



REQUEST FOR PROPOSALS

145 QUEENS QUAY WEST – PIER 6

REQUEST FOR PROPOSALS

(“RFP”)

145 QUEENS QUAY WEST – PIER 6

Introduction:

The Toronto Port Authority, doing business as PortsToronto (“PortsToronto”) is seeking proposals for the lease of PortsToronto’s property located at 145 Queens Quay West, Toronto, Ontario, also known as Pier 6, which includes approximately 1,575.51 sq. ft. of indoor space in the building located thereon (the “Pier 6 Building”), approximately 185 sq. ft. of outdoor patio space (the “Patio”), approximately 59.18 sq. ft. of space traditionally used for ticket booths (the “Booth Space”) and approximately 1,638 sq. ft. of decking for use in the docking of boats (the “Decks”, and together with the Pier 6 Building, the Patio and the Booth Space, the “Premises”) for the purpose of operating a retail food and beverage establishment, waterborne passenger service or tourism centre. The selected proponent may also offer ancillary services such as selling giftware, accessories and other items related to and incidental to their business.

Background:

A financially self-sustaining government business enterprise, PortsToronto owns and operates Billy Bishop Toronto City Airport, which welcomes more than two million passengers each year; the Outer Harbour Marina, one of Canada’s largest freshwater marinas; Terminals 51 and 52, which provide transportation, distribution, storage and container services to businesses at the Port of Toronto and several other properties throughout downtown Toronto.

Proposed Lease Agreement:

PortsToronto proposes to enter into a lease agreement with the selected proponent for a term of up to five (5) years for the operation of a retail food and beverage establishment, waterborne passenger service or tourism centre. The selected proponent may also offer giftware, accessories and other items related and incidental to their business.

The lease term shall be for a period of up to five (5) years commencing on or about May 1, 2015 and expiring on or about April 30, 2020. The selected proponent may request an extension of the initial lease term, however, there shall be no automatic right of extension and any extension of the lease term shall require the written consent of PortsToronto, which consent may be withheld.

The lease rate shall be exclusive of all utilities and shall not include phone, cable or internet service or any sales, business or property taxes or payments in lieu of property taxes, if any. The selected proponent shall be responsible for all operational costs, including, but not limited to any start-up and ongoing operating costs associated with the Premises, repair and maintenance costs, janitorial costs, waste/recycling removal costs, security costs, insurance premiums and site improvement costs.

Proposed Offer to Lease Terms and Conditions and drawings depicting the Premises are attached here to as Appendices A and B, respectively.

Requirements:

All proponents are required to address the following areas that will be considered in PortsToronto's assessment of each proposal:

1. Consideration of the Proposed Offer to Lease Terms and Conditions. A proponent should review and include in its proposal for PortsToronto's consideration a proposed lease rate and any other proposed changes to the Proposed Offer to Lease Terms and Conditions. **Proponents may submit proposals to lease all or any portion of the Premises; however, PortsToronto's preference is to lease the entirety of the Premises to a proponent.**
2. Company prospectus, financial statements, credit references (credit applications attached hereto as Appendix C) and experience;
3. Proposed operating plan for the food and beverage service, waterborne passenger service or tourism centre and evidence of operational ability; and
4. Information on any ancillary services to be offered.

All four (4) matters must be addressed fully and completely as they will form the basis of analysis in deciding upon the selected proponent. PortsToronto will consider the proponent's experience, quality of service and financial viability to meet the lease commitments.

All submissions must clearly identify the proponent, describe the proponent's business structure, including all partners or majority in interest shareholders and provide adequate financial information for PortsToronto to assess the proponent's financial capability as well as experience.

General RFP Provisions:

It is understood and agreed that:

- a) Nothing contained in or appended to his RFP, including any addendums thereto, shall oblige PortsToronto to enter into any agreement with any proponent whatsoever or to make any expenditure or spend any monies whatsoever. Neither this RFP nor the Proposed Offer to Lease terms and Conditions constitute an irrevocable offer to lease.
- b) PortsToronto may amend the requirements and specifications set out in this RFP at its sole discretion.
- c) PortsToronto may cancel or withdraw this RFP, at any time, at its sole discretion.
- d) All documents provided by a proponent will be recognized as proprietary and will be held in confidence by PortsToronto and not be released without the prior authorization of the proponent, unless required by law.
- e) Proposal documents submitted by proponents become the Premises of PortsToronto and will not be returned.
- f) PortsToronto will not be liable for any costs of preparation or presentation of proposals, including presentations that may be requested by PortsToronto.

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- g) Proposals submitted shall be final and may not be altered by subsequent offerings, discussions, or commitments unless the proponent is requested to do so by PortsToronto.
 - h) In the event that a proponent is asked by PortsToronto to provide additional information that is beyond a request for clarification, PortsToronto will assess the relevance of the request to others, and will exercise its sole discretion in determining whether or not to notify any, or all, proponents of the request and to provide an opportunity for other proponents to provide similar information.
 - i) Proponents will indicate in their submission the time period for which their proposal are firm. Proposals shall be firm for a period of at least sixty (60) calendar days from the proposal submission deadline date.
 - j) PortsToronto will require any proponent selected to provide services to be free of any conflict of interest and will expect the proponent to advise PortsToronto of any actual or potential conflicts of interest.
 - k) PortsToronto is not bound to accept any offer and may reject any or all proposals.
 - l) PortsToronto reserves the right not to award a contract to the highest evaluated proposal or to any proposal.
 - m) All information provided by PortsToronto to a proponent shall be recognized as proprietary and held in confidence by the proponent.
 - n) The proponent must certify acceptance of these General RFP Provisions by submitted a completed acknowledgment in the form attached hereto.

Inquiries:

All inquiries or questions regarding this RFP are to be directed to the representative of PortsToronto specified herein. Inquiries must be received in writing (e-mail) no later than 12:00 p.m. (Toronto Time) on Friday, April 10, 2015. All inquiries received, and the answers as provided by PortsToronto will be provided to all proponents by way of written addendum, no later than 5:00 p.m. (Toronto Time) on Monday, April 13, 2015 without naming the source of the inquiry.

Site Tours:

Site tours for the Premises are scheduled for Wednesday, April 8, 2015 and Thursday, April 9, 2015 from 9:00 a.m. to 11:00 a.m. each day in order to give proponents the opportunity to view the Premises. Proponents are strongly encouraged to attend one of the site tours. To attend a site tour, proponents are required to send a written request via e-mail to the contact person listed below to confirm your attendance, including the proponent's name, name(s) of attendee(s), and contact information of the one person from the proponent team to be notified of any changes to the tour times or restrictions as to the number of attendees.

Presentation of Proposal:

The proposal should be presented in a clear and succinct manner addressing each of the four (4) proposal requirements listed above. Proposals must be submitted on 8-½ x11 inch bonded paper, 10-point Times New Roman font format. Attachments, such as brochures and résumés of key personnel, should be

included. An interview may be requested prior to award.

Proposal Validity:

Proposals shall remain valid and open for acceptance by PortsToronto for a period of sixty (60) calendar days, following the due date for receipt of proposals.

Submission of Proposal:

Please provide five (5) copies of your proposal signed by an authorized official, in a sealed envelope, clearly identified as to contents and addressed to:

PortsToronto
60 Harbour Street
Toronto, Ontario M5J 1B7
Attention: Alan J. Paul, Senior Vice President and CFO
RFP- 145 Queens Quay West, Pier 6

Proposals MUST be received NO LATER THAN 2:00 P.M. LOCAL TIME, on Friday, April 17, 2015.

Proposals received after the above due date and time will not be considered.

Contact Information:

Any inquiries or questions regarding this RFP are to be directed to:

PortsToronto
60 Harbour Street
Toronto, Ontario M5J 1B7
Attention: Alan J. Paul, Senior Vice President and CFO
E-mail: apaul@portstoronto.com

Proponents are advised that all communications with PortsToronto related to this RFP must only be made in writing to the individual designated above.

Subsequent to the publication of this RFP, contact with any individual at PortsToronto, or PortsToronto's Board of Directors, other than through the designated individual noted above with respect to this RFP, by the proponent or any of its representatives will constitute grounds for disqualification.

Award:

Any award resulting from this RFP shall be subject to PortsToronto Board of Directors' approval.

RFP Timeline (subject to change):

Activity	Date
RFP Issued	April 2, 2015
Site Tours	April 8, 2015 and April 9, 2015
Deadline to submit questions/inquiries	April 10, 2015 at 12:00 p.m. local time
Response to questions/inquires, if any	April 13, 2015 by 5:00 p.m. local time
Deadline for proposal submissions	April 17, 2015 at 2:00 p.m. local time
Selection of Proponent	April 24, 2015

Note to Proponents:

Proposals should be submitted in the format requested, preferably with an index. If a proponent feels that the conditions will restrict it unnecessarily in any way, it should so state in its proposal. Any deviation from the stipulated conditions should be given in detail with an explanation as to why such deviations are being proposed. PortsToronto reserves the right to accept any proposal as submitted without prior negotiations. It is the responsibility of the proponent to obtain clarification of the requirements contained herein, if necessary, prior to submitting a proposal.

Each proposal will be evaluated solely on its content. Assessment of the proposal commences immediately after closing date. PortsToronto does not accept proposals submitted by facsimile transfer machines or electronic mail.

PortsToronto reserves the right to accept or reject any or all proposals received or to cancel the RFP in its entirety, all without any right of recourse on the part of any proponent, and to seek clarification from one or more proponents on the contents of their proposal submission.

PortsToronto will only make official modifications to the RFP process or the provision hereof through official addendum. Any oral statement or other representation from any source should not be accepted as binding, unless confirmed through an official written addendum.

Copies of this RFP are available at www.portstoronto.com, www.merx.com or by contacting the designated individual noted above. If a proponent obtains this document by any other means, verification as to the accuracy of the document and receipt of any addenda shall be the sole responsibility of the proponent.

Appendix A
Proposed Offer to Lease Terms and Conditions

Proposed Offer to Lease
Terms and Conditions

145 Queens Quay West - Pier 6 Building

1. TERM

The term of the lease (the "Lease") to be for a period of five years, to be computed from the first (1st) day of May 2015 and fully to be complete on the thirtieth (30th) day of April 2020.

1.1. If the _____ (the "Lessee") desires to renew the Lease, the Lessee shall give the Lessor prior to the expiration of the term, three (3) months' written notice in order for the renewal to be considered by PortsToronto. The renewal is at the sole discretion of the Toronto Port Authority ("PortsToronto" or the "Lessor").

1.2. The renewal pursuant to this clause shall be on the terms and conditions contained in the Lease except:

(a) there shall be no additional right of renewal; and,

(b) the rent payable by the Lessee for the renewal period shall be the fair market rent comparable to the rent for similar lands, buildings and premises prevailing at the beginning of the renewal period

2. AREA

The leasehold area to be located at 145 Queens Quay West, Toronto, Ontario, also known as Pier 6, which includes approximately 1,575.51 sq. ft. of indoor space in the building located thereon (the "Pier 6 Building"), approximately 185 sq. ft. of outdoor patio space (the "Patio"), approximately 59.18 sq. ft. of space traditionally used for ticket booths (the "Booth Space") and approximately 1,638 sq. ft. of decking for use in the docking of boats (the "Decks", and together with the Pier 6 Building, the Patio and the Booth Space, the "Premises").

3. RENTAL

The rental payable by the Lessee under this Lease Agreement is to be

dollars (\$) _____) per month, payable monthly in advance on the first day of each month of the term of the agreement, commencing as of the commencement date of the Lease, plus applicable Harmonized Sales Tax.

In this regard, realty taxes and rates, or other taxes and/or charges will be regarded as additional rent; and, the Lessee understands and agrees that payment shall be made directly to PortsToronto following receipt of an invoice covering the charges.

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The Lessee also agrees to supply PortsToronto with post-dated cheques covering rental payments. Failure to make payment in full for rent or additional rent when due and payable may result in the immediate termination of the Lease Agreement, without compensation of any kind to the Lessee. In this regard, late payment charges will be applied to any overdue amounts.

4. REALTY TAXES AND RATES: OR. OTHER TAXES

The Lessee agrees to be responsible for the payment of any and all realty taxes and rates, or other taxes, assessments and/or charges, assessed or otherwise applicable to the leasehold property, including local improvement rates, Harmonized Sales Tax and business taxes during the term of the Lease; and further, the Lessee agrees that all realty taxes and rates or other taxes, assessments and/or charges shall be deemed to be additional rent, providing PortsToronto with all rights of re-entry for non-payment. The Lessee shall have the right to appeal or otherwise contest, at its own expense, any such taxes and rates with appropriate tax authorities; PortsToronto shall be under no obligation to dispute or contest any such realty taxes and/or increases of the same and/or rates or charges, but may do so at their discretion as they may deem fit, from time to time.

5. USE

The Lessee agrees that the Premises are to be used for a [retail food and beverage establishment, waterborne passenger service or tourism centre] and related ancillary activities; and, for no other purposes without the prior written consent of PortsToronto. The parties acknowledge that such ancillary uses may include giftware, accessories and other items related and incidental to its business.

Lessee shall be responsible for obtaining all necessary and appropriate licenses and permits with respect to the provision of any and all services.

The Lessee agrees to be responsible for any and all costs and charges, including any repairs which may be required or which may result from the Lessee's Lease, use and/or occupancy of the Premises, including but not limited to: start-up and ongoing operating costs associated with the building and land, repair and maintenance; waste removal; security; access; lighting; insurance premiums; utility charges and all site improvements.

6. The Lessor agrees to provide an estimate in advance of any works and/or services provided by PortsToronto to the Lessee pertaining to the Premises.

In this regard, with respect to the payment for labour and/or material services provided by PortsToronto' staff, the Licensee understands and agrees that such payment shall be made directly to PortsToronto following receipt of an invoice covering the services.

7. The Lessee agrees, at its sole expense, to leave the Premises in a good and substantial state of repair and in a neat and tidy condition, upon termination of the Lease, to the reasonable satisfaction of PortsToronto. In this regard, should PortsToronto inspect the Premises and clean-up or repairs are required to the Premises, PortsToronto will proceed to clean up and/or make repairs to the Premises and the Lessee will be invoiced for the cost of the work performed.

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8. The Lessee agrees to accept full and complete responsibility to ensure that the use of the Premises is, at all times, in accordance with any and all applicable government land use regulations and agrees not to hold PortsToronto liable or responsible in any way.

9. The Lessee agrees to keep the Premises in a good and substantial state of repair and in a neat and tidy condition to the reasonable satisfaction of PortsToronto.

10. The Lessee agrees to accept the Premises in its present condition as fit and suitable for its purposes.

11. The Lessee agrees that no works, alterations, construction, building, grading or development of any substantial nature shall be carried out on the Premises without the prior written consent of PortsToronto, such consent not to be unreasonably withheld;

12. The Lessee agrees that the lease agreement or any portion of the Premises shall not be assigned or sublet without the prior written consent of PortsToronto, such consent may be withheld at the discretion of PortsToronto.

13. **INSURANCE**

The Lessee agrees that it shall purchase, at its expense and maintain throughout the term of the lease, insurance coverage which shall be not less than the following:

- (a) Comprehensive General Liability Insurance with limits of not less than \$5,000,000.00 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof. Such insurance coverage shall be in the name of the proponent and shall name the Toronto Port Authority and Her Majesty in Right of Canada as an additional insured thereunder.

The Comprehensive General Liability insurance shall include coverage for:

- i. premises and operations liability
 - ii. products or completed operations liability
 - iii. blanket contractual liability
 - iv. cross liability
 - v. severability of interest clause
 - vi. contingent employers liability
 - vii. personal injury liability
 - viii. owner's and proponent's protective coverage
 - ix. liability with respect to non-owned licensed motor vehicles
- (b) All risks property cover upon the building and structures which shall be for replacement cost which limit shall not be less than five million dollars (\$5,000,000);
 - (c) All Risks Tenant's Liability Insurance for not less than two million (\$2,000,000.00) dollars.
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Proposed Offer to Lease Terms and Conditions

- (d) Automobile Liability Insurance for owned/leased licensed vehicles with limits of not less than \$2,000,000.00 inclusive per occurrence for bodily injury, death and damage to property; and
 - (e) Workplace Safety and Insurance Board (WSIB) of Ontario coverage as required by law.
- (2) The Lessee shall provide PortsToronto with proof, in a form satisfactory to PortsToronto, of the insurance required under this section prior to the commencement of the lease.
- (3) PortsToronto reserves the right to require additional insurance coverage prior to execution of the lease or at any time following execution of the lease if the need so arises as determined by PortsToronto in its reasonable discretion.
- (4) All the above insurance policies shall be primary to all other insurance upon the same risk and shall contain an endorsement to provide all Named Insureds and Additional Insureds (which shall include Her Majesty in Right of Canada and the Toronto Port Authority as Additional Insureds) with thirty (30) days prior written notice of cancellation in whole or in part.

All policies shall be filed with PortsToronto' Chief Financial Officer prior to use of the Premises and shall be subject to PortsToronto' approval as to the adequacy of the protection afforded therein. Certificates of insurance will not be acceptable as substitutes for the stipulated insurance policy documents.

Proof of renewal of submitted policies shall be provided to PortsToronto' Chief Financial Officer not less than ten (10) days prior to policy renewal anniversary.

Limitations or absence of insurance cover, including deductible portions thereof, shall not limit or reduce the Lessee's liabilities or undertakings to PortsToronto as required by the indemnification clause of this agreement.

In the failure of the Lessee to file the required insurance, PortsToronto may, at their option, purchase the insurance whereupon the entire cost of the insurance premium shall be at once recoverable from the Lessee; however, PortsToronto shall not be under any obligation to do so, or incur any liability for the failure to do so.

14. The Lessee agrees to indemnify and hold harmless the Her Majesty in Right of Canada, the Toronto Port Authority and its directors, officers, employees, servants, agents and representatives against all suits, actions, claims costs and demands arising or resulting from any death or personal injury, or any loss or damage to person or property, or anything connected with or arising or resulting directly or indirectly from the Lessee's use or occupation of the Premises or any part thereof by the Lessee, its directors, officers, employees, agents, contractors, licensees or invitees

Furthermore, the Lessee agrees to waive all claims against PortsToronto which may arise or result

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directly or indirectly from the lease of the Premises or occupancy or use thereof, except to the extent caused by the gross negligence or willful misconduct of PortsToronto and those for whom it is at law responsible.

15. The Lessee agrees not to carry on any business or operation on the Premises other than that outlined in Clause No. 5; the Lessee further agrees to carry out its operations in such a way that it is not deemed a nuisance.

16. The Lessee agrees that no signs, advertising or information displays shall be erected on the Premises without the prior written consent of PortsToronto.

17. The Lessee agrees that PortsToronto or their authorized agents shall have the right, upon providing the Lessee with a minimum of twenty-four (24) hours prior written notice, to enter and examine the state of repair of the Premises.

18. The Lessee agrees that in the event PortsToronto are requested and/or required to grant an easement(s) to a utility company(ies), and/or other government authorities, for any purpose whatsoever, the Lessee agrees to consent to such easement(s), with appropriate pro-rata adjustments in rental payments where necessary, over and/or under the subject leasehold lands, at such time or times in the future, as may be required by PortsToronto, provided such does not interfere with the Lessee's use of the leased premises or its ability to carry on business from the leased premises.

19. ENVIRONMENTAL UNDERTAKINGS

The Lessee agrees, at its expense, to ensure that all efforts will be undertaken to provide and environmentally clean and otherwise acceptable operation to the satisfaction of all appropriate regulatory authorities and to undertake any remedial actions deemed necessary by them from time to time. Without limiting the foregoing, the Lessee will ensure compliance with all applicable environmental laws and regulations and will be liable for any failure to do so; in particular, the orders and directives of the Ministry of the Environment (MOE). The Lessee shall provide PortsToronto with prompt notice of an orders or directives received.

In the event the Lessee fails to comply with any and all existing orders or directives from regulatory authorities, PortsToronto may enter upon the Premises with their own workmen, contractors or agents and do the work necessary to comply with such orders or directives and charge the full cost thereof to the Lessee. The Lessee agrees that the full cost of any such work shall be deemed to be additional rental under the lease and payable within ten (10) days from PortsToronto' notice, with a corresponding right of re-entry by PortsToronto for non-payment.

20. The Lessee agrees to provide, at its sole expense and without compensation of any kind any and all required fire prevention equipment to meet any and all needs that may arise as a result of the Lessee's occupation and/or use of the Premises; and further, the Lessee agrees that all such fire prevention equipment shall meet all fire standards and/or regulations now in force and as amended from time to time, by all appropriate authorities.

21. The Lessee agrees that in the event utility services/connections to the leasehold are for any reason

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Proposed Offer to Lease Terms and Conditions

required beyond what are now in place, PortsToronto is not responsible for the service/connections and/or any cost/charges associated with said services/connections.

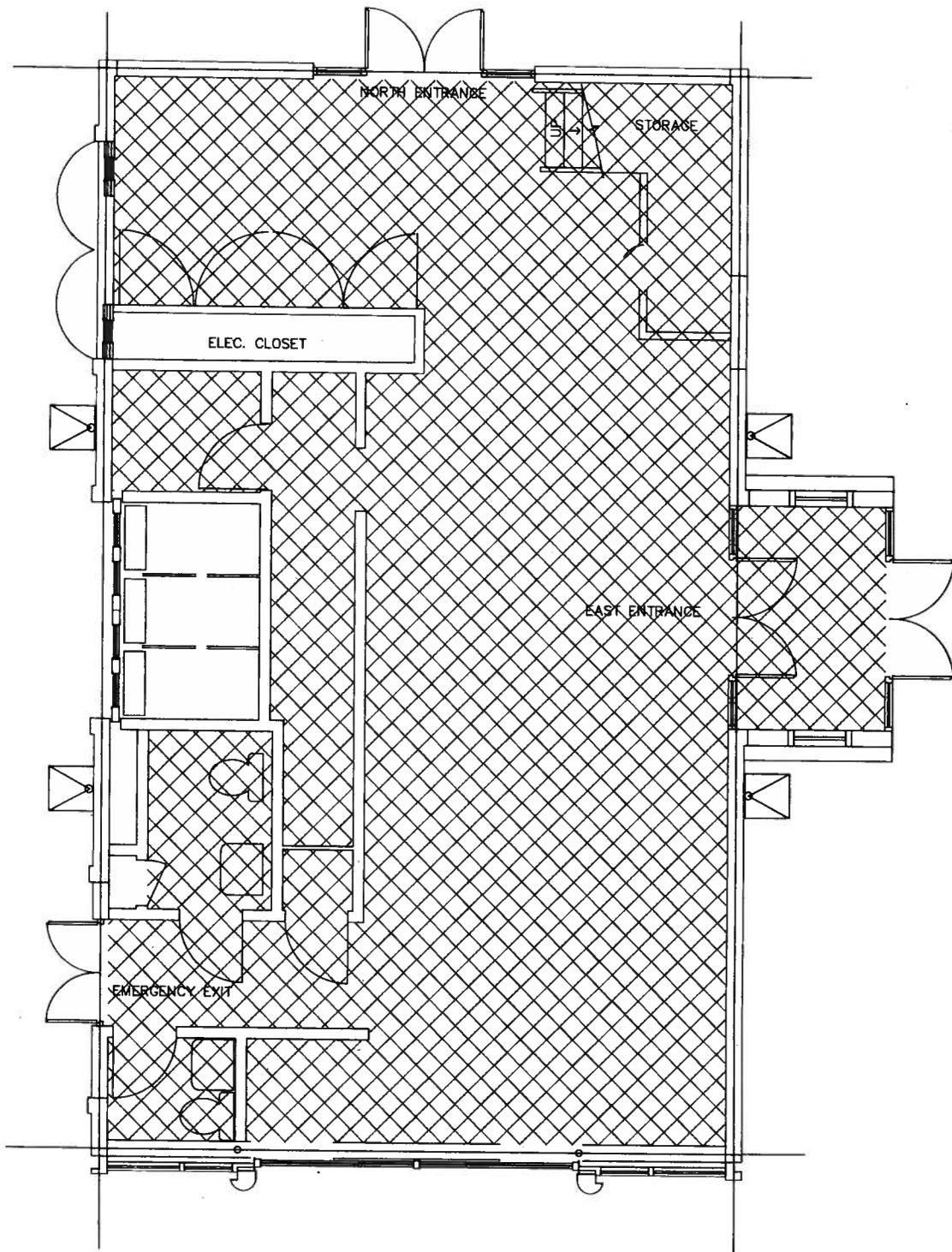
22. The Lessee agrees to be responsible for all costs associated with the orderly removal of all garbage and waste from its operations on site in a prompt and efficient manner.

23. The lease agreement shall include other clauses usual for such agreements, with all to be in a form acceptable to PortsToronto' solicitor.

24. These Proposed Offer to Lease Terms and Conditions do not constitute a contract or an irrevocable offer to contract but rather an invitation to proceed with further actions by the parties towards execution of a formal agreement between the parties.

Appendix B
Drawings

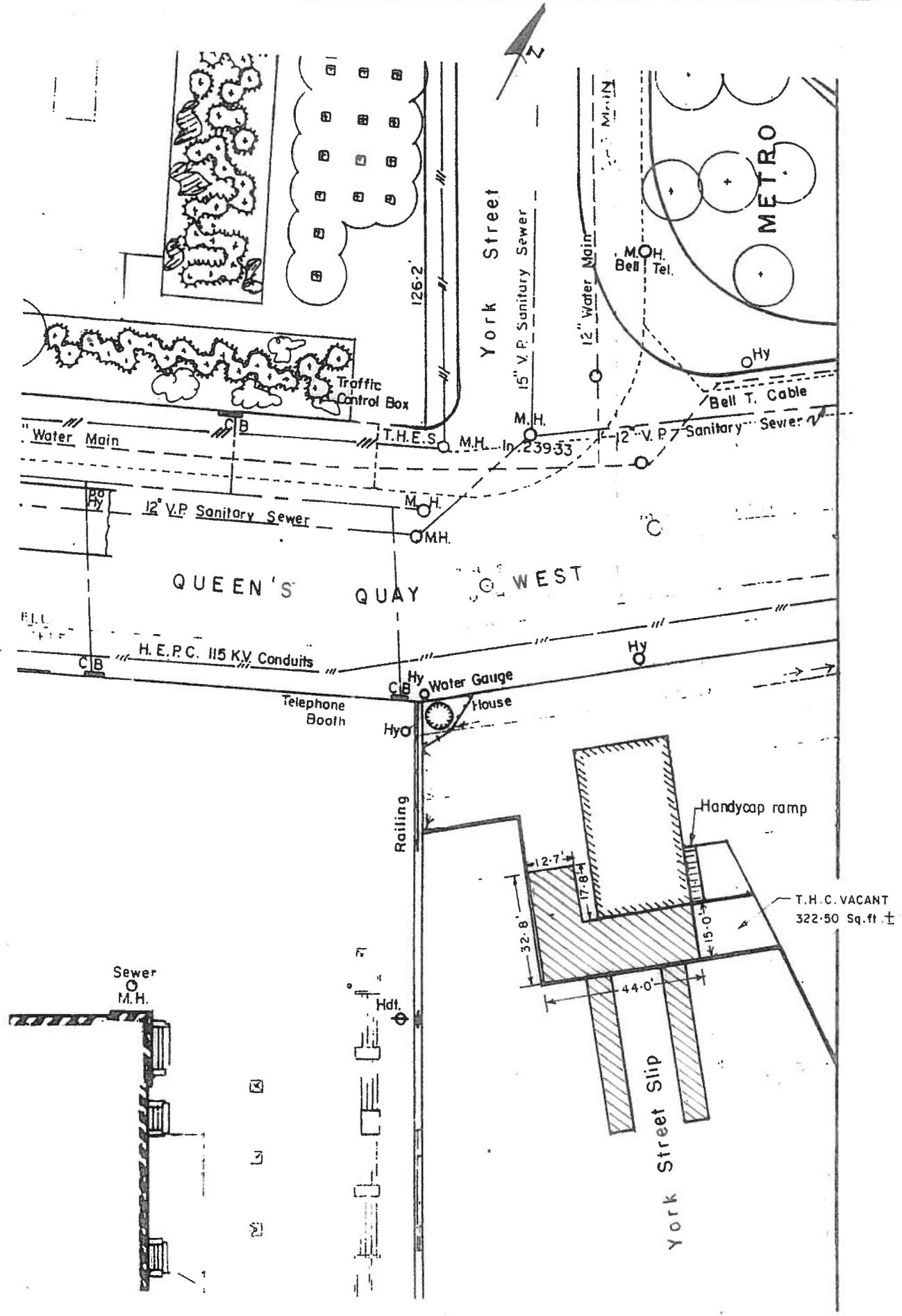
Q U E E N ' S Q U A Y W E S T



FIRST FLOOR
LEASE AREA = 1203 SQ.FT.

Toronto Port Authority

Property Manager	Approved	Checked	Drawn HW	GeoCode TC22
PIER 6 FIRST FLOOR				
Revised	Scale N.T.S.	Date 2015.04.01	File No. EN-7	Drawing No.

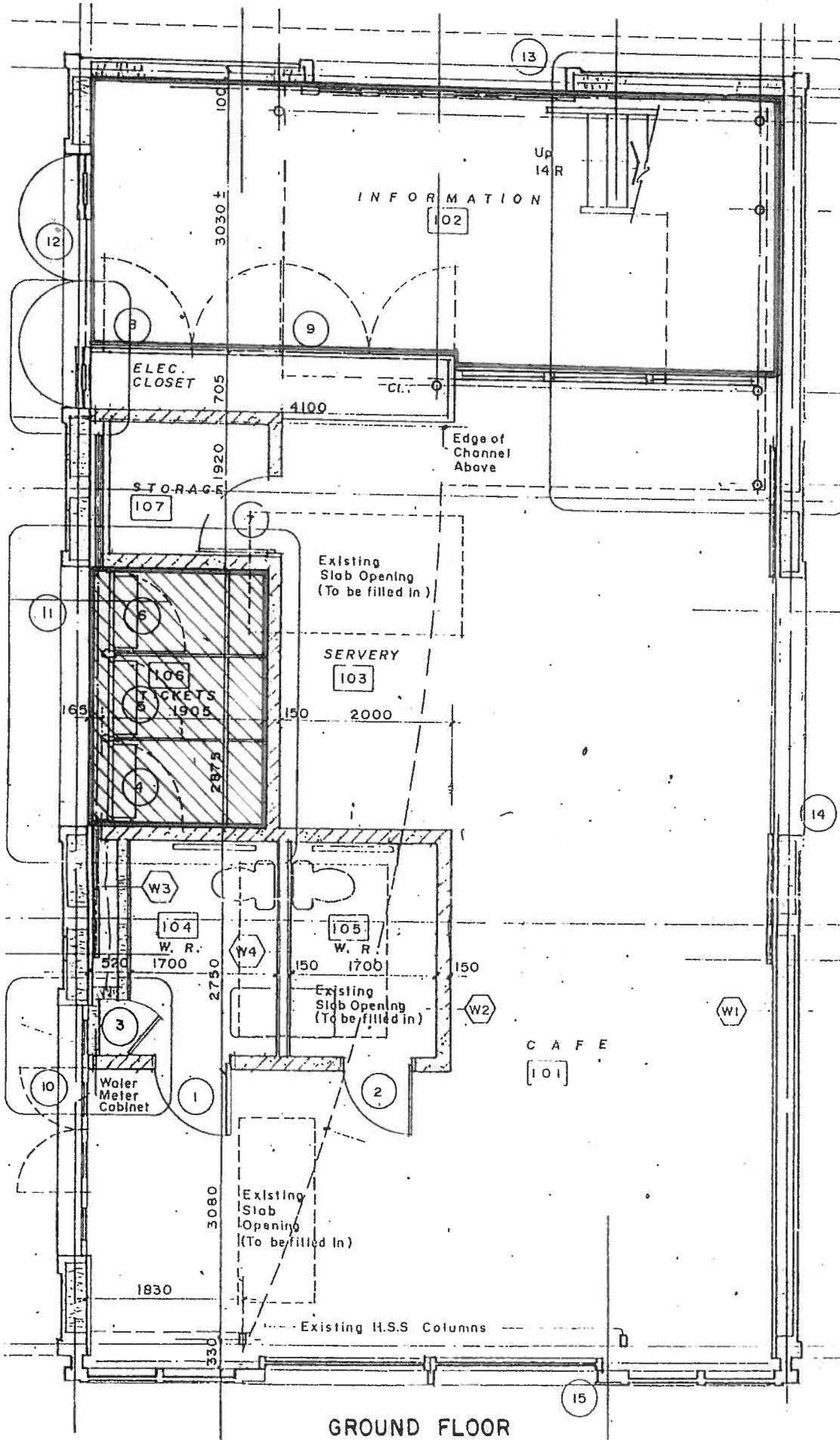


LEASE AREA = 1638.0 sq. ft. ±

TORONTO PORT AUTHORITY

Property Manager:	Approved By:	Checked By:	Drawn By: N.D.D.	GeoCode: TC 22
PIER 6 - 145 QUEENS QUAY WEST				
Revised:	Scale: 1 Inch = 40 feet	Date: 94-11-14	File No: EN-7	Drawing No: 19449 - 1

QUEEN'S QUAY WEST



GROUND FLOOR

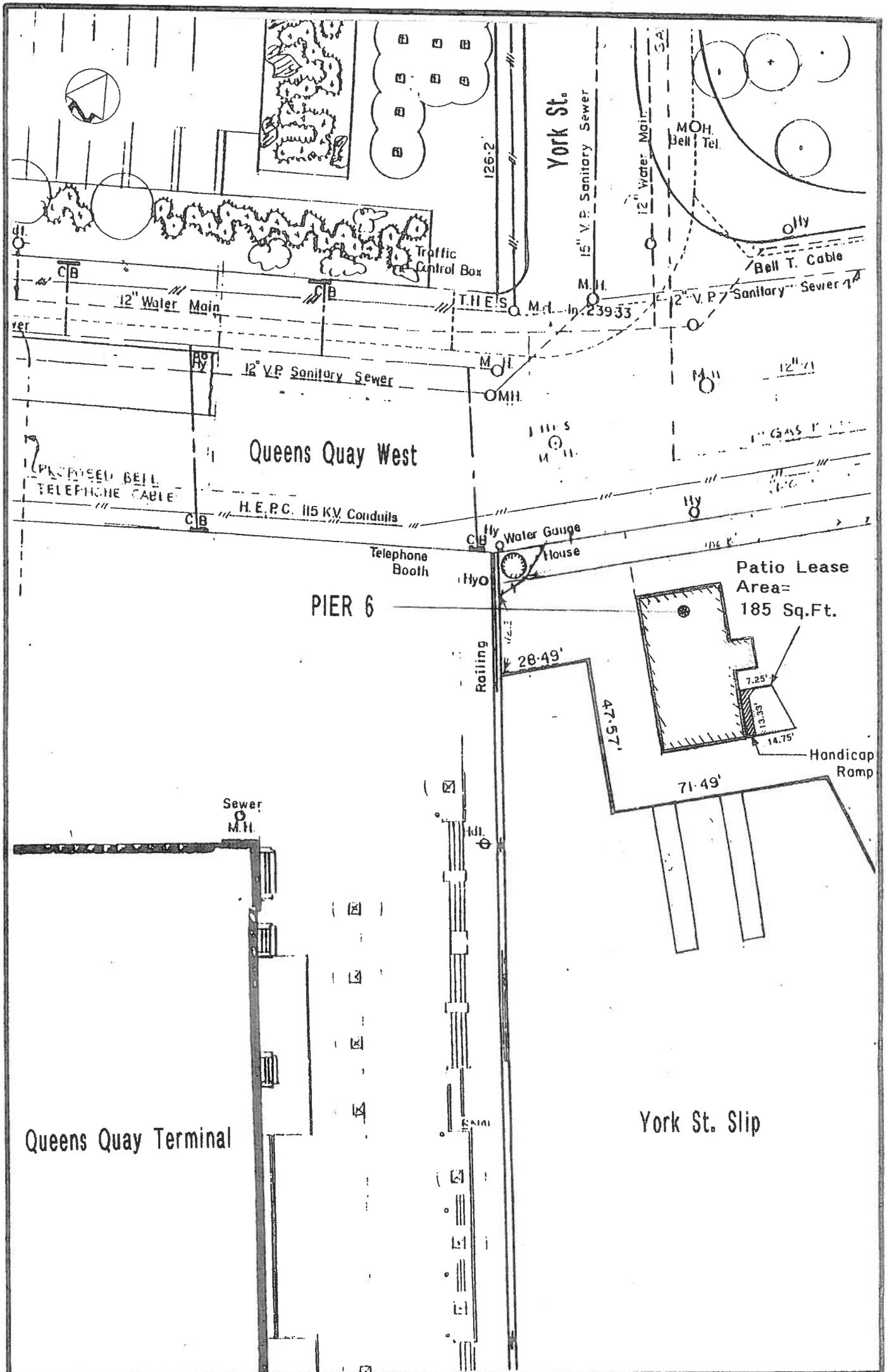
LEASE AREA = 5.50 sq.m. OR
59.18 sq. ft.

TORONTO PORT AUTHORITY

Property Manager:	Approved By:	Checked By:	Drawn By: N.D.D.	GeoCode: TC 22
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PIER 6 - 145 QUEENS QUAY WEST

Revised:	Scale: N.T.S.	Date: 94-11-14	File No: EN-7	Drawing No: 19449-2
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TORONTO PORT AUTHORITY

Property Manager	Approved By	Checked By	Drawn By W.K.	GeoCode: TC22
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PIER 6 - 145 QUEENS QUAY WEST

Revised	Scale 1 inch = 40 feet	Date 95.06.05	File No EN-12	Drawing No 19498
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Appendix C
Credit Applications

CREDIT APPLICATION
(Company/Corporation)

Applicant's Legal Name: _____
(Please specify if incorporated, numbered company, etc.)

Names of Principals: _____

Number of Years in Business: _____

Invoicing/Statement Address: _____
City _____ Province _____ Postal Code _____

Contact Person: _____ Tel: _____ Fax: _____

Accounts Payable Contact: _____ Tel: _____ Fax: _____

Bank Information:

Bank Name: _____

Branch Address: _____

Account No.: _____

Contact Person: _____ Phone No. _____

Credit References: (please specify name, contact, address, telephone and fax number)

1. _____

2. _____

3. _____

Names of Authorized Signing Officer(s) _____

THE APPLICANT CERTIFIES THE ABOVE INFORMATION TO BE TRUE.

The applicant hereby authorizes PortsToronto to obtain such credit information and/or personal information from any credit rating agency, reporting bureau or from any other sources as required to determine the applicant’s ability to meet the financial obligations. The applicant also authorizes PortsToronto to disclose or report such information concerning the applicant to any credit rating agency or reporting bureau concerning its financial obligations to PortsToronto to which the applicant has agreed. The applicant also authorizes PortsToronto to do bank checks on the applicant’s bank accounts which are duly provided in this application or will be updated by the applicant as required. By law, this authorization constitutes the approval required under the applicable laws pertaining to protection of personal information. The applicant additionally agrees to provide PortsToronto with updated information when obtained by the applicant or when required by PortsToronto whichever is earlier.

Date

Name:
Title:

I have authority to bind the company/corporation

The undersigned hereby authorizes PortsToronto to obtain such credit information and/or personal information from any credit rating agency, reporting bureau or from any other sources as required to determine the undersigned's ability to meet the financial obligations. The undersigned also authorizes PortsToronto to disclose or report such information concerning the undersigned to any credit rating agency or reporting bureau concerning its financial obligations to PortsToronto to which the undersigned has agreed. The undersigned also authorizes PortsToronto to do bank checks on the undersigned's bank accounts which are duly provided in this application or will be updated by the undersigned as required. By law, this authorization constitutes the approval required under the applicable laws pertaining to protection of personal information. The undersigned additionally agrees to provide PortsToronto with updated information when obtained by the undersigned or when required by PortsToronto whichever is earlier.

DATE

SIGNATURE