



Please select a permit type:

Over 22' ☐

Under 22' ☐

Parking Location 106 Israel Asper Way

Valid only at this location

Effective Start Date _____

Effective End Date _____

Business Owner Information

Name _____

Address _____

City _____ Postal Code _____

Phone _____ Fax _____

Email _____

Driver's License Number _____

Mobile Vendor Unit Information

Licence Plate # _____

Company Name _____

Vendor Name (if different than above) _____

Vehicle Make _____

Total Length of Vehicle(s) _____

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 24 hour notice to the WPA by phone to 3-1-1, toll free 1-877-311-4974 (4WPG). The Applicant shall provide any such notice to the WPA, otherwise the applicant shall be responsible for charges.
- 5.9 The WPA may terminate or alter the terms of this Agreement by providing 24 hour 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 the dates specified as confirmed 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.
- (b) is to be used during approved permit times, by the above unit which is a motor vehicle or trailer that is legally parked and being used to serve from within the vehicle, goods to pedestrians. The unit nor its customers are to be obstructing or unduly inhibiting vehicular or pedestrian traffic.
- (c) does not authorize the permit holder to park on-street. The motor vehicle or trailer must be parked within the designated area within the parking lot, unless otherwise agreed upon by the WPA. The permit may be suspended or revoked if a vendor unit is parked outside of the approved area without authorization.
- (d) Any advertising including signage must be located within 5 meters of vendor unit and not to be placed on other properties, planters, trees etc. and the use of other properties infrastructure is prohibited. Clean up within a 6.0 metre radius after service is required prior to departure and the placement of furniture associated with the mobile vendor unit operation is also prohibited. Failure to comply with Clean up requirement may result in a waste removal fee. It is prohibited from discharging waste material. The vendor will only utilize a generator that has an operating noise level within the limits allowed under City of Winnipeg By-laws.
- (e) must hold and keep a valid permit issued under section 3 of the Food and Food Handling Establishment's Manitoba Regulation 153/2003 if the business is serving food from the unit and the permit is to be made available for inspection upon request by an enforcement officer.
- (f) is non-transferable and is valid only for dates listed on the Application.

- 5.14 Any Dash Card issued pursuant to this Agreement 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.

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 Only</u>	<u>Payment Method</u> <u>Amount</u>	
	<u>UID Number</u>	<u>Permit Number</u>