

Reserved Bicycle Parking Request Agreement

Instructions:

- Complete and return to Customer Service Centre at Union Station or mail to:
GO Transit, Reserved Parking, 140 Bay Street, Toronto, Ontario, M5J 2L5
Upon acceptance of your application, GO Transit shall provide a copy of this Reserved Bicycle Parking Request Agreement to you by mail, along with confirmation of your Reserved Bicycle Parking location, effective date of availability, and instructions on how to pick up your access key fob.
- GO Transit shall have the right, exercisable in GO Transit's sole discretion, to reject any application.
- All Reserved Bicycle Parking Requests are for a period of one year. Applications must be received at the Customer Service Desk at Union Station three weeks before the commencement of the agreement.
- Fill out **all** required information including a **valid** e-mail address account.
- Read the Terms & Conditions on the back of this form** – it contains important information regarding your rights and obligations. For further information see our Reserved Bicycle Parking FAQ's at www.gotransit.com under "Get To and From GO" then "Bicycle".
- Don't forget to sign this form.

For Office Use Only
Space no. (assigned by GO Transit)
Effective Date:
Date required:



Please return all 3 copies. Faxes or PDF files are NOT accepted

Surname (please print)		First Name (please print)	
Street no. and name		City	Postal code
Home Telephone number		Business Telephone number	Ext #
Mobile Telephone number		* E-mail address - Must be completed for the credit card payment option	
Station location	Bicycle description(s): List up to 3 bicycles. E.g. "Red CCM mountain bike" (note that only one of these bicycles can be parked in the reserved bicycle parking at any one time)		

Spaces are provided on an annual basis with a single fee (\$50 per 12 month period). No discounts or rebates are provided for agreements of a shorter period of time. In addition, anyone who loses their access key fob and/or who fails to return their access key fob upon termination of their Reserved Bicycle Parking Request Agreement will be charged a \$25 replacement fee.

The following payment options are available:

Payment Method - Check **ONE** of the following boxes:

Credit Card:**

A. Pre-authorized credit card withdrawal of \$50.00 (once annually)

* The Reserved Parking Office will contact you at the e-mail address provided to activate the credit card payment option you have selected.

** "Credit Card" refers to credit cards currently accepted by GO Transit (Visa, Mastercard and Amex). For further information visit www.gotransit.com

Pre-Authorized Debit (bank withdrawal)

B. Pre-authorized Bank withdrawal of \$50.00 (once annually)

Only personal Pre-Authorized Debits (PADs) are permitted.

Bank / Institution Name		Address		Telephone No.
Type of Account	Bank No.	Transit No.	Account No (Note: line of credit or credit card cheques not accepted)	
<input type="checkbox"/> Savings <input type="checkbox"/> Chequing				
Payment Receipt required: <input type="checkbox"/> No <input type="checkbox"/> Yes, picked up at Union Station				<input type="checkbox"/> Void cheque attached

HST # 872737671 * Prices include HST

Preferred pick up location for access key fob: Union Station Customer Service Station of requested bicycle cage Mailed to home address

By the evidence of my signature, I hereby acknowledge and agree to the terms set out on reverse and, if applicable, authorize the amount set out above to be charged to my credit card number or debited from the specific bank account as noted here:

Signature of Applicant	Authorized cardholder signature (if different from applicant)	Date
		D D M M Y Y

IF YOU HAVE QUESTIONS... To make an enquiry, please call 416-869-3600, ext. 7276 between 9:00 a.m. & 5:00 p.m., Monday through Friday or email bikeparking@gotransit.com. **Important - Please read reverse**

In this Reserved Bicycle Parking Request Agreement, a reference to "GO Transit" is a reference to "Metrolinx", a corporation continued under the *Metrolinx Act, 2006*. Pursuant to Section 39(2) of the *Freedom of Information and Protection of Privacy Act*, you are hereby notified that personal information relating to you is being collected for the purpose of providing you with a secure bicycle parking space. The legal authority for this collection is the *Metrolinx Act, 2006*. Questions about this collection should be addressed to the Manager, Station Operations (Central), 140 Bay Street, Toronto, Ontario M5J 2L5, telephone (416) 601-2233.

Reserved Bicycle Parking Request Agreement – Terms and Conditions

In consideration of the service provided by Metrolinx (referred to herein as "GO Transit" or "Metrolinx") pursuant to this Reserved Bicycle Parking Request Agreement (the "Agreement"), you, the customer, accept and agree to the following:

1. Your use of the reserved bicycle parking is at your sole risk and GO Transit will not be liable for any loss, injury or damage caused to persons using the reserved bicycle parking or to bicycles, their components and accessories or any other property. You agree to hold GO Transit harmless and release GO Transit from any loss, liability, cost, claim, damage, or expense which may be suffered by you, or any person for whom you are in law responsible, for personal injury or property damage (including loss or damage to your bicycle, its components or accessories) arising from or in any way connected with this Agreement. You agree that you will indemnify and hold GO Transit harmless from any loss, liability, claim, damage or expense sustained by or made against GO Transit in connection with your use or misuse of the reserved bicycle parking.
2. In addition, you acknowledge and agree that your rights are limited by Metrolinx By-law No. 2, which states: "It is a term and condition of every ticket or pass issued by the Authority that the Authority, its employees and agents, are not responsible for loss of, or damage to, property of passengers carried on the transit system", and the foregoing provisions shall apply to services provided under this Agreement.
- 3(a). This Agreement shall be effective as of the effective date specified by GO Transit on the application and shall continue indefinitely or until notice of cancellation is received by GO Transit, pursuant to Section 3b. Fees will be deducted annually.

(b) You are eligible to cancel the Agreement by providing 30 days written notice to GO Transit at the address indicated in Section 13, however no refunds will be issued for any unused time. Upon termination, your access key fob must be returned in person to the Union Station Customer Service Centre or mailed to: GO Transit, 140 Bay Street, Toronto, ON, M5J 2L5 **Attention: Reserved Parking**. You will be charged a \$25 replacement fee for any access key fob not returned to GO Transit within 30 days of cancellation of the Agreement.

(c) GO Transit shall have the right to suspend or terminate this Agreement at any time, without liability, by providing notice to you in accordance with Section 16.
4. The use of the reserved bicycle parking must be incidental to the use of the GO Transit system. No bicycle shall be parked in the reserved bicycle parking facility for a period of more than 72 hours. Reserved bicycle parking facilities are reserved for the exclusive use of the registered users at all times during the course of this Agreement.
5. GO Transit reserves the right, on a temporary or permanent basis, to relocate the reserved bicycle parking from one designated area of the station or terminal to any other designated area of the said station or terminal. Spaces are assigned as they are available. GO Transit cannot guarantee that specific reserved bicycle parking preferences will be assigned.
6. In the event you wish to relocate to a different GO Station, you are allowed one free transfer every 24 months to another reserved bicycle parking location. Transfers will be accommodated only as space is available. If no reserved bicycle parking space is available at the station you wish you transfer to, you forfeit your fee for the remainder of the year.
7. The access key fob for the reserved bicycle parking and your permission to use it are not transferable. You will be charged a \$25 replacement fee for any lost access key fob. Only bicycles belonging to the individual identified on the application are permitted to park in the reserved bicycle parking space; only one of that individual's bicycles may be parked in the reserved bicycle parking at any given time. Any assignment, renting, or subletting of, or any attempt to assign, rent or sublet, a reserved bicycle parking space is expressly prohibited and will result in immediate termination of this Agreement without refund pursuant to section 3(c). Your bicycle must be identified using the numbered sticker provided by GO Transit. GO Transit Station Attendants do not have access to the Reserved Bicycle Parking Areas and can not give you access in the event that you lose or forget your key.
8. GO Transit reserves the right to remove any bicycle from the reserved bicycle parking if that bicycle violates any of these terms and conditions.
9. If you arrive at the station and all the bike racks in the reserved area are full, you may leave your bicycle inside the reserved area out of the way of other bicycles (e.g. secure the wheel to the frame to deter theft), or use the general purpose bicycle racks at the station. Advise the station attendant or report the situation to GO Transit Enforcement (905-803-0642) after 9am and let them know your name and the station at which you encountered the problem. Calls made to GO Enforcement from the pay phones at the GO Stations are FREE of charge.
10. In the event that any payment made under this Agreement is not honoured by a financial institution or credit card company, in addition to any other right or remedy available to GO Transit under this Agreement, GO Transit shall charge a returned payment administration fee of \$35.00 for each dishonoured or returned payment.
11. The cost of a reserved bicycle parking space is \$50.00 (including HST) per 12 month period. You agree to pay such amount to GO Transit in accordance with the payment options selected by you on the application.
12. GO Transit may from time to time cancel or unilaterally change any of the terms of this Agreement (including but not limited to the fees payable for reserved bicycle parking) by providing you with at least 30 days notice, provided in accordance with Section 16.
13. You hereby covenant and agree that all information provided on the application form is correct and that you will notify GO Transit immediately, in writing to GO Transit, Union Station, 140 Bay Street, Toronto, Ontario, M5J 2L5. **Attention: Reserved Parking**, in the event of any change to the information provided.
14. If you have selected payment by pre-authorized debit, the following additional terms and conditions shall apply:
(a) You hereby authorize GO Transit and the financial institution designated to begin deductions as per the instructions noted on reverse. The authority to deduct amounts from the financial institution designated shall remain in effect until GO Transit receives written notification from you of its change or termination. This notification must be provided to the address indicated in Section 13, and must be received at least 15 business days before the next debit transaction is scheduled to occur. To obtain a sample cancellation form, or for more information on your right to cancel a pre-authorized debit, you may contact your financial institution or visit www.cdnpay.ca. Please note that this section applies to change or termination of a pre-authorized debit only. The requirements with respect to cancellations of this Agreement can be found in Section 3.
(b) You have certain recourse rights if any debit does not comply with this Agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this Agreement. To obtain more information on your recourse rights, contact your financial institution or visit www.cdnpay.ca.
15. If you have selected payment by pre-authorized debit or by credit card, the following shall apply:
GO Transit shall make reasonable effort to process pre-authorized payments, as and if applicable, on the first business day of the month in which payment is due (as indicated on reverse); however, GO Transit may experience delays in processing and/or may be required to process additional amounts payable by you in accordance with the terms and conditions of this Agreement. You hereby covenant and agree that the account referred to on the application form is in good standing and shall at all times contain sufficient funds to cover the cost of pre-authorized payments under this Agreement and any other charges as they become due and payable.
16. All notices which GO Transit shall be required to provide to you shall be in writing and may be delivered by e-mail or regular mail (to the address specified on the application or to such other address as you have provided to GO Transit in accordance with Section 13). Notwithstanding the foregoing, notices with respect to service disruptions or temporary changes to reserved bicycle parking may be delivered by posting such notices on the entry door of the reserved bicycle parking area.
17. The terms of this Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario.