

MISSISSAUGA EXECUTIVE CENTRE (M.E.C.)

CycleLoan

Terms and Conditions

1. Purpose
 - a. CycleLoan is a bike sharing program offered to employees of Mississauga Executive Centre's ("MEC") tenants in possession of a valid security pass card (the "Renter").
 - b. CycleLoan is set up by Desjardins Financial Security Life Assurance Company and SWBC Pool III LP (collectively, the "Owner"), their property management agent, Colliers Macaulay Nicolls (Ontario) Inc. (the "Property Manager"), in affiliation with SustainMobility.
 - c. These terms and agreements shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein and any dispute pertaining to the subject matter hereof shall be litigated in Mississauga, Ontario.
 - d. In accordance with the privacy legislation, the personal information requested will be kept confidential and will not be disclosed to others prior to obtaining the Renter's consent unless there is a legal obligation to do so.
 - e. The Renter is registering into this program voluntarily.
2. Registration
 - a. A registration form must be completed and submitted to the Property Management office located at 2 Robert Speck Pkwy, Suite 260 for prior approval. All approved registrations are valid only for the calendar year in which they are completed.
 - b. The Owner and/or Property Manager reserve the right to refuse or rescind the Renter's right to participate in CycleLoan at any time and for any reason whatsoever.
 - c. At the end of each rental season, all registrations for that year expire.
 - d. Re-registration is required for each new season, automatic renewal is not provided.
 - e. Renters must provide accurate information about themselves and must read and sign a waiver before signing out any CycleLoan Equipment.
3. Availability
 - a. CycleLoan program shall be available seasonally, from April 15th to November 15th, five (5) days a week, (Monday to Friday) from 8:00am to 5:00pm except for statutory holidays, in the event of inclement weather conditions and/or where competent authorities limit the use of, or restrict bicycle traffic in the city.
 - b. The Owner and/or the Property Manager reserve the right to cancel, terminate, postpone, delay, adjust or pause the availability of the CycleLoan for any reason whatsoever.
 - c. Access to the CycleLoan program is on a first come, first serve basis and conditional upon the availability of the CycleLoan Equipment.
4. Use
 - a. Renter is required to register, read, understand and accept these Terms and Conditions as well as the Release and Indemnity set out herein before signing out any CycleLoan equipment consisting of bicycle, helmet, a lock and accessories attached to the bicycle (the "CycleLoan Equipment").
 - b. To rent CycleLoan Equipment, Renter shall select a bicycle, helmet and lock and upon inspection, complete the log sign in sheet located with the lobby security guard and leave their security pass card.
 - c. It is understood that the 'rental period' commences when the Renter signs out the CycleLoan Equipment and ends when the CycleLoan Equipment is returned and the Renter signs in.
 - d. When returning CycleLoan Equipment, the Renter must secure it to the dock station using the lock provided.
 - e. All CycleLoan Equipment must be returned no later than 5:00pm the same day to avoid penalties.
 - f. Upon inspection of the returned CycleLoan Equipment by the security guard, if no damage is found, the Renter must sign in the CycleLoan Equipment by completing the log sheet and their security pass card will be returned.
5. Ownership of CycleLoan Equipment
 - a. The Renter acknowledges and agrees:
 - i. not to transfer the CycleLoan Equipment to anyone while the CycleLoan Equipment is in their possession;
 - ii. to use the CycleLoan Equipment as would a reasonable person, which excludes, without limitation:
 - 1) any use that is contrary to the provisions of the applicable road traffic regulations and to the provisions of the Highway Safety Code;
 - 2) use on terrain or in conditions which are likely to damage the CycleLoan Equipment;
 - 3) any use of a CycleLoan Equipment which endangers the Renter or third parties;
 - 4) transporting a passenger in any way whatsoever; and
 - 5) more generally, any improper use of the CycleLoan Equipment;
 - iii. not to exceed the maximum load that can be borne by the bicycle, being 300lbs (136kg) for the bicycle and 30lbs (13.5kg) for the front wheel basket;

- iv. to wear the safety head gear provided at all times when using the CycleLoan Equipment. If the Renter chooses to supply and wear their own safety head gear the Renter hereby agrees that the use of such safety head gear will be at the Renter's own risk. Renter acknowledges that the Owner, Property Manager and SustainMobility shall not be responsible for the condition and inspection of the helmet and Renter agrees to indemnify, defend and hold the Owner, Property Manager, SustainMobility, their respective parents, affiliates, subsidiaries, directors, officers, managers, members, representatives, employees, agents, successors and assigns harmless from any claims, lawsuits, harm, costs, demands, settlements, judgments, losses, liabilities, damages and expenses, including, but not limited to, attorneys' fees, costs and related expenses (collectively, "Liabilities") incurred by the Renter or any third party in connection with the Renter's use of its personal helmet during the Rental Period. If the Security Guard assisting the Renter observes obvious signs of damage to the Renter's personal helmet, they have the right to refuse/decline the Renter's use of the CycleLoan Equipment in that instance;
 - v. that a copy of the Mississauga Road Safety Handbook was provided during the program introduction and is available online or at the Property Management office and the Renter will review same prior the use of the CycleLoan Equipment;
 - vi. to be responsible for the CycleLoan Equipment once removed from the dock station and agrees to do everything possible to prevent the disappearance, theft, deterioration or destruction of the CycleLoan Equipment;
 - vii. to return the CycleLoan Equipment, the same day, no later than 5:00pm. Failure to comply with this obligation will be investigated and a penalty determined based on the nature of the incident;
 - viii. to report, when returning a CycleLoan Equipment, any problem or malfunction related to the use of the CycleLoan Equipment; and
 - ix. if a malfunction of the CycleLoan Equipment occurs during their possession and cannot be returned, the Renter is to secure the bicycle using the lock provided and call the Property Management office (# 905-275-5000) at which point arrangements will be made to collect and return the Renter to where the CycleLoan Equipment was signed out.
6. Restrictions
- a. The rental of the CycleLoan Equipment is for the exclusive use of the Renter who is expressly forbidden to permit any third party to use the CycleLoan Equipment in any way whatsoever.
 - b. CycleLoan is not provided to any minor aged less than 18 years, accompanied or not.
7. Responsibilities and Representations
- a. The Renter shall be solely responsible for any damages to personal property, injury or loss caused directly or indirectly to the Renter or to any third party in connection with the Renter's use of the CycleLoan Equipment.
 - b. Renter shall be responsible for any damages caused to the CycleLoan Equipment in connection with the Renter's use thereof, including damages to the CycleLoan Equipment caused by excessive use, or use in a way the CycleLoan Equipment wasn't designed.
 - c. In the event of an accident/incident involving a bicycle, the Renter has an obligation to report the facts to the Property Management office within 24 hours following the occurrence.
 - d. Renter may be held financially responsible for any loss or damage caused to any CycleLoan Equipment while in possession of the Renter.
 - e. In the event of a disappearance or theft of the bicycle, or the CycleLoan Equipment, for which a renter is responsible, the renter has a duty to report the disappearance to the Property Management Office within 24 hours following the occurrence of the event. Any rental exceeding 24 hours (which period begins upon the removal of the CycleLoan Equipment) shall be deemed to be a disappearance of the bicycle until such time as the bicycle is found or returned and may lead to financial penalty.
 - f. Renter shall be responsible for the CycleLoan Equipment until it has been secured in the dock station, inspected and accepted by the security guard and the CycleLoan Equipment signed in.
 - g. The Renter represents being capable of using a bicycle and having the physical capacity required for such use.
 - h. Renter is responsible for complying with all traffic safety laws and taking all necessary safety precautions including wearing a helmet at all times.
8. Penalties
- a. The nature and/or amount of penalties due and owing by the Renter in the event of a breach of the provisions hereof shall be investigated and a penalty fee determined based on the nature of the incident, accident or breach of a renters obligations.
9. Interpretation

- a. The Renter hereby agrees to comply with these Terms and Conditions and acknowledges and accepts that any breach thereof may result in the termination hereof in accordance with the law. No rights or privileges hereunder may be assigned to anyone in any way whatsoever.

10. Termination

- a. A Renter's registration will be terminated:
 - i. upon written notification and direction from the Renter, and/or;
 - ii. immediately upon a Renter's employer vacating M.E.C., and/or;
 - iii. upon notification by a Renter or a Renter's employer that the Renter's employment has ended, ceased or been terminated for any reason whatsoever, and/or;
 - iv. if the Renter is in breach of these Terms and Conditions.

11. Representation and Acknowledgment of Renter

Renter hereby represent that Renter is physically capable of using a bicycle and that Renter will observe traffic laws and use the bicycle in a safe and non-threatening manner by abiding all traffic and safety laws.

Renter hereby acknowledge and understand that Renter responsible for the well being of the CycleLoan Equipment while it is under his/her possession, including theft and any physical damage to the CycleLoan Equipment, and Renter is hereby responsible for paying the costs of replacing or repairing the CycleLoan Equipment, and any additional costs associated with the loss of the CycleLoan Equipment, if such theft or damage occurs. Renter is hereby responsible and agrees to perform an inspection of the CycleLoan Equipment before borrowing and to report any damages before taking the CycleLoan Equipment, and waives all Liabilities which Renter may incur as a result of Renter's failure to inspect the CycleLoan Equipment before use.

12. ASSUMPTION OF RISK & RELEASE

RENTER ACKNOWLEDGES THAT RENTER HAS CAREFULLY READ THESE TERMS AND CONDITIONS AND FULLY UNDERSTANDS IT IS A RELEASE OF ALL CLAIMS ASSOCIATED WITH RENTER'S PARTICIPATION IN CYCLELOAN, AND USE OF THE CYCLELOAN EQUIPMENT. RENTER UNDERSTANDS THAT RENTER IS ASSUMING ALL RISK ASSOCIATED IN ANY WAY WITH RENTER'S PARTICIPATION IN THE CYCLELOAN AND THE USE OF THE CYCLELOAN EQUIPMENT AND THAT RENTER IS RELEASING, ON BEHALF OF HIMSELF/HERSELF, RENTER'S HEIRS, EXECUTORS, ADMINISTRATORS AND REPRESENTATIVES (COLLECTIVELY, "RELEASORS"), INDEMNIFYING AND HOLDING OWNER, PROPERTY MANGER AND SUSTAINMOBILITY AND ALL OF THEIR RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, MANAGERS, MEMBERS, SHAREHOLDERS, REPRESENTATIVES, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS, AND ANY PARTY CONNECTED WITH THE RENTAL OF THE CYCLELOAN EQUIPMENT (INDIVIDUALLY "RELEASED PERSON" AND COLLECTIVELY, THE "RELEASED PERSONS"), HARMLESS FROM ANY LIABILITY, INCLUDING BUT NOT LIMITED TO ANY LOSS, INJURY, DEATH OR DAMAGE (WHETHER INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR SPECIAL) TO ANY PERSON, ENTITY, OR PROPERTY, INCLUDING BUT NOT LIMITED TO THE RENTER, THE RELEASORS OR TO ANY THIRD PARTY. RENTER ACKNOWLEDGES AND AGREES THAT OWNER, PROPERTY MANAGER AND SUSTAINMOBILITY, JOINTLY AND SEVERALLY, HAVE MADE NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, CONCERNING THE FITNESS, SUITABILITY, OR MERCHANTABILITY OF THE CYCLELOAN EQUIPMENT, EITHER INDIVIDUALLY OR COLLECTIVELY. ADDITIONALLY, RENTER ACKNOWLEDGES AND AGREES THAT THE OWNER , PROPERTY MANAGER AND SUSTAINMOBILITY, JOINTLY AND SEVERALLY, EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER ARISING FROM STATUTE, COMMON LAW, CUSTOM, OR OTHERWISE. RENTER IS AGREEING TO THESE TERMS AND CONDITIONS, AND PARTICIPATING IN THE CYCLELOAN AND USING THE CYCLELOAN. EQUIPMENT VOLUNTARILY OF RENTER'S OWN FREE WILL, AND INTEND BY RENTER'S SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE GREATEST EXTENT ALLOWABLE BY LAW.

13. RELEASE AND INDEMNITY

The Renter agrees to indemnify, defend, and hold the Released Persons harmless from and against any and all Liabilities in connection with, resulting from or arising out of the Renter's participation in the CycleLoan, the Renter's use of the CycleLoan Equipment, or the Renter's breach of these Terms and Conditions. THE RENTER AGREES NOT TO SUE ANY OF THE RELEASED PERSONS AND FURTHER AKNOWLEDGES AND AGREES THAT RENTER IS RELEASING ANY RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST ANY RELEASED PERSONS. If a Released Person is made a party to any litigation commenced by or against the Renter, then the Renter will indemnify, defend and hold the Released Person harmless from and against any and all Liabilities incurred or paid by the Released Person in connection with that litigation.

14. SURVIVABILITY & SEVERABILITY

If any term or provision of these Terms and Conditions is found by a court of competent jurisdiction to be illegal or otherwise unenforceable, such term or provision will not affect these Terms and Conditions' other terms or

provisions, or the whole of these Terms and Conditions, but such term or provision will be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties will be construed and enforced accordingly, preserving to the fullest permissible extent the intent and the agreements of the parties. **Sections 12 and 13 of these Terms and Conditions shall survive the termination of the CycleLoan program and Renter's participation therein.**