# Terms and Conditions

## for Local Deals

This Agreement made effective as of the Long date format, 2021 (the “**Effective Date**”) between Calgary Parking Authority, located at 620 – 9th Avenue SW (“CPA”) and Nameat **Address including postal code and city** (“**Client**”)

WHEREAS CPA has a local deals feature that has the ability to advertise service offerings or sale pricing at local businesses on its ParkPlus MyParking App, as further described in Schedule A (the “**Service**”);

AND WHEREAS CPA wishes to offer the Service to local businesses in the City of Calgary to assist with the economic recovery in the city;

AND WHEREAS Client wishes to avail itself of the Services;

NOW THEREFORE, for $1 and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree that:

1. Term: CPA shall, as of the Effective Date, provide the Service to Client for a term of 30 days (the “**Term**”). During the Term, the Client may offer one or more promotions and provide different coupons through the Service.
2. Termination: Either party may, at any time and for any reason, terminate the Service upon 14 days notice to the other party.
3. No Warranties: The CPA makes no warranty whatsoever, either express or implied, as to the nature or quality of the Service.
4. Limited use of the Other Party’s Logo: The City of Calgary has registered the official mark “ParkPlus System” and related CPA logos. Each party grants to the other party, a non-exclusive, non-transferable, non-assignable, royalty free license to use the other party’s marks during the Term for the sole purpose of promoting the Service.
5. No Partnership or Joint Venture: Nothing in this Agreement shall be construed as creating a partnership, joint venture, or joint enterprise between the parties.
6. No Liability/Indemnity: Other than with respect to the use of the other party’s logo in a fashion not permitted by this Agreement, neither party shall have any liability under this Agreement to the other party. In addition, each party hereby fully indemnifies and holds harmless the other party, and each of their respective directors, officers, employees, contractors and agents from and against any and all third-party claims, actions, demands, damages, injuries, costs, expenses, losses, and liabilities of any kind whatsoever arising as a result of the performance of the Service.
7. Notices: Any notice made by a party under this Agreement shall be deemed given to the other party if in writing and personally delivered, sent by registered mail or sent by email, as follows:

Calgary Parking Authority

620 – 9th Avenue SW

Calgary, AB T2P 1L5

Client [Contact person &, Address including postal code and city

Email: \_\_\_\_\_\_\_

A notice will be considered to have been given to the party to which it is addressed on the date of delivery or email thereof hours or, in the case of mailing, on the third business day following the date of mailing.

1. Governing Law: This Agreement is governed by, and shall be construed in accordance with, the laws of the Province of Alberta.

We the undersigned agree to the above terms and conditions.

Sincerely,

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Calgary Parking Authority  620 - 9 Avenue SW, Calgary, AB T2P 1L5 |  | **[First Name Last Name]**  [Position/Title]  Business Name  Address including postal code and city  Email:\_\_\_\_\_\_ |
| **Long date format, 2021** |  |  |

## Schedule A - Description of Service

* The Local Deals feature will connect MyParking app users with exclusive local deals from businesses they know and love.
* Once users start a parking session on the My Parking app, they’ll have access to deals within five (5) km of their location at no additional cost.
* Once users start a session, they can navigate to the Local Deals page either through the pop-up notice or using the top left corner menu on the app.
* When users visit the local vendor of their choice, they simply share the coupon code to receive the corresponding deal.
* The CPA is looking for local entrepreneurs to partner and collaborate for Phase 1 of this project; in exchange for participation, businesses will be promoted to 88,000 app users and on CPA’s social media platforms.
* Participating businesses must provide the following:

|  |  |
| --- | --- |
| VENDOR INFORMATION | |
| Name (30 characters max.) | Please fill |
| Description (60 characters max.) | Please fill |
| Phone Number | Please fill |
| Address | Please fill |
| Website URL | Please fill |
| Logo (Square, 500x500 pixels) | Please fill |
| Category | Please fill |
| Social Media Links | Please fill |
| **DEAL INFORMATION** | |
| Title (60 characters max.) | Please fill |
| Description (512 characters max.) | Please fill |
| Coupon Code (20 characters max.) | Please fill |
| Effective Date | Please fill |
| Expiry Date | Please fill |

This information will be reviewed by the Calgary Parking Authority to ensure alignment with our corporate policies.