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Bicycle Parking and Locker Rooms – Rules and Regulations

HSBC PLACE (“HSBC”) contains an enclosed Bicycle Parking and Locker Room (“BL Room”) available for use by Tenants of HSBC and its employees (“Users”). The BL Room is located on the Second Level of the above ground parkade at HSBC (the “Parkade”).

1. Payment in the amount of \$63.00 (\$60.00 + \$3.00 GST) is due upon signing this form by EFT or cheque. The term of this agreement is from _____ to _____. The fee shall cover the unlimited use of the BL Room, subject to conditions set forth in this agreement. Once payment is made, no refunds are permitted.
2. Subject to closure from time to time by the Landlord or Property Manager for the purposes of maintenance, repair, renovation or construction not limited to the BL Room or Parkade, the BL Room will be accessible by Users during both business hours and non-business hours of HSBC.
3. The BL Room is for the use by the Users only. Friends, relatives and visitors of the Users are not permitted to use the BL Room.
4. Each Tenant of HSBC is responsible for controlling and monitoring access to the BL Room, ensuring access cards are issued only to an employee of the Tenant and prohibiting its employees from lending their access cards to non-employees.
5. All Users using the BL Room agree to do so at their own risk. Bicycle locks should always be used to secure bikes stored in the BL Room. Locks should always be used on lockers to secure personal belongings at all times. Locks of any kind will not be provided. Personal items may not be stored in lockers overnight. The BL Room will be checked nightly and any locks remaining on lockers will be cut and contents confiscated for pick up by locker user at a later date.
6. Users shall park bicycles on the provided bicycle racks. If the rack is full, the User shall inquire with the Property Manager for the location of alternative bike parking areas. Users shall not block the entrance to the BL Room or position bicycles in a manner that will impede others from entering or exiting the BL Room or Parkade.
7. Smoking is not permitted in the BL Room.
8. The BL Room is intended to be used by Users while they are present at HSBC. Security is instructed to take inventory of all bicycles left in the BL Room overnight. Bicycles left in the BL Room for more than three consecutive nights without prior permission from the Property Manager will be removed by HSBC Security.
9. Users shall report any suspicious activity, vandalism or damage to Building Security immediately.

10. The Landlord reserves the right to add, change or delete any Rule or Regulation herein contained and to change the method of operation to ensure maximum enjoyment of the BL Room.
11. The only access permitted to and from the bike room is via the 102 Street ramp. Bicyclists will then go to the second floor, and enter the bike room near 102 Avenue. Bicycles are not permitted in the remainder of the parkade. This is for the safety of all tenants and personnel of HSBC PLACE.
12. Bicycles should be walked down the directional entrance and exit bike ramps for the safety of all cyclists.
13. All notifications relevant to the bike parking area will be posted at the entrance and designated signage holders within the bike parking area. All users are responsible to monitor these postings and act accordingly if any action is required on behalf of the user.
14. Any violations of the Rules and Regulations will result in cancellation of bicycle room privileges.

BY SIGNING BELOW, I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THE RULES AND REGULATIONS ON THE PREVIOUS PAGE AND AGREE TO ABIDE BY THE SAME RULES AND REGULATIONS.

Agreed (Signature):

Print Name:

Date:

Company:

Phone #:

Email:

Bicycle Make/Model:

Bicycle Serial Number (Optional - for Bike Owners Record Keeping): _

I, hereby request permission to use the Bicycle Parking and Locker Room located on Level 2 of the Parkade of HSBC PLACE, together with any and all equipment and other facilities located therein (the "BL Room"). I understand and acknowledge that the BL Room is not a public facility, but is for the exclusive use of those individuals who are specifically authorized in writing by Albari Holdings Ltd. by its duly authorized agent Epic Investment Services (Alberta) Ltd. (collectively the "Landlord") or its authorized representative to use the BL Room, and who read and sign this WAIVER AND RELEASE. I understand and acknowledge that other users of the BL Room may inadvertently or purposefully damage or remove any and all contents of the BL Room. I ACKNOWLEDGE AND AGREE THAT THE USE OF THE BL ROOM WILL BE ENTIRELY AT MY OWN RISK. I FURTHER ACKNOWLEDGE AND AGREE THAT, IN CONSIDERATION FOR BEING PERMITTED TO USE THE BL ROOM, I SHALL BE ENTIRELY RESPONSIBLE FOR, AND I HEREBY WAIVE AND RELEASE ANY AND ALL CLAIMS I HAVE OR MAY HAVE IN THE FUTURE against the Landlord, and their successors, assigns, affiliates, directors, officers, shareholders, employees, agents, representatives and partners or any of them (collectively, "Landlord Parties") for any and all losses, costs, expenses, including legal fees (on a solicitor and own client basis), damages or liabilities whatsoever of any nature, including bodily injury or death, arising out of my use of the BL Room, provided, however, that the foregoing waiver and indemnification shall not apply to any injuries or damages caused by the gross negligence or willful misconduct of Landlord or its agents or employees. I also agree that my use of the BL Room shall be in accordance with the Rules and Regulations attached hereto, as the same may be amended, modified or replaced from time to time by Landlord or its authorized representative.

Signed:

Print Name:

Company:

Date:

Access Card #:

Payor's Authorization for Pre-Authorized Debits For Business Purpose

1. Payor's Name and Address – please print

We warrant and represent that the following information is accurate.

Company Name:			
Address:	City	Province	Postal Code
Suite:	Telephone Number		

Name of Payor's Financial Institution (the "Processing Institution"):			
Street			
City:	Province:	Postal Code:	Account Number:

We have attached a specimen cheque marked "**VOID**" to this payor authorization (the "Authorization").

We will inform the Payee, in writing, of any change in the information provided in this section of the Authorization prior to the next due date of the PAD.

2. Payee's Name and Address – please print

Name of Payee (the "Payee"):			
EPIC Investment Services (Alberta) Inc. itf Albari Holdings Ltd / HSBC PLACE			
Street:			
2225 Sheppard Avenue East, Suite 900			
City:	Province:	Postal Code:	Telephone Number:
Toronto	ON	M2J 5C2	416-497-9332

- We acknowledge that the Authorization is provided for the benefit of the Payee and the Processing Institution and is provided in consideration of the Processing Institution agreeing to process debits against our account, as listed above, (the "Account") in accordance with the Rules of the Canadian Payments Association.
- We warrant and guarantee that all persons whose signatures are required to authorize withdrawals from the Account have signed the Authorization and that all persons signing this Authorization are our authorized signing officers and are empowered to enter into this agreement.
- We hereby authorize the Payee to issue Pre-Authorized Debits (as defined in Rule H4 of the Rules of the Canadian Payments Association) (the "PAD") drawn on the Account, for the following purpose:

6. We may cancel the Authorization at any time upon providing written notice to the Payee.
7. We acknowledge that provision and delivery of the Authorization to the Payee constitutes delivery by us to the Processing Institution. Any delivery of the Authorization to the Payee, regardless of the method of delivery, constitutes delivery by us.
8. Unless otherwise agreed to in writing, the Payee will provide to us, at the address provided in Section 1:
 - a) with respect to fixed amount PADs, written notice of the amount to be debited (the "Payment Amount") and the date(s) on which the Payment Amount debited will be posted to our Account (the "Payment Date"), at least 10 calendar days before the Payment Date of the first PAD, and such notice shall be provided every time there is a change in the Payment Amount or the Payment Date(s);
 - b) with respect to variable amount PADs, written notice of the Payment Amount and the Payment Date(s), at least 10 calendar days before the Payment Date of every PAD; and
 - c) with respect to a PAD plan that provides for the issuance of a PAD in response to a direct action of ours (such as, but not limited to, a telephone instruction) requesting the Payee to issue a PAD in full or partial payment of a billing received by us for a payment obligation that meets the requirements of Section 2 or Rule H4, no notice is required.
9. The Payee may issue a PAD monthly in a dollar amount up to a maximum of \$ _____.
10. We acknowledge that the Processing Institution is not required to verify that a PAD has been issued in accordance with the particulars of the Authorization including, but not limited to, the amount, or that any purpose of payment for which the PAD was issued has been fulfilled by the Payee as a condition to honouring a PAD issued by the Payee on the Account.
11. Revocation of the Authorization does not terminate any contract for goods or services that exists between us and the Payee. The Authorization applies only to the method of payment and does not otherwise have any bearing on the contract for goods or services exchanged.
12. We may dispute a PAD only under the following conditions:
 - (i) the PAD was not drawn in accordance with the Authorization;
 - (ii) the Authorization was revoked; or
 - (iii) pre-notification, as required under Section 8 was not received.

We acknowledge that in order to be reimbursed a declaration to the effect that either (i), (ii) or (iii) took place, must be completed and presented to the branch of the Processing Institution holding the Account up to and including 10 business days after the date on which the PAD in dispute was posted to the Account.

We acknowledge that when disputing any PAD beyond the time allowed in this section, it is a matter to be resolved solely between us and the Payee, outside the payment system.
13. We agree that the information contained in the Authorization may be disclosed to Royal Bank of Canada as required to complete any PAD transaction.

14. We understand and accept the terms of participating in this PAD plan.

(COMPANY NAME)

(AUTHORIZED SIGNATURE)

(AUTHORIZED SIGNATURE)