



**not have their card or uses an expired card, the User shall be charged the normal daily rate and shall not be provided a refund.**

If the card is lost, stolen or otherwise damaged, the Corporation shall provide to the User a new card upon payment of a **non-refundable fee**. The Corporation reserves the right to set the rate of the fee without notice to the User.

#### **4. Location(s) and hours of operation**

The Corporation reserves the right to modify or limit the User's access to the parking facility(ies) upon three (3) days' prior notice to the User. Such notice shall be posted at the entrance to the parking facility(ies) or sent by email to the User.

The User is not permitted to store their car within their parking space without prior permission from the Corporation.

##### **King Edward Pier**

Each User's right of use is restricted to the area indicated for card holders on the second level of the King Edward Pier and lasts **from Monday 5:00AM to Friday 11:59PM inclusive**. Any User wishing to use the parking area at King Edward Pier outside the hours listed in this contract shall pay the regular prescribed rate (**non-refundable**).

##### **Clock Tower Pier**

Users shall be permitted to park 24 hours a day, seven days a week.

#### **5. Change of Information**

It is the User's responsibility to notify the Corporation of any change(s) the personal information (e.g. license plate number, primary phone number, email etc.) required by this Contract. The User shall inform the Corporation of all changes to its personal information by email.

#### **6. Cancellation and Reimbursement Policy**

The Corporation reserves the right to terminate the rights granted by this contract at any time and at the Corporation's sole discretion.

In the case where a User has paid more than one month in advance and wishes to end this contract, they can do so by advising the Corporation in writing at least two (2) business days prior to the end of the term. The cancellation shall take effect from the first full month following receipt of the notice. The Corporation shall refund the Fees paid for the months covered by the cancellation. In the case where payment was made by post-dated cheques, the Corporation shall destroy those checks covered by the cancellation. Upon request from the User, the Corporation may return any uncashed post-dated cheques.

#### **7. Regulations**

The User shall adhere to the site regulations and road signs put in place by the Corporation relating to the parking facilities and the parking space(s). Any violation shall result in the User's vehicle being towed at the User's expense. The Corporation conducts regular monitoring of the User's conduct in its use of the parking facilities and parking spaces. Any breach of this contract shall void the right to use and access the parking facilities and parking space(s).

Public charging stations: Only charging electric vehicles shall occupy those parking stalls designated as Public Charging Stations. All Users shall move their vehicle once charging is complete.

#### **8. General provisions**

The Corporation shall not be held responsible or liable for any damage, claims, losses, actions or other costs of any nature or kind suffered or incurred by the User at any time and for any reason, whether it be direct or indirect damages, and the User shall not have any right to a reduction or abatement of the parking fees, or to any other recourse against the Corporation. The User renounces their right to any claim, actions or other costs of any nature against the Corporation resulting from damages due to fire, theft, or any other cause. The User acknowledges that he or she uses the parking space(s) at their own risk.

The present contract is non-transferable. The Corporation reserves the right to terminate this contract at any time and at its sole discretion.

#### **9. Operating hours and contact information**

The parking office is open Monday to Friday, from 8am to 1pm and from 2pm to 4pm. The office is closed on statutory holidays.

Parking office contact information: (514) 496-1851 or [stationnement@vieuxportdemontreal.com](mailto:stationnement@vieuxportdemontreal.com)

#### **10. Governing Law**

This contract shall be governed by and interpreted in accordance with the laws of the province of Quebec and the laws of Canada applicable therein.

The User acknowledges having read this contract and accepts the conditions.

\_\_\_\_\_  
User signature

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Corporation Representative

\_\_\_\_\_  
Corporation Representative