



The Winnipeg Parking Authority Bicycle Permit Application



Effective Date _____

Applicant Information

Name _____

Email _____

Home Address _____

Employer _____

City _____ Postal Code _____

Employee ID # _____

Phone _____ Alternate _____

(City of Winnipeg Employees Only)

Bicycle Permit holders access the Parkade through the Donald St. Entrance ramp using the access card on the touch card reader which is located before the overhead door on the wall. Exit from the Parkade is gained through the Donald St. Exit using the access card on the touch card reader which is located on the side of the Pay In Lane equipment.

Access to the bicycle corral is granted through the use of a swipe card. Although the corral is secure, cyclists are encouraged to bring their own bike lock, as any swipe card holder can access the space.

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) there are any delinquent accounts or outstanding amounts and/or fines associated with the Applicant or the Vehicle;
 - (b) the Applicant fails to provide any documentation requested by the WPA in connection with this Application; or
 - (c) 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) **Access Card** 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

Limitation of Liability

5.2 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

5.3 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.

5.4 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.

5.5 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.

5.6 In the event this Agreement is terminated by either party, any Access Card 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.

5.7 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

5.8 Any Access Card 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 Access Card and, in the event that this Agreement is terminated, such deposit shall be refunded to the Applicant upon return of the Access Card to the WPA in accordance with the terms of this Agreement.
- (b) will be granted on an annual basis (May 1 – April 30) and shall be paid in advance, and in its entirety, no refunds given and in addition, a Card Deposit will be paid with application.

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** _____

<u>Office Use</u>	<u>Payment Method</u>	<u>Payment Amount</u>
	<u>UID Number</u>	<u>Permit Number</u>