



REQUEST FOR EXPRESSION OF INTEREST

**Social Facilities Operator(s) for Upcoming Social Facility Space
Located at 1101 Seymour Street**

RFEOI No. PS21031652

Issue Date: February 16, 2022

Issued by: City of Vancouver (the "City")

**IN RESPECT OF
REQUEST FOR EXPRESSIONS OF INTEREST (the “RFEOI”) SOCIAL FACILITIES OPERATOR(S)
FOR UPCOMING SOCIAL FACILITY SPACE LOCATED AT 1101 SEYMOUR STREET**

Expressions of Interest are to be addressed to Social Policy - Social Facilities Operator Selection - City of Vancouver, #501-111 W. Hastings Street, Vancouver, British Columbia, Canada, V6B 1H4, and should be received prior to 3:00 p.m., Vancouver Time (as defined in Note 3 below), on Thursday, March 31st, 2022 (the “Closing Time”).

EXPRESSIONS OF INTEREST WILL NOT BE PUBLICLY OPENED.

NOTES:

1. An Expression of Interest should be submitted by email prior to 3:00pm on March 31st, 2022 (the “Closing Time”) in accordance with the following:
 - Subject of the file to be: PS# - Title - Respondent name.
 - Document format for submissions:
 - Schedule 1-5 and 7 in PDF format, - 1 combined PDF file, and;
 - Any additional attachments if required.
 - Zip the files to reduce the size or email separately if needed.
 - Send your submissions to communityspaces@vancouver.ca; do not deliver a physical copy to the City of Vancouver.
 - Submitting the files via Drop box, FTP, or similar programs, is not acceptable.
 - Due to cybersecurity concerns, the City of Vancouver will quarantine any inbound email with attachments not in PDF or Microsoft Office formats which will result in non-delivery to Supply Chain Management and will be deemed not submitted. Non-compliant file formats will be detected and quarantined even if they are compressed, zipped, renamed, and include password protected zipped files.
 - The maximum number of attachments allowed in an email message is 250 attachments.
 - The maximum size limit for an email message, including all attachments, is 20MB per message
2. Each Expression of Interest must be marked with the vendor’s name and the RFEOI title and number.
3. “Vancouver Time” will be conclusively deemed to be time in the City of Vancouver, as indicated in the electronic timestamp the Proposal receives upon delivery to the email address specified herein, which is in turn synchronized to Network Time Protocol (NTP) provided by the National Research Council of Canada adjusted to local Pacific Time Zone.
4. **DO NOT SUBMIT EXPRESSIONS OF INTEREST BY FAX.**

5. All queries related to this RFEOI should be submitted in writing to the attention of:

Email: communityspaces@vancouver.ca (the “Contact Person”)

Note: Please Include “Social Facilities Operator Selection” in subject line

RFEOI No. PS 21031652
OPERATOR SELECTION FOR SOCIAL FACILITY AT 1101 SEYMOUR STREET
TABLE OF CONTENTS

1.3	Scope of Work.....	7
1.4	Sustainability.....	7
1.5	RFEOI Process.....	8
1.6	RFEOI Documents.....	8
SECTION 2 QUALIFICATION CRITERIA		9
2.1	General.....	9
2.2	Key Personnel and Subcontractors	9
SECTION 3 COMMUNICATIONS		9
SECTION 4 SUBMISSION OF EXPRESSIONS OF INTEREST		10
4.1	Delivery	10
4.2	Late Expressions of Interest	10
4.3	Form of Expression of Interest	10
4.4	Lack of Information	11
4.5	Material Changes	11
SECTION 5 REVIEW OF EXPRESSIONS OF INTEREST		11
5.1	Evaluation by the City of Vancouver	11
5.2	Inquiries.....	12
5.3	Non-Conforming Expressions of Interest	12
SECTION 6 NOTIFICATION AND RFP PROCESS 12		
6.1	Notification of Prequalification	12
6.2	Changes after Pre-Qualification	12
6.3	The City of Vancouver Rights	12
6.4	Information Disclaimer	13
SECTION 7 CONFLICTS/COLLUSION/LOBBYING13		
7.1	Conflicts of Interest Generally.....	13
7.2	Former City Employees	14
7.3	Other Clients	14
7.4	Collusion	14
7.5	Lobbying.....	14
SCHEDULE 1 – DESCRIPTION OF REQUIREMENTS		15
SCHEDULE 2 – LETTER OF EXPRESSION OF INTEREST		17
SCHEDULE 3 – FORMAT FOR EXPRESSIONS OF INTEREST		20
Submission Requirements: Organization Structure and Status		28
SCHEDULE 4 - CERTIFICATE OF EXISTING INSURANCE.....		31
SCHEDULE 5 - DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE		32
SCHEDULE 6 - PRECEDENT LEASE, SERVICE LEVEL AGREEMENT AND PUBLIC SERVICE REQUIREMENTS ...		33
SCHEDULE 7 - BUDGET TEMPLATE		120

SECTION 1 GENERAL INFORMATION

1.1 Introduction

The City of Vancouver (the “City”) is seeking expressions of interest (“Expressions of Interest”) from social serving non-profit organizations for the operation of social facility space at 1101 Seymour Street.

1.2 Background

The City of Vancouver is home to social non-profit organizations that provide valuable community programs and services. The sector is facing significant facility challenges such as affordability, aging facilities, and inappropriately designed space, limiting ability to focus resources on the communities that they serve. As such, City support for securing multi-tenant, flexibly designed, affordable, and accessible space is essential for retaining non-profits within Vancouver. Provision of subsidized social facility space is consistent with a number of existing and emerging City policies such as: *The Healthy City Strategy (2014)*, *The Framework for City of Reconciliation (2014)*, *The Equity Framework (2021)*, *The Accessibility Strategy (2018)* and the *Spaces to Thrive: Vancouver Social Infrastructure Strategy (2022)*.

Facility-Specific Information

Built in 2017, 1101/1105 Seymour Street is a 15-storey City-owned facility achieved through a community amenity contribution (CAC). It includes four floors (Floors 1-4) of social service centre space and 81 units of non-market rental housing in the tower above (1105 Seymour Street). City Council approved the first four floors of the building for a social service centre; advancing the City’s priority to provide affordable space for non-profit organizations delivering community-based programs and services. Currently the City leases space to four organizations within the facility: AIDS Vancouver serving people with HIV/AIDS; SWAN Vancouver, serving sex workers; Aunt Leah’s Place, serving youth in foster care; and, Vancouver Coastal Health (VCH), contracting to RainCity Housing Society to operate an overdose prevention site.

This operator selection process will award the vacant space on the second and first floors to non-profit organization(s) that will use it to provide the community with additional social supports. The City is seeking a non-profit organization(s) to operate a 508 square feet (gross) unit on the first floor and/or 4,801 square feet (gross) on the second floor for a total of 5,309 square feet (gross). In addition to this dedicated space, the selected organization(s) will have access to: shared parking, loading bay, and garbage/recycling on the ground floor; shared bicycle storage and shower facilities on the parking levels; and, shared washrooms and hallway space for circulation on both levels.

Interested parties are encouraged to apply for all or a portion of the space; and must describe how they intend to use the ground floor and/or second floor space(s).

RFEOI No. PS 21031652
QUALIFICATIONS FOR OPERATOR SELECTION FOR 1101 SEYMOUR STREET

Operating Support

Lease Terms

Subject to Council approval, the City of Vancouver will enter into a lease with the non-profit organization(s); the non-profit will be responsible for a proportionate share of the utilities and common area costs, routine and preventative maintenance, and day-to-day operations and repairs. See the Schedule 6 PDF file for details of Standard Form of Agreement of City-owned social facilities.

Basic lease terms include:

- (i) Lease term of 5 years, plus opportunity for renewal at end of term for one additional 5-year term; and,
- (ii) Variable lease rate (inclusive of payment of an amount in lieu of property taxes), depending on the nature of services being provided. See table below.

Organization Focus	Lease Rate
<p><i>Social</i></p> <ul style="list-style-type: none"> -Grants may fund the direct delivery of social services to individual residents, or fund activities that support other non-profits to improve their ability to deliver social services, address social issues and navigate change [see Schedule 1 - Description of Requirements 1.1(d)]. -The primary function is to remove barriers and/or provide supports to ensure more equitable access to services and opportunities -The primary focus is residents who are experiencing social, physical, and/or economic disadvantages and/or who face discrimination -Social service non-profits include agencies which offer social supports, including childcare, newcomer settlement services, senior support groups, women and gender diverse population, Indigenous people and persons with disabilities serving groups and community-based food programs among others. -Strongly aligned with Spaces to Thrive Policy Framework and goals of the Healthy City Strategy 	<p>Nominal (\$10 for the term) - classified as a grant</p>
<p><i>Social/Health</i></p> <ul style="list-style-type: none"> -Provide a mix of social and health services/programs aligning with partner priorities -Aligned with Spaces to Thrive Policy Framework and goals of the Healthy City Strategy -Receive substantial/core funding from senior levels of government 	<p>Below Market Rate (TBD)</p>

*varying lease rates are consistent with the existing lease terms for the mix of tenants currently at 1101 Seymour

Grants May be Available:

The social facility operator(s) may be eligible to apply for operational or program grants through the City of Vancouver's Community Services Core Support Grant Program. Grant application information can be found online at: <https://vancouver.ca/people-programs/core-support-grants.aspx>

1.3 Scope of Work

Operator's Responsibilities

Social facility operators will be responsible for providing all services and meeting all requirements as set out in Schedule 6 to this RFEOI, which includes the Precedent Lease for Non-profit Entities (Cultural/Social), Draft Service Level Agreement, and Precedent Public Service Requirements. The Operator(s)' responsibilities include:

- (i) Utilities, operating, routine repairs and maintenance of the premises;
- (ii) Paying for breakage, maintenance and repairs which are required by the Service Level Agreement for the landlord to perform, for issues that were caused by occupants/operations;
- (iii) Paying for a proportionate share of the cost of maintenance and routine repairs for common areas; and,
- (iv) Maintaining insurance.

1.4 Sustainability

1.4.1 The City's Procurement Policy, Ethical Purchasing Policy and related Supplier Code of Conduct found at <http://vancouver.ca/doing-business/selling-to-and-buying-from-the-city.aspx> align the City's approach to procurement with its corporate social, environmental and economic sustainability values and goals. They evidence the City's commitment to maximize benefits to the environment through product and service selection, and to ensure safe and healthy workplaces, where human and civil rights are respected. Each City vendor is expected to adhere to the supplier performance standards set forth in the Supplier Code of Conduct. The Ethical Purchasing Policy shall be referred to in the evaluation of Expressions of Interest, to the extent applicable.

1.4.2 Vendors are to provide environmentally sensitive products or services wherever possible. Where there is a requirement that a vendor supply materials, and where such materials may cause adverse environmental effects, the vendor should indicate the nature of the hazard(s) in its Expression of Interest. Furthermore, each vendor is asked to advise the City of any known alternatives or substitutes for such materials that would mitigate such adverse effects.

1.5 RFEI Process

- 1.5.1 Interested parties (“**Respondents**”) are required to respond to this RFEI in accordance with the instructions set forth in this RFEI.
- 1.5.2 Expressions of Interest are being requested in order to afford the City of Vancouver the opportunity to gauge such responses and evaluate Respondents’ expertise, so that the City may then conduct a more formal procurement process, tailored (as determined in the City’s discretion) to the responses received and limited, should the City so determine, to all or some of the RFEI Respondents. The City currently anticipates that it will carry out a request for proposals and that the same will be released to multiple qualified Respondents during the period stated in Schedule 1 – Description of Requirements.
- 1.5.3 Notwithstanding the foregoing, the City may, as a result of the RFEI, decide to proceed directly to negotiate a contract with an outstanding Respondent (or the sole qualified Respondent, if there is only one).
- 1.5.4 The RFEI process is aimed at encouraging businesses with the required level of expertise to participate. Respondents should ensure that their Expressions of Interest demonstrate expertise in the provision of social services.
- 1.5.5 Any potential Respondent is requested to refrain from submitting an Expressions of Interest if it is not willing to submit bona fide proposal or tender in relation to the subject matter of the RFEI if the City invites the Respondent to participate in a request for proposals or invitation to tender.
- 1.5.6 If a potential Respondent believes that the City may be unable to select it due to a conflict of interest, but is uncertain about this, the potential Respondent is urged to contact the individual named on the cover page above as soon as possible with the relevant information so that the City may advise the vendor regarding the matter.

1.6 RFEI Documents

- 1.6.1 This RFEI consists of:
 - (i) the cover page hereof and sections 1 through 6 hereof; and
 - (ii) schedules as follows:
 - (i) Schedule 1 – Description of Requirements;
 - (ii) Schedule 2 – Letter of Expression of Interest;
 - (iii) Schedule 3 – Format for Expressions of Interest;
 - (iv) Schedule 4 – Certificate of Existing Insurance;
 - (v) Schedule 5 – Declaration of Supplier Code of Conduct Compliance;
 - (vi) Schedule 6 – Precedent Lease for Non-profit Entities (Cultural/Social), Service Level Agreement, Precedent Public Service Requirements; and,
 - (vii) Schedule 7 - Budget Template
- (collectively, the “**RFEI Documents**”).

- 1.6.2 If the City of Vancouver issues any amendments or addenda to the RFEOI Documents, such amendments or addenda will form part of the RFEOI Documents. It is the sole responsibility of all Proponents to check the City's website at: <http://www.vancouver.ca/fs/bid/bidopp/openbid.htm> regularly for amendments or addenda to the RFEOI Documents, including questions and answers posted by the City in relation to this RFEOI.

SECTION 2 QUALIFICATION CRITERIA

2.1 General

The City currently expects to base its decision with respect to each Respondent's qualification (or not) to participate in a request for proposals on (i) whether the statement of qualifications submitted by the Respondent as part of its Expression of Interest (its "**Statement of Qualifications**") has met, and whether such Statement of Qualifications shows that the Respondent has met, the requirements set out in the RFEOI Documents and (ii) the evaluation criteria set out in Schedule 1 – Description of Requirements.

2.2 Key Personnel and Subcontractors

- 2.2.1 As part of its Statement of Qualifications, a Respondent should submit the names of proposed key personnel and subcontractors.
- 2.2.2 Qualification to participate in a request for proposals may be conditioned on the use of the key personnel and subcontractors specified in a Statement of Qualifications, or other personnel or subcontractors approved in advance by the City.
- 2.2.3 A Respondent should therefore not change its key personnel or subcontractors without discussing the same with the City.
- 2.2.4 Notwithstanding the following, by submitting an Expression of Interest, each Respondent acknowledges that if selected to participate in a request for proposals, the Respondent may be required to include subcontractors selected by the City.

SECTION 3 COMMUNICATIONS

3.1 Contact for Communications

Respondents may not communicate with the City about the RFEOI except in writing by email to the contact person listed on the cover page of this RFEOI.

3.2 Key Dates

Potential respondents should note the following key dates:

Event	Time and Date
Information Meeting (Virtual)	February 23, 2022 1 - 2:30pm
Deadline For Enquiries	March 31, 2022
Deadline for submitting Proposals	March 31, 2022

3.3 An information meeting (the “Information Meeting” will be held to enable proponents to seek clarification with respect to any aspect of the RFEOI in a group forum. Attendance at the Information Meeting is not required. The details are as follows:

Date: as specified in Section 3.2 above.

Time: as specified in Section 3.2 above.

Location: RSVP to communityspaces@vancouver.ca by February 22, 2022, 5:00pm for login details to the online Information Session over WebEx.

3.4 Potential proponents are encouraged to read the RFEOI documents and submit any questions relating to the RFEOI to the Contact Person by 48 hours prior to the Information Meeting.

3.5 The City will endeavor to provide accurate responses to questions posed during the Information; notwithstanding, proponents are advised to rely on written information contained herein or in documents posted to the City’s website, as described in Section 1.6.2 above.

SECTION 4 SUBMISSION OF EXPRESSIONS OF INTEREST

4.1 Delivery

Each Respondent should submit a single electronic copy of its entire Expression of Interest by email to communityspaces@vancouver.ca. It is each Respondent’s sole responsibility to ensure delivery of its Expression of Interest by the Closing Time. All submissions should be made at the Respondent’s sole cost and expense.

4.2 Late Expressions of Interest

The City of Vancouver may, in its discretion, accept, or reject and return, any Expression of Interest received after the Closing Time.

4.3 Form of Expression of Interest

Each Expression of Interest must consist of a letter in the form set forth in Schedule 2 together with a Statement of Qualifications in the format set forth in Schedule 3, an insurance certificate in the form set forth as Schedule 4 and declaration of Supplier Code of Conduct compliance in the form of Schedule 5.

4.4 Lack of Information

Following receipt of an Expression of Interest, the City of Vancouver may, in its sole discretion and without having any duty or obligation to do so, request that the Respondent provide the City of Vancouver with additional information to clarify or substantiate the information provided by the Respondent. If a Respondent fails to provide information required for the City's evaluation of the Respondent's qualifications, or fails to provide timely clarification or substantiation of the information supplied, that failure may result in no further consideration being given to the Expression of Interest.

4.5 Material Changes

Respondents should inform the City of Vancouver of any material change in information that might affect their qualification status at any time during the RFEOI process. Participants in a request for proposals will be required to update key qualification information at the time of proposal submission. Prior to the entry into any agreement for goods or services, a successful vendor will be required to confirm its continued status.

SECTION 5 REVIEW OF EXPRESSIONS OF INTEREST

5.1 Evaluation by the City of Vancouver

The City will review the Expressions of Interest submitted to determine whether, in the City's opinion, each Respondent has demonstrated that it has the required experience and qualifications in order for it to advance in the City's procurement process. In doing so, the City currently expects to base its decision with respect to each Respondent on (i) whether the Statement of qualifications submitted by the Respondent has met, and whether such Statement of Qualifications shows that the Respondent has met, the requirements set out in the RFEOI Documents and (ii) the evaluation criteria set out in Schedule 1 – Description of Requirements. The City currently expects to select a number of Respondents ("**Pre-Qualified Respondents**"); provided that:

- 5.1.1 the determination of which Respondents are designated as Pre-Qualified Respondents will be at the sole discretion of the City; and
- 5.1.2 the City reserves the right to limit the number of Respondents designated as Pre-Qualified Respondents.

The following is an overview of the categories for the City's evaluation of the section of the Respondent's Statement of Qualifications (as defined in Schedule 1) addressing the Evaluation Criteria:

Evaluation Criteria:

Expressions of Interest will be evaluated according to the criteria and weightings as outlined below. Staff will evaluate the respondent organization(s)' ability to demonstrate how this space will advance their mandate and address relevant City priorities, including the capacity to:

- a) Advance City policies and priorities such as the City of Vancouver's Reconciliation Framework (2014), Equity Framework (2021), Anti-racism & Cultural Redress policies (forthcoming), the Healthy City Strategy (2014), the Accessibility Strategy (forthcoming), and the Spaces to Thrive: Vancouver Social Infrastructure Strategy (2021);

- b) Offer programs and services to equity-denied and diverse populations (with applied intersectionality), with an emphasis on supporting populations within the downtown neighbourhoods;
- c) Optimize the use of on-site infrastructure; and,
- d) Demonstrate strong financial, administrative and organizational capacity to operate and program the space.

In addition, Expressions of Interest must meet eligibility conditions indicated in the Evaluation Criteria to proceed to evaluation of the other categories.

5.2 Inquiries

The City, in its sole discretion and without having any duty or obligation to do so, may conduct any inquiries or investigations, including but not limited to contacting references, to verify the statements, documents, and information submitted in connection with an Expression of Interest and may seek clarification from a Respondent's bankers and clients regarding any financial and experience issues.

5.3 Non-Conforming Expressions of Interest

Expressions of Interest which fail to conform to the format requirements set forth in Schedule 3 hereto or which fail to conform to any other requirement of these RFEOI Documents may be rejected by the City of Vancouver, in its discretion. Notwithstanding the foregoing or any other provision of these RFEOI Documents, the City may at its sole discretion elect to retain for consideration Expressions of Interest which deviate either materially or non-materially from the format requirements set out in Schedule 3 hereto or which otherwise fail to conform to any other requirement of these RFEOI Documents.

SECTION 6 NOTIFICATION AND RFP PROCESS

6.1 Notification of Prequalification

Following the Closing Time, the City of Vancouver will only notify those Respondents which are selected as Pre-Qualified Respondents (or with which the City proposes to proceed to negotiate an agreement). The City of Vancouver thanks all other Respondents for their interest.

6.2 Changes after Pre-Qualification

Any change in the structure or formation of a Pre-Qualified Respondent will be subject to prior written approval of the City prior to the deadline for submission of proposals or tenders. The City may deny that approval if the change in the structure or formation of the Pre-Qualified Respondent, from that presented in the Expression of Interest, would have affected whether or not the Respondent would have been short-listed in the first instance.

6.3 The City of Vancouver Rights

6.3.1 The City may, without liability to any Respondent or Pre-Qualified Respondent, may:

- (i) amend the scope and description of the goods and services to be procured under the RFEOI or any subsequent request for proposals process, varying them from those described herein, or amend the qualifications that may be required to meet those requirements;
- (ii) reject or accept any or all Expressions of Interest;

- (iii) cancel the RFEI process and reject all Expressions of Interest;
- (iv) cancel the RFEI process and commence a new process in respect of the same request for proposals with the same or an amended set of documents, information or requirements;
- (v) request that any Respondent provide additional information, clarifications or goods samples or demonstrations, without requesting the same from all Respondents; or
- (vi) terminate the RFEI process and enter into direct negotiations with any party whether or not a Respondent .

6.3.2 By submitting an Expression of Interest, a Respondent acknowledges and agrees that these RFEI Documents are, in no way whatsoever, an offer to enter into an agreement (except on the limited terms and conditions expressly stated in Schedule 2), and that submission of an Expression of Interest by a Respondent does not in any way whatsoever create any obligation on the part of the City to treat the Respondent's or any other Respondent's Expression of Interest in any particular manner or undertake the City's RFEI process in any particular manner (except as expressly stated in Schedule 2 with respect to confidentiality).

6.3.3 The form of letter set forth in Schedule 2 also contains a release of the City's liability and other important terms and conditions that should be reviewed carefully by each Respondent, and each Respondent should obtain the advice of independent legal counsel in connection therewith.

6.4 Information Disclaimer

6.4.1 The City makes no representation, warranty or undertaking with respect to these RFEI Documents and the City and its directors, officers, employees, agents, consultants and advisors will not be liable or responsible for the accuracy or completeness of the information in these RFEI Documents or for any other written or oral information made available to any interested person or its advisors, and any similar such liability however arising, is expressly disclaimed by the City.

6.4.2 Each Respondent should conduct its own independent investigations of all relevant matters and must not rely on the City in such regard. The information contained in the RFEI Documents is provisional and is expected to be superseded by information in a request for proposals and other documents.

SECTION 7 CONFLICTS/COLLUSION/LOBBYING

7.1 Conflicts of Interest Generally

Each Respondent must disclose whether any officer, director, shareholder, partner, employee or contractor of the Respondent or of any of its proposed subcontractors, or any other person related to the Respondent's or any proposed subcontractor's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest is:

- (i) an elected official or employee of the City; or
- (ii) related to or has any business or family relationship with an elected official or employee of the City,

in each case such that there could be any conflict of interest or an appearance of a conflict of interest in the evaluation or consideration of the Respondent's Expression of Interest by the City. The City will evaluate each matter disclosed to determine whether and to what extent the Respondent can be given consideration in the RFEOI in light of the particular matter.

7.2 Former City Employees

Each Respondent must disclose whether any person having an interest (as defined above) is a former official, former employee or former contractor of the City who has non-public information relevant to the RFEOI obtained during his or her employment or engagement by the City. The City will evaluate each matter disclosed to determine whether and to what extent the Respondent can be given consideration in the RFEOI in light of the particular matter.

7.3 Other Clients

Each Respondent must disclose whether the Respondent or any of its proposed subcontractors is currently engaged in supplying (or is proposing to supply) goods or services to a third party such that entering into an agreement with the City in relation to the subject matter of the RFEOI would create a conflict of interest or the appearance of a conflict of interest between the Respondent's duties to the City and the Respondent's or its subcontractors' duties to such third party. The City will evaluate each matter disclosed to determine whether and to what extent the Respondent can be given consideration in the RFEOI in light of the particular matter.

7.4 Collusion

Each Respondent is required to disclose whether the Respondent is competing for purposes of the RFEOI with any entity with which it is legally or financially associated or affiliated. Each Respondent must also disclose whether it is cooperating in any manner in relation to the RFEOI with any other Respondent responding to the RFEOI. The City will evaluate each matter disclosed to determine whether and to what extent the Respondent can be given consideration in the RFEOI in light of the particular matter.

7.5 Lobbying

Each Respondent is required to disclose whether it or any officer, director, shareholder, partner, employee or agent of the Respondent or any of its proposed subcontractors: (1) is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America; or (2) has engaged in any form of political or other lobbying whatsoever with respect to the RFEOI or sought, other than through the submission of its Expression of Interest, to influence the outcome of the RFEOI process. The City will evaluate each matter disclosed to determine whether and to what extent the Respondent can be given consideration in the RFEOI in light of the particular matter.

SCHEDULE 1 – DESCRIPTION OF REQUIREMENTS

RFEOI Section Reference	
1.1 - 1.5	<p>Description of Products and Services:</p> <p>The City seeks Expressions of Interest from Respondents who are non-profit organizations and have expertise in social service provision, including the following:</p> <ul style="list-style-type: none"> (a) Meeting the needs of Vancouver residents, through demonstrated commitments to equity, quality, affordability, and accessibility. These values are reflected in thoughtfully developed social space and programming, inclusive policies, and operating practices that meet diverse needs in the communities they currently serve. (b) A social service delivery model that thoughtfully supports their mission and vision, as well as the delivery of quality services. (c) Strong connections between the social service organization and the surrounding community to support collaborative service delivery to meet local needs. (d) Provides services aligned the Healthy City Strategy, Spaces to Thrive: Vancouver Social Infrastructure Strategy, City equity and Reconciliation priorities, and delivering services that would not be funded by other municipal social grant streams (eg. housing, arts, culture) or the responsibility of other levels of government (eg. health, education). (e) Demonstrated administrative and financial viability and stability; i.e., sustainable finances, sound planning and effective governance.
1.5	<p>Anticipated Period of Issuance of RFP:</p> <p>June 2022 - September 2022</p>
2.1 & 5.1	<p>Evaluation Criteria</p> <p>Qualifications and relevant experience and capability of the Respondent;</p> <ul style="list-style-type: none"> (a) Eligibility and financial capability (detailed submission requirements outlined in the ‘Schedule 3 - Format for Expressions of Interest’); <ul style="list-style-type: none"> • Be a registered non-profit society, community service co-op or social enterprise wholly owned by a non-profit and in good standing with the Registrar of Companies; OR, be a registered charity, in good standing with the Canadian Revenue Agency; OR, be a First Nations Band. Respondents must have an active governing body composed of volunteers. Please note that if you are not registered as one of the above you may partner with a fiscal sponsor that is a registered non-profit society or

RFEOI No. PS 21031652
QUALIFICATIONS FOR OPERATOR SELECTION FOR 1101 SEYMOUR STREET

	<p>registered charity in order to meet this requirement.</p> <ul style="list-style-type: none">• Respondents must also be registered and in good standing with WorkSafeBC.• Respondents must have policies and procedures in place to ensure sound governance, and must have ability and capacity to maintain proper financial records, and to purchase insurance addressing the insurance and liability requirements outlined in the Form of Agreement.• Society by-laws must include provisions that no board director can be remunerated for being a director, and that staff members cannot be voting members of the board or executive.• Organization must be in compliance with the Canadian Charter of Rights and Freedoms and the British Columbia Human Rights Code• Deliver programs in Vancouver to Vancouver residents or to Vancouver based non-profits• Ability to meet insurance and bonding requirements. <p>(b) Proven track record substantiated by background information related to organizational structure and current operations (Schedule 3 - Format for Expressions of Interest);</p> <p>(c) Evidence of administrative, financial and operational capacity (Schedule 3 - Format for Expressions of Interest);</p> <p>(d) Description of proposed programming and community partnerships (Schedule 3 - Format for Expressions of Interest);</p> <p>(e) Sustainability;</p> <p>(f) History of any litigation or claims made against the Respondent, or made by the Respondent against the City, during the three years previous to the Closing Time; and,</p> <p>Note: The above evaluation criteria may not necessarily be listed in order of importance.</p>
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SCHEDULE 2 – LETTER OF EXPRESSION OF INTEREST

[Letterhead paper of the Respondent or participant responsible for a joint venture, including full postal address, telephone and facsimile.]

Date: *[Insert]*

TO: THE CITY OF VANCOUVER (the “City”)

RE: EXPRESSION OF INTEREST -- REQUEST FOR EXPRESSIONS OF INTEREST NO. 21031652 (the “RFEOI”) IN RESPECT OF SOCIAL FACILITIES OPERATOR(S) FOR UPCOMING SOCIAL FACILITY SPACE LOCATED AT 1101 SEYMOUR STREET.

1. Being duly authorized to represent and act on behalf of *[Insert full corporate name and if a joint venture, then state “on behalf of...” and list the full corporate names of the companies forming the joint venture]*, the undersigned hereby submits the attached Statement of Qualifications and supporting materials on behalf thereof.
2. Herein, the term “Respondent” refers to *[insert full corporate name and if a joint venture, then state “...refers to each of” and list the full corporate names of the companies forming the joint venture]*.
3. The City and its representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this Expression of Interest, and to seek clarification from the Respondent’s bankers and clients regarding any financial and experience issues, and to do all other things stated in the RFEOI.
4. Capitalized terms used herein have the definitions ascribed thereto in the RFEOI.
5. The City’s representatives may contact the following persons for further information:

Name:
Title/Role:
Phone:
E-mail
Name:
Title/Role:
Phone:
E-mail:

RFEOI No. PS 21031652
QUALIFICATIONS FOR OPERATOR SELECTION FOR 1101 SEYMOUR STREET

6. This Expression of Interest is made with the full understanding and agreement that:
- (a) any information submitted during qualification may be subject to verification by the City of Vancouver, including during evaluation of any subsequent proposal or tender;
 - (b) the Respondent will (and does hereby undertake to) submit a bona fide proposal or tender in relation to the subject matter of the RFEOI (and consistent with this Expression of Interest) if the City invites the Respondent to participate in a request for proposals or invitation to tender;
 - (c) the City of Vancouver may:
 - (i) amend the scope and description of the goods and services to be procured under the RFEOI or any subsequent request for proposals process, varying them from those described in the RFEOI, or amend the qualifications that may be required to meet the City's requirements;
 - (ii) reject or accept any or all Expressions of Interest;
 - (iii) cancel the RFEOI process and reject all Expressions of Interest;
 - (iv) cancel the RFEOI process and commence a new process in respect of the same request for proposals with the same or an amended set of documents, information or requirements;
 - (v) request any respondent to provide additional information or clarification or goods samples or demonstrations without requesting such information from all respondents; or
 - (vi) terminate the RFEOI process and enter into direct negotiations with any party whether or not a respondent; and
 - (d) the City of Vancouver will not be liable in any way whatsoever for any actions described under 4(c) of this letter.
7. The Respondent acknowledges and agrees that the RFEOI Documents are, in no way whatsoever, an offer to enter into an agreement except on the limited terms and conditions expressly stated in this letter, and submission of this Expression of Interest by the Respondent does not in any way whatsoever create any obligation on the part of the City to treat the Respondent's or any other respondent's Expression of Interest in any particular manner or undertake the City's RFEOI process in any particular manner (except as expressly stated below in this letter with respect to confidentiality).
8. The Respondent acknowledges and agrees to the information disclaimers and other terms and conditions set forth in the RFEOI.
9. Except only and to the extent that the City is in breach of Section 10 of this letter, the Respondent now releases the City, its officials, its agents and its employees from all liability for any costs, damages or losses incurred in connection with the RFEOI, including any cost, damages or losses in connection with:
- (a) any alleged (or judicially determined) breach by the City or its officials, agents or employees any obligation or duty under the RFEOI;
 - (b) any unintentional tort of the City or its officials or employees occurring in the course of conducting the RFEOI; or

RFEOI No. PS 21031652
QUALIFICATIONS FOR OPERATOR SELECTION FOR 1101 SEYMOUR STREET

- (c) the manner in which the City: reviews, considers, evaluates or negotiates any Expression of Interest; addresses or fails to address any Expression of Interest; or resolves to enter into any contract or not enter into any contract.
10. Subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia) and the City's right to publicly disclose information about or from any Expression of Interest, including without limitation names and prices, in the course of publicly reporting to the Vancouver City Council about the RFEOI, the City will treat the Expression of Interest (and the City's evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information.
11. The Respondent acknowledges receipt of the following amendments and addenda (if applicable);
- Amendment/Addendum No. [Complete] Date: [Complete]**
- Amendment/Addendum No. [Complete] Date: [Complete]**
12. Any dispute relating to the RFEOI (except to the extent that the City breaches Section 10 above) will be resolved by arbitration in accordance with the *Commercial Arbitration Act* (British Columbia), amended as follows:
- (a) The arbitrator will be selected by the City's Director of Legal Services;
 - (b) Section 9 of this letter, and the other provisions hereof, will apply; and
 - (c) The Respondent will bear all costs of the arbitration.
13. The Respondent (a) has read, understands and agrees to the terms and conditions in this letter, (b) has had an opportunity to seek legal counsel and (c) affirms that the statements made in its Expression of Interest are true and correct in every detail.

Respondent Name(s): _____

Signature: _____ Date: _____

Name of Signatory: _____

Title of Signatory: _____

Mailing Address: _____

Telephone No.: _____ Fax No.: _____

Key Contact Person: _____ E-mail: _____

GST Registration No.: _____ Date and Jurisdiction of Incorporation: _____

City of Vancouver
Business License No.
(or, if available, Metro
West Inter-Municipal
Business License No.): _____ WorkSafeBC Registration No.: _____

SCHEDULE 3 – FORMAT FOR EXPRESSIONS OF INTEREST

Expressions of Interest submitted by Respondents should consist of:

- A. A completed and duly executed Letter of Expression of Interest (the foregoing Schedule 2);
- B. A completed and duly executed insurance certificate and a completed and duly executed declaration of Supplier Code of Conduct Compliance (the following schedules 4 and 5); and
- C. A Statement of Qualifications, consisting of and arranged as follows:
 - 1) Title Page (1 page)

The title page should identify the RFEOI number identified on the cover page of this RFEOI, and the Respondent's name, address, telephone number, e-mail, and contact person.
 - 2) Table of Contents / Index
 - 3) Background Information for evaluation: Respondents should provide the completed fillable evaluation questions included below as part of Schedule 3, and required or optional attachments should be submitted as separate PDF documents. A budget for the first year of operations at the new facility should be submitted using the spreadsheet template provided as Schedule 7.

Evaluation Criteria: Administrative, Financial, and Operational Viability

Successful social facility operators meet the needs of Vancouver residents through demonstrated commitments to reconciliation, anti-racism, equity, resilience, and accessibility. These values are reflected in thoughtfully developed social space and programming, inclusive policies, and operating practices that meet the diverse needs in the communities they serve. Key evaluation indicators:

- *A social service delivery model that thoughtfully supports their mission and vision, as well as the delivery of quality services;*
- *Strong connections between the social service organization and the surrounding community to support collaborative service delivery to meet local needs;*
- *Provides services aligned with: Spaces to Thrive: Vancouver's Social Infrastructure Strategy, Healthy City Strategy, and City equity and reconciliation priorities; and delivering services that would not be funded by other municipal social grant streams (eg. Housing, Arts, Culture, Childcare) or the responsibility of other levels of government (eg. Health, Education);*
- *Demonstrated administrative and financial viability and stability; i.e., sustainable finances, sound planning and effective governance;*
- *Optimization of on-site infrastructure.*

RFEOI No. PS 21031652
QUALIFICATIONS FOR OPERATOR SELECTION FOR 1101 SEYMOUR STREET

While brevity is appreciated, Respondents should include all information that the City should consider in evaluating the Expression of Interest. Review panel members may not be familiar with the work of the Respondent organization.

Please complete and submit the following for evaluation:

a) Briefly describe organizational mission, vision and mandate and the organization's vision and strategic plan for social programming. Explain how your organization's policies and practices foster Reconciliation, anti-racism, diversity, equity and inclusion.

b) What are the key needs of the community you serve? How are these needs identified, and how does the organization address these needs? Include examples of how the organization has met the needs of the communities it currently serves and how these would be met in the new space.

c) To the best of your ability, please describe the groups your programs and services serve from an intersectionality perspective. For example, seniors, youth, families, people who identify as Indigenous, people who identify as Black, people who are gender diverse, whose first language is not English etc. Please provide as much information as needed in order to show how the population(s) your organization will serve are positioned based on their intersecting identities of race, gender, income and other factors.

d) Summarize key organizational history and milestones, including information specific to social services programming, or otherwise related to programming proposed for this facility that fosters equity, anti-racism, reconciliation and inclusion. Highlight any major shifts in organizational focus, philosophy, HR practices, social programs, space and/or staffing needs etc.

e) If applicable, what staffing and/or resource changes will be required to administer and manage operations of the additional facility?

f) Describe the organization's experience as a tenant in British Columbia (including number and length of tenancies) and/or as a responsible facility owner?

g) Describe the Respondent's organizational and reporting structure, including the board, and where operations currently fit, or are proposed to fit, within that structure. If social services operations are connected to other centres through a hub*, outline the hub's role.

RFEOI No. PS 21031652
QUALIFICATIONS FOR OPERATOR SELECTION FOR 1101 SEYMOUR STREET

h) How does your governance structure and policies help the organization to make sound decisions?

i) Briefly describe a key strength of your current board, and a key challenge they are currently addressing. How does the Board reflect the diversity of the program participants/clients?

j) Complete the following table listing current board members.

	Last Name	First Name	Board Position	Experience/Skills/ Occupation if relevant	Current Term (m/y - m/y)	Date First Joined Board (m/yr)
1						
2						
3						
4						
5						
6						
7						

RFEOI No. PS 21031652
QUALIFICATIONS FOR OPERATOR SELECTION FOR 1101 SEYMOUR STREET

8						
9						
10						
11						
12						
13						
14						
15						

k) With reference to the minutes for AGMs and board meetings provided below as part of your submission requirements, would any background information or explanation be helpful to inform evaluation of the organization's administrative capacity? If so, provide it here. (Optional)

Financial Viability

Note: Recent financial history will supplement City evaluation of financial statements to assess current financial viability and capacity.

l) If current year financial statements show a deficit, explain the circumstances.

m) If financial statements for social service programs show deficits, describe how they are financed from year to year. (e.g. one program may subsidize another)

n) Has the organization applied for any significant grants for the delivery of social programs over the last three years, and were the applications successful?

o) Do you anticipate any changes to the organization's funding model, fundraising capacity, or financial priorities over the next 5 years? If so, what are the anticipated changes?

p) Please describe the organization's facility needs and how is the space at 1101 Seymour Street a good match?

Proposed Programming and Partnerships

While the programming offered at City-owned social services facilities varies depending on the operator and communities served, basic requirements apply to all programs. The premises of a City-owned facility must be used for the delivery of social services programs on a full-time basis.

RFEOI No. PS 21031652
QUALIFICATIONS FOR OPERATOR SELECTION FOR 1101 SEYMOUR STREET

- q) A broad programming proposal overview designed to meet the needs of the community through the services of the social facility centre. The proposal should include:
- Program description including cost;
 - Preferred space (i.e. amount floor area, which level);
 - Hours of operation for social programs, and daily schedule if applicable; and,
 - Potential partnerships and connections within the building and local community.

r) **Current Community Connections and Collaboration**

This section seeks to capture highlights of partnerships and connections within the local community to support programming proposed for a social services facility.

Comprehensive details are not required.

List programs currently or recently offered by the applicant in the neighbourhood (as defined by the applicant). Program Name	Program Location (Address)	Brief Description, population served (Max: 500 characters)
		•
		•
		•
		•
		•

Submission Requirements: Organization Structure and Status

RFEOI No. PS 21031652
QUALIFICATIONS FOR OPERATOR SELECTION FOR 1101 SEYMOUR STREET

- 1. A current corporate registry search
- 2. A copy of organization bylaws
- 3. A copy of society constitution
- 4. A clearance letter from WorkSafeBC confirming that the Respondent society is registered and in good standing.

Submission Requirements: Administrative Capacity and Governance

Submit the following required documents:

- Minutes from the society's previous 3 AGMs (or since incorporation if the society is less than 3 years old, and minutes from the past year's board meetings.

Relevant policy documents, including those addressing the following, if applicable

- 1. Human resources policies (recruitment, employee relations and protocols)
- 2. Board conflict of interest guidelines
- 3. Board recruitment policies (e.g. length of board term, phasing of renewal if applicable, dedicated positions to particular groups such as Indigenous, Newcomers, or elders)
- 4. Board job descriptions

Submission Requirements: Financial Capacity

Submission requirements vary depending on the experience of the Respondent organization, as follows.

If available, please submit audited statements to meet requirements below. If audited statements are not available, submit financial statements endorsed by two signing officers of the Board of Directors.

Social service organizations currently operating at a single site (e.g. a stand-alone social services society) should submit the following:

- Financial statements for the organization from the previous 3 years.

Organizations currently operating one or more programs (e.g. a neighbourhood house whose current operations include programming at different facilities) should submit the following:

- 1. Financial statements for the parent organization for the previous 3 years.
- 2. Financial statements for ONE comparable social service development facility or program run by the Respondent, for the previous 3 years.
- 3. A budget for the first year of operations at the new facility, using the City of Vancouver Social Facility Budget Template spreadsheet provided as Schedule 7 and including:
 - I. estimated revenues
 - II. estimated expenditures (including foreseen startup costs)

RFEOI No. PS 21031652
QUALIFICATIONS FOR OPERATOR SELECTION FOR 1101 SEYMOUR STREET

- III. contribution to a contingency fund/maintenance reserve, etc.
- IV. proposed fee schedule, by program

*Note: Lease rates vary and will be consistent with the existing terms currently applied to tenants at 1101 Seymour.

Submission Requirements: Insurability

Submission requirements vary depending on the service delivery experience of the Respondent organization, as follows.

Social service organizations currently operating a single site (e.g. a stand- alone social services society) should submit the following:

- 1. An insurance undertaking letter prepared by a licensed insurer to address insurance and liability insurance requirements outlined in the Form of Agreement in Schedule 4.
- 2. A certificate of existing insurance for the programs and services currently in operation

Organizations currently operating at one or more program sites (e.g. a neighbourhood house whose current operations include programming at different facilities) should submit the following:

- 1. An insurance undertaking letter prepared by a licensed insurer to address insurance and liability insurance requirements outlined in the Form of Agreement in Schedule 4.
- 2. A certificate of existing insurance for ONE comparable social service development program run by the Respondent in British Columbia.

Optional: Supporting Documents for Administrative, Financial and Operational Viability

Submit the following optional materials to support evaluation, if available and applicable (may not apply to all Respondents):

- 1. A strategic plan for the organization
- 2. A letter of reference from a current or previous landlord
- 3. Recent reports on building condition and/or facility management (e.g. maintenance plans, capital plans, and annual inspections) for facilities currently operated by the Respondent.
- 4. Evidence of neighbourhood partnerships (e.g. flyers, reports, newsletters)
- 5. Any additional documents available to support evaluation of the organization's current programming and service delivery (e.g. community feedback, letters of support)
- 6. Alignment with City's environmental and sustainability goals
- 7. Any information pertaining to conflicts/collusion/lobbying as indicated in Section 7.0 of the RFEOI

SCHEDULE 4 - CERTIFICATE OF EXISTING INSURANCE

[Attach]

**SCHEDULE 5 - DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE
 DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE**

Purpose: All proposed suppliers are to complete and submit this form to certify compliance with the supplier performance standards set out in the Supplier Code of Conduct.

The City of Vancouver expects each supplier of goods and services to the City to comply with the supplier performance standards set out in the City’s Supplier Code of Conduct (SCC) <<https://policy.vancouver.ca/AF01401P1.pdf>>. The SCC defines minimum labour and environmental standards for City suppliers and their subcontractors.

Suppliers are expected to comply with the aforementioned standards upon submitting a tender, proposal, application, expression of interest or quotation to the City, or have a plan in place to comply within a specific period of time. The City reserves the right to determine an appropriate timeframe in which suppliers must come into compliance with these standards. To give effect to these requirements, an authorized signatory of each proposed vendor must complete the following declaration and include this declaration with its submission:

As an authorized signatory of _____(*vendor name*), I declare that I have reviewed the SCC and to the best of my knowledge, _____(*vendor name*) and its proposed subcontractors have not been and are not currently in violation of the SCC or convicted of an offence under national and other applicable laws referred to in the SCC, other than as noted in the table below (*include all violations/convictions that have occurred in the past three years as well as plans for corrective action*).

Section of SCC / title of law	Date of violation /conviction	Description of violation / conviction	Regulatory / adjudication body and document file number	Corrective action plan

I understand that a false declaration and/or lack of a corrective action plan may result in no further consideration being given to the submission of _____(*vendor name*).

Signature: _____

Name and Title: _____

SCHEDULE 6 - PRECEDENT LEASE FOR NON-PROFIT ENTITIES (CULTURAL/SOCIAL); SERVICE LEVEL AGREEMENT AND PUBLIC SERVICE REQUIREMENTS

NON-PROFIT LEASE¹

NAME OF FACILITY
ADDRESS OF FACILITY

THIS AGREEMENT is made as of the ____ day of _____, 20____,

BETWEEN:

CITY OF VANCOUVER, a municipal corporation with offices at 453 West 12th Avenue, Vancouver, BC V5Y 1V4

(the “Landlord”)

AND:

<🏠 **INSERT FULL LEGAL NAME IN CAPS** > (Society No. <🏠 >), a society formed under the laws of the Province of British Columbia, with offices at <🏠 address >, Vancouver, BC, <🏠 postal code >

(the “Tenant”)

PREMISES:

Name of Facility: _____

Civic Address: _____, Vancouver, BC

Legal Description: _____

TERM: _____ years, commencing on _____, 20_____

POSSESSION: _____, 20_____.

RENT: TEN DOLLARS (\$10.00) for the Term, payable in advance

OPTION(S) TO RENEW: _____ (_____) renewal terms for _____ (_____) years each

EARLY TERMINATION: See Sections 2.02 and 2.03

¹ If it is a Sublease or a Sub-sublease, use the appropriate term instead of ‘Lease’ throughout the document

TABLE OF CONTENTS

	Page
Article 1 DEFINITIONS & INTERPRETATION.....	37
Section 1.01 Definitions.....	37
Section 1.02 Interpretation.....	41
Article 2 DEMISE, TERM AND EARLY TERMINATION ...	42
Section 2.01 Demise and Term.....	42
Section 2.02 Early Termination by Landlord.....	42
Section 2.03 Early Termination by Tenant.....	43
Article 3 RENT AND TAXES	43
Section 3.01 Rent	43
Section 3.02 Net Lease.....	43
Section 3.03 Payments Generally	43
Section 3.04 Interest on Arrears.....	44
Section 3.05 User and Consumption Taxes.....	44
Section 3.06 Property Taxes	44
Article 4 PREMISES	44
Section 4.01 Suitability of the Premises.....	44
Section 4.02 Tenant's Inspection of the Premises.....	45
Section 4.03 Use of Premises.....	45
Article 5 SERVICE LEVEL AGREEMENT	45
Section 5.01 Service Level Agreement	45
Article 6 UTILITIES, SERVICES AND OPERATING COSTS	46
Section 6.01 Utilities and Services	46
Section 6.02 Operating Costs.....	46
Section 6.03 Common Area Costs.....	46
Article 7 MAINTENANCE, REPAIRS AND ALTERATIONS	47
Section 7.01 Janitorial, Maintenance and Repairs.....	47
Section 7.02 No Damage	47
Section 7.03 Access for Inspection	47
Section 7.04 Snow off Sidewalks.....	47
Section 7.05 Alterations	48
Section 7.06 Liens and Encumbrances	48
Article 8 LICENCE TO USE ASP FACILITIES.....	49
Section 8.01 Licence to use ASP Facilities	49
Section 8.02 Provisions Applicable to Exercise of Licences	49
Article 9 LIABILITY, RELEASE AND INDEMNITY	50
Section 9.01 Limitation of Liability	50
Section 9.02 Exclusion of Liability	50
Section 9.03 Indemnification.....	51
Section 9.04 Notice of Liability Concerns	51
Article 10 ENVIRONMENTAL MATTERS	52
Section 10.01 Suitability of the Premises	52
Section 10.02 Tenant's Inspection of the Premises	52
Section 10.03 Release and Indemnification.....	52

TABLE OF CONTENTSPRECEDENT LEASE FOR NON-PROFIT ENTITIES (Cultural/Social)

Section 10.04 Removal of Hazardous Substances 53
Section 10.05 Breach of Laws Relating to Hazardous Substances 53
Section 10.06 Remediation 54
Section 10.07 Enquiries Pertaining to Hazardous Substances 54
Section 10.08 Landlord's Inspection of Goods 54
Section 10.09 Ownership Remains with Tenant 54
Section 10.10 Environmental Covenants Survive Termination 55

Article 11 INSURANCE 55
Section 11.01 Landlord's Insurance 55
Section 11.02 Tenant's Insurance 55
Section 11.03 General Requirements of Insurance 57
Section 11.04 Evidence of Insurance 58

Article 12 DAMAGE AND DESTRUCTION 58
Section 12.01 Termination on Damage or Destruction 58
Section 12.02 Repair of Damage or Destruction 58
Section 12.03 Abatement of Rent 59

Article 13 ASSIGNMENT AND SUBLETTING 59
Section 13.01 Assignment 59
Section 13.02 Excess Rent 59
Section 13.03 Subleasing 59
Section 13.04 Assignment of Sublease Rent 60
Section 13.05 Mortgage of Lease 60
Section 13.06 Management Agreement 60
Section 13.07 Naming Rights 61

Article 14 BANKRUPTCY 61
Section 14.01 Bankruptcy 61

Article 15 COMPLIANCE WITH LAWS 61
Section 15.01 Statutes and By-laws 61
Section 15.02 WorkSafeBC Coverage 62

Article 16 DEFAULT AND REMEDIES 63
Section 16.01 Breach of Covenants 63
Section 16.02 Distraint 64
Section 16.03 Right to Re-let 64
Section 16.04 Forfeiture 64
Section 16.05 Remedies Generally 64
Section 16.06 Expenses 65
Section 16.07 Landlord May Remedy Tenant's Default 66

Article 17 END OF LEASE 67
Section 17.01 Vacant Possession 67
Section 17.02 Trade Fixtures and Ownership 67
Section 17.03 Overholding 68

Article 18 ACCESS TO PREMISES 68
Section 18.01 Landlord's Access to Premises For Showings/Inspection 68
Section 18.02 Landlord's Access to Records 68
Section 18.03 "For Lease/Sale" Signs 68
Section 18.04 Emergency Access 69

Article 19 OPTIONS TO RENEW 69

TABLE OF CONTENTSPRECEDENT LEASE FOR NON-PROFIT ENTITIES (Cultural/Social)

Section 19.01 First Option to Renew..... 69
Section 19.02 Second Option to Renew 70

Article 20 TRANSFER OF LANDLORD’S INTEREST 71
Section 20.01 Landlord Released 71
Section 20.02 Tenant’s Covenant 71
Section 20.03 Status Statement 71

Article 21 TENANT’S COVENANTS..... 72
Section 21.01 Performance of Obligations 72
Section 21.02 No Registration of Lease 72
Section 21.03 Compliance with Head Lease 72

Article 22 GENERAL PROVISIONS 72
Section 22.01 Delivery of Notices 72
Section 22.02 Administration of Agreement 73
Section 22.03 Covenants Survive Termination 73
Section 22.04 Quiet Enjoyment..... 73
Section 22.05 Time is of the Essence 74
Section 22.06 Joint and Several 74
Section 22.07 Waiver 74
Section 22.08 Entire Agreement 74
Section 22.09 Severability 74
Section 22.10 Relationship between Landlord and Tenant..... 74
Section 22.11 Force Majeure 75

SCHEDULE A PLAN OF PREMISES 77

SCHEDULE B PLAN OF ASP FACILITIES..... 78

SCHEDULE C PRIOR ENCUMBRANCES 79

SCHEDULE D SERVICE LEVEL AGREEMENT 80

SCHEDULE E PUBLIC SERVICE REQUIREMENTS 81

SCHEDULE F OCCASIONAL THIRD PARTY USE POLICY 82

**SCHEDULE G TENANT IMPROVEMENT CHECKLIST, NOTICE TO TENANTS OF CITY OWNED BUILDINGS,
BUILDING BY-LAW “LESSEE’S UNDERTAKING FOR TENANT IMPROVEMENTS” 83**

WITNESSES THAT WHEREAS:

- A. The Landlord is the owner of all and singular those lands and premises situate in the City of Vancouver, in the Province of British Columbia, having a civic address of _____, Vancouver, and legally described as:

Parcel Identifier Number: _____

which lands and premises are hereinafter called the “Premises”, as depicted on the plan attached hereto as Schedule “A”;

[NTD: Add a brief description of the project/development if the Premises are an ASP or a portion of a larger development]

- B. The Tenant has requested that the Landlord lease the Premises to the Tenant for use as a facility to [_____], and the Landlord has agreed to lease the Premises to the Tenant for such purposes;
- C. The Premises are subject to the liens, charges and encumbrances registered at the Land Title Office as shown on the title search attached hereto as Schedule “C”, all of which are collectively referred to as the “Prior Encumbrances”;
- D. The Vancouver City Council, by resolution made at its meeting the ____ day of _____, 20____, resolved to lease the Premises to the Tenant upon the terms and conditions hereinafter set out.

NOW THEREFORE in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Tenant to be paid, observed and performed, the Landlord by these presents does demise and lease the Premises unto the Tenant and the Tenant does hereby take and rent the Premises upon and subject to the conditions set out hereunder.

Article 1
DEFINITIONS & INTERPRETATION

Section 1.01 Definitions

In this Agreement the following terms have the definitions now given:

- (a) **“Agreement” means this lease and all schedules forming part of this lease;**

- (b) ***“Alterations” means any additions, renovations, modifications, fixturing, improvements, upgrades and/or alterations to the Premises or redecoration of the Premises or erections on the Premises;***
- (c) ***“ASP Agreement” means the legal agreement registered in the Land Title Office under numbers CA _____ to CA _____;***
- (d) ***“ASP Facilities” means those facilities (which may include, but are not limited to, emergency pedestrian exit routes, pedestrian access routes, vehicular access routes, service rooms (including, without limitation, gas meter room), loading and unloading areas and landscape areas) located within portions of the Common Property, over which the Landlord, as owner of the Air Space Parcel, has easements pursuant to the ASP Agreement, as depicted on the plan(s) attached hereto as Schedule “B”;***
- (e) ***“Builders Lien Act” means the Builders Lien Act, S.B.C. 1997, c. 45;***
- (f) ***“Canadian Environmental Protection Act” means the Canadian Environmental Protection Act, S.C. 1999, c. 33;***
- (g) ***“Canadian Human Rights Act” means the Canadian Human Rights Act, R.S.C., 1985, c. H-6;***
- (h) ***“Commencement Date” means the _____ day of _____, 20__;***
- (i) ***“Common Area Costs” means the costs for the Premises and the Development otherwise attributable to the Landlord and defined as [“Shared Costs”] and costs for [“Shared Use Areas and Systems”] in the ASP Agreement;***
- (j) ***“Common Property” means the common property of the Strata Plan, as defined in the Strata Property Act;***
- (k) ***“Development” means [insert description of the larger development within which the Premises are situate];***
- (l) ***“Environment” has the meaning given to it in the Canadian Environmental Protection Act;***
- (m) ***“Environmental Management Act” means the Environmental Management Act, S.B.C. 2003, c. 53;***

- (n) ***“First Renewal Term” has the meaning ascribed to such term in Section 19.01;***
- (o) ***“Hazardous Substances” means any Substance capable of creating harm to people, property and/or the Environment including, without limitation, any flammable liquids, flammable or reactive solids, oxidizers, poisons, gases (compressed, liquefied or dissolved), explosives, radioactive materials, urea formaldehyde, asbestos-containing materials, above or underground storage tanks, compounds known as chlorobiphenyls, polychlorinated biphenyls (“PCBs”), PCB-containing equipment or materials, Pollutants, contaminants, hazardous, corrosive or toxic Substances, or Waste of any kind, including, without limitation, any Substance the storage, manufacture, disposal, treatment, generation, use, transport, remediation or Release into the Environment of which is prohibited, controlled, regulated or licensed by any federal, provincial or municipal authority;***
- (p) ***“Human Rights Code” means the Human Rights Code, R.S.B.C. 1996, c. 210;***
- (q) ***“Landlord’s Personnel” means all of the Landlord’s officials, officers, employees, agents, contractors, subcontractors, licensees and permittees;***
- (r) ***“Land Title Office” means the Land Title Office for the jurisdiction in which the Premises are situate;***
- (s) ***“Medium” means any land, water or air and includes the Premises;***
- (t) ***“MOE” means the British Columbia Ministry of Environment;***
- (u) ***“Occasional Third Party Use Policy” means the Landlord’s policy for third party uses of non-profit rental space in the form attached hereto as Schedule “F”, as may be amended from time to time;***
- (v) ***“Permitted Use” means use as a facility to provide [_____] and other ancillary support uses in order to advance the Landlord’s priorities, in accordance with the Public Service Requirements, the Occasional Third Party Use Policy and the applicable zoning for the Premises;***
- (w) ***“Pollute” is a verb which means to Release into or onto any Medium any Substance that:***
 - (i) ***alters the physical, biological or chemical nature of that Medium;***

- (ii) ***alters the capacity of the Medium to support any living thing, whether animal or plant life;***
- (iii) ***injures or is capable of injuring the health or safety of a person in, on or near the Medium;***
- (iv) ***injures or is capable of injuring property or any life form in, on or near the Medium;***
- (v) ***interferes with or is capable of interfering with visibility or the dispersion of light or any photochemical activity within the Medium;***
- (vi) ***interferes with or is capable of interfering with the normal conduct of business in, on, near or from the Medium;***
- (vii) ***causes or is capable of causing physical discomfort to a person in, on or near the Medium;***
- (viii) ***damages or is capable of damaging the Environment; or***
- (ix) ***is Waste,***

and “Polluted” is an adjective, and “Pollution” and “Pollutant” are nouns, which have meanings that correspond to the meaning contained in this paragraph;

- (x) ***“Possession Date” means the _____ day of _____, 20____;***
- (y) ***“prime rate” means the floating annual percentage rate of interest established from time to time by the Bank of Montreal, 595 Burrard Street, Vancouver, British Columbia as the base rate that will be used to determine rates of interest charged by it for Canadian dollar loans to customers in Canada and designated by the Bank of Montreal as its prime rate; provided that if a court declares or holds the prime rate to be void or unenforceable for any reason including uncertainty, then the rate of interest payable on amounts in arrears hereunder shall be fourteen percent (14%) per annum calculated monthly not in advance from the date due until paid;***
- (z) ***“Prior Encumbrances” has the meaning given in Recital C;***
- (aa) ***“Public Service Requirements” means the Landlord’s requirements for the public service to be provided by the Tenant in the Premises, in the form attached hereto as Schedule “E”, as may be amended from time to time;***

- (bb) ***“Release” includes release, spill, leak, pump, pour, dump, abandon, emit, empty, discharge, spray, inoculate, deposit, seep, throw, place, exhaust, inject, escape, leach, dispose, infuse or introduce;***
- (cc) ***“Remainder Parcel” means _____;***
- (dd) ***“Rent” and “rent” have the meanings given in Section 3.01;***
- (ee) ***“Second Renewal Term” has the meaning ascribed to such term in Section 19.02;***
- (ff) ***“Service Level Agreement” means the service level agreement attached hereto as Schedule “D”, as the same may be amended from time to time;***
- (gg) ***“Strata Corporation” means the strata corporation established upon the filing of the Strata Plan at the Land Title Office, which effected the strata subdivision of the Remainder Parcel;***
- (hh) ***“Strata Plan” means Strata Plan _____;***
- (ii) ***“Strata Property Act” means the Strata Property Act, R.S.B.C. 1998, c. 43;***
- (jj) ***“Substance” has the meaning given to it in the Canadian Environmental Protection Act;***
- (kk) ***“Tenant’s Personnel” means all the Tenant’s officers, employees, agents, contractors, subcontractors, licensees, permittees or their respective invitees;***
- (ll) ***“Term” means the term of _____ (____) years commencing on the Commencement Date and ending at 11:59 p.m. on the _____ day of _____, 20__;***
- (mm) ***“Vancouver Charter” means the Vancouver Charter, S.B.C. 1953, c.55; and***
- (nn) ***“Waste” has the meaning given to it in the Environmental Management Act but if the Environmental Management Act is repealed, “Waste” has the meaning given to it on the day immediately preceding the repeal of that Act or if that Act is amended so that the term “Waste” is no longer used in it, then “Waste” has the same meaning as the term which replaces it in that Act.***

Section 1.02 Interpretation

- (a) ***The words "include" and "including" are to be construed as meaning "including, without limitation".***
- (b) ***The division of this Agreement into Articles and Sections, and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Article or other portion hereof and include any agreement or instrument supplemental or ancillary hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles are to Articles of this Agreement.***
- (c) ***Words importing the singular number only shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neuter genders and vice versa and words incorporating persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and vice versa.***
- (d) ***This Agreement shall be governed by and in accordance with the laws of the Province of British Columbia.***
- (e) ***Any reference to a statute is to the British Columbia statute and its regulations (unless specified to be a federal statute) in force on the date this Agreement is fully executed, and to subsequent amendments to or replacements of the statute or regulations.***

Article 2

DEMISE, TERM AND EARLY TERMINATION

Section 2.01 Demise and Term

Subject to the Prior Encumbrances and in consideration of the rents, covenants and conditions herein on the part of the Tenant to be performed and observed, the Landlord hereby leases the Premises to the Tenant to have and to hold the same for and during the Term. PROVIDED that the Tenant will have possession of the Premises as and from the Possession Date and will observe and abide by all terms, covenants and conditions of this Agreement as and from the Possession Date (including the insurance requirements set out in Article 11) EXCEPT that the obligation to pay Rent as well as the rent referred to in Section 6.02 and Section 6.03 will not arise until the Commencement Date.

Section 2.02 Early Termination by Landlord

Not so as to limit the Landlord's abilities as specified elsewhere in this Agreement, the Landlord may terminate this Agreement at any time with the Tenant's consent, and the Landlord shall not pay to the Tenant any compensation due to such termination.

Section 2.03 Early Termination by Tenant

The Tenant may terminate this Agreement if the Tenant intends to or has ceased to use the Premises for the Permitted Use upon giving the Landlord three (3) months' prior written notice of such termination. The Tenant shall not pay to the Landlord any compensation due to such termination.

Article 3 RENT AND TAXES

Section 3.01 Rent

Yielding and paying therefor in advance Ten Dollars (\$10.00) plus GST (the "Rent") payable on the first day of the Term. The Rent together with any additional rent payable by the Tenant is referred to as "rent" in this Agreement.

Section 3.02 Net Lease

This Agreement shall be completely net to the Landlord in respect of the Premises, save and except for those certain capital and other costs which are the responsibility of the Landlord as provided in the Service Level Agreement.

Section 3.03 Payments Generally

All payments by the Tenant to the Landlord of whatsoever nature required or contemplated by this Agreement shall be:

- (a) ***paid to the Landlord by the Tenant in lawful currency of Canada;***
- (b) ***made when due hereunder, without prior demand therefor and without any setoff, compensation or deduction whatsoever at the office of the Landlord's Director of Real Estate Services specified in Section 22.01(b) or such other place as the Landlord may designate from time to time in writing to the Tenant;***
- (c) ***applied towards amounts then outstanding hereunder, in such manner as the Landlord may see fit; and***
- (d) ***deemed to be rent, in partial consideration for which this Agreement has been entered into, and shall be payable and recoverable as rent, such that the Landlord shall have all rights and remedies against the Tenant for***

default in making any such payment which may not be expressly designated as rent as the Landlord has for default in payment of rent.

Section 3.04 Interest on Arrears

Whenever and so long as the rent or any other amounts payable hereunder by the Tenant to the Landlord shall be in arrears, such amounts shall bear interest at the rate of three percent (3%) per annum above the prime rate, per annum calculated monthly not in advance, from the date due until paid irrespective of whether or not the Landlord has demanded payment. The Landlord shall have all the remedies for the collection of such interest as in the case of rent in arrears, but this provision for interest shall not prejudice or affect any other remedy of the Landlord under this Agreement. The Tenant shall also pay the Landlord's standard charge levied on N.S.F. cheques.

Section 3.05 User and Consumption Taxes

The Tenant shall pay when due all goods and services taxes, value-added taxes, sales taxes and consumption based taxes, rates, levies and assessments which are from time to time payable by the Tenant or the Landlord as a result of or that would not be payable but for the rights and obligations contained in this Agreement, including but without derogating from the generality of the foregoing, such taxes, rates, levies and assessments payable as a result of any payment obligations herein of the Tenant to the Landlord. Any loss, costs, charges and expenses which relate to such taxes, rates, levies and assessments suffered by the Landlord may be collected by the Landlord as additional rent with all rights of distress and otherwise as reserved to the Landlord in respect of rent in arrears.

Section 3.06 Property Taxes

Should the Premises or any portion thereof or any trade fixtures or chattels therein or any activities of the Tenant for any reason be or become subject to any property, school, local improvement or other charges or taxes, or any charges or taxes levied under or by virtue of the *Hospital District Finance Act*, R.S.B.C. 1996, c. 203, the *Municipal Finance Authority Act*, R.S.B.C., 1996, c. 325, or any and all other statutes, laws, enactments, regulations and ordinances of the federal or provincial governments or other competent authority which are in the ordinary course lawfully imposed against the Premises or any portion thereof or any trade fixtures or chattels therein or any activities of the Tenant, then the Tenant shall pay all such charges and taxes promptly when due and provide proof of such payment to the Landlord upon request.

Article 4 PREMISES

Section 4.01 Suitability of the Premises

The Tenant acknowledges and agrees that the Landlord, either itself or through its officers, employees or agents, has not made and the Tenant has not relied upon any representations or warranties from the Landlord or its officers, employees or agents as to:

- (a) ***the state of repair of the Premises;***

- (b) ***the suitability of the Premises for any business, activity or purpose whatever; or***
- (c) ***the suitability of the Premises for use by the Tenant.***

Section 4.02 Tenant's Inspection of the Premises

The Tenant acknowledges and agrees that it has been afforded all reasonable opportunity to inspect the Premises and all relevant documentation in respect thereof and to carry out such walk-throughs, investigations, tests and surveys as it considers reasonably necessary to ascertain:

- (a) ***the state of repair of the Premises; and***
- (b) ***the suitability of the Premises for use by the Tenant;***

and the Tenant has independently made all such inspections, audits, investigations, tests and surveys as it regards as being necessary for the above purposes. It is understood and agreed that the Premises are being leased to the Tenant on an “as is” basis.

Section 4.03 Use of Premises

The Tenant shall not use or occupy, nor suffer or permit the use of the Premises or any part thereof for any purpose other than the Permitted Use.

Without limiting the generality of the foregoing, the Tenant shall not at any time suffer, permit or allow any person to occupy the Premises for residential purposes.

The Tenant shall not use, or suffer or permit the use of, any part of the Premises in such a manner as to cause, suffer or permit any annoying noises or offensive odours to emanate from any part of the Premises.

The Tenant shall obtain, at its sole expense, any and all permits, approvals, authorizations and licences from any governmental authority, including the City of Vancouver, which may be required for the Tenant to occupy the Premises and use the Premises for the Permitted Use.

By leasing the Premises to the Tenant for the Permitted Use, the Landlord is agreeing as the owner of the Premises only and is not in any way (either in its capacity as landlord or as a regulatory public body) stating, warranting or representing that the Permitted Use is a permitted use under the City of Vancouver Zoning and Development By-law No. 3575 or any other applicable by-laws. Nothing in Section 4.03 affects the Tenant’s obligations to comply at its sole expense with all such by-laws pursuant to Section 15.01 of this Agreement.

Article 5

SERVICE LEVEL AGREEMENT

Section 5.01 Service Level Agreement

The Landlord and the Tenant acknowledge their respective obligations for performance of and payment of costs associated with the matters set out in the Service Level Agreement and hereby agree to perform their respective obligations and to pay their respective costs as set out therein.

Article 6
UTILITIES, SERVICES AND OPERATING COSTS

Section 6.01 Utilities and Services

As of the Possession Date [or, if no Possession Date, then as of the Commencement Date], the Tenant shall pay, immediately when due, all charges, rates, fees and levies on account of utilities and other services provided to the Premises, including, without limitation, any neighbourhood energy utility, heat, hydro, sewer, communications (including internet, cable and telephone), electricity, gas, water, garbage, recycling and all costs associated with monitoring/servicing security and all other expenses and outgoings relating to utilities and services provided to the Premises. The Tenant shall provide the Landlord with receipts evidencing such payments upon request.

The City of Vancouver collects some utility charges, rates, fees and levies by inserting them in the real property tax roll, such charges, rates, fees and levies include those for water supply, water meter rental, water meter shutoff, air conditioning, fire line, fire line shutoff, sewer, recycling pickup and dumping, recycling cart rental, recycling cart carryout, recycling cart storage, yard waste pickup, yard waste cart rental, garbage pickup and dumping, garbage cart rental and stopping garbage pickup. Notwithstanding that the Premises are currently exempt from taxation, if such charges, rates and levies are inserted in the tax roll for the Premises, the Tenant shall pay 100% of same upon receiving the Landlord's invoice therefor as if the Premises were not exempt from taxation.

Section 6.02 Operating Costs

Notwithstanding any other provision of this Agreement, the Tenant shall be responsible for payment of all operating costs for the Premises allocated to the Tenant under the terms of the Service Level Agreement.

The Landlord, acting reasonably, may, at its option, estimate a portion of the operating costs that may be billed directly to the Landlord for each calendar year of the Term and the Tenant shall pay to the Landlord monthly in advance on the first day of each calendar month an amount equal to one-twelfth (1/12th) of that estimate. Within ninety (90) days of the end of each such year, the Landlord will deliver to the Tenant a statement of the actual amount of the operating costs, and any excess amount due to the Tenant shall be reimbursed by the Landlord and any shortfall due to the Landlord shall promptly be paid to the Landlord by the Tenant.

Section 6.03 Common Area Costs

[NTD: Only include this section if the Premises are within a larger development (eg. an ASP) and will be required to pay a portion of the common operating costs for the development]

The Tenant shall be responsible to pay its proportionate share of Common Area Costs as set out in the Service Level Agreement.

The Landlord, acting reasonably, may estimate the Tenant's proportionate share of Common Area Costs for each calendar year of the Term and the Tenant shall pay to the Landlord monthly in advance on the first day of each calendar month an amount equal to one-twelfth (1/12th) of that estimate. Within a reasonable time after determining the actual Common Area Costs, the Landlord will deliver to the Tenant a statement setting out the Common Area Costs and the Tenant's proportionate share thereof, and any excess amount due to the Tenant shall be reimbursed by the Landlord and any shortfall due to the Landlord shall be paid within 30 days to the Landlord by the Tenant.

Article 7

MAINTENANCE, REPAIRS AND ALTERATIONS

Section 7.01 Janitorial, Maintenance and Repairs

The arrangements concerning the janitorial, maintenance and repairs for the Premises as of the date of this Agreement are contained in the Service Level Agreement.

Notwithstanding any other provision in this Agreement, but subject to the Service Level Agreement, the Tenant shall keep and maintain the Premises in good repair as would a reasonable and prudent owner of similar premises, reasonable wear and tear and structural elements or defects excepted and in a sanitary, neat, tidy and safe condition and free from nuisance at all times.

Section 7.02 No Damage

The Tenant shall not suffer, cause nor permit any damage or injury to the Premises other than reasonable wear and tear.

Section 7.03 Access for Inspection

The Landlord shall have access to the Premises upon not less than 24 hours advance notice in order to inspect them during normal business hours (except in the case of an emergency, in which case, no advance notice shall be required and inspection may be carried out at any time). The Landlord shall provide the Tenant with written notice of any repairs which, in accordance with the Service Level Agreement, the Landlord requires the Tenant to make to the Premises. The Tenant shall make such repairs in accordance with such notice. If the Tenant fails, in the opinion of the Landlord, to commence repairs within a reasonable period of time and diligently prosecute same to completion after receipt of notice from the Landlord requiring repairs, then the Landlord may carry out or cause to be carried out such repairs on the provision of reasonable notice to the Tenant in a manner so as to cause the least reasonably possible disruption to the Tenant, the costs of which shall be payable by the Tenant, and the Landlord and the Landlord's Personnel shall not be liable to the Tenant for any inconvenience, annoyance, disruption, loss of income or liability suffered or incurred by the Tenant by reason of the Landlord effecting such repairs unless caused by the gross negligence or wrongful intentional acts of the Landlord or those for whom the Landlord is responsible in law.

Section 7.04 Snow off Sidewalks

The Tenant is responsible for such snow and ice removal as stated in the Service Level Agreement and on sidewalks fronting the Premises if required by any City of Vancouver Bylaws.

Section 7.05 Alterations

The Tenant shall not carry out or cause to be carried out any Alterations without the Landlord's prior written consent and in the giving of such consent the Landlord may attach whatever conditions, directions, stipulations, prohibitions or deadlines as it deems appropriate and the same shall be conditions of this Agreement. All such works shall be wholly at the Tenant's expense but shall be the Landlord's absolute property except to the extent that the same may be reasonably categorized as trade fixtures.

The Tenant will obtain, at its sole expense, any and all permits, approvals and authorizations from any governmental authority having jurisdiction, including the City of Vancouver, and abide by all requirements established by such authority, which may be required to undertake the Alterations. As part of the foregoing, the Tenant will be required to abide by and comply with the Tenant Improvement Checklist, the Notice to Tenants of City Owned Buildings and the Building By-law "Lessee's Undertaking for Tenant Improvements" attached hereto as Schedule "G".

For any Alterations, the Tenant will ensure that the "prime contractor" responsibility per the WorksSafe BC Occupational Health and Safety (OHS) Regulation as adopted under the *Workers Compensation Act*, and more specifically as defined under section 118 of Part 3 of the *Workers Compensation Act*, is duly assigned to a singular contractor, failing which the Tenant will be the "prime contractor".

The Tenant shall be solely responsible for all claims and/or liabilities arising from or relating to any bodily injury or death, property damage or other loss or damage arising from the Alterations.

By consenting to any Alterations, the Landlord is not in any way (either in its capacity as landlord or as a regulatory public body) stating, warranting or representing that the Alterations are permitted under the City of Vancouver Zoning and Development By-law No. 3575, the City of Vancouver Building By-law No. 6134 or any other applicable by-laws. No consent given by the Landlord (and no failure to enforce this section of this Agreement) will affect the Tenant's obligations to comply at its sole expense with all such by-laws.

Section 7.06 Liens and Encumbrances

In connection with all labour performed in, or materials supplied for, the making, erection, installation or alteration of any work or installations made by or for the Tenant in the Premises, the Tenant will comply with all the provisions of the *Builders Lien Act* and other statutes from time to time applicable thereto, including any provision requiring or enabling the retention of any sum as a holdback.

The Tenant will not create any mortgage, security agreement or other encumbrance in respect of any of its leasehold improvements or trade fixtures or permit any such mortgage, security agreement or other encumbrance to attach to the Premises.

If and whenever any builders lien or other lien for work, labour, services or materials supplied to or for the Tenant or for the cost of which the Tenant may be in any way liable, or claims therefor arise or are

filed or any such mortgage, security agreement or other encumbrance attaches to the title to the Premises, the Tenant will, within fifteen (15) days after receipt of notice thereof, procure the discharge thereof, including any certificate of pending litigation or other notation or charge registered in respect of any lien, by payment or giving security or in such other manner as may be required or permitted by law. Provided however, that in the event of a bona fide dispute by the Tenant of the validity or correctness of any claim for any such lien, the Tenant will not be bound by the foregoing, but will be entitled to defend against the same in any proceedings brought in respect thereof after first paying into a court of competent jurisdiction the amount claimed or sufficient security therefor, and such costs as the court may direct. This section shall not prevent the Tenant mortgaging or encumbering its chattels, inventory, trade fixtures or equipment which are not fixtures.

Pursuant to Section 3(2) of the *Builders Lien Act*, the Landlord may file in the Land Title Office notice of its fee simple interest in the Premises, as is permitted by law to ensure that the Landlord's title does not become charged with liens related to this Agreement.

Article 8 LICENCE TO USE ASP FACILITIES

[NTD: If the Premises are not an ASP, but are still part of a larger development, this Article may be modified to reflect any necessary licenses for the Premises to operate.]

Section 8.01 Licence to use ASP Facilities

Subject always to the limitations set out in the ASP Agreement, the Landlord hereby grants to the Tenant and the Tenant's Personnel, the right and licence to exercise its rights under the ASP Agreement to access and use, throughout the Term and any renewals or extensions thereof, the ASP Facilities.

Section 8.02 Provisions Applicable to Exercise of Licences

The Tenant's rights and obligations in respect of the licence contained in Section 8.01 are subject to, and conditional upon, compliance with the following terms and conditions:

- (a) ***the Tenant shall, in its use of the ASP Facilities, conduct itself in a reasonable manner and not treat such facilities in a manner that would leave them in an unclean, untidy or unsanitary condition;***
- (b) ***the Tenant shall:***
- (c) ***if so reasonably requested by the Landlord, abide by and comply with the Landlord's obligations (as the owner of the Air Space Parcel under the ASP Agreement) with respect to the use of the ASP Facilities; and***
- (d) ***be limited in the exercise of rights under this Agreement to the rights of the Landlord under the ASP Agreement and, if applicable, its obligations and***

rights in respect of any reasonable rules and regulations promulgated under any parking management agreement that may be entered into with respect to the parkade; and

- (e) *the Tenant shall cause the Tenant's Personnel to observe and abide by the Tenant's usage restrictions and rights set forth above in this Section 8.02.*

Article 9

LIABILITY, RELEASE AND INDEMNITY

Section 9.01 Limitation of Liability

The Landlord and the Landlord's Personnel shall not, under any circumstances, be liable or responsible in any way for:

- (a) *any personal injury, bodily injury, death or consequential damage of any nature whatsoever, however caused, that may be suffered or sustained by the Tenant or the Tenant's Personnel or by any other person who may be in or about the Premises; or*
- (b) *any loss or damage of any nature whatsoever, however caused, to the Premises, any property belonging to the Tenant, the Tenant's Personnel, or to any other person while such property is in or about the Premises,*

whether in the course of the performance of the Landlord's obligations under this Agreement or otherwise, unless resulting from the gross negligence or wilful misconduct of the Landlord or the Landlord's Personnel.

Section 9.02 Exclusion of Liability

The Landlord and the Landlord's Personnel shall not under any circumstances be liable or responsible in any way for:

- (a) *any personal injury, bodily injury, death or consequential damage of any nature whatsoever, that may be suffered or sustained by the Tenant or the Tenant's Personnel or any other person who may be in or about the Premises, or any loss or damage of any nature whatsoever to the Premises or to any property belonging to the Tenant, the Tenant's Personnel or to any other person while such property is in or about the Premises:*
 - (i) *caused by failure, by reason of breakdown or other cause, to supply adequate drainage, or by interruptions of any utility or other*

services, or by steam, water, rain, snow, or other substances leaking, entering, issuing or flowing onto or into any part of the Premises; or

- (ii) ***however caused, if the Landlord or Landlord's Personnel enter upon the Premises in the case of an emergency;***
- (b) ***any loss or damage of any nature whatsoever, however caused, to books, records, files, money, securities, negotiable instruments, papers or other valuables of the Tenant or its officers, employees or agents;***
- (c) ***any business, economic or indirect loss or damage suffered or sustained by the Tenant or the Tenant's Personnel of any nature whatsoever, however caused; or***
- (d) ***any loss which the Tenant is obligated to insure against hereunder or has insured against.***

Section 9.03 Indemnification

The Tenant shall indemnify and save harmless the Landlord and the Landlord's Personnel in respect of all claims for bodily injury or death, property damage or other loss or damage arising from the conduct of any work by, or any act or omission of, or relating to or arising from the occupation, use and/or possession of the Premises and/or other Landlord property by the Tenant and/or the Tenant's Personnel and/or from any Alterations, and in respect of all costs, expenses and liabilities incurred by the Landlord and the Landlord's Personnel in connection with or arising out of all such claims, including the expenses of any action or legal proceeding pertaining thereto and the liabilities or obligations incurred or sustained by or imposed upon the Landlord and the Landlord's Personnel in respect of any loss, cost, expense or damage suffered or incurred by the Landlord and the Landlord's Personnel arising from any breach by the Tenant of any of its covenants and obligations under this Agreement.

Without limiting anything else contained in this Agreement, the Tenant shall at all times be liable to the Landlord for the actions of any third party that the Tenant permits to use the Premises. If those actions result in any damage or loss to the Premises or if the Landlord and/or the Landlord's Personnel sustain any loss of any kind due in whole or in part to such actions, the Tenant shall repair the damage or loss to the Landlord's satisfaction and shall indemnify the Landlord and the Landlord's Personnel for any loss they might sustain due in whole or part to such actions, except where such damage or loss was caused by or contributed to by the gross negligence or wilful misconduct of the Landlord or the Landlord's Personnel.

Section 9.04 Notice of Liability Concerns

Forthwith after becoming aware of significant liability concerns regarding the operation of the Premises or any matter relating to the Premises or the use of the Premises, the Tenant shall notify the Landlord in accordance with Section 22.01(b) of this Agreement.

Article 10
ENVIRONMENTAL MATTERS

Section 10.01 Suitability of the Premises

The Tenant acknowledges and agrees that the Landlord, either itself or through its officers, employees or agents, has not made and the Tenant has not relied upon any representations or warranties from the Landlord or its officers, employees or agents as to:

- (a) ***the existence, nature or extent of any Pollution on or off the Premises; or***
- (b) ***the need to take any remedial action in relation to any Pollution on or off the Premises.***

Section 10.02 Tenant's Inspection of the Premises

The Tenant acknowledges and agrees that it has been afforded all reasonable opportunity to inspect the Premises and all relevant documentation in respect thereof and to carry out such audits, investigations, tests and surveys as it considers reasonably necessary to ascertain:

- (a) ***the existence, nature or extent of any Pollution on the Premises; and***
- (b) ***the need to take any remedial action in relation to any Pollution on or off the Premises;***

and the Tenant has independently made all such inspections, audits, investigations, tests and surveys as it regards as being necessary for the above purposes. It is understood and agreed that the Premises are being leased to the Tenant on an "as is" basis.

The Tenant hereby assumes any and all duties, obligations or liabilities under any law applicable to the Premises, the Tenant and the operations carried out at the Premises by the Tenant, the Tenant's Personnel, anyone for whom the Tenant is responsible at law or any subtenant of the Tenant, including but not limited to, any costs, expenses or liabilities for any remedial action or other liabilities arising in respect of any Pollution of the Premises caused by or at the request of the Tenant, the Tenant's Personnel, anyone for whom the Tenant is responsible at law or any subtenant of the Tenant during the Term, including migration thereof and all liabilities and obligations resulting from the remediation process.

Section 10.03 Release and Indemnification

The Tenant hereby releases the Landlord and the Landlord's Personnel from any and all costs, expenses, damages, losses or liabilities that may be incurred or suffered by the Tenant by reason of or resulting from or in connection with or arising in any manner whatsoever out of:

- (a) ***the Premises not being suitable for use by the Tenant;***

- (b) ***the Premises being, or being found to be at any time, Polluted; or***
- (c) ***the need to take any remedial action and the taking of such action as a result of such Pollution on or off the Premises.***

The Tenant shall indemnify, defend and save harmless the Landlord in respect of all claims for bodily injury (including death), property damage or other loss or damage, including damage to property outside the Premises, arising out of or in any way connected with the manufacture, storage, transportation, handling and discharge of Hazardous Substances on or from the Premises by the Tenant or any one for whom the Tenant is responsible in law.

Section 10.04 Removal of Hazardous Substances

The Tenant shall not bring upon the Premises or any part thereof, or cause or suffer the bringing upon the Premises or any part thereof, any Hazardous Substances and if at any time there shall be any Hazardous Substances upon the Premises or a part thereof as a result of the breach of this covenant, the Tenant shall, at its own expense:

- (a) ***immediately give the Landlord notice to that effect and thereafter give the Landlord from time to time written notice of the extent and nature of the Tenant's compliance with the following provisions of this Article;***
- (b) ***promptly remove the Hazardous Substances from the Premises in a manner which conforms with all laws and regulations governing the movement of the same; and***
- (c) ***if requested by the Landlord, obtain at the Tenant's cost and expense from an independent consultant designated or approved by the Landlord verification of the complete and proper removal of the Hazardous Substances from the Premises or, if such is not the case, reporting as to the extent and nature of any failure to comply with the foregoing provisions of this Section 10.04; and***
- (d) ***if requested by the Landlord, obtain at the Tenant's cost and expense a Certificate of Compliance for the Premises from the MOE in respect of the removal of the Hazardous Substances. Such Certificate of Compliance shall be to a standard acceptable to the Landlord, acting reasonably.***

Section 10.05 Breach of Laws Relating to Hazardous Substances

Without limiting the generality of Section 10.04, the Tenant shall immediately give written notice to the Landlord of the occurrence of any event on the Premises constituting an offence under or a breach of any statutes, by-laws, regulations or orders from time to time enforced relating to Hazardous Substances, and at its own cost and expense, comply with all laws, bylaws, environmental guidelines

and regulations in effect from time to time relating to the Tenant, the activities carried out on the Premises relating to Hazardous Substances and the protection of the Environment. If the Tenant, the Tenant's Personnel, those for whom the Tenant is at law responsible or any subtenant of the Tenant causes or suffers the happening of such an event, the Tenant shall, at its own expense, comply with the terms of Section 10.04.

The Tenant shall, at its own expense, remedy any damage to the Premises caused by such event within the Premises or by the performance of the Tenant's obligations under this Section 10.05 as a result of such occurrence.

Section 10.06 Remediation

If the Landlord or any governmental authority having jurisdiction shall require the cleanup of any Hazardous Substances held, Released, spilled, abandoned or placed upon the Premises or Released into the Environment from the Premises during the Term, then the Tenant shall, at its own expense, prepare all necessary studies, plans and proposals and submit the same for approval, provide all bonds and other security required by governmental authorities having jurisdiction and carry out the work to remediate the Premises and complete the proper removal of the Hazardous Substances from the Premises and, if required by the Landlord, obtain a Certificate of Compliance from the MOE evidencing the remediation of the Premises to a standard acceptable to the Landlord, acting reasonably. The Tenant shall keep the Landlord fully informed and provide to the Landlord full information with respect to proposed plans and comply with the Landlord's requirements with respect to such plans and the remediation of the Premises. The Tenant agrees that if the Landlord determines, in its sole discretion, that the Landlord, its property or its reputation is placed in any jeopardy by the requirement for any such work, the Landlord may itself undertake such work or any part thereof at the cost and expense of the Tenant.

Section 10.07 Enquiries Pertaining to Hazardous Substances

The Tenant hereby authorizes the Landlord to make enquiries from time to time of any government or governmental agency with respect to the Tenant's compliance with any and all laws and regulations pertaining to the Tenant, the Tenant's activities on the Premises and the Premises including without limitation laws and regulations pertaining to Hazardous Substances and the protection of the Environment; and the Tenant covenants and agrees that the Tenant will from time to time provide to the Landlord such written authorization as the Landlord may require in order to facilitate the obtaining of such information.

Section 10.08 Landlord's Inspection of Goods

The Landlord may at any time and from time to time inspect the Tenant's goods upon the Premises and the Tenant's records relating thereto for the purpose of identifying the nature of the goods and the existence or absence of any Hazardous Substances and the Tenant shall assist the Landlord in so doing.

Section 10.09 Ownership Remains with Tenant

If the Tenant shall bring or create upon the Premises any Hazardous Substances or suffer the bringing or creation upon the Premises of any Hazardous Substances or if the conduct of the Tenant's business

shall cause there to be any Hazardous Substance upon the Premises then, notwithstanding any rule of law or equity to the contrary, such Hazardous Substance shall be and remain the sole and exclusive property of the Tenant and shall not become the property of the Landlord and notwithstanding the degree of affixation of the Hazardous Substance or the goods containing the Hazardous Substance to the Premises and notwithstanding the expiry or earlier termination of this Agreement.

Section 10.10 Environmental Covenants Survive Termination

The obligations of the Tenant in this Article 10 shall survive the expiry or earlier termination of this Agreement save only that, to the extent that the performance of those obligations requires access to or entry upon the Premises or any part thereof the Tenant shall have such entry and access only at such times and upon such terms and conditions as the Landlord may from time to time specify; and the Landlord may, at the Tenant's cost and expense, undertake the performance of any necessary work in order to complete such obligations of the Tenant; but having commenced such work, the Landlord shall have no obligation to the Tenant to complete such work.

Article 11 INSURANCE

Section 11.01 Landlord's Insurance

The Landlord shall insure the Premises, including, without limitation, the fixtures other than trade fixtures, against fire, vandalism and such other perils as the Landlord decides, from time to time. In its sole discretion, the Landlord may elect to self-insure for all or any of the perils referred to in this Section 11.01.

[NTD: Or, if the Premises are part of a larger Development, include:

Subject to the responsibilities of the [Remainder Owner] pursuant to the ASP Agreement with respect to building shell insurance, the Landlord shall obtain insurance as required by the ASP Agreement in a manner determined from time to time by the Landlord's Chief Risk Officer in his or her sole discretion. The Tenant shall be responsible to pay, as part of the Common Area Costs, its proportionate share of the cost of this insurance.]

Section 11.02 Tenant's Insurance

The Tenant shall, without limiting any of its obligations or liabilities under this Agreement, purchase and maintain from the Possession Date until the expiry or earlier termination of this Agreement, at its own expense and cost, insurance coverage as follows:

- (a) **Commercial General Liability insurance with limits of five Million Dollars (\$5,000,000) per occurrence or such higher limit of coverage as the Landlord may require from time to time and the policy shall:**
 - (i) **indemnify and protect the Tenant and the Tenant's Personnel against all claims for loss, damage, injury or death to any person or persons**

and for loss of or damage to the Premises or to any public or private property occurring within or about the Premises or arising by virtue of the Tenant's occupation or possession of the Premises, including that caused by any third party permitted to use the Premises;

- (ii) **name the Landlord, its officials, officers, employees and agents [and the Strata Corporation] as additional insureds;**
 - (iii) **include a cross-liability or severability of interest clause insuring the Tenant, the Landlord, the Landlord's Personnel and the Tenant's Personnel in the same manner and to the same extent as if separate policies had been issued to each and apply with respect to any action brought against one party by the other or by any officer, employee or agent of one party and any breach of a condition of the policy by any party or by any officer, employee or agent of one party shall not affect the protection given by the policy to any other party or to any officer, employee or agent of any party;**
 - (iv) **include tenant's legal liability coverage for an amount equal to the actual cash value of the Premises, such coverage to include the activities and operations conducted by the Tenant and third parties in the Premises;**
 - (v) **include blanket contractual liability covering liability arising directly or indirectly out of the performance of this Agreement;**
 - (vi) **include non-owned auto liability coverage;**
 - (vii) **include personal injury and advertising liability coverage;**
 - (viii) **include products and completed operations coverage;**
 - (ix) **provide for a limit of deductibility not greater than Five Thousand Dollars (\$5,000) or other such amount as the Landlord may approve from time to time; and**
 - (x) **without limiting anything else contained in this Agreement, adequately protect the Tenant from the actions of the third parties that the Tenant permits to occupy all or a portion of the Premises.**
- (b) **All Risk (Broad Form) insurance on property of every description and kind owned by the Tenant or for which the Tenant is legally liable or provided by**

or on behalf of the Tenant (and which is located in the Premises), including, without limitation, furniture, computers, equipment, toys, supplies, appliances, trade fixtures and any display model, project, prototype, tool, instrument and/or device within the Premises in an amount not less than ninety percent (90%) of the full replacement cost thereof. This policy shall include a waiver of subrogation clause in favour of the Landlord. The Landlord shall be added as additional insured and loss payee with respect to its insurable interest, if any.

- (c) ***Automobile Liability insurance on all licensed vehicles owned or leased to the Tenant with a limit of not less than Five Million (\$5,000,000) per occurrence or other such amount as the Landlord may approve from time to time protecting against damages arising from bodily injury, death and from claims for property damage arising from the operations of the Tenant or the Tenant's Personnel.***
- (d) ***Directors and Officers liability insurance providing ONE MILLION DOLLARS (\$1,000,000) coverage per claim and TWO MILLION DOLLARS (\$2,000,000) coverage in the aggregate.***

Section 11.03 General Requirements of Insurance

The following shall apply to all insurance policies:

- (a) ***the policies shall be with insurers authorized to carry on business in the Province of British Columbia, on terms satisfactory to the Landlord, acting reasonably;***
- (b) ***the policies shall be primary insurance with respect to all claims arising out of the Tenant, and any insurance or self-insurance maintained by or on behalf of the Landlord or the Landlord's Personnel will be in excess of this insurance and will not contribute to such policies;***
- (c) ***the policies shall not be cancelled or endorsed to reduce the limits of liability without the insurer or its authorized representative giving the Landlord at least thirty (30) days' written notice. Should the policy be endorsed to restrict coverage midterm, written notice of such restriction will be sent to the Landlord no later than the effective date change; the exception is cancellation for non-payment of premium in which case the applicable statutory conditions will apply. Notice to the Landlord must identify the name of the Tenant as set out in this Agreement and the location or address of the Premises;***

- (d) ***neither the providing of insurance by the Tenant in accordance with the requirements hereof, nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim accruing shall be held to relieve the Tenant from any other provisions of this Agreement with respect to liability of the Tenant or otherwise; and***
- (e) ***subject to the provisions of this Article 11, the Tenant shall purchase and maintain at its own cost any additional insurance which the Tenant is required by law to obtain, or other lines of insurance coverages, endorsements or increased limits of insurance as deemed necessary by the Landlord and as a reasonable and prudent tenant would require to protect its occupation or possession of the Premises.***

Section 11.04 Evidence of Insurance

Prior to the commencement of the Term, and upon the annual renewal of the Tenant's insurance policies required under this Agreement, the Tenant will provide the Landlord's Director of Real Estate Services with evidence of all required insurance to be taken out in the form of one or more certificate(s) of insurance, satisfactory to the Landlord. Upon request of the Landlord, the Tenant shall deliver to the Landlord a certified copy of the policy(ies) of insurance required under this Agreement. If the Tenant fails to deliver to the Landlord any such certificate or policy of insurance within the stipulated time, the Landlord may obtain such insurance, and the Tenant will pay to the Landlord the cost of the premiums on demand by the Landlord from time to time.

Article 12

DAMAGE AND DESTRUCTION

Section 12.01 Termination on Damage or Destruction

If the Premises are substantially damaged or destroyed to the extent that the Premises or a substantial area of the Premises are rendered unusable by the Tenant or convenient access to the Premises cannot be had, all as determined by the Landlord in its sole discretion, the Landlord may, at its option, elect to not rebuild or repair the Premises and may terminate this Agreement and the Tenant's liability for rent will end as of the date of such damage or destruction but such termination will not operate so as to relieve the Tenant of any liability arising from such damage or destruction. There will be no compensation to the Tenant on account of such termination.

Section 12.02 Repair of Damage or Destruction

If the Landlord elects to rebuild or repair the Premises, the Landlord will commence rebuilding or repairing within 120 calendar days of the occurrence of the damage or destruction. If the Landlord does not initiate the rebuilding or repairing within such time period or, having commenced rebuilding or repairing, does not prosecute same to completion with reasonable dispatch, then the Tenant may give the Landlord fourteen (14) calendar days' notice of the termination of this Agreement but such

termination will not operate so as to relieve the Tenant of any liability arising from such damage or destruction. There will be no compensation to the Tenant on account of such termination.

Section 12.03 Abatement of Rent

In the event of damage or destruction to the Premises to the extent that the Premises or part of the Premises are rendered unusable or convenient access to the Premises cannot be had, which in either case is not caused by the default or negligence of the Tenant or those for whom it is responsible in law, the rent will abate in the same proportion that the area of which the Tenant is deprived bears to the total area as determined in the opinion of the Landlord and such abatement will continue only so long as the Landlord determines its continuance to be reasonable.

Article 13 ASSIGNMENT AND SUBLETTING

Section 13.01 Assignment

The Tenant shall not assign its interest in the Premises or any portion thereof save and except with the prior written consent of the Landlord, such consent not to be unreasonably withheld. If there are personal covenants herein on the part of the Tenant which, in the opinion of the Landlord's solicitors will not run with this Agreement, then the Landlord may withhold its consent to assignment unless the prospective assignee covenants with the Landlord to be bound by such personal covenants as if such covenants had been made between the Landlord and the prospective assignee. In no way will such consent release the Tenant of its personal covenants under this Agreement.

Any amalgamation of the Tenant with any other party, and any change of effective control of the Tenant, will constitute an assignment of the Tenant's interest under this Agreement and will be subject to all of the provisions of this Section 13.01. Change of effective control of the Tenant includes any transfer, voluntary or involuntary, direct or indirect, which results in a change in the person or persons exercising or who might exercise effective control of the Tenant or the business required to be carried on in the Premises.

Section 13.02 Excess Rent

Subject to the Occasional Third Party Use Policy, but notwithstanding any other provision in this Agreement, and at the Landlord's option, if as a result of any assignment, sublease, setting over or otherwise parting with possession of the Premises or letting any third party into possession of the Premises, the Tenant directly or indirectly receives from the assignee, subtenant or occupant (collectively referred to herein as the "Transferee") any payment, fee or any other consideration, whether in the form of cash, negotiable instrument, goods, services or in any other form whatsoever (the "Consideration") which is in excess of the Rent or any other amount payable by the Tenant to the Landlord under this Agreement, then such Consideration will be deemed to be and will be rent payable to the Landlord under this Agreement, payable at the same time as such Consideration is payable by the Transferee to the Tenant.

Section 13.03 Subleasing

Other than as permitted by the Occasional Third Party Use Policy, the Tenant shall not sublease, licence, set over or otherwise part with possession of the Premises or any portion thereof or let any third party into possession of the Premises or any portion thereof save and except with the prior written consent of the Landlord, which consent the Landlord may unreasonably withhold. For greater certainty, the Tenant will be permitted to licence space within the Premises to third parties for less than 60 days without the prior consent of the Landlord; however, licences for more than 60 days will require the Landlord's prior written consent. The Landlord confirms that the Occasional Third Party Use Policy applies regardless of whether the Tenant charges a licence fee and whether or not the licensee is a community group, non-profit or other entity. The Rental Agreement contemplated by the Occasional Third Party Use Policy may be in a very brief one-page form provided that it includes all of the elements required by the Occasional Third Party Use Policy to be included.

Section 13.04 Assignment of Sublease Rent

Notwithstanding Section 13.03 hereof, the Tenant hereby assigns to the Landlord all rents and fees payable to the Tenant under any sublease, licence or occupation agreement with any third party, which assignment shall supersede any provisions regarding the Tenant in bankruptcy and any claims of the creditors of the Tenant whether by execution, attachment, garnishing order or otherwise PROVIDED HOWEVER the Landlord agrees to refrain from enforcing the said assignment so long as the Tenant shall not be in default in the payment of rent or the performance or observance of its covenants hereunder. Upon the Tenant falling into default in the payment of its rent or the performance or observance of its other covenants hereunder, the Landlord may forthwith direct the sublessee, licensee or such other third party to pay to the Landlord the sublease rent, licence fees or other monies as would otherwise be owing to the Tenant from time to time and the payment of such monies to the Landlord shall pro tanto discharge the sublessee's, licensee's or other third party's obligations to the Tenant and the Landlord shall apply such monies to the rent and the performance and observance of the Tenant's covenants hereunder notwithstanding any claims on the part of the Tenant's trustee in bankruptcy or the Tenant's creditors, whether by execution, attachment, garnishing order or otherwise. If the sublessee, licensee or other third party fails to abide by the Landlord's directions in this behalf then, at the Landlord's election, the sublease, licence or other third party agreement shall cease and determine and the Landlord may forthwith re-enter the subleased, licensed or occupied portion of the Premises and arrange for new occupants thereof whose occupation shall be subject to the provisions of this paragraph.

Section 13.05 Mortgage of Lease

Except as otherwise set out in this Agreement, under no circumstances whatsoever may this Agreement or the Tenant's interest in the Premises be mortgaged or otherwise encumbered by way of sublease, assignment or otherwise.

Section 13.06 Management Agreement

Subject to Section 13.01, under no circumstances whatsoever may the Tenant enter into any management agreement or other agreement with another party which licenses, transfers or assigns, temporarily or otherwise, the Tenant's rights and obligations in this Agreement without the Landlord's prior written consent.

Section 13.07 Naming Rights

The Tenant shall, effective from the date hereof:

- (a) ***not sell, transfer, assign or otherwise permit the naming of the Premises or any portion thereof without the Landlord's prior written approval, which approval may be arbitrarily withheld;***
- (b) ***if the Landlord permits the naming of the Premises or any portion thereof, the Tenant shall comply with any policy adopted by the Vancouver City Council relating to the naming of and signage for (including flags and banners) all or any portions of the Premises in force at the time of the proposed naming.***

Article 14 BANKRUPTCY

Section 14.01 Bankruptcy

If the Term or any of the goods or chattels of the Tenant are at any time seized or taken in execution by any creditor of the Tenant, or if the Tenant makes a general assignment for the benefit of creditors, or if the Tenant institutes proceedings to have the Tenant adjudicated as bankrupt or insolvent, or if the Tenant becomes the subject of bankruptcy or insolvency proceedings, or if a judgment, decree or order be entered by a court of competent jurisdiction adjudging the Tenant bankrupt or insolvent, or if the Tenant is unable to meet all debts as they fall due for a period of not less than three (3) months, or if the Tenant or its directors shall pass any resolution authorizing the dissolution or winding-up of the Tenant, or if a receiver, interim receiver, manager, receiver-manager, trustee or liquidator of all or any part of the Tenant's property shall be appointed or applied for by the Tenant or by one or more of the Tenant's creditors, then the Landlord shall be so notified and the then current rent plus an additional three (3) months' current rent shall immediately become due and be paid and the Landlord may immediately claim the same together with any arrears of rent and, at the option of the Landlord, the Term is subject to termination forthwith. If the Tenant becomes defunct or amalgamates with any other body without obtaining the prior written consent of the Landlord then at the option of the Landlord the Term shall forthwith terminate. If the Tenant surrenders up its certificate of incorporation or otherwise ceases to exist the Term terminates as of such surrender or dissolution.

Article 15 COMPLIANCE WITH LAWS

Section 15.01 Statutes and By-laws

The Tenant covenants to promptly and faithfully observe and comply with:

- (a) ***all federal, provincial or civic statutes, by-laws, regulations and orders now or hereafter which are in force and in effect which touch and concern the Premises or the Tenant's activities within the Premises, including, without limitation, any applicable environmental guidelines which deal with environmental protection and safety and/or Hazardous Substances. If any such statutes, by-laws, regulations, orders or guidelines are directed at owners, the Tenant shall perform and observe same at its own expense in the place and stead of the Landlord; and***
- (b) ***without limiting the generality of the foregoing, the Human Rights Code, which prohibits discrimination in many areas including in publications which are likely to expose a person or a group or class of persons to hatred or contempt because of the race, colour, ancestry, place of origin, religion, marital status, family status, physical or mental disability, sex, sexual orientation or age of that person or that group or class of persons.***

The Tenant shall, on request by the Landlord, promptly provide the Landlord with evidence of compliance with this Section 15.01.

Section 15.02 WorkSafeBC Coverage

Not so as to restrict the generality of Section 15.01 of this Agreement, the Tenant shall comply with all applicable requirements of WorkSafeBC (“WCB”) including, without limitation, any requirement to procure and carry or cause to be procured and carried and paid for, at its own expense, full WCB coverage for itself and for all workers, employees, contractors, subcontractors, agents, licensees, permittees, and all others engaged on the Tenant’s behalf in connection with any work done or service performed on, in or around the Premises. The Landlord shall have the unfettered right to set off the amounts of the unpaid premiums and assessments for such WCB coverage against any monies owing by the Landlord to the Tenant pursuant to any grant application or otherwise. The Landlord shall have the right to withhold payment of any such monies until the WCB premiums, assessments and/or penalties in respect of the work done and/or services performed have been paid in full.

The Tenant confirms that it is registered and in good standing with the WCB and all assessments have been paid in full as of the date of this Agreement and that it shall throughout the Term continue to be registered and in good standing with the WCB and pay all assessments in full. If requested by the Landlord, the Tenant shall provide the Landlord with the Tenant’s WCB registration number and a letter from the WCB confirming that the Tenant is registered in good standing with the WCB and that all assessments have been paid to the date thereof. The Tenant shall indemnify the Landlord and hold harmless the Landlord from all manner of claims, demands, costs, losses, sanctions and penalties and proceedings arising out of or in any way related to unpaid WCB assessments owing from any person or corporation engaged on the Tenant’s behalf in connection with any work done or service performed on, in or around the Premises or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the WCB, including penalties levied by the WCB.

The Tenant shall, on request by the Landlord, promptly provide the Landlord with evidence of compliance with this Section 15.02.

Article 16
DEFAULT AND REMEDIES

Section 16.01 Breach of Covenants

If and whenever:

- (a) ***any Rent payment or any part thereof is not made by the Tenant on the day appointed for payment thereof; or***
- (b) ***the Tenant is in default in the payment of any money, other than Rent, required to be paid by the Tenant under the terms of this Agreement and such default continues for ten (10) days following any specific due date on which the Tenant is to make such payment or, in the absence of such specific due date, for ten (10) days following notice requiring the Tenant to pay the same; or***
- (c) ***the Tenant defaults in performing or observing any of the provisions of this Agreement other than those requiring payment of money to the Landlord including, without limiting the generality of the foregoing, failure by the Tenant to comply with any statutes, bylaws, regulations or orders relating to its operation of the Premises, and such default continues for a period of twenty (20) days after notice thereof to the Tenant, except for a default which to be cured with all due diligence would require a longer period, then after such longer period, or if the Tenant fails to proceed promptly and diligently and continuously after the service of such notice to cure same; or***
- (d) ***the Premises are vacated or unoccupied for ten (10) or more consecutive days while the Premises can be used for the Permitted Use, without the consent of the Landlord; or***
- (e) ***the Premises are abandoned by the Tenant; or***
- (f) ***this Agreement is terminated;***

then and in every such case, it shall be lawful for the Landlord at any time thereafter without notice or demand, with or without process of law and by forcible entry if necessary, upon the expiration of the notice period under the applicable termination notice or default notice, to re-enter into and upon the Premises, and to terminate this Agreement by leaving upon the Premises notice in writing of such termination. If the Landlord terminates this Agreement pursuant to this section, or otherwise as a result of default of the Tenant, there shall immediately become due and owing to the Landlord, in addition to any other sums payable to the Landlord hereunder as damages suffered by the Landlord as

a result of the Tenant's breach, the then current month's rent, together with the rent accruing for the remainder of the Term. This provision for notice and termination shall not be construed so as to delay or supersede any specific remedy to which the Landlord may have recourse in this Agreement.

Section 16.02 Distraint

The Tenant waives and renounces the benefit of any present or future law taking away or limiting the Landlord's rights against the property of the Tenant and, notwithstanding any such law, provided the Tenant is in default and all curative periods have expired, the Landlord may seize and sell all the Tenant's goods and property, whether within the Premises or not, and apply the proceeds of such sale towards any arrears of rent (including amounts deemed to be rent under this Agreement) and the costs of the seizure and sale. The Tenant further agrees that if it abandons the Premises and any arrears of rent remain unpaid, the Landlord, in addition to any remedy otherwise provided by law, may seize and sell those goods and property of the Tenant that were previously upon the Premises at any place to which the Tenant or any other person may have removed them from the Premises, in the same manner as if such goods and property had remained in, about or upon the Premises.

Section 16.03 Right to Re-let

If the Landlord becomes entitled to re-enter the Premises the Landlord shall have the right, if it thinks fit, to enter the Premises as the agent of the Tenant either by force or otherwise without being liable for any prosecution therefor, and as agent of the Tenant to re-let the Premises or any part or parts thereof at the risk of the Tenant and, as agent for the Tenant, to receive the rent therefor and, as agent for the Tenant, to take possession of any furniture, equipment and other property therein and sell the same at public or private sale without notice. Such rent and proceeds from the sale of the furniture, equipment and other properties shall be allocated first to the Landlord's cost of so entering and re-letting, then to interest on amounts due by the Tenant to the Landlord hereunder and unpaid, and then to the payment of such unpaid sums. The balance of such rent and proceeds, if any, may be applied by the Landlord on account of the rent due hereunder to the Landlord.

Section 16.04 Forfeiture

The Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event the Tenant shall be evicted or dispossessed from the Premises for any cause, statutory or otherwise, or if the Landlord re-enters the Premises following the occurrence of any default by the Tenant hereunder, or if this Agreement is terminated before the expiration date thereof originally fixed herein.

Section 16.05 Remedies Generally

Mention in this Agreement of any particular right or remedy of the Landlord in respect of the default by the Tenant shall not preclude the Landlord from any other right or remedy in respect thereof, whether available at law or in equity or by statute or expressly provided for in this Agreement. No right or remedy shall be exclusive or dependent upon any one or more of such rights or remedies independently or in combination, such rights or remedies being cumulative and not alternative. Whenever the Tenant seeks a remedy in order to enforce the observance or performance of any of the terms, covenants and conditions contained in this Agreement on the part of the Landlord to be observed or performed, the

Tenant's only remedy (except where another remedy is expressly provided herein, in which event the Tenant shall be restricted to that remedy) shall be for such damages as the Tenant shall be able to prove in a court of competent jurisdiction that the Tenant has suffered as a result of a breach (if established) by the Landlord in the observance and performance of any of the terms, covenants and conditions contained in this Agreement on the part of the Landlord to be observed and performed. The parties hereby waive trial by jury in any action, proceeding or counterclaim brought by either party against the other on any matter whatsoever arising out of or in any way connected with this Agreement, the relationship of the Landlord and the Tenant created hereby, the Tenant's use or occupancy of the Premises or any claim for any injury. In the event of any breach or threatened breach by the Tenant of any of the terms and provisions of this Agreement, the Landlord shall have the right to injunctive relief as if no other remedies were provided herein for such breach. The Tenant hereby expressly waives any right to assert a defence based on merger and agrees that neither the commencement of any action or proceeding, nor the settlement thereof, nor the entry of judgment therein shall bar the Landlord from bringing any subsequent action or proceeding from time to time. If the Tenant shall default hereunder prior to the date fixed as the commencement of any renewal or extension of this Agreement, whether by a renewal or extension option herein contained or by separate agreement, the Landlord may cancel such option or agreement for renewal or extension of this Agreement, upon written notice to the Tenant.

Section 16.06 Expenses

If any legal proceeding is brought for recovery of possession of the Premises, for the recovery of rent or because of the breach of any other terms, covenants or conditions herein contained on the part of the Tenant to be kept or performed, the Tenant shall pay to the Landlord as additional rent, upon demand, all costs and expenses incurred therefor (including without limitation, all professional and consultant fees, and all legal fees on a solicitor and his own client basis, disbursements, and all court costs and expenses of any legal proceeding; and the term "proceeding" shall include, without limitation, any arbitration, administrative, governmental, quasi-governmental or any other mediation proceeding and the term "costs" shall include the pro-rata portion of the wages, salaries and all other remuneration of the Landlord's officers and employees reasonably attributed to the matter).

Without limiting the generality of the immediately preceding paragraph or any other provisions of this Agreement, the Tenant shall pay to the Landlord, as additional rent upon demand, all costs and expenses (including, without limitation, those fees, disbursements, costs and expenses set out in the bracketed insert in the immediately preceding paragraph of this Section 16.06) which the Landlord may incur or pay out by reason of, or in connection with:

- (a) ***any proceeding by the Landlord to terminate this Agreement or for the recovery of possession of the Premises or for the recovery of rent;***
- (b) ***any other proceeding by the Landlord against the Tenant;***
- (c) ***any distress levied by the Landlord against the Tenant's goods, chattels and inventory or any of them on the Premises for the recovery of rent;***
- (d) ***any default by the Tenant in the observance or performance of any obligations of the Tenant under this Agreement whether or not the***

Landlord commences any proceeding against the Tenant or any indemnitor;

- (e) ***any proceeding brought by the Tenant against the Landlord (or any officer, employee or agent of the Landlord) in which the Tenant fails to secure a final judgment against the Landlord;***
- (f) ***any other appearance by the Landlord or Landlord's Personnel as a witness or otherwise in any proceeding whatsoever involving or affecting the Landlord, the Tenant, this Agreement, the indemnity agreement (if any) or the Premises;***
- (g) ***any amendment, modification or change in any of the terms of this Agreement initiated by the Tenant (and any request or negotiations pertaining thereto, whether or not such amendment, modification or change is finally agreed on);***
- (h) ***any renewal, extension, surrender, or release of this Agreement initiated by the Tenant (and any request or negotiations pertaining thereto, whether or not such renewal, extension, surrender or release becomes effective);***
- (i) ***any transfer of this Agreement (and any request or negotiations pertaining thereto, whether or not such transfer is approved and finally agreed on); and***
- (j) ***any Alterations of or to the Premises (and any request or negotiations pertaining thereto, whether or not such Alterations are approved and finally agreed on).***

The Tenant's obligations under this Section 16.06 shall survive the expiration or earlier termination of this Agreement.

Section 16.07 Landlord May Remedy Tenant's Default

If the Tenant fails to pay, when due, any amount required to be paid by the Tenant pursuant to this Agreement, the Landlord, after giving ten (10) days' notice in writing to the Tenant, may, but shall not be obligated to, pay all or any part of it. If the Tenant is in default in the performance of any of its covenants or obligations hereunder (other than the payment of rent required to be paid by the Tenant pursuant to this Agreement), the Landlord may from time to time after giving such notice as it considers sufficient (or without notice in the case of an emergency) having regard to the circumstances applicable, perform or cause to be performed any of such covenants or obligations, or any part thereof, and for such purpose may do such things as may be required, including, without limitation, entering upon the Premises and doing such things upon or in respect of the Premises or any part thereof as the Landlord considers requisite or necessary. All expenses incurred and expenditures

attributable to or made (including all employee, overhead and other internal costs) pursuant to this Section 16.07, shall be paid by the Tenant to the Landlord as additional rent upon demand. The Landlord shall have no liability to the Tenant or any other person for any claims resulting from any such action, entry or performance of any work by the Landlord upon the Premises.

Article 17 END OF LEASE

Section 17.01 Vacant Possession

Upon termination of the Term, whether by the passage of time or otherwise, the Tenant shall deliver up vacant possession of the Premises and shall leave the Premises in a sanitary, neat, tidy, safe and empty condition free from all nuisance, debris, rubbish and stock-in-trade and shall ensure that the Premises are to the standard of repair and decoration required of the Tenant pursuant to Article 7 hereof.

Section 17.02 Trade Fixtures and Ownership

- (a) ***If the Tenant is not in default hereunder at the expiration of the Term, the Tenant shall have the right to remove its trade fixtures from the Premises but shall make good any damage caused to the Premises resulting from the installation or removal thereof.***
- (b) ***If the Tenant fails to remove any of its trade fixtures and restore the Premises as provided in Section 17.02(a), all such trade fixtures shall become the property of the Landlord except to the extent that the Landlord requires removal thereof pursuant to Section 17.02(d).***
- (c) ***If the Tenant abandons the Premises or this Agreement is terminated before the proper expiration of the Term due to a default on the part of the Tenant, as of the moment of such default by the Tenant, all trade fixtures and furnishings of the Tenant (whether or not attached in any manner to the Premises) shall, except to the extent the Landlord requires the removal thereof pursuant to Section 17.02(d) become and be deemed to be the property of the Landlord, without compensation to the Tenant but without prejudice to any other right or remedy of the Landlord at law or in equity.***
- (d) ***Notwithstanding that any trade fixture is or may become the property of the Landlord, the Tenant shall forthwith remove all or part of the same and shall make good any damage caused to the Premises resulting from the installation or removal thereof, all at the Tenant's expense, should the Landlord so require by notice to the Tenant.***

- (e) ***If the Tenant, after receipt of a notice from the Landlord pursuant to Section 17.02(d), fails to promptly remove any trade fixture in accordance with such notice, the Landlord may enter into the Premises and remove therefrom all or part of such trade fixture and make good any damage caused to the Premises resulting from the installation or removal thereof, without any liability accruing against the Landlord and at the expense of the Tenant, which expense shall forthwith be paid by the Tenant to the Landlord.***

Section 17.03 Overholding

If the Tenant continues to occupy the Premises after the expiration of the Term, and the Landlord shall accept rent, the new tenancy thereby created shall be a tenancy from month to month and not from year to year, and shall be subject to the covenants and conditions herein contained so far as may be applicable to a tenancy from month to month, and shall be determined by one month's prior notice in writing.

Article 18

ACCESS TO PREMISES

Section 18.01 Landlord's Access to Premises For Showings/Inspection

The Landlord or Landlord's Personnel shall have the right to enter the Premises at any reasonable time (and upon twenty-four (24) hours prior written notice to the Tenant) to examine them or to show them to prospective purchasers, tenants or mortgagees, and to enter the Premises at such other times as mutually agreed between the Landlord and the Tenant (or on reasonable prior notice) to make such repairs as the Landlord may deem necessary or desirable and the Landlord will be allowed to take all required material into and upon the Premises without such entry constituting an eviction of the Tenant in whole or in part nor a breach of the Landlord's obligations. Whenever the Landlord enters the Premises, it shall take reasonable steps to avoid interfering with the Tenant's use and occupation of the Premises.

Section 18.02 Landlord's Access to Records

The Landlord may at any reasonable time and upon twenty-four (24) hours written notice to the Tenant enter (or permit governmental authorities to enter) the Premises or any other office of the Tenant's for the purpose of ensuring the Tenant's compliance with this Agreement, including without limitation, by auditing the Tenant's environmental records and by conducting soil, water and other tests, provided that the Landlord takes reasonable steps to avoid interfering with the Tenant's use and occupation of the Premises.

Section 18.03 "For Lease/Sale" Signs

During the six (6) months prior to the expiration of the Term, the Landlord may place upon the Premises the usual notices "For Lease" or "For Sale" and the Tenant will permit the notices to remain

without interference or interruption. The Landlord may at any time within six (6) months before the end of the Term enter the Premises and bring others at all reasonable hours for the purposes of showing the Premises to prospective tenants or purchasers.

Section 18.04 Emergency Access

If and when for any reason an emergency will exist or be contemplated, the Landlord or its agents may enter the Premises by a master key, or may forcibly enter them, provided reasonable care is exercised, without rendering the Landlord or such agent liable, and without in any manner affecting the Tenant's obligations under this Agreement. However, despite the above, the Landlord has no obligation, responsibility or liability, for the care, maintenance or repair of the Premises except as otherwise specifically provided.

Article 19 OPTIONS TO RENEW

Section 19.01 First Option to Renew

If:

- (a) ***the Tenant pays the rent as and when due and punctually observes and performs the terms, covenants and conditions to be observed and performed by it in accordance with the terms of this Agreement;***
- (b) ***the Landlord is satisfied, in its discretion, that the Tenant has the financial and organizational capacity to operate, maintain and program the Premises in accordance with the terms of this Agreement and the Public Service Requirements for the First Renewal Term; and***
- (c) ***the Tenant gives the Landlord not less than six (6) months and not more than twelve (12) months written notice prior to the expiration of the Term of the Tenant's exercise of this option to renew,***

then the Landlord shall grant to the Tenant a renewal lease upon the expiration of the Term for a period of five (5) years (the "First Renewal Term") on the same terms and conditions as set out in this Agreement except that:

- (d) ***all references to "Term" will be deemed to be references to the First Renewal Term, as applicable;***
- (e) ***the Landlord shall have no obligation to pay or provide to the Tenant any allowance, concession or inducement of any nature, or provide any free rent or discounted rent of any nature, or provide any fixturing period, or do or perform any Landlord's work, in, on, to or for the Premises; and***

(f) ***there shall be only one (1) further right to renew,***

and by written notice, the Landlord may confirm the renewal lease for the First Renewal Term; provided that such notice by the Landlord is not a requirement to the valid exercise by the Tenant of such option to renew.

Section 19.02 Second Option to Renew

If:

- (a) ***the Tenant pays the rent as and when due and punctually observes and performs the terms, covenants and conditions to be observed and performed by it in accordance with the terms of this Agreement;***
- (b) ***the Landlord is satisfied, in its discretion, that the Tenant has the financial and organizational capacity to operate, maintain and program the Premises in accordance with the terms of this Agreement and the Public Service Requirements for the Second Renewal Term; and***
- (c) ***the Tenant gives the Landlord not less than six (6) months and not more than twelve (12) months written notice prior to the expiration of the Term of the Tenant's exercise of this option to renew;***

then the Landlord shall grant to the Tenant a renewal lease upon the expiration of the First Renewal Term for a period of five (5) years (the "Second Renewal Term") on the same terms and conditions as set out in this Agreement except that:

- (d) ***all references to "Term" will be deemed to be references to the Second Renewal Term, as applicable;***
- (e) ***the Landlord shall have no obligation to pay or provide to the Tenant any allowance, concession or inducement of any nature, or provide any free rent or discounted rent of any nature, or provide any fixturing period, or do or perform any Landlord's work, in, on, to or for the Premises; and***
- (f) ***there shall be no further rights to renew,***

and by written notice, the Landlord may confirm the renewal lease for the Second Renewal Term; provided that such notice by the Landlord is not a requirement to the valid exercise by the Tenant of such option to renew.

Article 20

TRANSFER OF LANDLORD'S INTEREST

Section 20.01 Landlord Released

In the event of the sale or lease by the Landlord of the Premises or the assignment by the Landlord of its interest in this Agreement, the Landlord will without further written agreement be released and relieved of and from such liabilities and obligations.

Section 20.02 Tenant's Covenant

The Landlord may sell, transfer or otherwise dispose of the Premises, or any portion thereof, to any party and upon the conveyance to such party of the Premises or any portion thereof, the Tenant will attorn to and become the Tenant of such party under the terms of this Agreement and the Tenant will provide such party with an acknowledgment in writing binding upon the Tenant that it will perform the obligations and satisfy the liabilities of the Tenant.

Section 20.03 Status Statement

The Tenant will provide within ten (10) days of the request of the Landlord a status statement for the Landlord, addressed to the Landlord and any potential buyer or mortgagee, binding upon the Tenant, confirming:

- (a) ***that the Tenant has accepted possession of the Premises;***
- (b) ***whether or not the Landlord has carried out all of its obligations pursuant to this Agreement;***
- (c) ***that this Agreement constitutes the whole of the agreement between the parties (or setting out such other agreements);***
- (d) ***that this Agreement is in full force and effect and that there are no defences or set offs which the Tenant claims against the Landlord (or setting out any such claims); and***
- (e) ***such other matters as may be reasonably required by the Landlord or any potential or actual purchaser of the Premises.***

Article 21
TENANT'S COVENANTS

Section 21.01 Performance of Obligations

The Tenant covenants with the Landlord to faithfully and promptly pay the rent and perform and observe its obligations herein.

Section 21.02 No Registration of Lease

The Landlord is not obligated to deliver this Agreement in registrable form. The Tenant shall not register this Agreement in the Land Title Office.

Section 21.03 Compliance with Head Lease

[NTD: this section may be included if this is a Sublease or Sub-sublease. "Head Lease" will need to be described in the Recitals and defined, and specific rights and/or obligations may need to be incorporated elsewhere in this document as appropriate]

The Tenant acknowledges having received and read a copy of the Head Lease and covenants and agrees with the Landlord:

- (a) ***not to do or omit to do any act in or around the Premises that would cause a breach of the Landlord's obligations as tenant under the Head Lease;***
- (b) ***to be bound by the terms of the Head Lease in each case as they relate to the Premises; and***
- (c) ***that it has no greater interest in the Premises than the Landlord as tenant under the Head Lease, and to the extent that any right or benefit conferred by this Sublease contravenes or is incompatible with the Head Lease, such right or benefit will be amended or modified so as not to contravene or be incompatible with the Head Lease.***

Article 22
GENERAL PROVISIONS

Section 22.01 Delivery of Notices

Any notice required to be given hereunder must be in writing and the sender must deliver it by hand, by fax, by email or by mail to the party to which it is to be given, as follows:

- (a) ***to the Tenant:***

Attention: _____
Fax: _____
Email: _____

and

(b) ***to the Landlord:***

City of Vancouver
c/o Director of Real Estate Services
453 West 12th Avenue
Vancouver, British Columbia
V5Y 1V4

Attention: Non-Profit Negotiator
Fax: 604-873-7064
Email: _____

or to such other address, email address or fax number as the party may designate and will be deemed to have been received on the day of delivery, emailing or faxing if within business hours on a business day and otherwise on the next succeeding business day and, if mailed, the fifth (5th) day after mailing, provided that if there is between the time of mailing and the actual receipt of the notice a mail strike, slow-down or other labour dispute which might affect delivery of such notice then such notice shall only be effective if actually delivered.

Section 22.02 Administration of Agreement

Where this Agreement requires or permits on the part of the Landlord any authority, reservation, discretion, disallowance, approval or other act of supervision or the giving of any notice, such act or action shall be well and truly performed on the part of the Landlord when performed by the Landlord's Director of Real Estate Services or his or her nominee.

Section 22.03 Covenants Survive Termination

The covenants herein on the part of the Landlord and the Tenant which, as of termination of this Agreement or the Term whether by passage of time or otherwise, remain unfulfilled, undischarged or otherwise outstanding shall nevertheless survive such termination and remain in full force and effect and be binding upon the parties and their respective successors and assigns so long as there is any liability or indebtedness by either party to the other or so long as any such covenant remains unfulfilled, undischarged or otherwise outstanding, whether in whole or in part, notwithstanding anything herein to the contrary.

Section 22.04 Quiet Enjoyment

Subject to the provisions of this Agreement and subject to the provision that nothing contained or implied herein shall prejudice or affect the Landlord's rights and powers in the exercise of its functions pursuant to the Vancouver Charter and the rights and powers of the Landlord under all of its public and private statutes, by-laws and regulations, all of which may be as fully and effectively exercised in relation to the Premises as if this Agreement had not been executed and delivered by the Landlord and the Tenant, the Landlord covenants with the Tenant for quiet enjoyment.

Section 22.05 Time is of the Essence

Time shall be of the essence of this Agreement, save as herein otherwise specified.

Section 22.06 Joint and Several

Any covenant, agreement, condition or proviso made by two or more persons shall be construed as several as well as joint.

Section 22.07 Waiver

No waiver of or neglect to enforce this Agreement upon a default by the Tenant will be deemed to be a waiver of any such right upon any subsequent similar default. Without limiting the generality of this Section 22.07, the acceptance by the Landlord of part payment of any sums, including rent, required to be paid under this Agreement will not constitute a waiver or release of the Landlord's right to payment in full of such sums.

Section 22.08 Entire Agreement

The Tenant acknowledges that there are no covenants, representations, warranties, agreements, terms or conditions expressed or implied relating to this Agreement or the Premises except as expressly set out in this Agreement, and that this Agreement may not be modified except by an agreement in writing executed by both the Landlord and the Tenant.

Section 22.09 Severability

If any provision or provisions of this Agreement are determined by a court to be illegal or not enforceable, it or they shall be considered separate and severable from this Agreement and the remaining provisions of this Agreement shall remain in full force and be binding upon the parties.

Section 22.10 Relationship between Landlord and Tenant

Nothing contained in this Agreement nor any acts of the Landlord or the Tenant will be deemed to create any relationship between the Landlord and the Tenant other than the relationship of landlord and tenant.

Except for the purpose of acknowledging the financial or in-kind support provided by the City of Vancouver to its organization, the Tenant shall not promote its relationship with the Landlord in any verbal declarations, announcements, sales, marketing or other literature, letters, client lists, press

releases, brochures or other written materials in a manner which could suggest or create an association, express or implied, between the Tenant and the Landlord without the express prior written consent of the Landlord, which may be arbitrarily withheld.

Section 22.11 Force Majeure

Despite anything contained in this Agreement to the contrary, if the Landlord or the Tenant is, in good faith, delayed or prevented from doing anything required by this Agreement because of a strike, labour trouble, inability to get materials or services, power failure, restrictive governmental laws or regulations, riots, insurrection, sabotage, rebellion, war, act of God, or any other similar reason, that is not the fault of the party delayed or of its officers, employees or agents, the doing of the thing is excused for the period of the delay and the party delayed will promptly do what was delayed or prevented within the appropriate period after the delay. The preceding sentence does not excuse the Tenant from payment of rent or the Landlord from payment of amounts, if any, that it is required to pay, in the amounts and at the time specified in this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

PRECEDENT LEASE FOR NON-PROFIT ENTITIES (Cultural/Social)

CITY OF VANCOUVER

by its authorized signatory:

Signature

Print Name and Title

[INSERT TENANT'S NAME]

by its authorized signatories:

Signature

Print Name and Title

Signature

Print Name and Title

Approved by resolution of Vancouver City Council on _____, 20____.

This is the signature page of a Lease between the City of Vancouver, as Landlord, and **[INSERT TENANT'S NAME]**, as Tenant, concerning **[INSERT ADDRESS AND NAME OF FACILITY]** (the Premises).

SCHEDULE A
PLAN OF PREMISES

**SCHEDULE B
PLAN OF ASP FACILITIES**

[if applicable]

**SCHEDULE C
PRIOR ENCUMBRANCES**

[NTD: attach a current title search]

**SCHEDULE D
SERVICE LEVEL AGREEMENT**

[NTD: REFM to provide]

**SCHEDULE E
PUBLIC SERVICE REQUIREMENTS**

[NTD: ACCS to provide]

SCHEDULE F
OCCASIONAL THIRD PARTY USE POLICY

[NTD: ACCS to provide]

**SCHEDULE G
TENANT IMPROVEMENT CHECKLIST, NOTICE TO TENANTS OF CITY OWNED BUILDINGS,
BUILDING BY-LAW “LESSEE’S UNDERTAKING FOR TENANT IMPROVEMENTS”**



REAL ESTATE & FACILITIES MANAGEMENT
Facilities Planning & Development (FPD)

Tenant Improvement Checklist (To be completed by Tenant & submitted to FPD)

PROJECT NAME & ADDRESS:

<i>Pre-approval Phase (items required prior to City issue of Owner’s Undertaking)</i>	
<input type="checkbox"/>	Received and reviewed “City of Vancouver: Notice to Tenants of City Owned Buildings”
<input type="checkbox"/>	Submitted all design drawings of proposed tenant improvements including but not limited to architectural/interior design as required of the City of Vancouver development permit review branch, for review and approval, to City of Vancouver Facilities Planning and Development (FPD) prior to submission for development permit.
<input type="checkbox"/>	Submitted all drawings of proposed tenant improvements including but not limited to architectural/interior design, structural, mechanical and electrical to show new and changes/alterations to building systems such as HVAC, plumbing, fire protection sprinkler system, and power, for review and approval, to FPD prior to submission for building permit.
<input type="checkbox"/>	Submitted construction details for building envelope work including penetrations through the roof and exterior walls to FPD for review prior to submission for building permit.
<input type="checkbox"/>	Submitted Schedule E-3, Building By-law “Lessee’s Undertaking for Tenant Improvements” to FPD. (required prior to City’s issue of Schedule E-2, Building By-law “Owner’s Undertaking for Tenant Improvements”
<input type="checkbox"/>	Completed and submitted the attached TI Contact List to FPD, and notably to include name of the “Prime Contractor” responsible for construction safety, and the “Field Safety Representative” (FSR) as required of the BC Safety Authority for electrical safety when contact information is available. Provide updated list as required.
<i>Pre-construction Phase (items required prior to Construction)</i>	
<input type="checkbox"/>	Received Tenant Improvement (TI) Review Letter from City of Vancouver Facilities Planning and Development to proceed with development permit application and/or building permit application for construction.
<input type="checkbox"/>	Submitted drawings/documents on any changes to scope of work not outlined in the TI Review Letter to FPD for approval.
<input type="checkbox"/>	Obtained building permit from the City Building Review Branch prior to construction.
<input type="checkbox"/>	Received and reviewed hazardous materials reports, if applicable, from City of Vancouver Environmental Services (attached to TI Review Letter).
<input type="checkbox"/>	If hazardous materials are present in the project area, retained the services of an environmental consultant and/or hazardous material abatement contractor from the approved lists provided by the City of Vancouver Environmental Services to perform the abatement work. Submitted names to FPD.
<input type="checkbox"/>	For hazardous materials on site, received approval of WorkSafeBC procedures from City of Vancouver Environmental Services prior to commencing construction.
<input type="checkbox"/>	Submitted a copy of the construction schedule to FPD.
<i>Construction Phase</i>	
<input type="checkbox"/>	Submitted a letter, signed by the General Contractor or other party responsible to be the “Prime Contractor” for the project, declaring qualifications and responsibility for construction safety.
<input type="checkbox"/>	Submitted copies of letters of assurance from certified registered professionals as required of the City of Vancouver Building Review Branch to FPD.
<input type="checkbox"/>	Submitted a copy of the Building Permit and all trade (including electrical and plumbing) permits to FPD.
<input type="checkbox"/>	Submitted a copy of the fire alarm verification report if applicable to FPD.
<input type="checkbox"/>	Submitted a copy of the Occupancy Permit to FPD.
<i>Post-Construction Phase</i>	
<input type="checkbox"/>	Submitted record drawings of as-builts in the form of a CAD file and pdf to FPD.

453 West 12th Avenue, Vancouver, British Columbia V5Y 1V4 Canada
tel: 3-1-1, Outside Vancouver 604.873.7000 fax: 604.873.7419
website: vancouver.ca

Update_22-Aug-17



REAL ESTATE & FACILITIES MANAGEMENT
Facilities Planning & Development

Tenant Improvement Contact List

PROJECT NAME & ADDRESS:

Name & Organization			
Lessee (tenant)	_____	Address	_____
	_____	Tel/Cell	_____
	_____	Email	_____
"Prime Contractor" (as defined in BC Workers Compensation Act)	_____	Address	_____
	_____	Tel/Cell	_____
	_____	Email	_____
General Contractor	_____	Address	_____
	_____	Tel/Cell	_____
	_____	Email	_____
Field Safety Representative (as defined by the BC Safety Authority)	_____	Address	_____
	_____	Tel/Cell	_____
	_____	Email	_____
Architect/Design Professional	_____	Address	_____
	_____	Tel/Cell	_____
	_____	Email	_____

TI Review Contact List_Issued 07-21-17.docx

City of Vancouver
453 West 12th Avenue
Vancouver, British Columbia V5Y 1V4 Canada
tel: 3-1-1, Outside Vancouver 604.873.7000 fax: 604.873.7419
website: vancouver.ca



PROJECT NAME & ADDRESS:

Name & Organization			
Coordinating Certified Professional (as defined in the Vancouver Building By-law)	_____	Address	_____
	_____	Tel/Cell	_____
	_____	Email	_____
Structural Engineer	_____	Address	_____
	_____	Tel/Cell	_____
	_____	Email	_____
Mechanical Engineer	_____	Address	_____
	_____	Tel/Cell	_____
	_____	Email	_____
Electrical Engineer	_____	Address	_____
	_____	Tel/Cell	_____
	_____	Email	_____
Building Envelope Consultant	_____	Address	_____
	_____	Tel/Cell	_____
	_____	Email	_____
Other	_____	Address	_____
	_____	Tel/Cell	_____
	_____	Email	_____



23 June 2015

NOTICE TO TENANTS OF CITY OWNED BUILDINGS

FROM: City of Vancouver Real Estate and Facilities Management Department
SUBJECT: Tenant Improvements and Hazardous Material in City of Vancouver Buildings

As a tenant in a building owned by the City of Vancouver acting as landlord (the "City"), we understand that from time to time you may want to make minor or major alterations to your leased premises.

Please be advised that unless otherwise set out in your lease, *any* proposed alteration that will disturb, remove, cover, attach to, or penetrate existing finishes or assemblies is required to be reviewed and approved *in advance* by the City. This requirement applies to modifications or repairs on any scale, even those that do not require regulatory approval, such as a development, building, or trade permits. Such work may include the installation of fixed millwork or shelving, flooring application, fixture replacement, removal of any fixed elements, or any cosmetic work involving sanding or scraping.

Some City-owned buildings contain hazardous materials (e.g., asbestos, lead-based coatings, silica) and while these materials in finishes or assemblies pose little risk when they are not disturbed, they create a risk to you and your space and a compliance issue with WorkSafeBC if they are disturbed.

If you are planning to make alterations on any scale, please submit a written request describing the scope of work to the City via your City contact, who will review the affected areas with the City's Hazardous Materials Team ("HMT"). The HMT will confirm whether any hazardous materials are present.

If hazardous materials are present in the area(s) of work and you wish to proceed with the work, you will be required to abate these materials in order to proceed with tenant improvement work, in accordance with the terms and conditions attached as Appendix A. Again, these requirements apply even for work that does not require formal regulatory approval (for example, in the form of a development, building, demolition or trade permits).

City of Vancouver
453 West 12th Avenue
Vancouver, British Columbia V5Y 1V4 Canada
tel: 3-1-1, Outside Vancouver 604.873.7000 fax: n/a
website: vancouver.ca



Work that does require formal regulatory approval will also require an Owner's Undertaking to be completed by the City as a condition of permit application. You are required to submit full drawings and specifications for the proposed work to your City contact for review in advance of your permit submission and allow for the City to review and approve the work prior to release of the Owner's Undertaking letter.

Please note that for all tenant improvement work that you undertake, you are an "owner" as defined under the British Columbia *Workers' Compensation Act*. You are strongly advised to designate, in writing, that your (general) contractor is the "prime contractor" for the improvement work to protect yourself and the Landlord.

Please do not hesitate to contact your City contact if you have any questions about the contents of this letter.

**APPENDIX A
REQUIREMENTS WHERE HAZARDOUS MATERIALS ARE PRESENT**

If hazardous materials are found present in the area of work for any proposed alterations, the Tenant must abate the hazardous materials on the following terms and conditions:

- work begins after assessment, specification review and approval from the HMT;
- the full cost of the abatement work must be covered by the Tenant;
- the Tenant (or their prime contractor) is responsible to submit a Notice of Project to WorkSafeBC with a copy to their City contact;
- the abatement work must be performed by a qualified abatement contractor selected by the Tenant from the City's list of qualified hazardous materials contractors following specifications reviewed and approved by the HMT;
- the abatement work must be monitored by a qualified consultant selected by the Tenant from the City's list of pre-qualified hazardous materials consultants;
- the Tenant must advise their City contact in advance of dates when abatement work is scheduled to commence and to be completed; and
- the Tenant must submit to the HMT a copy of all assessment, abatement, inspection and clearance reports.

SCHEDULE E-3

Note: To be submitted with the application for a Building Permit



**BUILDING BY-LAW
"LESSEE'S UNDERTAKING FOR TENANT
IMPROVEMENTS"**

The Chief Building Official
City of Vancouver
453 West 12th Avenue
Vancouver, B.C.
V5Y 1V4

Date (Month Day Year)

Dear Sir:

RE: Property Address _____
Building Permit Application No. _____

In consideration of the City accepting and processing the above application for a building permit, and as required by the Building By-law, the following representations, warranties and indemnities are given to the City.

1. (a) If an individual is the lessee:
() That I am the lessee of the above property, or

(b) If a corporation is the lessee of the property,
() That _____ is the lessee of the above property.
(Name of Corporation)
2. The lessee will comply with, and cause those employed for this project to comply with all applicable by-laws of the City of Vancouver and other statutes and regulations in force in the City of Vancouver relating to the development, work, undertaking or permission in respect of which this application is made.
3. The lessee fully understands the requirements herein, and acknowledges full responsibility for carrying out the work, or gives assurance that the work be carried out, in accordance with all by-laws governing the construction of the building. The lessee understands and acknowledges that the issuance of any permit, including an Occupancy Permit, or the inspection or approval or passage of work by the City is not a representation or warranty that any by-law has been complied with and the Lessee remains responsible at all times to assure compliance. The lessee has read and understands Article 1.3.2.1. and Article 1.4.1.5. of Division C Book I and Book II of the Building By-law which are set out on the reverse side hereof.
4. The lessee hereby agrees to indemnify and save harmless the City of Vancouver and its employees from all claims, liability, judgments, costs and expenses of every kind including negligence which may result from the failure to comply fully with all by-laws, statutes and regulations relating to any work or undertaking in respect of which this application is made.
5. Where used herein the words "work" or "undertaking" in respect of which this application is made, the lessee understands this to include all electrical, plumbing, mechanical, gas and other works necessary to complete the contemplated construction.

Lessee's Undertaking (continued) Property Address _____
Building Permit Application No. _____

6. I am authorized to give these representations, warranties, assurances and indemnities to the City of Vancouver. This Lessee's Undertaking is executed by the Lessee this _____ day of _____, _____.
(Day) (Month) (Year)

1. Where lessee is an individual: Signed and delivered in the presence of:
Lessee's Signature _____ Witness's Signature _____
Lessee's Name _____ (PRINT) Witness's Name _____ (PRINT)
Witness's Address _____

2. Where lessee is a corporation: Signed, sealed and delivered in the presence of:
Name of Corporation _____ Witness's Signature _____
Per: Authorized Signatory _____ Witness's Name _____ (PRINT)
Name _____ (PRINT) Witness's Address _____

Building By-law, Division C, Article 1.3.2.1. Intent
1) This By-Law sets standards in the general public interest. It is enacted and retained on the understanding and specifically expressed condition that it creates no duty whatsoever on the city, the Chief Building Official or any employee of the city to enforce its provisions, and on the further condition that a failure to administer or enforce its provisions, or the incomplete or inadequate administration or enforcement of its provisions, shall not give rise to a cause of action in favour of any person whatsoever. The issuance of any permit, including an occupancy permit, is not a representation, warranty or statement that this By-Law or any other enactment has been complied with, and the issuance thereof in error shall not give rise to a cause of action. Accordingly, words in this By-law defining the responsibilities and authority of the Chief Building Official shall be construed as internal administrative directions which do not create a duty.

Building By-law, Division C, Article 1.4.1.5. Compliance with By-law and Other Enactments
1) The owner shall comply with this By-law and all other applicable enactments.
2) The owner shall ensure that all work, construction, or occupancy is carried out in accordance with this By-law and all other applicable enactments.
3) The owner shall ensure that the occupancy of a building or part of a building complies with the occupancy permit.
4) The issuance of a permit, the acceptance of plans and supporting documents submitted for a permit, or the making of inspections by the Chief Building Official shall not relieve the owner of a building from the full responsibility for carrying out the work or having the work carried out in accordance with this By-law and all other applicable enactments.

SERVICE LEVEL AGREEMENT

1101 Seymour

NPO 2 & 6

For purposes of this document, the parties are identified as follows:

Housing Operator:	Head
Non-Profit Operator 1*:	NPO 1 (AIDS Vancouver - 4 th floor unit #401 & 1 st floor unit #135)
Non-Profit Operator 2*:	NPO 2 (Vacant - 2 nd floor unit #235)
Non-Profit Operator 3*:	NPO 3 (Aunt Leah's - portion of 3 rd floor excluding #325; no unit #)
Non-Profit Operator 4*:	NPO 4 (SWAN - 3 rd floor unit #325)
Non-Profit Operator 5*:	NPO 5 (VCH - 1 st floor unit #101)
Non-Profit Operator 6*:	NPO 6 (Vacant 1 st floor unit #141)
City of Vancouver	CoV

*NPO 1,2,3,4,5,6 relates to size of leased premises, with NPO 1 being the largest and NPO 6 being the smallest.

Proportionate Share 1:

Refers to the proportionate share of the tenant's square footage in relation to the square footage of the entire building.

Proportionate Share 2:

Refers to the proportionate share of the tenant's square footage in relationship to the square footage of the Social Service Non-profit space on the floors 1-4.

To suit: Refers to each tenant being responsible for the described work within their own space.

(*): Indicates line items that are included in the common area and maintenance costs, (the "Building Operating Costs", referred to in Section 1.09) payable by the Tenant, which have been estimated by the Landlord for 2022 to be \$8.50 /square foot of rentable area on a proportionate share basis.

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work	(*) = Included (see description) TR = Direct Tenant Responsibility
1.1	Heating, Ventilation and Air Conditioning exclusive to or within the leased premises (excluding common equipment / systems)			
a	- annual inspection	CoV	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)
b	- routine maintenance and repair	CoV	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)
c	- provision & replacement of filter material	CoV	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)
d	- cleaning of ducts	CoV	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)
e	- life cycle replacement (Capital Maintenance)	CoV	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)/CoV
f	-misc. related operating costs	CoV	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)
1.2	Common Heating, Ventilation and Air Conditioning (systems serving more than the leased premises)			
a	- annual inspection, maintenance and repair	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)

SCHEDULE F

PRECEDENT LEASE FOR NON-PROFIT ENTITIES (Cultural/Social)

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work	(*) = Included (see description) TR = Direct Tenant Responsibility
b	- life cycle replacement	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)/CoV
2.1	Plumbing Systems exclusive to or within each of NPO 1,2,3, 4, 5 and 6 leased premises (excluding common systems/equipment)			
a	-preventive maintenance and repairs to hot water heating systems and domestic cold water systems	CoV	NPO 1,2,3,4,5 or 6 to suit	N/A for NPO 5 (unit #101)
b	- major repairs and replacement of hot water heating systems and domestic cold water systems	CoV	NPO 1,2,3, or 4 to suit	N/A for NPO 5 (unit #101)
c	- repairs to all fixtures including faucets, unplugging toilets and all other routine repairs	NPO 1,2,3,4,5 or 6 to suit	NPO 1,2,3,4,5 or 6 to suit	N/A for NPO 5 (unit #101)
d	- life cycle replacement of hot water systems, fixtures and piping	CoV	NPO 1,2,3,4,5 or 6 to suit	N/A for NPO 5 (unit #101)
2.2	Plumbing Systems exclusive to the Social Service Component (excluding common systems/equipment, shared with the whole building)			

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work	(*) = Included (see description) TR = Direct Tenant Responsibility
a	-preventive maintenance and repairs to hot water heating systems and domestic cold water systems	CoV	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)
b	- major repairs and replacement of hot water heating systems and domestic cold water systems	CoV	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)
c	- repairs to all fixtures including faucets, unplugging toilets and all other routine repairs	CoV	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)
d	- life cycle replacement of hot water systems, fixtures and piping	CoV	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)/CoV
2.3	Common Plumbing Systems (systems serving more than the Social Service component)			
a	- annual inspection, maintenance and repair	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)
b	- life cycle replacement	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)/CoV
c	-maintenance of sump pumps	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)
d	-life cycle replacement of sump pumps	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)/CoV

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work	(*) = Included (see description) TR = Direct Tenant Responsibility
3.1	Mechanical Systems and Equipment (including elevators) exclusive to or within the leased premises (excluding common systems/equipment)			
a	- preventive maintenance and repairs	CoV	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)
b	- installation, maintenance and replacement of additional equipment provided and installed by the occupant	NPO 1,2,3,4,5 or 6 to suit	NPO 1,2,3,4,5 or 6 to suit	TR
c	- life cycle replacement	CoV	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)/CoV
3.2	Common Mechanical Systems and Equipment (serving more than the leased premises)			
a	- annual inspection, maintenance and repair	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)
b	- life cycle replacement	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)/CoV
4.1	Fire Protection & Suppression exclusive to the leased premises			
a	- <u>Fire extinguishers</u> : monthly inspection;	NPO 1,2,3,4,5 or 6 to suit	NPO 1,2,3,4,5 or 6 to suit	TR

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work	(*) = Included (see description) TR = Direct Tenant Responsibility
b	- <u>Fire extinguishers</u> : annual inspection; repairs, recharging, and life-cycle replacement	CoV	NPO 1,2,3,4,5 or 6 to suit	(*)
c	- <u>Smoke detectors</u> : monthly inspection	NPO 1,2,3,4,5 or 6 to suit	NPO 1,2,3,4,5 or 6 to suit	TR
d	- <u>Smoke detectors</u> : annual inspection; repairs and/or life-cycle replacement	CoV	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)
e	- <u>Fire alarm system</u> : annual inspection; maintenance, repairs	CoV	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)
e.1	- <u>Fire alarm system</u> : life-cycle replacement	CoV	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)/CoV
f	- <u>Fire sprinkler system</u> : annual inspection (or more frequently as required); maintenance, repairs	CoV	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)
f.1	- <u>Fire sprinkler system</u> : life-cycle replacement	CoV	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)/CoV
4.2	Common Fire Protection & Suppression (systems serving more than the leased premises)			
a	- highrise smoke control systems	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)

SCHEDULE F

PRECEDENT LEASE FOR NON-PROFIT ENTITIES (Cultural/Social)

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work	(*) = Included (see description) TR = Direct Tenant Responsibility
b	- fire protection equipment and life safety systems and related devices (ie. alarms, fire pump and standpipe systems, emergency power and lighting, etc)	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)
c	- highrise smoke control systems, fire protection equipment and life safety systems and related devices (ie. alarms, fire pump and standpipe systems, emergency power and lighting, etc) life cycle replacement	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)
5.1	Security Systems dedicated to or within each of NPO 1, 2, 3, 4, 5, and 6 leased premises			
a	- system monitoring, inspection, maintenance and repair dedicated to each lessee'	NPO 1,2,3,4,5 or 6 to suit	NPO 1,2,3,4,5 or 6 to suit	TR
b	- repair, replacement, re-keying of all locks	NPO 1,2,3,4,5 or 6 to suit	NPO 1,2,3,4,5 or 6 to suit	TR
c	- life cycle replacement	NPO 1,2,3,4,5 or 6 to suit	NPO 1,2,3,4,5 or 6 to suit	TR
5.2	Security Systems dedicated to Social Service Component			
a	- system monitoring, inspection, maintenance and repair dedicated to each lessee'	Head/NPO 1	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work	(*) = Included (see description) TR = Direct Tenant Responsibility
b	- repair, replacement, re-keying of all locks	Head/NPO 1	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)
c	- life cycle replacement	Head/NPO 1	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)
5.3	Common Security Systems (systems serving more than the Social Service Component)			
a	- system monitoring, inspection, maintenance and repair	Head/NPO 1	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)
b	- life cycle replacement	Head/CoV	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)/CoV
6.1	Electrical Distribution Systems exclusive to or within the leased premises (excluding common systems/equipment)			
a	- repairs and upgrades required by Code, initiated by tenant	NPO 1,2,3,4,5,6 To Suit	NPO 1,2,3,4,5,6 To Suit	TR
b	- inspection, maintenance and repair of wiring, breakers and electrical panels	NPO 1,2,3,4,5,6 To Suit	NPO 1,2,3,4,5,6 To Suit	TR
c	- repair or replacement of switches, receptacles, cover plates	NPO 1,2,3,4,5 or 6 to suit	NPO 1,2,3, or 4 to suit	TR

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work	(*) = Included (see description) TR = Direct Tenant Responsibility
d	- life cycle replacement of wiring, breakers and panels	CoV	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)/CoV
e	- maintenance, repair and replacement of auxiliary power systems	NPO 1,2,3,4,5,6 To Suit	NPO 1,2,3,4,5,6 To Suit	TR
f	- additions, enhancements to meet tenant’s program needs, including ongoing maintenance	NPO 1,2,3,4,5 or 6 to suit	NPO 1,2,3,4,5 or 6 to suit	TR
6.2	Common Electrical Distribution Systems (systems serving more than the leased premises)			
a	- repairs and upgrades initiated by Housing Operator	Head	Head	N/A
b	- inspection, maintenance and repair of electrical distribution systems	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)
c	- life cycle replacement of electrical distribution systems	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)/CoV
d	-maintenance, repair and replacement of the emergency generator	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)/CoV
6.3	Lighting Systems within each leased premises			

SCHEDULE F

PRECEDENT LEASE FOR NON-PROFIT ENTITIES (Cultural/Social)

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work	(*) = Included (see description) TR = Direct Tenant Responsibility
a	- bulb/tube replacement for interior lighting	NPO 1,2,3,4,5 or 6 to suit	NPO 1,2,3,4,5 or 6 to suit	TR
b	- annual inspection, maintenance, and life cycle replacement of interior emergency/exit lighting	CoV	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)
c	- interior lighting ballast replacement	NPO 1,2,3,4,5 or 6 to suit	NPO 1,2,3,4,5 or 6 to suit	TR
d	- cleaning of interior light fixtures	NPO 1,2,3,4,5 or 6 to suit	NPO 1,2,3,4,5 or 6 to suit	TR
e	- life cycle replacement of interior fixtures	NPO 1,2,3,4,5 or 6 to suit	NPO 1,2,3,4,5 or 6 to suit	TR
6.4	Lighting Systems common to Social Services Component			
a	- bulb/tube replacement for interior lighting	CoV	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)
b	- annual inspection and maintenance of interior emergency/exit lighting	CoV	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)
c	- interior lighting ballast replacement	CoV	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)
d	- cleaning of interior light fixtures	CoV	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work	(*) = Included (see description) TR = Direct Tenant Responsibility
e	- life cycle replacement of interior fixtures and emergency/exit lighting	CoV	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)/CoV
f	- maintenance and repair of exterior lighting (fixed to the exterior shell of the leased premises)	Head	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)
g	- life cycle replacement of exterior lighting (fixed to the exterior shell of the leased premises)	Head	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)/CoV
6.5	Common Lighting Systems (systems serving more than the leased premises)			
a	- inspection, maintenance and repair	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)
b	-cleaning	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)
c	- life cycle replacement	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)/CoV
7.1	Interior Windows within the leased premises			
a	- breakage and replacement of interior windows	NPO 1,2,3,4,5 or 6 to suit	NPO 1,2,3,4,5 or 6 to suit	TR

SCHEDULE F

PRECEDENT LEASE FOR NON-PROFIT ENTITIES (Cultural/Social)

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work	(*) = Included (see description) TR = Direct Tenant Responsibility
b	- routine repairs and cleaning	NPO 1,2,3,4,5 or 6 to suit	NPO 1,2,3,4,5 or 6 to suit	TR
c	- replacement due to normal wear and tear	NPO 1,2,3,4,5 or 6 to suit	NPO 1,2,3,4,5 or 6 to suit	TR
7.2	Exterior Windows of the leased premises and Canopy			
a	- breakage, routine repairs and replacement of exterior windows or canopy, not caused by the occupant or operations	Head	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)
b	- breakage, repair, and replacement of exterior windows or canopy, caused by the occupant or operations	Head	NPO 1,2,3,4,5 or 6 to suit	TR
c	- cleaning of interior surfaces of exterior windows	NPO 1,2,3,4,5 or 6 to suit	NPO 1,2,3,4,5 or 6 to suit	TR
d	- cleaning of exterior surfaces of exterior windows and canopy	Head	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)
7.3	Common Area Windows			
a	- breakage and repair (not caused by occupants or operations)	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)
b	- breakage and repair (caused by occupants or operations)	Head	Head, NPO 1,2,3,4,5 or 6 to suit	TR

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work	(*) = Included (see description) TR = Direct Tenant Responsibility
c	- cleaning (of interior and exterior surfaces)	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)
d	- life cycle replacement	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)/CoV
7.4	Interior doors of the Leased Premises and Suite Entry doors			
a	- maintenance and repair, including hardware	NPO 1,2,3,4,5 or 6 to suit	NPO 1,2,3,4,5 or 6 to suit	TR
b	- life cycle replacement, including hardware	NPO 1,2,3,4,5 or 6 to suit	NPO 1,2,3,4,5 or 6 to suit	TR
7.5	Exterior doors of the Social Service Component			
a	- maintenance and repair, including hardware	Head	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)
b	- life cycle replacement, including hardware	Head	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)/CoV
7.6	Common Area Doors and Gates			
a	- maintenance and repair	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)
b	- life cycle replacement	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)/CoV

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work	(*) = Included (see description) TR = Direct Tenant Responsibility
8.1	Interior Surfaces dedicated to or within each of NPO 1, 2, 3, 4, 5 and 6 leased premises			
a	- interior life cycle repainting	NPO 1,2,3,4,5 or 6 to suit	NPO 1,2,3,4,5 or 6 to suit	TR
b	- provision of, maintenance and cleaning of window applications including, but not limited to blinds and curtains	NPO 1,2,3,4,5 or 6 to suit	NPO 1,2,3,4,5 or 6 to suit	TR
c	- repairs to interior walls and ceilings, including minor painting	NPO 1,2,3,4,5 or 6 to suit	NPO 1,2,3,4,5 or 6 to suit	TR
d	- life cycle replacement of ceiling tiles	NPO 1,2,3,4,5 or 6 to suit	NPO 1,2,3,4,5 or 6 to suit	TR
e	- interior repairs due to building system failures such as roof leaks, exterior walls and foundation leaks not caused by the occupant or operations	CoV	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)/CoV
f	- maintenance and repairs of floor coverings, including carpet and tile	NPO 1,2,3,4,5 or 6 to suit	NPO 1,2,3,4,5 or 6 to suit	TR
g	- life cycle replacement of floor coverings	NPO 1,2,3,4,5 or 6 to suit	NPO 1,2,3,4,5 or 6 to suit	TR

SCHEDULE F

PRECEDENT LEASE FOR NON-PROFIT ENTITIES (Cultural/Social)

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work	(*) = Included (see description) TR = Direct Tenant Responsibility
h	- maintenance and repair of millwork	NPO 1,2,3,4,5 or 6 to suit	NPO 1,2,3,4,5 or 6 to suit	TR
i	replacement of millwork	NPO 1,2,3,4,5 or 6 to suit	NPO 1,2,3,4,5 or 6 to suit	TR
8.2	Interior Surfaces dedicated to the Social Service Component			
a	- maintenance and repairs for general wear and tear	CoV	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)
b	- capital maintenance or replacements	CoV	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)
8.3	Common Area Interior Surfaces (outside of the Social Service Component)			
a	- maintenance and repairs	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)
b	- capital maintenance or replacements	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)
9.1	Major Structural Systems within the Building			

SCHEDULE F

PRECEDENT LEASE FOR NON-PROFIT ENTITIES (Cultural/Social)

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work	(*) = Included (see description) TR = Direct Tenant Responsibility
a	- maintenance and repairs of foundations, flooring sub-structure, building envelope including bearing walls, awning and roofing, due to damage related to the tenancy	Head	Tenant responsible for the damage	TR
b	- replacements of foundations, flooring sub-structure, building envelope including bearing walls, awning and roofing, due to damage not related to the tenancy	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)/CoV
c	- repairs and painting of exterior surfaces including windows, trim, fascia and soffits	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)
d	- exterior life-cycle repainting	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)/CoV
e	-cleaning of eaves troughs, gutters and awning	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)
10.1	Site Services within the Social Service Component			
a	-graffiti removal	CoV	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)
10.2	Common Site Services outside of the leased premises			
a	- landscaping repairs and maintenance	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work	(*) = Included (see description) TR = Direct Tenant Responsibility
b	- grass cutting	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)
c	- general cleaning of grounds, litter disposal	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)
c.1	- safe pick-up and disposal of any discarded drugs and needles/drug paraphernalia as per unit #101 lease	NPO 5/unit #101	NPO 5/unit #101	TR
d	- snow and ice removal from steps, walkways, entrances including provision of de-icing materials	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)
e	- snow and ice removal from entrance to parking areas	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)
f	- snow and ice removal from roof areas, canopies, and/or awnings (if applicable)	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)
g	- repairs of water and sewage systems (beyond the building perimeter), unless deemed to be caused by the Tenant	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)/CoV
h	- maintenance, repair and replacement of gates and fences (excluding tenant specific gates and fences)	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)
i	- maintenance and repair of parking areas for the leased premises	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work	(*) = Included (see description) TR = Direct Tenant Responsibility
j	- graffiti removal	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)
11.1	Interior Signage within the leased premises			
a	- maintenance, repair and replacement of interior signage	NPO 1,2,3,4,5 or 6 to suit	NPO 1,2,3,4,5 or 6 to suit	TR if Tenant Sign (*) if shared signage
11.2	Exterior Signage (within the leased premises and/or outside the leased premises)			
a	- maintenance, repair and replacement (subject to prior approval of CoV)	NPO 1,2,3,4,5 or 6 to suit	NPO 1,2,3,4,5,6 Proportionate Share 2	TR if Tenant Sign (*) if shared signage
11.3	Signage exterior to the leased premises			
a	- maintenance, repair and replacement (subject to prior approval of CoV)	NPO 1,2,3,4,5 or 6 to suit	NPO 1,2,3,4,5,6 Proportionate Share 2	TR if Tenant Sign (*) if shared signage
12.1	Play Area and Equipment - N/A			N/A
13.1	Janitorial Services dedicated to or within each of NPO 1, 2,3, and 4 leased premises			

SCHEDULE F

PRECEDENT LEASE FOR NON-PROFIT ENTITIES (Cultural/Social)

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work	(*) = Included (see description) TR = Direct Tenant Responsibility
a	- routine janitorial/custodial services	NPO 1,2,3,4,5 or 6 to suit	NPO 1,2,3,4,5 or 6 to suit	TR
b	- pest control services (interior)	NPO 1,2,3,4,5 or 6 to suit	NPO 1,2,3,4,5 or 6 to suit	TR
c	- provision of all washroom supplies	NPO 1,2,3,4,5 or 6 to suit	NPO 1,2,3,4,5 or 6 to suit	N/A
13.2	Janitorial Services for common areas of Social Service component			
a	- routine janitorial/custodial services	CoV	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)
b	- pest control services (interior)	CoV	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)
c	- provision of all washroom supplies	CoV	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)
d	- garbage and recycling removal services	CoV	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)
13.3	Common Area Janitorial Services (outside of the Social Service Component)			
a	- routine janitorial/custodial services	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work	(*) = Included (see description) TR = Direct Tenant Responsibility
b	- pest control services (exterior)	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)
14.1	Appliances, Program and Other Non-Installed Equipment within the leased premises			
a	- inspection, maintenance and repair of all non-building equipment including stoves, refrigerators, microwaves, coolers, free standing cabinets, track lighting	NPO 1,2,3,4,5 or 6 to suit	NPO 1,2,3,4,5 or 6 to suit	TR
b	- replacement of all appliances, program and non-installed equipment	NPO 1,2,3,4,5 or 6 to suit	NPO 1,2,3,4,5 or 6 to suit	TR
c	- maintenance, repair and replacement of furniture	NPO 1,2,3,4,5 or 6 to suit	NPO 1,2,3,4,5 or 6 to suit	TR
15.1	Renovations and Upgrades to the Leased Premises			
a	- any upgrades, additions, enhancements or improvements beyond what was originally provided during construction (subject to prior approval by CoV)	NPO 1,2,3,4,5 or 6 to suit	NPO 1,2,3,4,5 or 6 to suit	TR
16.1	Utilities (dedicated to or within NPO 2 or 6 leased premises)			

SCHEDULE F

PRECEDENT LEASE FOR NON-PROFIT ENTITIES (Cultural/Social)

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work	(*) = Included (see description) TR = Direct Tenant Responsibility
a	- electricity	CoV/NPO 2 /NPO 6 to suit	NPO 2 or 6 to suit	TR
b	- gas	Head	NPO 1,2,3,4,5,6 Proportionate Share 2	N/A
c	- water and sewer	Head	NPO 1,2,3,4,5,6 Proportionate Share 2	N/A
d	-neighbourhood energy utility (NEU)	Head	NPO 1,2,3,4,5,6 Proportionate Share 2	TR
e	- all other municipal utilities charges which appear on the property tax notice	Head	NPO 1,2,3,4,5,6 Proportionate Share 2	TR
16.2	Utilities for common areas of the Social Service component (including shared circulation areas)			
a	- electricity	CoV	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)
b	- gas	Head	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)
c	- water and sewer	Head	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)
d	-neighbourhood energy utility (NEU)	Head	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)

SCHEDULE F

PRECEDENT LEASE FOR NON-PROFIT ENTITIES (Cultural/Social)

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work	(*) = Included (see description) TR = Direct Tenant Responsibility
e	- all other municipal utilities charges which appear on the property tax notice	Head	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)
16.3	Common Utilities (outside of the Social Service component)			
a	- electricity	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)
b	- gas	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)
c	- water and sewer	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)
d	-neighbourhood energy utility (NEU)	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)
e	- all other municipal utilities charges which appear on the property tax notice	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)
17.1	Business Operations			
a	- staff costs	NPO 1,2,3,4,5 or 6 to suit	NPO 1,2,3,4,5,6 to suit	TR

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work	(*) = Included (see description) TR = Direct Tenant Responsibility
b	- telephone, internet & cable services	NPO 1,2,3,4,5 or 6 to suit	NPO 1,2,3,4,5,6 to suit	TR
c	- insurance (CGL, business interruption, contents, etc.)	NPO 1,2,3,4,5 or 6 to suit	NPO 1,2,3,4,5,6 to suit	TR
d	- supplies and equipment, including for bathrooms	NPO 1,2,3,4,5,6 to suit	NPO 1,2,3,4,5,6 to suit	TR
e	- security services	NPO 1,2,3,4,5,6 to suit	NPO 1,2,3,4,5,6 Proportionate Share 2	TR

Life Cycle Replacement

Life cycle replacement is based on fair wear and tear. The need of such replacement is at the Landlord’s sole discretion.

Damage

Notwithstanding the foregoing, it is a condition hereof that the Landlord’s obligation to maintain, repair, and replace parts of the Premises as indicated above is always subject to the availability of funds currently budgeted by the Landlord for such purposes at the Premises.

SCHEDULE ____

PUBLIC SERVICE REQUIREMENTS

This Schedule ____ forms part of the Agreement made as of _____ 20__, between the City of Vancouver (the "Landlord") and _____ (the "Tenant"). A breach of the requirements of this Schedule will constitute a breach under Section ____ of the Agreement.

1. Landlord's Requirements:

The Landlord requires that the Premises be used and occupied in accordance with the following:

- (a) in a manner that is consistent with the City of Vancouver's policy objectives set out as follows in Council Report RTS _____, (approved <date> _____, 20__):

Specifically, the following public benefits must be provided by the Tenant in the Premises:

- (b) in a manner that is consistent with, and upholds the following principles to the satisfaction of the City of Vancouver's Managing Director of Social Policy and Projects:

- i) Accessibility and Inclusion: the Tenant will demonstrate accommodation, welcomeness and openness to people of all ages, abilities, sexual orientations, gender identities (including trans*, gender-variant and two-spirit people), ethnicities, cultural backgrounds, religions, languages, under-represented communities and socio-economic conditions in the Tenant's policies, practices and programs except in instances where the exclusion of some group is required for another group to be effectively targeted.

- ii) Financial Management: the Tenant will demonstrate sound financial planning and management practices to sustain current and longer-term programming and operation of the Premises.
- iii) Leadership: the Tenant will have sound management in place and an engaged board of directors, with the appropriate representation of communities served and the skills and expertise to support the Tenant’s use, Mission, Vision and Mandate. The board of directors must function in a governance role, be active in setting direction, policy and long-term planning, and fulfill their legal and fiduciary responsibilities.
- iv) Alignment with the City of Vancouver’s Mission and Values: the Tenant’s use of the Premises must align with the City of Vancouver’s Mission and Values, as set out below:

The City of Vancouver’s Mission: to create a great city of communities that cares about its people, its environment, and its opportunities to live, work, and prosper.

The City of Vancouver’s Values: being responsive to the needs of citizens and colleagues, striving for the best results, approaching work with unbiased judgement and sensitivity, being open and honest, and honouring commitments; setting examples that others will choose to follow, and being a learning organization that grows through its experiences.

The City of Vancouver is committed to A Healthy City for All – a city where everyone can create and continually improve the conditions that enable the highest level of health and well-being possible.

The foregoing principles may be amended from time to time by the Landlord and if so amended, the Landlord will notify the Tenant in writing of such amendments and will include a copy of same and the Tenant will abide by such amended principles as though they were originally contained herein;

(c) only for the purpose set out in Section _____ of the Agreement and specifically:

(collectively, the “Landlord’s Requirements”).

2. Tenant’s Acknowledgement, Representations and Covenants

- (a) Acknowledgement: the Tenant acknowledges that the Landlord has been authorized by Vancouver City Council to lease the Premises, for the public benefit, to the Tenant in its capacity as a non-profit public-service organization that meets the Landlord’s Requirements, and that the Landlord has relied on the Tenant’s representations and covenants hereinafter set out, in determining that the Tenant is an appropriate tenant for the Premises.

(b) Representations: the Tenant represents that its Mission, Vision and Mandate are as follows:

Mission:

Vision:

Mandate:

The Landlord acknowledges that the Tenant’s organization may evolve, expand, contract, diversify or specialize over time (for example, by offering new types of services to meet emerging community needs), and that such changes may necessitate revisions to the Tenant’s Mission, Vision and Mandate from time to time. The Tenant will notify the Landlord immediately of any such revisions, and such revisions will be permissible, PROVIDED that the Tenant, in the Landlord’s sole discretion, continues to be a non-profit, public-service organization, and the Tenant’s use of the Premises continues to be a Permitted Use that meets the Landlord’s Requirements.

(c) Covenants: throughout the Term of the Agreement, the Tenant covenants that it will consistently, actively and rigorously implement, promote, advance and fulfil the Landlord’s Requirements and its Mission, Vision and Mandate through its use of the Premises.

The Tenant will fulfill its Mission in the following way(s):

The Tenant will fulfill its Vision in the following ways(s):

The Tenant will fulfill its Mandate in the following way(s):

3. Reporting and Monitoring

The Tenant will report to the Landlord about its use and operation of the Premises on an annual basis, by no later than December 31st, or as frequently as may otherwise be reasonably required by the Landlord. Reports must be made in a form and manner that satisfy the Landlord's reporting requirements in effect from time to time. The Landlord will notify the Tenant in writing of any changes to its reporting requirements, and the Tenant will abide by such amended reporting requirements as though they were originally contained herein.

The Landlord's current reporting requirements are as follows:

ANNUAL REPORTING:

- (a) the name and contact information of the key persons for the Tenant at the Premises;
- (b) a current list of directors and officers of the Tenant including their terms, positions and affiliations;
- (c) financial statements of the Tenant, including at a minimum a statement of income and expenses for the Premises, for the most recently available fiscal year independently prepared at the Tenant's expense by an accounting professional (review engagement or audit) OR financial statements, including at a minimum a statement of income and expenses for the Premises, endorsed

by two signing officers of the Board of Directors, if independently prepared or audited statements are not available;

- (d) a proposed annual budget for the Premises with an estimate of all revenues and expenditures as well as a maintenance reserve sufficient to meet the Tenant's obligations under the Agreement, in a form acceptable to the Landlord, which must have first been approved by the directors of the Tenant;
- (e) a summary of activities for the past fiscal year demonstrating how the Tenant has implemented its Mission, Vision and Mandate through its use of the Premises and complied with the Landlord's Requirements;
- (f) a summary of activities at the Premises for the past fiscal year demonstrating how the Tenant has complied with the Maintenance Plan and Service Level Agreement requirements;
- (g) a summary of activities at the Premises planned for the coming fiscal year;
- (h) a summary (including users, dates, rental fees, and MOUs or other agreements if any) of third party and community uses at the Premises and rental rates charged.

OTHER REPORTING:

The Tenant shall submit an annual maintenance plan as outlined in the Agreement in Section ____ and in the Service Level Agreement.

The Tenant must provide evidence of good standing as a not-for-profit or charity (submit a current Corporate Registry Search from BC Registry Services) every five years of the Term or Renewal Term(s).

In the Landlord's discretion, the Tenant may also be required from time to time to provide a copy of its strategic plan, board minutes, and a summary of governance policies.

In advance of granting any renewal of the Agreement, the Landlord will review whether the Tenant has met the Landlord's Requirements.

4. AMENDMENTS

The Tenant shall not make any changes to this schedule without the prior written approval of the City of Vancouver's Managing Director of Social Policy and Projects.

SCHEDULE 7 – Budget Template

**Budget Template for One Year of Operations -
1101 Seymour Street Social Purpose Facility**

Note: Data can only be entered in yellow cells.

Organization Name:					
BUDGET	Proposed Budget	In Kind? Y/N	Status (applied for, approved or received)	NOTES	
REVENUES					
Grants, in-kind donations, fundraising and other income List each individual revenue source, e.g., specific Provincial Ministries, Federal Departments, Foundations, etc.					
Program Fees List by general category of fee-based programs, to be delivered at the Social Purpose Facility					
Total Program Revenues		-			
PROGRAM EXPENDITURES					
Salaries + Benefits (for operations of the Social Purpose Facility only)					
Program Expenses					
Administrative Expenses					
Building Operating Costs (est. \$8.50 sq.ft.)					
Other (list below):					
1.					
2.					
3.					
4.					
5.					

SCHEDULE F

PRECEDENT LEASE FOR NON-PROFIT ENTITIES (Cultural/Social)

Total Program Expenditures	-			
SURPLUS (DEFICIT)	-			