

Booking Inquiry Conditions

How this website works

This website is a platform to communicate with RioCan Management Inc., about licensing the use of an available space in select properties managed by RioCan. References to “we” or RioCan means RioCan Management Inc. References to “you” mean the individual who uses this website or creates an account, *and* the business, company, or other entity that the individual represents and who may be approved for a short-term license of a space in one of our properties. RioCan may accept or reject booking applications for any reason and in its sole discretion. Your booking is not accepted or complete until you have entered into a separate, fully executed license agreement in a form acceptable to RioCan and met any conditions required by your license agreement. In the event of any conflict or inconsistency between these Booking Terms and your license agreement, the terms of your license agreement shall prevail.

Age restriction

You must be of the age of majority (18) to make a booking application through this website.

Account creation

To make an inquiry or booking application, you must create an account. You must keep your account access credentials confidential. You agree to pay all fees and charges, irrespective of whether your account was accessed by you or by a third party using your account. It is your responsibility to take all measures that are necessary to ensure that your password remains secret and to prevent the use or misuse of such password by any unauthorized person. You shall notify RioCan immediately if you discover or suspect that your password has become accessible to or has been misused by any unauthorized third party.

Accurate information

If you make an inquiry or booking application, you must ensure that all of the information that you enter is correct. Once submitted, your inquiry or booking application cannot be amended. By completing your inquiry or booking application, you represent and warrant that all the information that you provide is accurate and complete. RioCan is not responsible for any errors in your inquiry or booking application.

Once you make your inquiry or booking application, you will be able to access the details of your inquiry or booking application through your account.

Response to your inquiry or booking application

RioCan will review your inquiry or booking application as soon as feasible. RioCan reserves the right to reject any booking application or rescind any proposal RioCan makes in response to your inquiry or booking application for any reason or no reason and in its sole and absolute discretion, including in the event of a violation of the Terms of Use or suspected abuse of this website.

RioCan will not make any space available to you until (1) you have entered into a separate lease or license agreement in a form acceptable to RioCan in its sole discretion, (2) you have paid all initial non-refundable license fees and other charges in accordance with the license agreement and (3) you have met all other requirements set forth by the separate lease or license agreement.

You are not guaranteed any space until all of RioCan’s requirements are met, including, without limitation, payment.

Identity verification and background checks

Prior to occupying the space, you will be required to provide government issued identification and any other information requested by RioCan, including but not limited to a business license and other corporate or business information to verify your identity. You agree that we may use third-party background check and credit reporting agencies to verify the information you provide to us. We may cancel your booking if you do not provide the identification and information we request or if we are not satisfied, in our sole discretion, with the information you provide.

License fee and additional charges

The license fee for your use of the space will be set out in the separate license agreement and must be prepaid unless otherwise agreed to in the license agreement. The license fee may include the following, among other charges deemed necessary and appropriate by RioCan:

- A fee for the use of the space
- Additional charges such as cleaning fees, damage deposits, and other fees listed in the listing or proposal
- An administrative fee based on a percentage of the license fee and additional charges
- Applicable taxes

License fees may vary from those posted on this website based on your negotiated license agreement with RioCan. For your convenience, license fees may be displayed in alternative currencies. However, this information is for your convenience only and the license fee in Canadian dollars will apply. RioCan is not responsible for, and disclaims all liability for, any fees or charges (including currency conversion charges) charged by the provider of your payment method or your financial institution for the processing of the license fee. The currency conversion offered by your payment method provider or financial institution may be different from that displayed on this website.

Descriptions and license fees

Although we strive to provide accurate descriptions, availability and license fee information, errors may occur. We do not warrant that descriptions, or other information on this website, are accurate, complete, reliable, current or error free. We reserve the right to correct any errors in pricing or item descriptions at any time without prior notice.

Cancellations

You may cancel your booking application at any time up until you have entered into a license agreement for the space. Once you enter into a license agreement, you have made a binding commitment and the terms of the separate license agreement will control. All license fees are non-refundable.

Your compliance with laws

You are responsible for knowing and obeying all applicable local, provincial, state, territorial, federal, and international laws relating to your booking.

Governing law

Your booking is governed by the laws of the city and state in which the space you are seeking to book is located and the federal laws of Canada applicable therein. You agree to the exclusive jurisdiction of the courts located in the city and state in which the space you are seeking to book is located for the adjudication of any disputes between you and RioCan.