



Customer Information

Name _____
Address _____
City _____ Postal Code _____
Phone _____
Email _____
Driver's Licence Number _____

Vehicle Information

Licence Plate _____
Vehicle Make _____
Vehicle Model _____
Vehicle Colour _____

Terms and Conditions

1. This Application will be rejected 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) there are any delinquent accounts or outstanding amounts and/or fines associated with the Applicant or the Vehicle;
 - (c) the Applicant fails to provide any documentation requested by the WPA in connection with this Application; or
 - (d) the permit applied for does not fall within the jurisdiction of the By-Law.
2. The WPA is not responsible for any loss or damage whatsoever resulting from lost or delayed correspondence sent via standard or registered lettermail delivery service.
3. By providing the WPA with personal information the Applicant consents to the WPA securely storing such information, and consents to the use of it by the WPA to contact the Applicant and/or verify the Applicant's identity.
4. Any and all outstanding fines and charges owed by the Applicant to the WPA must be paid in full prior to the issuance, or renewal, of a parking permit. 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 permit application process in order to verify permit eligibility; for notification of permit cancellation; for notification of alteration of terms and conditions of Agreement (where applicable) and, as it is the policy of the WPA that any and all outstanding fines and charges must be paid in full prior to the issuance or renewal of a permit, to verify if there are any outstanding fines and or charges. Inquiries regarding the collection of personal information should be directed to the WPA FIPPA Coordinator through 311.
5. Acceptance of this Application by the WPA constitutes a binding agreement between the Applicant and the WPA under the following conditions:

Definitions

5.1 The following terms shall have the following respective meanings:

- (a) **Agreement** means this agreement;
- (b) **Applicant** means the applicant identified on this application;
- (c) **Application** means this application;
- (d) **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 replacement By-Laws, as the case may be;
- (e) **City** means the City of Winnipeg;
- (f) **Dash Card** means a permit displayed on the Vehicle's dashboard so as to be visible from the exterior of the Vehicle;

- (g) **Permit** means any parking permit issued pursuant to this Agreement;
- (h) **Transponder** means an access device used to gain entry to the parking facility;
- (i) **Vehicle** means the vehicle identified on the Application and any additional vehicle(s) linked with the Permit, where allowed by the permit type;
- (j) **Virtual Permit** means a Permit which is identified by the Vehicle's licence plate and which is not displayed within the Vehicle;
- (k) **WPA** means the City of Winnipeg Parking Authority.

Applicant Obligations

- 5.2 The Applicant is responsible for compliance with the terms of the Agreement, and for the compliance by the Vehicle.
- 5.3 The Applicant shall park courteously and shall comply with all regulations, instructions, benefits and penalties, as may be applied by the City in accordance with its By-Laws, including but not limited to tagging and towing of the Vehicle.
- 5.4 The Applicant shall park in the above specified parking facility and in the above specified reserved parking stall (if assigned) in accordance with the terms of the Agreement.
- 5.5 The Applicant shall notify the WPA of any change of licence plate number, contact address, or vehicle registration by completing the Licence Plate Registration Form located on the WPA's website and submitting same to the WPA. 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.
- 5.6 The Permit is non-transferable between individuals or vehicles and is valid for use by the Applicant and the Vehicle only. Additional vehicles may not be linked to the Permit except where permitted by permit type.

Limitation of Liability

- 5.7 The City and the WPA shall not be liable for injury to or loss suffered by 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 arising due to any injury to employees of the City, third persons, or members of the public, or their property, caused by any act or omission of the Applicant and which is attributable to the Applicant's use of the specified parking facility and/or parking stall.

Termination

- 5.8 The Applicant may terminate this Agreement by providing one full calendar months' written notice to the WPA by filling out the Permit Cancellation Form located on the WPA's website and delivering it to the WPA or submitting it by email to wpa-permits@winnipeg.ca or by fax to 204-986-5155. The Applicant shall provide any such notice to the WPA on or before the 1st day of the month for cancellation to be effective the last day of that month. In the event that any such notice is provided to the WPA on the 2nd of the month or later, the notice period shall be deemed to begin on the 1st day of the following month and cancellation will be effective on the last day of the month following the notice period. In such an event, the Applicant shall be responsible for additional charges.
- 5.9 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.
- 5.10 The WPA may revoke, suspend, or cancel the Permit without notice at any time for any violation of the terms of this Agreement, for non-payment or returned payment, or for any illegal activities by the Applicant. In the event that 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.
- 5.11 In the event this Agreement is terminated by either party, any Transponder issued to the Applicant in connection with this Agreement must be returned to the Winnipeg Parking Authority Office (495 Portage Avenue, Winnipeg, MB R3B 2E4), within 5 days following the date cancellation becomes effective, after which time any deposits paid to the WPA shall be forfeit.
- 5.12 The Applicant shall be liable for all outstanding amounts owing under this Agreement, including late/NSF charges as set out in the City of Winnipeg Fees and Charges By-law No. 196/2008 and any fees incurred due to the Applicant's failure to provide one full calendar months' notice of termination to the WPA.

Permit-Specific Terms and Conditions

5.13 Any Virtual Permit issued pursuant to this Agreement:

- (a) will be activated for use 24 hours after the Application has been processed by the WPA. The Applicant must ensure at all times that the licence plate associated with the Virtual Permit is displayed on the Vehicle. 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.

5.14 Any Transponder issued pursuant to this Agreement:

- (a) shall remain the property of the WPA and its use shall be conditional on acceptance of the Terms and Conditions of this Agreement by the Applicant. The Applicant shall provide a one-time refundable deposit for the Transponder and, in the event that this Agreement is terminated, such deposit shall be refunded to the Applicant upon return of the Transponder to the WPA in accordance with the terms of this Agreement.
- (b) shall be programmed for the times during which the Applicant may access the parking facility specified above, and outside of which regular parking fees will be payable by the Applicant upon exit of the parking facility.
- (c) will become invalid and the Applicant shall pay the daily parking rate for all vehicles in addition to the regular monthly parking fee if the Transponder is used to allow more than one vehicle at a time to enter or exit a parking facility. In the event that a Transponder 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 Transponder activity history report.

5.15 Any Dash Card issued pursuant to this Agreement:

- (a) must be displayed on the dashboard of the Vehicle as proof of purchase. The Applicant shall pay a "Lost Permit Fee" as set by the WPA if the Dash Card is lost. If the Dash 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.
- (b) is valid for use only in the vehicle specified above.
- (c) is valid at City of Winnipeg on-street paid parking locations only.
- (d) may only be used for a total of 2 hours on any given block face in a 24 hour period.
- (e) will be issued to the applicant once annually between January 1 – December 31.

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** _____

<p><u>Office Use</u></p> <p>Documentation Attached:</p> <p><input type="checkbox"/> Drivers Licence <input type="checkbox"/> Vehicle Registration</p>	<p>Issued Book #: _____</p> <p>Processed By: _____</p>
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