



Millennium Library Parkade Permit Application

Effective Date _____

WPA OFFICE USE ONLY	
UID Number:	Permit Number:
12 Hour Reserved Permit Stall #:	

Please select a permit type:

- 12 Hour Non-Reserved: 6 a.m. to 6 p.m.
- 12 Hour Reserved: 6 a.m. to 6 p.m.
- 12 Hour Non-Reserved Merchant: 9:30 a.m. to 9:30 p.m.
- 24 Hour Non-Reserved

Applicant Information (ALL FIELDS REQUIRED)

Name _____

Home Address _____

City _____ Postal Code _____

Phone _____

Email Address _____

Driver's Licence # _____

Example: AB-CD-EF-*123HK

Employer _____

Vehicle Information

Licence Plate #1 _____

Make/Model/Colour _____

Licence Plate #2 _____

Make/Model/Colour _____

Licence Plate #3 _____

Make/Model/Colour _____

Payment Method: Credit Card

Payroll

Pre-Authorized Debit
[Pre-Authorization Form](#) and Void Cheque

City of Winnipeg Employees

Department Name _____

COW Employee ID # (6-digits) _____

Terms and Conditions

1. Definitions

1.1. The following terms shall have the following respective meanings:

- (a) **Access Card** means an access device used to gain entry to the Parking Facility;
- (b) **Agreement** means this Application, once approved by the WPA;
- (c) **Applicant** means the applicant identified on this Application;
- (d) **Application** means this application;

- (e) **By-Law** means the *Winnipeg Parking By-Law No. 86/2016*, the *Municipal By-Law Enforcement Act Enabling By-Law No. 59/2016*, the *Winter Parking Ban By-Law No. 76/2011*, as applicable, and any amendments or replacement to the By-Laws, as the case may be;
- (f) **City** means the City of Winnipeg;
- (g) **Fees and Charges Schedule** means the most recent version of the Fees and Charges Schedule established pursuant to the *City Fees and Charges By-law No. 196/2008*;
- (h) **Parking Facility** means a designated surface lot or parkade that is owned, operated, or managed by the City, and where the Applicant is authorized to park upon the issuance of a valid parking permit in accordance with this Agreement;
- (i) **Permit** means any parking permit issued pursuant to this Agreement;
- (j) **Transient parking ticket** means a short-term access device used to gain entry to the Parking Facility;
- (k) **Vehicle** means the vehicle(s) identified on the Application and any additional vehicle(s) linked with the Permit, where allowed by the permit type;
- (l) **WPA** means the Winnipeg Parking Authority.

2. Application

- 2.1. The Applicant must provide the application fee as set out in the WPA Fee Schedule of the Fees and Charges Schedule at the time of submitting this Application, unless otherwise advised by WPA.
- 2.2. The WPA may refuse to approve the Application, and the Vehicle may be subject to penalty as stipulated under the By-Law if at the time this Application is submitted:
 - (a) the Vehicle is registered with Lay-up Coverage through Manitoba Public Insurance;
 - (b) the City is entitled to take collection action for outstanding fines or charges issued by the WPA that are associated with the Applicant or associated Vehicle;
 - (c) the Applicant fails to provide any documentation requested by the WPA in connection with this Application; or
 - (d) for any other reason as set out in the By-Law.
- 2.3. The WPA is not responsible for any loss or damage whatsoever resulting from lost or delayed correspondence sent via standard or registered letter mail delivery service.
- 2.4. By submitting the Application, the Applicant consents to the collection and use of their personal information by the City in accordance with the *Freedom of Information and Protection of Privacy Act S.M. 1997, c. 50* and for the purposes set out in the privacy statement below.
- 2.5. Following approval by the WPA, the Application shall constitute a binding agreement between the Applicant and the WPA and the parties shall be bound to the terms and conditions set out herein.
- 2.6. In the case of any inconsistency or conflict between a term in the Application (Section 2), General Terms and Conditions (Section 3) and the Permit-Specific Terms and Conditions (Section 4), the Permit-Specific Terms and Conditions shall apply.

3. General Terms and Conditions

- 3.1. The Applicant shall pay the applicable monthly parking fee for the Permit for each month during the term of the Permit. The WPA shall be entitled to collect the monthly parking fee from the Applicant on a pre-determined payment schedule and using the payment information provided above.
- 3.2. The Applicant shall promptly notify the WPA of any change to the payment method no later than the first day of the month. Any updates to the payment method made after the first day of the month may incur additional fees.
- 3.3. The Applicant shall park courteously in accordance with their Permit, the Bylaw, and the terms of this Agreement. The Applicant and the Vehicle shall comply with all legislation, by-laws, regulations, instructions, benefits, and/or penalties as may apply to the Applicant or the Vehicle.
- 3.4. The Applicant must ensure that the licence plate(s) associated with the Permit is displayed on the Vehicle at all times. Failure to do so will result in the Vehicle being subject to penalty under the By-Law, including but not limited to tagging and/or towing of the Vehicle.

- 3.5. The Applicant shall notify the WPA of any change of licence plate number by completing the Licence Plate Registration Form located on the WPA's website and notify the WPA of any changes to the contact address or information. Failure to do so constitutes a violation of this Agreement and the Vehicle may be subject to penalty pursuant to the By-Law, including but not limited to revocation of the Permit and tagging and/or towing of the Vehicle.
- 3.6. The Permit is non-transferable between individuals or vehicles and is valid for use by the Applicant and registered vehicle(s) only. Additional vehicles may not be linked to the Permit, except where permitted by permit type, and only one vehicle associated with the permit may be parked at a time.
- 3.7. Any Permit issued pursuant to this Agreement:
 - (a) shall entitle the Applicant to park their Vehicle in the Parking Facility and reserved parking stall (if assigned) during the time(s) specified in the Permit for the term of the Permit, in accordance with the terms of the Permit, the By-Law, and this Agreement;
 - (b) will be activated as of the effective date stipulated by the WPA; and
 - (c) will be virtual, meaning a physical permit will not be required to be displayed in the Vehicle.
- 3.8. The City and the WPA shall not be liable for injury to, or loss suffered by the Applicant or any persons using the Parking Facility or parking stall specified above, or for loss of or damage to vehicles and their contents. The City shall be free from any and all liability or claim(s) arising due to any injury to the Applicant, employees of the City, third persons, or members of the public, or their property, caused by any act or omission of the Applicant and/or the Applicant's use of the specified Parking Facility and/or parking stall.
- 3.9. The WPA may revoke, suspend, or cancel the Permit in accordance with the terms of this Agreement and/or the Bylaw, or for any breach of the Agreement and/or By-law which shall include but not be limited to non-payment or returned payment of applicable fees. If the Permit is revoked, suspended, or cancelled by the WPA, the Applicant may be subject to penalty as stipulated under the By-Law, including but not limited to tagging and towing, and the Applicant may be unable to reapply for a new permit for the period set out in the By-Law.
- 3.10. In addition to any other rights of termination provided in this Agreement, the WPA may terminate or alter the terms of this Agreement, by providing one full calendar months' written notice of alteration or termination to the Applicant. Any such alteration or termination shall be at the sole discretion of the WPA.
- 3.11. The Applicant is required to pay all outstanding amounts owing under this Agreement, which shall include but not be limited to any late/NSF charges as set out in the City of Winnipeg *Fees and Charges By-Law No. 196/2008*, any fees incurred due to non-payment, or where applicable, the Applicant's failure to provide one full calendar months' notice of termination to the WPA.
- 3.12. Those sections containing obligations and indemnifications that by their very nature are intended to survive the termination or expiration of this Agreement shall survive.
- 3.13. If any provision of this Agreement is for any reason held to be invalid or unenforceable, that provision shall be considered separate and severable from this Agreement, and the other provisions of this Agreement shall remain in force and continue to be binding upon the parties as though the invalid or unenforceable provision had never been included in this Agreement.
- 3.14. This Agreement shall be interpreted in accordance with the laws of the Province of Manitoba and of Canada.

4. Permit Specific Terms and Conditions

- 4.1 Following approval of this Application by the WPA, the Applicant must pay a one-time refundable deposit for the Access Card. The Applicant shall pay the monthly parking fee for the Permit, in accordance with section 3.1, which may be pro-rated based on the effective date, where applicable. Applicable deposit and monthly fees will be determined in accordance with the current WPA Fee Schedule in the Fees and Charges Schedule. The WPA shall be entitled to collect the fees from the Applicant using the payment information provided above.
- 4.2 The WPA shall issue the Permit and an Access Card to the Applicant following receipt of the payments described in Section 4.1.
- 4.3 If the Access Card is lost or physically damaged, the deposit will be forfeited. Should the Applicant require a replacement Access Card, a new deposit fee will be required. If the Access Card is stolen, the Applicant must provide proof of the theft by providing a Police Report Number to the WPA within a reasonable period of time before the WPA will issue a new Access Card. If the Access Card was stolen and no Police Report Number was provided, the deposit will be forfeited.
- 4.4 Applicants must use their Access Card upon entry. Non-compliance will require the Applicant to obtain a transient parking ticket upon entry and pay the applicable fees upon exit, as set out in the City of Winnipeg Fees and Charges By-law No. 196/2008. Fees will be calculated based on the transient parking ticket issued at entry.

- 4.5 The Access Card is only valid for the rental of one parking space and if the Access Card is used to allow more than one vehicle at a time to enter or exit a parking facility, the Applicant shall pay the daily parking rate for all additional vehicles, in addition to the regular monthly parking fee, and the Access Card will become invalid. In the event that an Access Card that has not been paid for is used to gain entry into a parking facility, the Applicant may be charged the daily parking rate for the parking facility, calculated by a Access Card activity history report.
- 4.6 For 12 hour permits, Applicant will be charged the posted event rate if the Applicant has not exited the facility by 6:00 p.m. on event nights, with exception of 12 hour Merchant permit holders who may exit the facility at their permit's standard time of 9:30 p.m.
- 4.7 Any Access Card issued pursuant to this Agreement:
- (a) shall be programmed to provide access to the Parking Facility for the Applicant in accordance with the Permit;
 - (b) shall remain the property of the WPA;
 - (c) shall only be used by the Applicant in accordance with, and subject to the conditions, of this Agreement;
 - (d) is non-transferable between individuals or vehicles;
 - (e) shall be valid for the Vehicle(s) named in the Application and the use(s) permitted by the Permit;
 - (f) must be used by the Applicant upon entry to the Parking Facility, except in circumstances where term 4.4 applies;
 - (g) must be used by the Applicant when exiting from the Parking Facility regardless of whether the gates are open during a staffed event at the Parking Facility. Failure to do so may affect access to the Parking Facility for the following entry;
- 4.8 In addition to the monthly Permit fee, the Applicant will be required to pay posted parking fees at the Smith Street exit of the Parking Facility, or as otherwise directed by the WPA, for any parking or use of the facility:
- (a) outside of the Permit's programmed hours;
 - (b) except as otherwise set out in subsection 4.4, where the Applicant fails to use their Access Card to enter the Parking Facility; and
 - (c) during any period where monthly or other payments owing by the Applicant are outstanding, which shall be calculated by the WPA using an Access Card activity history report.
- 4.9 The Applicant must return any Access Card issued pursuant to this Agreement to the WPA's office (495 Portage Avenue, Winnipeg, MB R3B 2E4) within five (5) business days of the Permit cancellation effective date or the revocation notice letter date in accordance with Section 3.9 or otherwise. Where the Access Card is returned in accordance with this section the Access Card deposit will be refunded to the Applicant. Failure to return the Access Card in accordance with this section will result in the Access Card deposit being forfeited to the WPA.
- 4.10 The Applicant may terminate this Agreement and cancel their Permit by providing a minimum of one full calendar month's notice. Notice must be submitted using the Permit Cancellation Form available on the WPA website, or by providing written notice via email to wpa-permits@winnipeg.ca. Cancellation will take effect midnight on the last day of the month on the cancellation effective date, as determined by WPA in accordance with this section. To be effective at the end of the current month, the Applicant must submit notice on or before the 1st day of that month. If notice is received on or after the 2nd day of the month, the notice period will begin on the 1st day of the following month, and the cancellation effective date will be the last day of that month. The Applicant remains responsible for all applicable charges incurred during the notice period.
- 4.11 Applicant is solely responsible for cancelling parking privileges with the Winnipeg Parking Authority. Notifications from third parties do not constitute valid cancellation, unless otherwise advised by WPA.
- 4.12 The Applicant acknowledges and agrees that the use of motorcycles or vehicles equipped with studded tires within the Parking Facility is strictly prohibited.

By signing below, the Applicant agrees that they have fully read and understood all terms and conditions outlined above, and the Applicant accepts and agrees to be bound by the said terms and conditions in their entirety.

Applicant Signature _____ **Application Date** _____

Personal information is collected under Subsection 36(1) (b) of the *Freedom of Information and Protection of Privacy Act (FIPPA)* and is protected under the Act. It will be used for the purpose of processing the permit application and verifying eligibility. It may also be used to notify the Applicant regarding permit cancellations, updates to the terms and conditions, changes to fees and charges, or notifications regarding Applicant's vehicle, permit, or parking availability. Inquiries regarding the collection of personal information should be directed to the WPA FIPPA Coordinator through 311.