

ATTACHMENT A

CO-MANAGEMENT AGREEMENT

DATED FOR REFERENCE THE 21 DAY OF June, 2019

BETWEEN:

CITY OF NANAIMO
455 Wallace Street
Nanaimo, British Columbia
V9R 5J6
(the "**City**")

OF THE FIRST PART

AND:

HARBOUR CITY THEATRE ALLIANCE SOCIETY (INC. NO.S62709)
25 Victoria Road
Nanaimo, British Columbia
V9R 4N9
(the "**Society**")

OF THE SECOND PART

WHEREAS:

- A The City is the registered owner in fee simple of those lands located at 25 Victoria Road, Nanaimo, British Columbia, legally described as PID: 001-677-501, LOT 4, BLOCK AA, SECTION 1, NANAIMO DISTRICT, PLAN 584 except parcel A (DD9405N) and parcel B (DD11647N) of said lot (the "**Land**"). And the City owns a building located on the Land (the "**Building**"). Together the Land and the Building comprise 25 Victoria Road;
- B. The Society is a not-for-profit society and wishes to enter into a co-management and license to occupy agreement (the "**Co-management Agreement**" or "**Agreement**") for 25 Victoria Road, and the City wishes to grant this Agreement for 25 Victoria Road to the Society on the terms and conditions set out in this Agreement;
- C. This Agreement is intended to provide the terms of reference for the co-management and occupancy of the License Area (the "**License Area**") of 25 Victoria Road and the obligations of the Society and City in that regard;

NOW THEREFORE in consideration of the foregoing and the mutual covenants and agreements set out in this Agreement and the payment of **One (\$1.00) Dollar** plus applicable tax, by the Society to the City (the receipt and sufficiency of which the City acknowledges), the parties covenant and agree each with the other as follows:

1. **License To Occupy** – The City hereby grants to the Society the contractual right to use and occupy 25 Victoria Road subject to all of the terms and conditions including earlier termination as set out in this Agreement. The Society shall pay an administration fee to the City, the sum

of **One Hundred Twenty Five (\$125.00) Dollars** plus applicable tax, upon the execution of this agreement.

2. **Term** – The Society shall have the right to occupy and co-manage 25 Victoria Road for a term (the “**Term**”) of ten (10) consecutive years, **commencing July 1st, 2019** and **expiring June 30th, 2029** unless earlier terminated in accordance with the terms and conditions of this Agreement at which date the right to occupy shall cease.
3. **Renewal Option** – If the Society wishes to renew this Agreement, the Society may, by providing notice to the City at least one (1) year before the expiry of the Term, request a renewal (the “**Renewal**” or “**Renewal Term**”) of this Agreement. If, upon receiving such request, the City wishes, in its sole discretion, to accept the requested renewal of this Agreement, it will provide notice of acceptance of Renewal to the Society and upon giving such notice this Agreement will be renewed, on the same terms and conditions (excluding this right of renewal), for a further term of ten (10) years **commencing July 1, 2029** and **expiring June 30, 2039**.
4. **Taxes** – The Society shall pay all taxes, rates, duties and assessments whatsoever whether federal, provincial, municipal or otherwise charged upon the Society or the City as a result of the Society's occupation of or use of the Land and Building. Without in any way restricting the generality of the foregoing, the Society shall pay to the City, the applicable G.S.T. on the License fee.
5. **Society as Operator** – The Society shall operate 25 Victoria Road for the Term in accordance with and subject to the terms and conditions set forth in this Agreement. The City will designate a representative (the “**City Representative**”) to deal on its behalf with the affairs of 25 Victoria Road, and the Society will designate a representative (the “**Society Representative**”) to deal on its behalf with the affairs of 25 Victoria Road.
6. **Rules and Regulations** – The Society shall make such policies and procedures as are required to provide for the proper operation of 25 Victoria Road provided that such rules and regulations shall not be inconsistent with:
 - (a) the bylaws of the Society;
 - (b) the provisions, terms and conditions of this Agreement; and
 - (c) all applicable Federal, Provincial and City laws, by-laws and regulations.
7. **Access and Use** – The Society shall only use 25 Victoria Road for the purpose of a performing arts centre including arts and community events, productions, rehearsal, set construction, offices and storage. The Society shall use 25 Victoria Road to accommodate any and all activity consistent with the Society's vision and plans for a performing arts centre. Access to and use of 25 Victoria Road by members of the Society and by the general public shall be in accordance with guidelines developed by the Society for the operation of 25 Victoria Road, drawing where appropriate on relevant guidelines contained in City documents. There is no off street parking on site.
8. **Programming and Operation** – The Society shall be responsible for all aspects of the operation of 25 Victoria Road (save those exclusively to be performed by the City as described in this Agreement) including without limitation:

- (a) all programming and booking of events in 25 Victoria Road;
- (b) all responsibilities and functions delegated by the Society to its Society Representative who will have responsibility for operation of 25 Victoria Road.

9. **Society's Covenants** – The Society covenants and agrees with the City:

- (a) to provide all equipment, furnishings, and supplies that may be required to use 25 Victoria Road for the purpose of this Agreement;
- (b) not to do, suffer or permit anything in, on, or from 25 Victoria Road that may be or become a nuisance or annoyance to the owners, occupiers or users of adjoining lands or to the public, including the accumulation of rubbish or unused personal property of any kind;
- (c) not to do, suffer or permit any act or neglect that may in any manner directly or indirectly cause injury to 25 Victoria Road or to any fixtures or appurtenances thereon. No changing of locks or alarms without providing City a key or code. No smoking. No drinking alcohol without a License and not to exceed posted building occupancy capacity;
- (d) to pay all costs and expenses of any kind whatsoever associated with and payable in respect of 25 Victoria Road, including without limitation, all taxes, levies, charges and assessments, permit and License fees, repair and maintenance costs (other than those for which the City is expressly responsible pursuant to this Agreement), electricity, cable TV, internet, heat, natural gas, telephone, security installation and monitoring, water and sewage disposal and garbage and recycling contracts;
- (e) except for those items for which the City is expressly responsible pursuant to this Agreement, to repair and maintain 25 Victoria Road and all fixtures and appurtenances thereon in a safe, clean and sanitary condition and to take all reasonable precautions to ensure the safety of all persons using 25 Victoria Road;
- (f) to contract the maintenance of fire extinguishers and to maintain sprinklers below the high pressure valves to authorized maintenance firms acceptable to the City;
- (g) to maintain and repair 120 volt electrical circuits including circuit breakers or fuses;
- (h) to familiarize themselves and ensure Sub-Licensees are familiar with posted emergency evacuation floor plans located on each floor;
- (i) to keep the areas immediately adjacent to 25 Victoria Road free of any rubbish and debris originating from 25 Victoria Road;
- (j) the Society will not bring on, deposit, store, spray or apply nor cause or permit to be brought on, deposited, stored, sprayed or applied on the Land and Building any chemical fertilizer, herbicide, pesticide or other chemical or petroleum product or any substance which is capable of contaminating the Land and Building or any water on the Land and Building;

- (k) to carry on and conduct its activities on 25 Victoria Road in compliance with any and all laws, statutes, enactments, bylaws, regulations and orders from time to time in force and to obtain all required approvals and permits thereunder and not to do or omit to do anything in, on or from 25 Victoria Road in contravention thereof;
- (l) to carry out all Operating Responsibilities of the Society described in Schedule "A", which is attached to and forms part of this Agreement.

10. Repairs by the City –

- (a) if the Society fails to repair or maintain the Land and Building or any structure or improvements on the Land and Building in accordance with this Agreement, the City may, by its agents, employees or contractors enter the Land and Building and make the required repairs or do the required maintenance and the cost of the repairs or maintenance shall be a debt due from the Society to the City;
- (b) in making the repairs or doing the maintenance the City may bring and leave upon the Land and Building the necessary materials, tools and equipment and the City shall not be liable to the Society for any inconvenience, annoyance, loss of business or other injuries suffered by the Society by reason of the City effecting the repairs or maintenance;
- (c) the Society releases the City, its elected and appointed officers, employees and agents from and waives any claim, right, remedy, action, cause of action, loss, damage, expense, fee or liability which the Society may have against any or all of them in respect of this Agreement or its performance or its breach except insofar as such claim, right, remedy, action, cause of action, loss, damage, expense, fee or liability arises from the negligence of the City, its elected and appointed officers, employees and agents;
- (d) the City shall maintain and repair the roofs, exterior walls, foundations, heating and ventilation systems and site civil services exterior to the building. By making such repair(s), the City agrees to take into consideration the use of 25 Victoria by the Society;
- (e) the City shall maintain and repair high voltage electrical systems including the step down transformers and feed to property including transfer panel;
- (f) the City shall maintain and repair high pressure water up to and including pressure reduction valve, annual certification of the boilers, fire suppression high pressure valves and fire alarms;
- (g) the City shall be responsible for the maintenance of and snow removal from walkways and sidewalks;
- (h) the City shall be responsible for all Operating Responsibilities as the City describes in Schedule "A".

11. Improvements and Alterations – The Society must not make any improvements, extensions, installations, alternations, additions or renovations to 25 Victoria Road, or alter the existing state of 25 Victoria Road in any way, including new or revised signage, without

the prior written consent of the City. If the City gives such consent, the Society must obtain the City's prior approval of drawings and specifications for such work. The work must be performed strictly in accordance with the approved drawings and specifications and must comply with any conditions the City imposes with that approval.

12. **Ownership of Improvements** – Any improvements carried out to 25 Victoria Road shall, upon their completion, become the property of the City and shall be left in 25 Victoria Road following termination of this Agreement. If any chattels owned by the City are in the building upon commencement of this License, a list shall be drafted as an amendment to the License.
13. **25 Victoria Road Accepted “As Is”** – The Society acknowledges and agrees that the City has made no representations or warranties with respect to 25 Victoria Road or the suitability of 25 Victoria Road for the Society's intended use and the Society hereby agrees to use and occupy 25 Victoria Road on an “as is” basis and condition.
14. **Powers and Duties of the Society** – The Society shall be responsible for:
 - (a) the negotiation of all Sub-License Agreements with third parties for the use or occupancy of office space at 25 Victoria Road;
 - (b) the general administration of 25 Victoria Road and, without limiting the generality of the foregoing, this shall include all expenses incurred in the operation of 25 Victoria Road. Council may, pursuant to the *Community Charter*, grant the Society an exemption from taxation on the assessed land and improvements for the length of this agreement. Nothing in this Agreement requires City Council to grant such an exemption and any such exemption is in Council's sole and unfettered discretion from time to time.
15. **25 Victoria Road Policy** – All policies governing the operations of 25 Victoria Road shall be in accordance with the provisions of this Agreement and shall be approved and determined by the Society with the Society being responsible for initiating such policy. The Society shall inform the City Representative with respect to policy matters and shall keep the City Council advised as outlined in section 6.
16. **Repair and Maintenance of 25 Victoria Road by the Society** –
 - (a) other than those items for which the City is expressly responsible under this Agreement, the Society must keep 25 Victoria Road and all fixtures and appurtenances thereon, in good repair consistent with standards of repair generally accepted in British Columbia with respect to comparable premises;
 - (b) the Society is responsible for and must do all janitorial, window washing, routine maintenance and repairs with respect to 25 Victoria Road necessary for the Society's use, occupation and operation of 25 Victoria Road and upon written notice from the City the Society must make such repairs as are required by the City in the notice;
 - (c) at the end of the Term, the Society must surrender 25 Victoria Road to the City in good repair, excepting reasonable wear and tear. If the Society fails to leave 25 Victoria Road in a condition required by this Agreement, the City may do so on behalf of the Society and the Society must, on demand, compensate the City for all costs incurred.

17. **Liens** – In the event that any claim of builders lien is registered against the title of the Land pursuant to the provisions of the *Builders Lien Act* (British Columbia) with respect to any improvements, work, or construction that the Society undertakes on 25 Victoria Road, then the Society shall, within 30 days notification thereof, cause any such claim to be discharged from the title of the Lands. Should the Society fail to discharge any such lien within the time aforesaid, the City shall have the right to make application pursuant to Section 32 of the *Builders Lien Act* to have sufficient funds paid into Court to cause any such lien to be discharged from the title of the Land and the Society shall be responsible for payment to the City of any such sum, together with the costs thereof calculated on a solicitor and own client basis. The Society shall comply at all times with the *Builders Lien Act* in respect of any improvements, work or construction undertaken on 25 Victoria Road.
18. **Insurance Requirements** –
- (a) City shall, at its sole expense, insure the Building and fixtures against the perils and under the terms and conditions that the City insures other similar types of buildings and fixtures owned by the City;
 - (b) Society shall, at its sole expense, obtain and maintain throughout the Term “all risk” insurance, for replacement cost, on all of the Society’s assets;
 - (c) Society shall, at its sole expense, obtain and maintain throughout the Term comprehensive general liability insurance providing coverage for death, bodily injury, property loss and damage, and all other losses arising out of or in connection with the operations, use, and occupation of 25 Victoria Road in an amount of not less than Five Million \$5,000,000 Dollars per occurrence;
 - (d) the deductible on the policy of the insurance shall be not more than Five Thousand (\$5,000.00) Dollars.
19. **Insurance Policies** – All insurance required to be maintained by the Society hereunder shall be on terms and with insurers reasonably satisfactory to the City Representative. All policies shall name the City as an additional insured and must contain a waiver of rights or subrogation by the insurer against the City. The Society must obtain all required insurance at its sole expense and must deliver to the City certificates of insurance before the commencement of the Term. The policy shall provide for 30 days’ notice to the City before cancellation and should such policy lapse or be cancelled the City may, at the cost of the Society, place insurance as provided in this section.
20. **Effects Insurance** – The Society shall not, without the prior consent of the City, permit anything to be brought into 25 Victoria Road that would invalidate or increase the premium payable for policies of insurance held by the City or the Society in relation to 25 Victoria Road or that would injure or deface 25 Victoria Road. The Society in its contractual arrangements will undertake to assign culpability to contractual users of 25 Victoria Road, and ensure that adequate Effects Insurance is provided.
21. **Indemnity** – The Society will indemnify and save harmless the City from and against any and all liabilities, obligations, damages, penalties, claims, costs (including reasonable solicitors’ fees), fines, suits, demands and causes of action to, by or on behalf of any person, group, firm or corporation arising from the occupation or use of 25 Victoria Road by the Society or its invitees, employees, agents, members or any other person or persons for whose acts the

Society is liable in law, or from any breach of the Society of any covenant, term or provision of this Agreement by the Society or its members, servants or agents or that might arise during the occupancy of 25 Victoria Road by the Society under this Agreement; save and except where any such matter is the cause of an act by the City or anyone for whom the City is in law responsible.

22. **Strikes** – The Society in its contractual arrangements with users will absolve itself of liability arising out of strikes or lockouts and thereby release the City from any responsibility or liability whatsoever that might arise out of the City failing to provide 25 Victoria Road or any services to 25 Victoria Road under the terms of this Agreement arising out of any strike or lockout between the City and its employees or as a result of any other labour dispute, provided reasonable notice of any situation that might give rise to a labour action has been provided to the Society such that the Society has had the opportunity to modify its operations to minimize its risk.
23. **Financial Records** – Proper and separate books of account and financial records of 25 Victoria Road’s operation, as required by the Society Act, shall be kept by the Society at its expense during the occupancy by the Society of 25 Victoria Road. The City Representative or any person authorized by the City shall have free access to the Society’s financial records at all reasonable times.
24. **Budget** – The Society’s Board of Directors shall approve its annual Operating and Capital Budgets. The budget of the Society shall be submitted to the City Representative.
25. **Financial Statement** – The Society will prepare and deliver to the City on an annual calendar year basis an independently prepared financial statement of expense and income with respect to all revenues from and expenses for the use and operation of 25 Victoria Road as well as a statement of all related assets and liabilities (as submitted to the Province in the Society’s annual report). The Society will cause such annual financial statements to be submitted to the City Representative for consideration no later than October 1st each year of the Term.
26. **Reports** – The Society shall report monthly to the City Community and Cultural Planning Section by submitting an activity report.
27. **City’s Financial Contribution** – The City will include in its budget an operating grant to the Society to be paid in equal quarterly amounts at the beginning of each quarter. The Society shall participate in the City budget preparation process through the City Community and Cultural Planning Section. *For the purpose of this agreement the following payment schedule shall apply:*

Harbour City Theater Operational Payment Schedule (2019-2029)

| Time Period | Payment Total | Quarterly Payment |
|------------------------------|---------------|-------------------|
| July 1, 2019 – June 30, 2020 | \$11,350.00 | \$2,837.50 |
| July 1, 2020 – June 30, 2021 | \$12,783.00 | \$3,195.75 |
| July 1, 2021 – June 30, 2022 | \$13,039.00 | \$3,259.75 |
| July 1, 2022 – June 30, 2023 | \$13,300.00 | \$3,325.00 |
| July 1, 2023 – June 30, 2024 | \$13,566.00 | \$3,391.50 |
| July 1, 2024 – June 30, 2025 | \$13,837.00 | \$3,459.25 |
| July 1, 2025 – June 30, 2026 | \$14,114.00 | \$3,528.50 |
| July 1, 2026 – June 30, 2027 | \$14,396.00 | \$3,599.00 |

| | | |
|------------------------------|-------------|------------|
| July 1, 2027 – June 30, 2028 | \$14,684.00 | \$3,671.00 |
| July 1, 2028 – June 30, 2029 | \$14,978.00 | \$3,744.50 |

28. **Revenues** – All revenue obtained from operations at 25 Victoria Road shall be retained by the Society. The Society covenants and agrees that all revenue shall be used exclusively for operations at 25 Victoria Road.
29. **Society's Representations and Warranties** – The Society represents and warrants that the Society:
- (a) is a not for profit society validly incorporated and in good standing under the laws of British Columbia and does not conduct its activities with a view to obtaining, and does not distribute, profit or financial gain for its members;
 - (b) has the power and capacity to enter into and carry out the obligations under this Agreement;
 - (c) has completed all necessary resolutions and other preconditions to the validity of this Agreement.
30. **Termination Without Breach** – This Agreement may be terminated by the Society or the City upon giving to the other party 90 days notice of its intention to terminate, such notice to be given in writing on the last day of any month of the Term.
31. **Termination for Breach** – If the Society does not fully observe, perform and keep each and every term, covenant, agreement, stipulation, obligation, condition and provision of this Agreement to be observed, performed and kept by the Society, and persists in such default for 60 days after written notice by the City, the City may, at its option, terminate this Agreement and the Term then becomes immediately forfeited and void and the Society must immediately cease all use of 25 Victoria Road and must immediately vacate 25 Victoria Road and remove all equipment and supplies brought onto 25 Victoria Road by the Society.
32. **Termination for Other Reasons** – In the event that:
- (a) the Society shall make an assignment for the benefit of creditors; or
 - (b) the Society, for an unjustifiable reason, fails to hold a general meeting of members for a period of eighteen (18) months or longer; or
 - (c) the Society becomes bankrupt or insolvent or takes the benefit of any Act now or hereafter in force for bankrupt or insolvent debtors; or
 - (d) any order shall be made for the winding up of the Society; or
 - (e) the Society is struck off the Register by the Registrar for any just reason whatsoever;
 - (f) the City may give to the Society 60 days' notice to rectify the matter in question after which time, if the problem is not rectified to the satisfaction of the City, the City may terminate this Agreement and the Term then becomes immediately forfeited and void and the Society must immediately cease all use of 25 Victoria Road and must

immediately vacate 25 Victoria Road and remove all equipment and supplies brought onto 25 Victoria Road by the Society.

33. **Amendments** – All amendments proposed to the terms and conditions of this Agreement shall be submitted in writing for consideration.
34. **Communications** – All communications relating to this Agreement (apart from ongoing exchange of operating information), shall be done in writing.
35. **Notices** – Any notice herein provided or permitted to be given by the Society to the City shall be sufficiently given if delivered to the City at:

CITY OF NANAIMO

City Hall
455 Wallace Street
Nanaimo, BC V9R 5J6
Attention: Manager, Community and Cultural Planning

Any notice herein provided or permitted to be given by the City to the Society shall be sufficiently given if delivered to the Society addressed to:

HARBOUR CITY THEATRE ALLIANCE SOCIETY

25 Victoria Road,
Nanaimo BC V9R 4N9
Attention: Society Representative

Either party may at any time give notice in writing to the other of any change of address of the party giving such notice and from and after the giving of such notice the address therein specified shall be deemed to be the address for such party for the giving of notice there under. The word “notice” in this paragraph shall be deemed to include any request, statement or other writing in this Agreement provided or permitted to be given by the City to the Society or by the Society to the City. Such notices may be given by personal delivery, mail, electronic mail or by fax and if given by mail shall be deemed to have been received five days after the date of mailing.

36. **Conflict of Interest** – Society Board Members and Staff shall be subject to the Society’s “Conflict of Interest” policies.
37. **Agreement to Mediate Disputes**
- (a) in the event that any dispute arises between the parties in relation to this Agreement, or out of this Agreement, and the dispute is not resolved by negotiation, the parties agree to submit the dispute to mediation. The parties further agree that their participation in mediation is a condition precedent to any party pursuing any other available remedy in relation to the dispute;
- (b) any party to the dispute may give written notice to the other party of his or her desire to commence mediation, and a mediation session must take place within (30) days after the date that such notice is given;

- (c) the parties must jointly appoint a mutually acceptable mediator. If the parties are unable to agree upon the appointment of a mediator within (7) days after a party has given notice of a desire to mediate the dispute, any party may apply to the Mediate BC Society, or such other organization or person agreed to by the parties in writing, for appointment of a mediator;
 - (d) the parties agree that the mediation will be conducted in accordance with the Mediation Rules of the Mediate BC Society;
 - (e) the parties further agree to share equally the costs of the mediation, which costs will not include costs incurred by a party for representation by counsel.
38. **Appeals** – In the event that Agreement between the City Representative and the Society cannot be reached on matters involving the City's and/or Society's interests, the Society or the City Representative may appeal the matter to the City Council. A decision of the Council shall be final and be binding on all matters which require City consent or approval.
39. **Agents** – It is understood and agreed that the Society and all agents, servants and employees of the Society are not and shall not be deemed to be agents, servants or employees of the City.
40. **Assignment** – This Agreement shall enure to the benefit of and be binding upon the parties hereto. The Agreement is personal to the Society and cannot be assigned to any other person.
41. **No Effect on Laws or Powers** – Nothing contained or implied herein prejudices or affects the City's rights and powers in the exercise of its functions pursuant to the *Local Government Act* (British Columbia) and the *Community Charter* (British Columbia) or its rights and powers under any enactment to the extent the same are applicable to 25 Victoria Road, all of which may be fully and effectively exercised in relation to 25 Victoria Road as if this Agreement had not been fully executed and delivered.
42. **Entire Agreement** – The provisions in this Agreement constitute the whole of the agreement between the parties and supersede all previous communications, representations, warranties, covenants and agreements, whether verbal or written, between the parties with respect to the subject matter of the Agreement.
43. **Waiver or Non-Action** – Waiver by the City of any breach of any term, covenant or condition of this Agreement by the Society must not be deemed to be a waiver of any subsequent default by the Society. Failure by the City to take any action in respect of any breach of any term, covenant or condition of this Agreement by the Society must not be deemed to be a waiver of such term, covenant or condition.
44. **Interpretation** – Wherever the singular and masculine are used throughout this Agreement the same shall be constructed as meaning the plural or feminine or the body corporate or politic as the context requires.
45. **Attached** – The attached "Schedule "A" Operating Responsibilities" forms a part of this agreement.

IN WITNESS WHEREOF the parties hereto have set their hands as of the day and year first above written:

CITY OF NANAIMO by its authorized signatories;


Mayor

Corporate Officer

HARBOUR CITY THEATRE ALLIANCE SOCIETY by its authorized signatories;



Charlotte deRook, President/Director



Dean Chadwick, Artistic Director

CO-MANAGEMENT AGREEMENT

“SCHEDULE A OPERATING RESPONSIBILITIES”

- Both organizations take responsibility for notifying each other of any system failure, anticipated failures or damage at or to 25 Victoria Road in a timely fashion. The City Representative and Society Representative shall meet on a regular basis to ensure that communication, planning, and coordination of the parties' respective responsibilities are current;
- All planning and execution of the responsibilities described in the Agreement and Schedule “A” that are not the responsibility of the Society will be coordinated with the Society, to ensure the impact on the Society's operations is kept to a minimum;
- If a responsibility described in this Schedule “A” conflicts with the Agreement, the terms of this Schedule “A” will supersede the Agreement;
- If there is no mention of a specific responsibility in this Schedule “A”, the responsibility will lie as it is stated in the Agreement.

1. Electrical

Without limiting its responsibilities described in the Agreement, the City is responsible for:

- a) high voltage feed to the facility and distribution of 120 volt throughout the Building;
- b) maintenance of all breaker panels.

Without limiting its responsibilities described in the Agreement, the Society is responsible for:

- c) all electrical equipment;
- d) emergency lighting;
- e) installation of additional circuits as required.

2. HVAC

Without limiting its responsibilities described in the Agreement, the City is responsible for:

- a) all HVAC inspections, repair, and maintenance.

The Society is not responsible for any items related to HVAC.

3. Plumbing / Water

Without limiting its responsibilities described in the Agreement, the City is responsible for:

- a) high pressure water, up to, and including pressure reduction valve;

- b) ongoing maintenance of hot and cold domestic water distribution systems throughout the Building;
- c) replacement and re-build of the existing commercial boiler;
- d) inspection and annual certification of commercial boiler;
- e) repair and replacement of domestic hot water tanks.

Without limiting its responsibilities described in the Agreement, the Society is responsible for:

- f) ongoing maintenance and repair of all plumbing fixtures throughout the facility.

4. Structural

Without limiting its responsibilities described in the Agreement, the City is responsible for:

- a) maintaining and repairing the Building's exterior walls and building foundations;

The Society is not responsible for any structural repairs to the Building.

5. Roof

Without limiting its responsibilities described in the Agreement, the City is responsible for:

- a) maintenance, repair, and replacement of the Building's roofing membrane and drains;

The Society is not responsible for any roof maintenance or repair.

6. Equipment

Without limiting its responsibilities described in the Agreement the City is not responsible for:

- a) any furnishings and fixtures, defined as "the end user equipment." A fixture is the device that is used directly by the Society such as sinks, toilets, lights, stoves and fridges.

Without limiting its responsibilities described in the Agreement, the Society is responsible for:

- b) the maintenance and repair of furnishings and fixtures. Fixtures are defined above, in the letter a) of Equipment;
- c) providing inventory information for all furnishings, fixtures and supplies of the Society at 25 Victoria Road to the City for insurance purposes.

7. Interior Surfaces

The City is not responsible for any interior surfaces, which include, but are not limited to interior doors and hardware, including locks, carpets, and flooring.

Without limiting its responsibilities described in the Agreement, the Society is responsible for:

- a) maintenance and repair of all interior surfaces, including, but not limited, to all interior doors and hardware, including locks, carpets, and flooring.

8. Janitorial Services

The City is not responsible for any janitorial, cleaning, or routine maintenance of 25 Victoria Road.

Without limiting its responsibilities described in the Agreement, the Society is responsible for:

- a) all interior janitorial cleaning and maintenance;
- b) all janitorial supplies;
- c) all carpet and floor cleaning.

9. Exterior

Without limiting its responsibilities described in the Agreement, the City is responsible for:

- a) installing, maintaining and repairing all exterior wall finishes, plaster, paint (including graffiti removal);
- b) installing, maintaining and repairing all exterior doors, including locks, including exit door hardware and emergency exit signs;
- c) installing, maintaining and repairing all exterior lighting fixtures, lamp replacement and maintenance;
- d) all window repairs due to breakage and leakage.

Without limiting its responsibilities described in the Agreement, the Society is responsible for:

- e) window cleaning;
- f) garbage and recycling, including contract for pickup and removal;
- g) garbage and litter pickup at areas around the Victoria Road entrance/exit and the Nicol Street entrance/exit.

10. Fire Suppression | Fire Alarm | Sprinkler

Without limiting its responsibilities described in the Agreement, the City is responsible for inspection and replacement of:

- a) high pressure valves;
- b) backflow preventer;

- c) annual testing and inspection of all fire suppression systems, fire alarms, fire extinguishers and sprinklers.

The Society is responsible for:

- d) ongoing maintenance and care of all fire suppression systems, fire alarms, fire extinguishers, sprinklers, high pressure valves, and backflow preventers.

11. Alarm and Security

Except for the inspection and replacement of fire alarms described in section 10 of this Schedule "A", the City is not responsible for any alarms or security systems at 25 Victoria Road.

Without limiting its responsibilities described in the Agreement, the Society is responsible for:

- a) repair, maintenance and monitoring costs for all alarm and security systems at 25 Victoria Road.