



Residential Parking Zone _____

Applicant Information

Name _____ Address _____

City _____ Postal Code _____

Phone _____ Driver's License Number _____

Email _____

Vehicle Information

Licence Plate _____

Note: Limit of 1 vehicle per permit and 3 permits per residence.

Terms and Conditions

Definitions

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) **Permit** means any parking permit issued pursuant to this Agreement;
 - (g) **Vehicle** means the vehicle identified on the Application
 - (h) **Virtual Permit** means a Permit which is identified by the Vehicle's licence plate and which is not displayed within the Vehicle;
 - (i) **WPA** means the City of Winnipeg Parking Authority.

2. 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) the City is entitled to take collection action for outstanding fines or fees 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) there are already three active permits associated with the applicant address.

3. The WPA is not responsible for any loss or damage whatsoever resulting from lost or delayed correspondence sent via standard or registered letter mail delivery service.
4. 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.
5. Acceptance of this Application by the WPA constitutes a binding agreement between the Applicant and the WPA under the following conditions:

Applicant Obligations

- 6.1 The Applicant is responsible for compliance with the terms of the Agreement, and for the compliance of the Vehicle.
- 6.2 The Applicant shall comply with all regulations, instructions, benefits and penalties, as may be applied by the City in accordance with its By-Laws. The Applicant shall notify the WPA of any change of licence plate number, address, or vehicle registration by completing the Licence Plate Registration Form located on the WPA's website and submitting it 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, the issuance of a penalty notice (i.e. a ticket), and towing/impound of the Vehicle.
- 6.3 The Permit is non-transferable between individuals or vehicles and is valid for use by the Applicant and the Vehicle only.

Limitation of Liability

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

- 8.1 The Applicant may terminate this Agreement by providing 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.
- 8.2 The WPA may terminate or alter the terms of this Agreement by providing 30 days written notice of alteration or termination to the Applicant. Any such alteration or termination shall be at the sole discretion of the WPA.
- 8.3 The WPA may revoke, suspend, or cancel the Permit 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.
- 8.4 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.

Permit-Specific Terms and Conditions

9. Any Virtual Permit issued pursuant to this Agreement:
 - (a) will be activated for use after the Application has been processed and payment received 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 an administrative penalty (i.e. a monetary fine) under the By-Law, and towing/impound of the Vehicle.
 - (b) is valid for on-street parking within the residential parking zone assigned through the address indicated on the application.
 - (c) will become invalid if the applicant moves out of the assigned residential parking zone or time-limited parking has been removed from the applicant's street.
 - (d) is non-refundable
 - (e) will be valid for one year from date of application processing once payment in full has been received.

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** _____

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) Inquiries regarding the collection of personal information should be directed to the WPA FIPPA Coordinator through 311.

<u>Office Use</u> <input type="checkbox"/> Driver's Licence <input type="checkbox"/> Vehicle Registration <input type="checkbox"/> Proof of Residence (if applicable)	<u>Application Number</u> <input type="checkbox"/> First Permit <input type="checkbox"/> Second Permit <input type="checkbox"/> Third Permit	
	<u>UID Number</u> 	<u>Permit Number</u>

495 Portage Ave., Winnipeg, MB R3B 2E4 | T. : 311 | F. : 204-986-5155 | E. : parking@winnipeg.ca
