

SCHEDULE A

THIS PARKING LOCATION AGREEMENT DATED the _____ day of _____, 20_____.

BETWEEN:

THE PEOPLE'S CAR CO-OPERATIVE INC.

o/a COMMUNITY CARSHARE

(hereinafter referred to as "CarShare")

of the First Part

- and -

CORPORATION OF THE CITY OF LONDON

(hereinafter referred to as the "Location Provider")

of the Second Part

WHEREAS CarShare provides car sharing as an alternative to the conventional model of car ownership, creating a more efficient system which supports sustainable modes of transportation;

AND WHEREAS CarShare seeks to partner with location providers across the cities it serves to build a network of parking locations that could be easily activated with a car share vehicle upon member demand;

AND WHEREAS the Location Provider is interested in partnering with CarShare as outlined below;

NOW THEREFORE in consideration of the mutual covenants contained herein and for the good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CarShare and the Location Provider hereby agree as follows:

1. (a) CarShare shall be permitted to reserve 6 parking spaces (the "Parking Spaces") at the lot or area under the ownership or management of the Location Provider which is located at:

- (i) Municipal Lot 2 near Banting House
- (ii) Municipal Lot 4 at Tolpuddle Housing Co-Op
- (iii) Municipal Lot 3E near Oxford/Richmond
- (iv) Municipal Lot 8 Budweiser Gardens
- (v) Municipal Lot 12 PUC Lot Ridout and Horton
- (vi) Municipal Lot 7 at the Parking Enforcement Office

(b) The specific Parking Spaces (Appendix A) to be reserved are to be located as follows:

- (i) Municipal Lot 2 near Banting House (Parking space is located near Adelaide Street)
- (ii) Municipal Lot 4 at Tolpuddle Housing Co-Op (Parking space is located near Southwest corner of the Tolpuddle Housing Co-Op)
- (iii) Municipal Lot 3E near Oxford/Richmond (Parking space is located near Oxford Street)
- (iv) Municipal Lot 8 Budweiser Gardens (Parking space is located near the corner of Ridout and King Streets)
- (v) Municipal Lot 12 PUC Lot Ridout and Horton (Parking space is located near Ridout and Horton Streets)
- (vi) Municipal Lot 7 at the Parking Enforcement Office (Parking space is located near Dundas Street on the southeast corner of the lot)

2. CarShare vehicles will be parked regularly at the Parking Spaces at any time, for use by its members and staff. At all times the Parking Spaces will be reserved for the use of CarShare vehicles. The Location Provider shall permit, and CarShare shall affix the following items to existing or new structures or posts as deemed appropriate by CarShare, that are in close proximity to the Parking Spaces, including but not limited to, reserved parking signage; a marketing materials container; and a lock box.
3. The Location Provider agrees to provide the Parking Spaces in kind and at no cost or expense to CarShare, in consideration of the Location Provider's support of sustainable transportation options.
4. The Location Provider shall, during the term of this Agreement, ensure that:
 - (a) the Parking Spaces are maintained in a safe condition, clear of snow or other obstructions;
 - (b) the Parking Spaces are lit overnight, or at all times if located indoors, and publicly accessible 24 hours per day;
 - (c) it purchases and maintains general liability insurance in an amount no less than \$2,000,000.00 throughout the term of this Agreement and listing CarShare as a co-insured; Location Provider covenants and agrees with CarShare to provide proof of the aforesaid insurance to CarShare at any time upon request by CarShare;
 - (d) CarShare purchases and maintains comprehensive general liability insurance on an occurrence basis for an amount not less than Two Million (\$2,000,000) dollars and shall include the Location Provider as an additional insured;
 - (e) CarShare purchases and maintains Automobile liability insurance for an amount not less than Two Million (\$2,000,000) dollars on forms meeting statutory requirements covering all vehicles used in any manner in connection with the performance of the terms of this Agreement.

(f) CarShare and its registered Drivers also agree to indemnify the Location Provider and any of its Directors, employees, members, partner agencies or institutions, agents, or sponsors where it has incurred liability and expense up to a limit of \$2,000,000. Notwithstanding the foregoing, the foregoing indemnity shall not apply in circumstances where any of the liability or expense is the result of the acts or omissions of the Location Provider or those for whom the Location Provider is in law responsible

(g) the Parking Spaces are managed with the understanding of CarShare's presence, including, but not limited to, ensuring that no CarShare vehicle is towed or ticketed by the Location Provider and/or its representatives or agents.

5. The following additional features, as recommended by CarShare, may be used in relation to the Parking Spaces (*initial as applicable*):

initials (a) pavement markings on reserved space(s) or other surface areas;

initials (b) wayfinding or directional signage from roadways, walkways, etc.

initials (c) use of new or existing displays at the Location Provider to promote CarShare; and

initials (d) location naming in reservation system.

6. Either Party may, at its option, cancel this Agreement on three (3) months' written notice to the other Party. In addition, the Location Provider may, on sixty (60) days' written notice to CarShare, interrupt access to the Parking Spaces or change the Parking Spaces allocated to CarShare, and, upon receipt of notice of same, CarShare shall be permitted, in the exercise of its sole discretion, to terminate this Agreement on thirty (30) days' written notice to the Location Provider. Any items affixed to existing or new structures or posts by CarShare pursuant to this Agreement, including reserved parking signage, marketing material container and a lock box, shall be removed at the termination of this Agreement by CarShare at no cost to the Location Provider.

7. General Matters

- (a) All notices or other documents required or which may be given under this Agreement shall be in writing duly signed by the Party giving such notice and transmitted by personal service, courier delivery, facsimile transmission, electronic mail, prepaid, registered or certified mail to the addresses as set out herein:

Community CarShare
203-290 King St. E.
Kitchener, ON N2G 2L3
Attention: Janet MacLeod, Executive Director

The Corporation of the City of London
300 Dufferin Ave., P.O. Box 5035
London, Ontario N6A 4L9
Attention: Director, Environment, Fleet & Solid Waste

Any notice so given shall be deemed to be received on the earlier of the date of the actual receipt and five (5) days after the date of mailing if sent by registered or certified mail. Where notice is given by facsimile transmission or electronic mail, notice is deemed to have been received on the date of transmission. If postal service is interrupted by strike or other irregularity, notice shall not be given by mail during such interruption. Any Party may, from time to time, by notice given as provided above, change its address for service.

- (b) This Agreement, upon execution, shall constitute the entire agreement and understanding between the Parties and supersedes all previous agreements and understandings between the Parties. Save and except as otherwise provided in this Agreement, neither Party is relying on any representation, warranty, condition, inducement, promise or other assurance (express or implied, oral or written, statutory or otherwise)

which may have been made previously by the other Party or by anyone else concerning this Agreement and its subject matter.

- (c) This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
- (d) The Parties acknowledge and agree that they are entities which are independent of each other and this Agreement does not give either Party the right to bind the other to any obligation, or to assume or to incur any obligation on behalf of the other.
- (e) If any term or provision of this Agreement or the application of this Agreement to any person or circumstance is found or determined to be invalid or unenforceable to any extent, the remainder of this Agreement or the application of such term or provision to persons for circumstances other than those as to which it is held invalid and unenforceable shall not be affected.
- (f) Neither Party shall be deemed to have waived its rights to enforce any obligation of the other Party under this Agreement unless the waiver is in writing and signed by the waiving Party. No such waiver shall constitute a waiver of rights regarding any other breach or any such subsequent breach of this Agreement. The decision of either Party to not exercise its rights under this Agreement or not to require full performance by the other Party shall not be construed as a waiver by the Party of any right under this Agreement.
- (g) The Parties shall execute, acknowledge and deliver all such further assurances and documents and take such actions as may be necessary or appropriate in order to carry out the intent and purposes of this Agreement.
- (h) All disputes and questions whatsoever which shall arise between the Parties to this Agreement over any clause or thing herein contained, or any covenant, payment, valuation or division of assets, debts or liabilities

to be made hereunder, or as to any act, deed or omission of any Party under this Agreement, shall be referred to arbitration in accordance with and subject to the provisions of the *Arbitration Act*, 1991 (Ontario) for the time being in force or successor legislation thereto, and a decision therefrom shall be final and binding upon all of the Parties hereto, and no appeal shall lie therefrom.

- (i) The terms, covenants and conditions of this Agreement shall be binding upon and shall enure to the benefit of each of the Parties and their heirs, executors, administrators, successors and assigns to this Agreement.
- (j) Wherever the singular and masculine are used in this Agreement, they shall be construed as if the plural or the neuter or feminine had been used, where the context or the party or parties hereto so require, and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

**THE PEOPLE'S CAR CO-OPERATIVE INC.
operating as "COMMUNITY CARSHARE"**

**THE CORPORATION OF THE CITY OF
LONDON ("LOCATION PROVIDER")**

Per: _____

Name:
Title:

Per: _____

Name:
Title:

Per: _____

Name:
Title:

Per: _____

Name:
Title:

(I/we have the authority to bind the Co-operative)

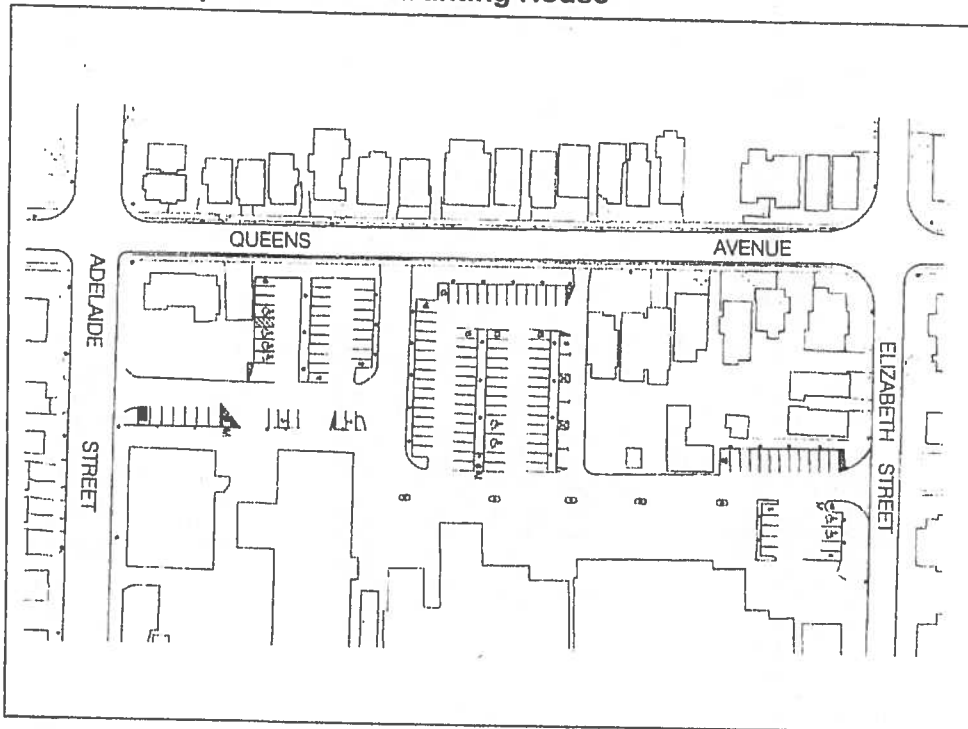
(I/we have the authority to bind the Corporation)

APPENDIX A

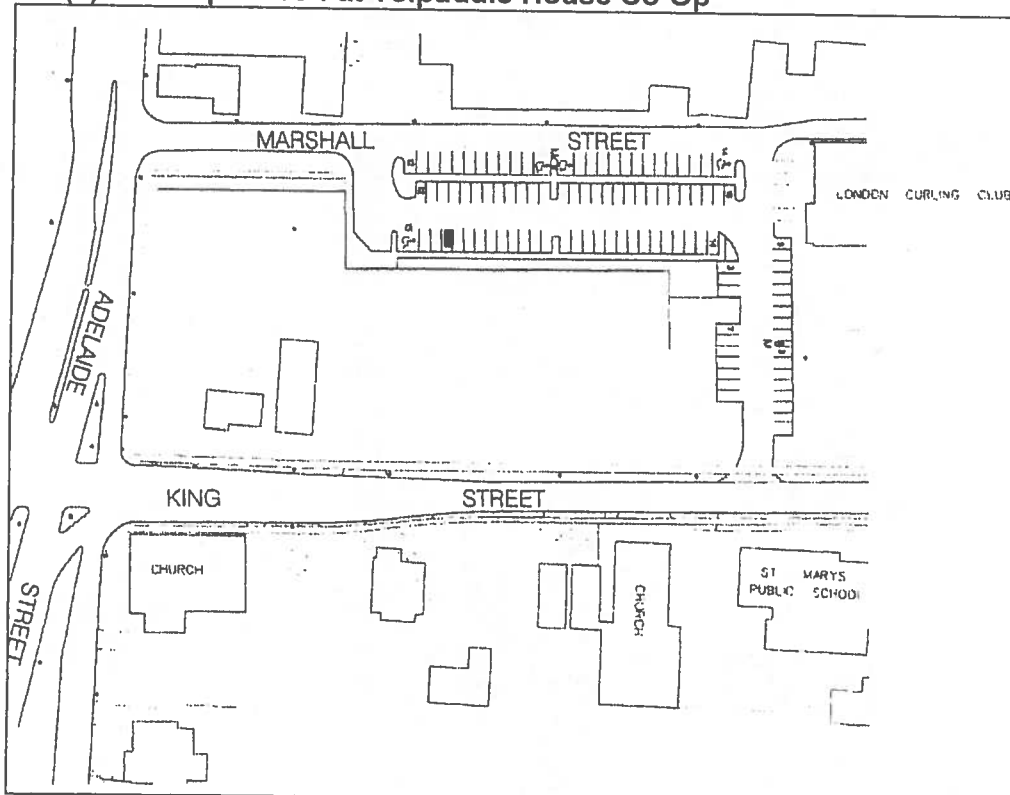
Locations of parking spots provided to Community CarShare

Note: Black spot indicates the Community CarShare space.

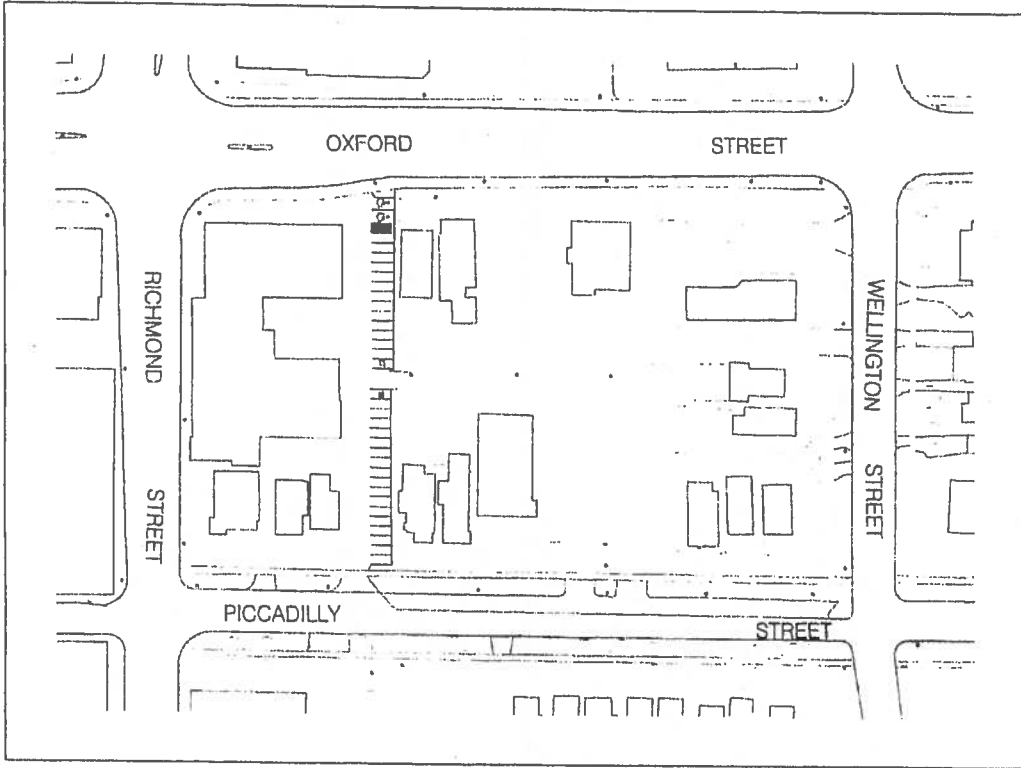
(i) Municipal Lot 2 near Banting House



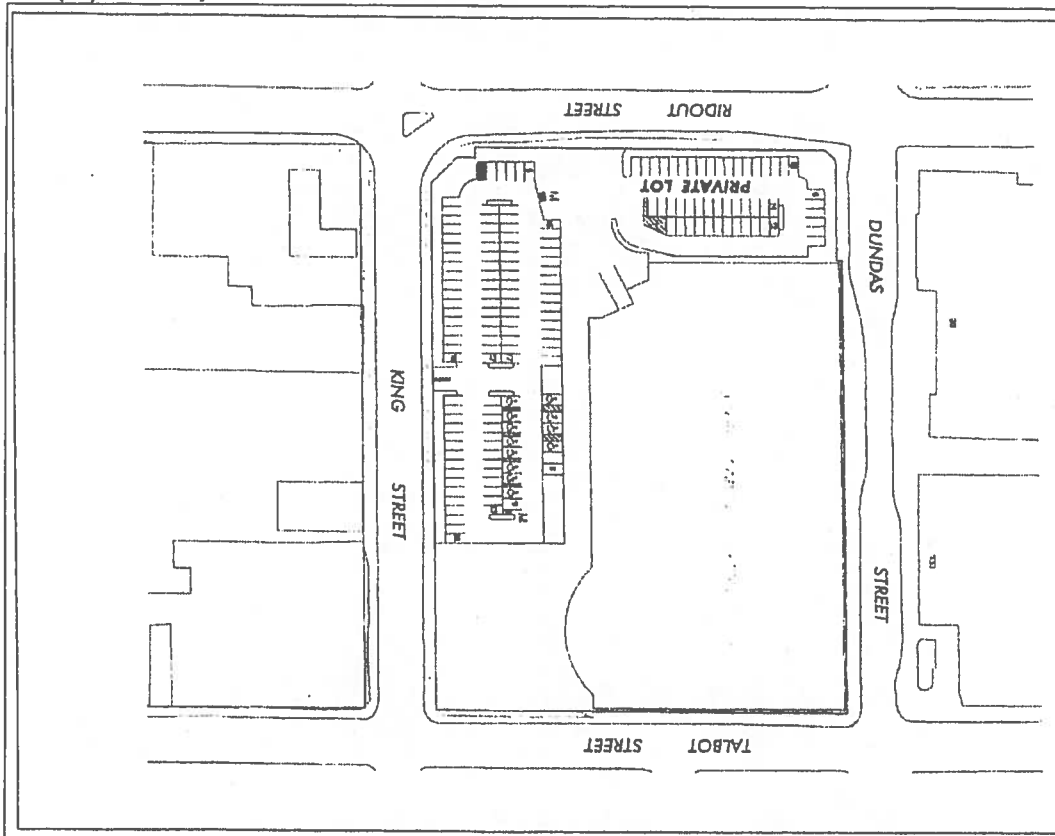
(ii) Municipal Lot 4 at Tolpuddle House Co-Op



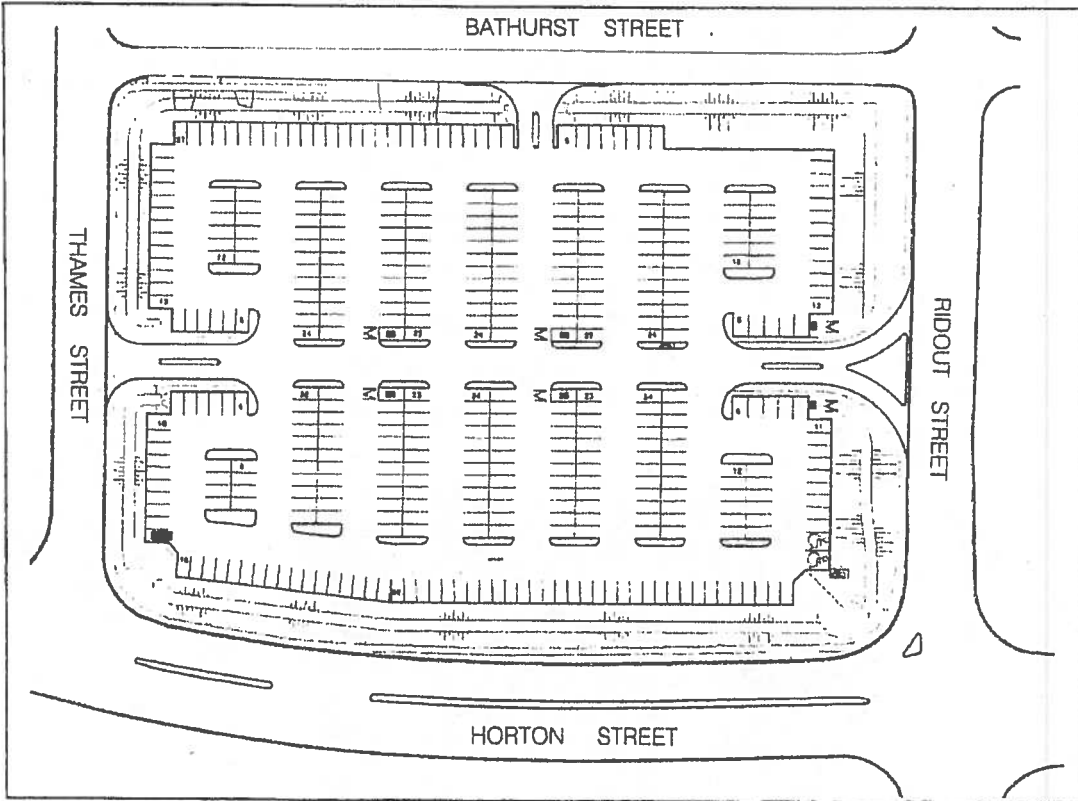
(iii) Municipal Lot 3E near Oxford/Richmond



(iv) Municipal Lot 8 Budweiser Gardens



(v) Municipal Lot 12 PUC at Ridout and Horton



(vi) Municipal Lot 7 Parking Enforcement Office

