

# Terms and Conditions for Parking

## Introduction

Welcome and thank you for choosing Twelve25 Parking, a division of Ridge Capital Group Inc. (“**RCG**”).

The following terms and conditions form a part of your parking agreement with RCG (the “**Agreement**”).

**Please read them carefully.**

By clicking on the “I ACCEPT” button at the point of check out, you are acknowledging, accepting and agreeing to be bound by the terms and conditions set out herein, irrespective of whether or not you have read them. If you do not wish to do so, please click the “I DECLINE” button, at which point you will be unable to proceed with any purchase and will be redirected back to the homepage of the website.

## General

1. In exchange for paying a prevailing parking fee (comprised of the Reservation Fee and reoccurring Monthly Subscription Fee), including any and all applicable sales taxes (the “**Parking Fee**”), this Agreement grants you the licensed use of one (1) parking space for each parking spot you have reserved in the parking lot (the “**Parking Spot**”) for the period of one (1) month that shall commence on the first day of the subscription purchase and automatically renew monthly on the same day of each following month.
  - (a) **Reservation Fess** are valid for 12-hour parking from time of purchase and required to register your spot for Monthly Parking Subscriptions.
  - (b) **Monthly Parking Subscription Fees** are only valid when accompanied by a registered Reservation Fee to identify and reserve your spot.
2. You are responsible at all times for providing RCG with up-to-date information including but not limited to your license plate number, vehicle details, contact information and payment information such as your credit card number and its expiry date. You are responsible for making necessary updates on your account at RCG [www.twelve25.org](http://www.twelve25.org) should any of your information change. Failure to do so will be considered a breach of this Agreement.
3. You shall only use the Parking Spot for the vehicle(s) registered on your account up to a maximum of three (3) vehicles. Use of the Parking Pass by any vehicles not registered on your account is considered a breach of this Agreement. You shall furnish RCG with the valid license plate number(s) of the vehicle(s) registered on your account and any other information that may be required by RCG from time-to-time to identify your vehicle(s).
4. RCG reserves the right to tow one or more of the vehicles at the expense of the vehicle owner, issue a parking violation notice and pursue any and all other remedies available to RCG by virtue of this Agreement and applicable laws, by-laws, regulations or other governmental ordinances from time-to-time in existence.
5. You shall not assign, sell or transfer the Parking Spot and shall not grant any licenses or other rights to others to use the Parking Spot.

## Payment of the Parking Fee

6. You shall pay the Parking Fee prior to use of the Parking Spot.
7. Accepted methods of payment are only through the online store. Under no circumstances will cash be accepted. Declined credit card payments are subject to a \$25.00 handling fee that shall be immediately due and payable if so charged.

## Increase of the Parking Fee

8. RCG reserves the right to change the Parking Fee from time-to-time by providing you with advance email notice of thirty (30) days, at the email address on file for the Parking Reservation.

## Right to Renew

9. (a) If, both at the date of exercising the option set out below and at the commencement of the renewal of this Agreement hereinafter described, you have duly and punctually performed each and every one of your obligations under this Agreement, you shall have the right to renew this Agreement on the terms and conditions hereafter described unless RCG terminates this Agreement and your parking rights as per subsection 9(c). In order to exercise this right, you must "Subscribe" in your online account at [www.twleve25.org](http://www.twleve25.org), failing which such right to renew shall be null and void and forever extinguished and will result in your removal from RCG's parking list. By clicking the appropriate box, this Agreement will be renewed on an ongoing basis, subject to RCG's right of termination, further described in section 10.

Such renewal shall be on the same terms and conditions as in this Agreement save and except that you shall pay the prevailing parking fee set by RCG, including any and all applicable sales taxes, in effect for the Parking Spot at the time of the renewal.

- (c) You may terminate this Agreement by cancelling your subscription to the Parking Spot. If you cancel the subscription on or before the monthly parking period, this Agreement will terminate at the end of the such monthly parking period.
- (d) You hereby acknowledge and agree you will be unable to renew this Agreement for any further calendar month if RCG has exercised its right to terminate this Agreement and your parking rights pursuant to section 10 of this Agreement.

## Termination

10. You acknowledge and agree that this Agreement and your parking rights may be terminated by RCG on the last day of any monthly subscription by giving you at least seven (7) days' advance written notice.

## Breach of the Agreement

11. If you are in breach of any of the terms and conditions of this Agreement, you hereby grant RCG the right, without providing any advance written notice, to immediately terminate this Agreement and your parking rights, issue a parking violation notice, tow your vehicle at your expense and pursue any and all other remedies available to RCG by virtue of this Agreement and applicable laws, by-laws, regulations or other governmental ordinances from time-to-time in existence.
12. RCG's parking lots are patrolled by third parties. Should you breach any of the terms and conditions of this Agreement, these third parties, reserve the right to:
  - (a) issue parking violation notices from the City of Windsor as the case may be; and
  - (b) tow the vehicle at owners' expense; and
  - (c) pursue any and all other remedies available to RCG by virtue of this Agreement and applicable laws, by-laws, regulations or other governmental ordinances from time-to- time in existence.

Only the City of Windsor has the authority and power, in its sole and absolute discretion to revoke a parking violation notice that has been issued.

13. If you believe a parking violation notice has been issued in error, please notify RCG at the contact information provided in section 28 of this Agreement. RCG will then investigate the matter. Only if, in RCG's sole and absolute discretion it determines that a parking violation notice has been issued in error, will RCG submit a request to the City of Windsor, to revoke a parking violation notice, but you

acknowledge and agree that any final decision to revoke a parking violation notice rests solely with the City of Windsor. An error includes but is not limited to circumstances where a parking violation notice has been issued but RCG subsequently determines that in fact there have been no grounds for issuing that parking violation notice because there has been no breach of this Agreement.

## Liability

14. RCG assume no responsibility and shall have no liability whatsoever for and you hereby release and forever discharge RCG, and their respective successors and assigns from any property damage, personal or bodily injury, death, loss or damage of any other nature whatsoever including any loss or damage relating to your vehicle or its contents that may arise due to fire, theft, collision, negligence or gross negligence of RCG, its agents or the Parking Lot owners or any other cause. You shall not make any claim or take any proceedings against any other person in respect of the claims hereby released who might claim contribution from or be indemnified by RCG, or its agent. All of your property kept on the Parking Lot will be so kept at your sole risk and you shall indemnify and save harmless RCG, and its agents from any claims arising out of any damage to such property including, without limitation, any subrogation claims by your insurers.

## Use of the Parking Lot

15. You shall not park or store in any area of the Parking Lot any vehicles that are unlicensed, uninsured, abandoned or inoperable. No commercial vehicle, 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 RCG, poses any kind of hazard or has hazardous content.
16. At no time will you permit to be done 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 Spot for washing your vehicle, for the general storage of your vehicle for any period greater than forty-eight (48) hours, 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.
17. Your vehicle must be parked only in the marked spot, in your assigned parking space. If another vehicle is found in your assigned parking space, please contact the Building Management Company or RCG office immediately to resolve the issue.
18. 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.
19. You shall keep your vehicle locked and secure at all times while it is parked on the Parking Lot. You shall not keep any unaccompanied children or pets in your vehicle on the Parking Lot.

## Signage in the Parking Lot and Rules and Regulations

20. You are subject to any and all additional terms and conditions displayed on the signage of the Parking Lot and are subject to any and all the rules and regulations of RCG. You agree to follow the instructions of RCG personnel attending to the Parking Lot.

## Privacy Policy

21. The current terms and conditions of the Privacy Policy of RCG, which are subject to change from time-to-time, governs the collection, use and disclosure of your personal information by RCG (the "**Privacy Policy**"). You acknowledge and agree to be bound by the Privacy Policy which is hereby incorporated into and constitutes part of this Agreement. A current version of the Privacy Policy is accessible online at [www.twelve25.org](http://www.twelve25.org) or by writing to RCG using the contact information provided in section 22 of this Agreement.

## Notice

22. Any notice to be given under this Agreement shall be in writing and given by: (i) personal delivery (including by prepaid private courier); (ii) registered or certified mail, postage prepaid; (iii) facsimile transmission; or (iv) electronic mail, as follows:

**to Ridge Capital Group Inc.**  
PO Box 69 WINDOR A  
Windsor, ON  
N9A 6J5  
Attention:  
Twelve25 Parking  
Fax: (519) 256-2113  
Email: [Parking@twelve25.org](mailto:Parking@twelve25.org)

**and**

**to you**, at the contact information you provided in your online account at [www.twelve25.org](http://www.twelve25.org)

or to such other person or address as may be designated by written notice from either party to the other. Any notice is deemed to have been given and received: (i) if sent by personal delivery (including by prepaid private courier), then on the date of receipt; (ii) if sent by mail, then three (3) Business Days after mailing unless prior to the deemed receipt there shall have occurred an actual or threatened interruption of postal services in which event the notice shall not be deemed to have been received until it has actually been received; or (iii) if sent by facsimile transmission or electronic mail during Normal Business Hours, then on the date of transmission or if sent by facsimile transmission or electronic mail outside of Normal Business Hours, then on the following Business Day. For the purpose of this section 27, “**Business Days**” shall mean any of the days from Monday to Friday of each week inclusive unless such day is a statutory holiday, and “**Normal Business Hours**” shall mean the hours from 9:00 AM to 4:00 PM EST on Monday to Thursday of each week and from 9:00 AM to 1:00 PM EST on Friday of each week unless any of such hours fall on a statutory holiday.

## Corporate Customers

23. If you are entering into this Agreement on behalf of a corporation to obtain parking privileges for one or more individual parkers, you represent and warrant to RCG that you are an authorized signatory for that corporation. You agree to provide a copy of this Agreement and its terms and conditions and take all steps necessary to ensure that your parkers are aware of, and agree to abide by, the terms and conditions of this Agreement, other than those regarding fees being paid by the corporation on the parker’s behalf. You further agree that in the event of a breach of any of the terms or conditions of this Agreement by an individual parker to whom you have granted parking privileges under this Agreement, RCG may, without limitation and without notice to you, terminate this Agreement and your parking rights, charge the individual parker the regular daily rate, issue a parking violation notice, tow his or her vehicle at his or her expense, and, at the sole discretion of RCG, pursue any and all other remedies available to RCG by virtue of this Agreement and applicable laws, by-laws, regulations or other governmental ordinances from time-to-time in existence.

## Miscellaneous

24. RCG does not guarantee the availability of parking at the Parking Spot at all times in spite of individuals satisfying the eligibility criteria for the Parking Spot as determined by RCG in its sole and absolute discretion. Your selected Parking Spot may, from time-to-time, be unavailable for reasons including, but not limited to, repair or maintenance activities, cleaning, construction, weather conditions, snow fall, emergencies or events of force majeure. In such cases, you will have no recourse against RCG and will not be entitled to any abatement of your Parking Fee.
25. If you have signed a Parking Application/ Agreement (the “**Application**”) at the RCG office to purchase your monthly Parking Spot, you acknowledge and agree to be bound by such Application which is

hereby incorporated into and constitutes part of this Agreement.

26. RCG does not warrant or make any representations as to the security of the website of [www.twleve25.org](http://www.twleve25.org) nor does it warrant that functions or materials accessible from or contained in that website will work uninterrupted or error free, that defects will be corrected or that such website is free from viruses or other harmful elements.
27. You acknowledge and agree that you are responsible for maintaining the confidentiality of any passwords associated with any account you use to access or use the website of [www.twleve25.org](http://www.twleve25.org) and that you will be solely responsible to RCG for all activities that occur under your account. If you become aware of any unauthorized use of your password or your account, you shall notify RCG immediately.
28. To purchase a license for the use of a parking space from RCG under this agreement or otherwise, you must, if you are an individual acting on your own behalf or representing another individual, be at least 18 years of age and be legally capable of contracting.
29. RCG reserves the right to waive any of the terms and conditions of this Agreement from time-to-time in its sole discretion. Any such waiver on one occasion will not be construed as a general waiver, or waiver of the same term on a subsequent occasion.
30. This Agreement and its terms and conditions are subject to change by RCG from time-to-time by providing you with advance written notice of twenty-one (21) days. By continuing to pay the Parking Fee to purchase a Monthly Parking Spot, you acknowledge and agree that you are accepting any revised terms or conditions of this Agreement.
31. If any provision of this Agreement is found to be illegal or not enforceable, it or they shall be considered separate and severable from this Agreement and the remaining provisions shall remain in full force and be binding upon the parties hereto as though 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.
32. The headings of all sections are inserted for convenience of reference only and shall not affect the interpretation of this Agreement.
33. This Agreement and the transactions contemplated by it shall be interpreted, governed and enforced in accordance with the laws of the Province of Ontario.
34. You acknowledge and agree that this Agreement represents the entire Agreement between you and RCG 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.