

# PARKING AGREEMENT

**Parking Lot** (check one)

<input type="checkbox"/> 34-36 Rabbi Lipa Medjuck St	<input type="checkbox"/> 123 Robinson St	<input type="checkbox"/> 272 St. George St
<input type="checkbox"/> 36-38 Fleet St	<input type="checkbox"/> 130 Queen St	<input type="checkbox"/> 502 Main St
<input type="checkbox"/> 77 Foundry St	<input type="checkbox"/> 150 Lutz St	<input type="checkbox"/> 859 Main St
<input type="checkbox"/> 95 Foundry St	<input type="checkbox"/> 198-202 Lutz St	<input type="checkbox"/> 910 Main St
<input type="checkbox"/> 115 Lutz St	<input type="checkbox"/> 250 Université Ave	

Name: \_\_\_\_\_ Daytime Phone \_\_\_\_\_ Cell \_\_\_\_\_

Home \_\_\_\_\_ Employer Name \_\_\_\_\_

Address \_\_\_\_\_ & Address \_\_\_\_\_

\_\_\_\_\_

E-Mail Address \_\_\_\_\_

Rental Period Start Date : \_\_\_\_\_ End Date :  Until notice given, or

**Terms & Conditions** All vehicles park at the owners' risk; No overnight parking permitted; Payment is made by electronic funds transfer (EFT); Returned payment (NSF) charge is \$50.00 (subject to change); Spaces are rented on a month-to-month basis, from the first day of the month to the last day of the month. Notice of cancellation given during the month is effective at the end of the following month. Cancellation Form must be received by Heritage Management prior to the last day of the month and termination of this Agreement will become effective on the last day of the next month (example: if received on the 10<sup>th</sup> of June, payment will be taken for July 1<sup>st</sup> and the Agreement will terminate on July 31<sup>st</sup>).

**Electronic Fund Transfer Enrollment** – Pre-Authorized Payment **PLEASE ATTACH A VOID CHEQUE**

I/we hereby authorize the appropriate Heritage company to process a payment, in paper, electronic or other form in the fixed amount of \$ \_\_\_\_\_ + HST on my/our account number \_\_\_\_\_ with \_\_\_\_\_ (financial institution) on the 1<sup>st</sup> day of each and every month beginning \_\_\_\_\_.

I authorize the first withdraw from my account to be twice the above-noted amount (to pay for two months of parking, when this form is submitted after the 15<sup>th</sup> day of the month immediately preceding your Rental Period Start Date).

- I/we acknowledge that I/we have:
- Received, read and understood all the provisions contained in the terms and conditions of the pre-authorized payment authorization;
  - Agree to the terms and conditions of the Parking Agreement above;

Signature \_\_\_\_\_ Date : \_\_\_\_\_

Signature \_\_\_\_\_ Date : \_\_\_\_\_



## Pre-Authorized Payment Authorization Terms & Conditions

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I/We acknowledge that this agreement is provided for the benefit of the Payee and of the financial institution where my/our account is maintained (hereinafter referred to as the "Financial Institution") and is provided in consideration of my/our Financial Institution agreeing to process debits against my/our account in accordance with the Rules of the Canadian payments Association.

The Heritage group of companies includes Heritage Management, Heritage Developments, Heritage Resources, Heritage Estates, Heritage Court Holdings, Central Hangar Inc., Fairlanes (1985) Ltd., Fairlanes Limited, Maritime Airways Inc., and Moncton Hangars Inc., hereinafter referred to in this document as Heritage Management.

I/we warrant and guarantee that all persons whose signatures are required to sign on this account have signed this agreement and I/we hereby authorize Heritage Management to draw on my/our account for the purpose of paying my/our rent.

This authorization may be cancelled at any time upon notice by me/us provided that I/we have provided notice of revocation to Heritage Management no later than the 15<sup>th</sup> of the month before the first payment to be cancelled.

I/we acknowledge that provision and delivery of this authorization to Heritage Management constitutes delivery by me/us to my Financial Institution. Delivery of this authorization by Heritage Management constitutes delivery by me.

The Payor and the Payee agree to waive the pre-notification form set out in s.11 of Appendix II of Rule H1 of the Canadian Payment Association.

I/we undertake to inform Heritage Management, in writing, of any change in the account information provided in this authorization by the 15<sup>th</sup> of the month prior to the next payment date.

The account that Heritage Management is authorized to draw upon is indicated on the Electronic Fund Transfer Enrollment form and a specimen cheques for this account has been marked "VOID" and provided to Heritage Management.

I/we acknowledge that my/our Financial Institution is not required to verify that the Pre-Authorized Debit has been issued in accordance with the particulars of this authorization including, but not limited to, the amount nor are they required to verify that any purpose of payment for which the Pre-Authorization Debit was issued has been fulfilled as a condition to honoring a pre-Authorized Debit issue or caused to be issued by Heritage Management on my/our account.

Revocation of this authorization does not terminate the contract for any goods or services that exists between Heritage Management and me/us. This authorization applies only to the method of payment and does not otherwise have any bearing on the contract for goods or services exchanged.

I/we may dispute a Pre-Authorized Debit under the following conditions (1) it was not drawn in accordance with my/our authorization; (2) the authorization was revoked; or (3) Pre-notification was not received.

I/we in order to be reimbursed, acknowledge that a declaration that 1, 2 or 3 took place, must be completed and presented to the branch of the Financial Institution holding my/our account up to and including 90 calendar days in the case of a personal/household Pre-Authorized Debit (or up to and including 10 business days in the case of a business Pre-Authorized Debit), after the date on which the Pre-Authorized Debit in dispute was posted to my/our account.

I/we acknowledge that a claim on the basis that my/our authorization was revoked, or any other reason, is a matter to be resolved solely between me/us and Heritage Management when disputing any Pre-Authorized Debit after 90 calendar days in the case of a personal/household Pre-Authorized Debt (or after 10 business days in the case of a business Pre-Authorized Debit)

**Definitions Business Pre-Authorized Debit** : A Pre-Authorized Debit in paper, electronic or other form drawn on the account of a payor such as, but not limited to, a corporation, an organization, a trade, an association, a government entity, a profession, a venture or an enterprise, for the payment of goods or services related to the commercial activities of the payor. **Personal/household Pre-Authorized Debit** : A Pre-Authorized Debit drawn on the account of the Payor for payments such as, but not limited to, charitable donations, RESP and spousal RRSP contributions, mortgage installments, utility bills, insurance premiums, membership fees, property taxes, credit card billings and payments for other consumer goods and services.