allow the adjacent renter(s) to park in their designated stall. The MOJ reserves the right to move your unit into proper parking position for a fee of \$25.00.

23. PRIOR TO REMOVAL OF THE UNIT OR ANY PROPERTY IN THE STALL: All outstanding monthly rent and if applicable extra charges must be paid current.

24. The MOJ reserves the right, for the purpose of parking lot maintenance, realignment of parking stalls, reassignment of parking stall or any other reason deemed necessary by the MOJ, to move your Unit within the Lot to another parking stall for temporary or permanent parking.



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25. The parties to this Agreement hereby agree that this Rental Agreement shall be construed according to the laws of the Province of Alberta, and in the event of dispute, attorn to the jurisdiction of the Courts of the Province of Alberta as located in the Town of Jasper in the Province of Alberta

Customer Declaration:

By signing this agreement for a Stall in the MOJ Stan Wright Parking Lot, the Customer submits that they have read and agree to all of the terms and conditions related to renting a Stall in the MOJ Stan Wright Parking Lot and will abide by them.

I, _____, solemnly declare that the statements made by me upon this agreement are to the best of my belief and knowledge a true and complete representation of the purpose and intent of this agreement.

Signature of Customer or agent

Date

OFFICE USE ONLY

STALL#:	START DATE:	END DATE:	MONTHLY RENT:

Municipality of Jasper

Pre-Authorized PARKING LOT STALL RENTAL Payment Plan

The **Municipality of Jasper** is offering you a simple way to pay your Parking Lot Stall Rental Bills through our *Pre-Authorized Payment Plan*. This plan will give us the authorization to automatically withdraw Parking Lot Stall Rental Payments from your account.

How do you join the Plan?

- Complete and sign the application form at the bottom of this sheet
- Attach a blank personalized cheque marked **VOID**
- Ensure your current Parking Lot Stall Rental bill is paid in full at the time you enrol

How does it work?

- While on the plan you will continue to receive your bill every month
- Your bill will show the '**Total Due**' amount that will be deducted from your account on the '**Due Date**' which is displayed on the bottom right hand side of your bill

To avoid NSF charges, sufficient funds or overdraft protection must be available when payment is due.

If you move, change banks or decide to cancel.....

Notify our office in writing a minimum of 5 working days prior to the '**Due Date**' on your bill.

Email form to utilities@town.jasper.ab.ca or fax 780-852-4019

Pre-Authorized Parking Lot Stall Rental Payment Application Form

I/we authorize the **Municipality of Jasper** to begin automatic withdrawals for payment of my/our Parking Lot Stall Rental from the bank account number identified on the attached Void cheque. This authority is to remain in effect until

There is notification of termination from the customer or the Municipality.

Customer's Name _____

Customer's Address _____

Telephone: (Residential) _____ (Cell) _____

Parking Lot Stall # _____

Email Address _____ Enrol in E-Billing? Yes/No _____

<h3>Authorization</h3>

I acknowledge that I have read and agree with the '*Terms and Conditions*' provided on the back of this form.

Authorized Signature _____

Authorized Signature _____

Where more than one signature is required please have each account holder sign.

Date _____

Don't forget to include a VOID Cheque with this application

The personal information on this form is collected in order to process your application for the pre-authorized payments of your parking lot bill. It is collected in accordance with Bylaw #41 and is protected and is protected by the 'Freedom of Information and Protection of Privacy Act'. For any enquiries regarding the collection of this information please contact the Utilities Clerk at the Municipality of Jasper, Box 520, Jasper, AB T0E 1E0

Terms and Conditions

I (We) acknowledge that this authorization is provided for the benefit of the Municipality of Jasper and myself (ourselves) and is provided in consideration of my(our) bank agreeing to process debits against my account.

I (We) confirm that all persons whose signatures are required to sign on this account have signed the *Pre-Authorized Parking Lot Stall Rental Payment Application form*.

I (We) hereby authorize the Municipality of Jasper to draw on my (our) account number – with the branch of the financial institution I (we) maintain an account and for which a VOIDED cheque is included with my (our) application.

This authorization may be cancelled at any time upon notice in writing by me (us) or the Municipality of Jasper. I (We) acknowledge that in order to revoke this authorization, notice of revocation must be provided to the Municipality. In the case of insufficient funds, where 2 consecutive withdrawals have been attempted, the Municipality will no longer accept payment by way of Pre-Authorized Debit (PAD) and an *insufficient fund fee* will be charged for each attempt.

I (We) acknowledge that provision and delivery of this authorization to the Municipality constitutes delivery by me to my bank. Any delivery of this authorization to the Municipality constitutes delivery by me (us)

I (We) undertake to inform the Municipality, in writing, of any change in the account information provided in this authorization at least 5 business days prior to the next due date of the PAD.

I (We) acknowledge that my (our) bank is not required to verify that a PAD has been issued in accordance with the particulars of my (our) authorization including, but not limited to, the amount.

Revocation of this authorization does not terminate any contract for goods or services that exists between me (us) and the Municipality. My (Our) authorization applies only to the method of payment and does not otherwise have any bearing on the contract for goods or services exchanged.

A PAD may be disputed by me (us) under the following conditions:

1. The PAD was not drawn in accordance with my (our) authorization; or,
2. The Authorization was revoked; or,
3. Pre-notification was not received

I (We) acknowledge that a claim on the basis that my (our) authorization was revoked, or any other reason, is a matter to be resolved solely between the Municipality and me (us), when disputing any PAD within 90 calendar days.