

**150 KING STREET WEST  
BICYCLE PARKING AGREEMENT**

**BETWEEN:** BentallGreenOak (Canada) Limited Partnership (by its General Partner, BentallGreenOak (Canada) GP Ltd)

**As Authorized Agent for  
SUN LIFE ASSURANCE COMPANY OF CANADA  
(Landlord)**

\_\_\_\_\_ and (the "User")

**LOCATION:** 150 King Street West

**COMMENCEMENT DATE:** \_\_\_\_\_

**MONTHLY RATE:** No Charge

The Owner hereby grants to the User a non-exclusive agreement to allow the user to park their bicycle in the bicycle racks located inside the secure bike cage on the P2 level of the parking garage in the building referred to above.

The agreement shall be for a period of one month from the Commencement Date and shall thereafter renew automatically from month to month unless terminated by either the User or the Landlord on thirty (30) days' written notice to the other.

To gain access to/from the parking garage, the Landlord will provide the User with access on their building access card.

Except to the extent that the same is caused by the negligence of the Landlord or those for whom it is responsible in law, the Landlord shall not be liable for:

- (i) any personal injuries or death suffered in or about the parking garage by the User, or by their employees, agents, guests or invites; or
- (ii) any loss or damage which occurs in or about the parking garage to any property of the User, or of their employees, agents, guests or invites, including vehicles and content.

Regardless as to the cause of such damage, injury or loss; notwithstanding the foregoing, it is agreed that the Landlord shall not be responsible for providing or maintaining any security in or about the parking garage and accordingly, the Landlord shall not be liable for any personal injuries, death or property damage resulting from improper security or lack of security regardless as to whether or not the Landlord or those for whom it is responsible in law are found to be negligent.

The parking rights granted by this agreement are by way of licence only and shall not constitute a lease or an interest in the land. Under no circumstances shall the Landlord be considered to have custody of or be a bailee of the User's vehicle(s).

The User shall not be entitled to transfer this agreement to any other person.

The User agrees to comply with all reasonable rules and regulations established by the Landlord from time to time in respect to the parking garage.

Any notices required or permitted under this agreement may be given to the Landlord at its address indicated below. All such notices shall be given to the Landlord at the following address:

**BentallGreenOak (Canada) Limited Partnership  
150 King Street West, Suite 101  
P.O Box 77  
Toronto, Ontario, M5H 1J9**

I have read the above and agree to the conditions set out herein;

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_ **SUITE #:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **TELEPHONE:** \_\_\_\_\_

**BICYCLE SERIAL NUMBER:** \_\_\_\_\_ **MAKE/MODEL:** \_\_\_\_\_ **COLOUR:** \_\_\_\_\_

<b>ACCEPTANCE:</b>	<b>BentallGreenOak (Canada) Limited Partnership</b>
<b>Per:</b> _____	