

NO: **R273**

COUNCIL DATE: **December 19, 2016**

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## REGULAR COUNCIL

TO: **Mayor & Council** DATE: **December 14, 2016**

FROM: **General Manager, Parks, Recreation and Culture** FILE: **7850-01**  
**City Solicitor**

SUBJECT: **10660 City Parkway Art Space Partnering & Operating Agreement**

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## RECOMMENDATION

The Parks, Recreation and Culture Department and Legal Services Division recommend that Council:

1. Receive this report as information; and
2. Approve, subject to compliance with the public notice provisions of the *Community Charter*, the execution by the appropriate City officials of the proposed Partnering & Operating Agreement between the City of Surrey, the Royal Canadian Theatre Company and Streetrich Hip Hop Society, substantially in the form attached to this report as Appendix "I" and which is generally described in this report.

## INTENT

The purpose of this report is to obtain Council's approval to execute a Partnering & Operating Agreement between the City, Royal Canadian Theatre Company and Streetrich Hip Hop Society that outlines the operation of the new Art Space in City Centre, located at 10660 City Parkway.

## BACKGROUND

10660 City Parkway is a City-owned commercial property located across the street from the Chuck Bailey Recreation Centre and Youth Park in City Centre. A capital budget of \$250,000 was approved as part of the 2016 Five Year (2016-2020) Financial Plan Capital Program. The budget was allocated to cover a modest scope of improvements to ready it for use as an Art Space.

In 2015, the City issued a request for Expressions of Interest to the community to identify an arts group to operate the renovated space. Streetrich Hip Hop Society and the Royal Canadian Theatre Company were selected as the successful proponents to form a Consortium. Site construction began in September 2016, with completion expected by December 15, 2016.

Parks, Recreation and Culture staff have been working with Legal Services to develop a Partnering & Operating Agreement based on existing partnership models the City has with the Arts Council of Surrey in the operation of the Newton Cultural Centre.

## DISCUSSION

City staff are proposing a five (5) year Partnering & Operating Agreement between the City of Surrey, Streetrich Hip Hop Society and the Royal Canadian Theatre Company. Subject to Council approval, the Partnering & Operating Agreement will commence on January 15, 2017. Under the terms of the proposed Partnering & Operating Agreement, Streetrich Hip Hop Society and the Royal Canadian Theatre Company will be responsible for the day-to-day operation and programming of the Arts Space, as well as an allocated portion of the maintenance and operating costs. The City will be responsible for the grounds and building maintenance.

## SUSTAINABILITY CONSIDERATIONS

10660 City Parkway supports the following desired outcomes identified in the City's Sustainability Charter under the Community Theme of "Education and Culture":

- DO7: An enviable and vibrant arts and heritage sector contributes to Surrey's citizen engagement, enrichment, economy, community livability and civic pride.
- DO8: Arts, heritage and entertainment spaces are incorporated throughout the City.
- DO12: Surrey nurtures a unique participatory community-based arts scene.

Further, this initiative is aligned with the following Strategic Directions identified in Charter:

- SD8: Support the growth of a diverse arts sector through the development of Surrey's Cultural Corridor.
- SD9: Support the development of local artists of all ages and through all stages.
- SD11: Create better access to arts, heritage and cultural facilities and services at the neighbourhood level.
- SD12: Develop community-based arts and heritage space and programming throughout the City.

## CONCLUSION

Based on the above discussion, it is recommended that Council approve, subject to compliance with the public notice provisions of the *Community Charter*, the execution by the appropriate City officials of the proposed Partnering & Operating Agreement between the City of Surrey, the Royal Canadian Theatre Company and Streetrich Hip Hop Society, substantially in the form attached to this report as Appendix "I" and which is generally described in this report.

Laurie Cavan  
General Manager  
Parks, Recreation and Culture

Craig MacFarlane  
City Solicitor

Appendix "I" Partnering & Operating Agreement between the City of Surrey, The Royal Canadian Theatre Company and Streetrich Hip Hop Society

**PARTNERING & OPERATING AGREEMENT**

This Operating Agreement is dated for reference the 5<sup>th</sup> of December 2016.

BETWEEN:

**CITY OF SURREY**

13450 – 104 Avenue  
Surrey, B.C.  
V3T 1V8

(the "Landlord")

OF THE FIRST PART

AND:

**THE ROYAL CANADIAN THEATRE COMPANY**

6671 – 152 Street  
Surrey, B.C.  
V3S 3L3

AND:

**STREETRICH HIPHOP SOCIETY**

3940 Hastings Street  
Burnaby, B.C.  
V5C 6C1

(collectively the "Operator")

OF THE SECOND PART

WITNESSES THAT WHEREAS:

1. The Landlord is the registered owner of the Premises as hereinafter defined;
2. The Operator was selected after responding to the City of Surrey's issuance of Request for Expressions of Interest and Statements of Qualifications – Artistic Use of City Space (Reference No.: 1220-050-2015-013);
3. The Operator has developed a written framework to describe and govern its internal processes and decision-making (a copy of which is attached as Schedule D), which the Landlord has reviewed.

NOW THEREFORE in consideration of the Rent, grants, covenants and agreements hereinafter reserved and contained, the parties hereto grant, covenant and agree as follows:

**1. DEFINITIONS AND SCHEDULES**

**1.1 Definitions**

In this Agreement, including the recitals hereof and the Schedules attached hereto, the following words and expressions have the following meanings:

- (a) "Additional Rent" has the meaning as defined in Section 3.1(b) of this Agreement.
- (b) "Agreement" means this operating agreement executed by the Landlord and the Operator, as amended in writing from time to time.
- (c) "Assistance" has the same meaning as in the *Community Charter*, S.B.C. 2003 c. 26.
- (d) "Building" means a 2500 sq. ft. portion of the structure located at 10660 City Parkway (as shown outlined with a black line in Schedule C), which is constructed on the Lands.
- (e) "City" means the City of Surrey, British Columbia in its capacity as the municipality having jurisdiction over the Premises and any successor in function to the City of Surrey.
- (f) "Commencement Date" means January 15, 2016.
- (g) "Lands" means the lands owned by the Landlord with a civic address of 10660 City Parkway and that are currently legally described as: PID 012-997-684, Parcel 'A' Section 22 Block 5 North Range 2 West New Westminster District Reference Plan 80330.
- (h) "Landlord" means City of Surrey and its successors and assigns as landlord under this Agreement. In Articles that contain a release or other exculpatory provision in favour of the Landlord, "Landlord" includes the councillors, officers, employees and agents of the Landlord.
- (i) "Premises" means the Lands and the Building and other structures and improvements erected on the Lands.
- (j) "Prepaid Rent" has the meaning as defined in Section 3.1(a) of this Agreement.
- (k) "Rent" means the Prepaid Rent and Additional Rent.

- (l) "Taxes" means all taxes, rates, duties, levies, assessments, including school taxes, local improvement rates and other charges which now are or shall or may be levied, assessed or charged against the Building whether municipal, regional, provincial or federal.
- (m) "Term" means the period of time commencing on the Commencement Date and ending on the day which is Five (5) years later. The Term is subject to earlier termination or to renewal as set out in this Agreement.

## **1.2 Schedules**

All Schedules to this Agreement are incorporated into and form an integral part of this Agreement and are as follows:

### SCHEDULE

A	RULES AND REGULATIONS
A-1	GUIDING PRINCIPLES
A-2	FACILITY NAMING POLICY
A-3	SPONSORSHIP POLICY
B	DIVISION OF OPERATIONAL AND MAINTENANCE RESPONSIBILITIES
C	DESIGN OF BUILDING AND LAYOUT
D	OPERATOR'S WRITTEN FRAMEWORK

## **2. INTENT, TERM, USE AND SURRENDER**

### **2.1 Intent**

The intent of this Agreement is to establish the guidelines under which the Operator will be authorized to operate the Building. The parties agree to conduct themselves in accordance with the principles articulated in the Guiding Principles, attached as Schedule A-1.

### **2.2 Use and Name**

- (a) The Operator shall use the Building for the purpose of operating a not for profit arts facility for the promotion of arts and culture in the City of Surrey, which includes rehearsals, recitals, galleries, performances, workshops, special events, office space for staff and for purposes incidental thereto (the "Use"), and shall not use nor allow or permit the Building, or any part thereof to be used for any other purpose or use, without the prior written approval of the Landlord.
- (b) The Operator shall submit its rental fees to the Landlord (for the purposes of notification only) before fees are applied to the general public. For greater certainty, the Operator is not required to obtain the Landlord's

approval in order to establish or collect rental fees for third party use of the Building.

Any fees charged by the Operator must be consistent with, and not exceed, those at comparable City facilities. The Operator must also provide the Landlord with three (3) months written notice of any changes to the rental fees.

- (c) The Operator shall provide equal opportunity for third party groups to reserve time in the Building. The Operator shall handle bookings equitably in relation to those time periods that are made available by the Operator for third party use.

### **2.3 Renewal**

Where the parties agree to do so by mutual consent, the Term of this Agreement may be renewed one (1) time, for a five (5) year period.

In accordance with Section 5.1, the Operator and the City shall meet at least six (6) months prior to the end of the Term, and each subsequent renewal term as the case may be, in order to assess the Operator's relationship with art groups that have been using the Building and to determine whether the parties mutually desire to renew the Term of this Agreement. Where the parties do so agree, at least six (6) months before the end of the Term or subsequent renewal term, as the case may be, the Operator shall serve written notice on the City in respect of each such renewal, after which the City shall serve written notice on the Operator consenting to same.

### **2.4 Surrender by the Operator at Expiry of Term**

- (a) At the expiry of the Term or the earlier termination of this Agreement, the Operator shall deliver to the Landlord copies of all maintenance logs, operating manuals, reports and records in the possession or control of the Operator which pertain to the Building.
- (b) At the expiry of the Term, the Operator shall surrender the Building without any payment to the Operator and in the state of repair required to be maintained under this Agreement except for normal wear and tear.
- (c) The Operator covenants that it will upon such expiry or earlier termination leave the Building in a clean and tidy condition.
- (d) Notwithstanding the termination of this Agreement, whether at the expiry of the Term or earlier, the Operator shall remain liable to the Landlord for any default by the Operator during the Term.

## **2.5 Overholding**

If the Operator overholds and continues to occupy the Building after the expiry of the Term and the Landlord agrees to accept Rent at the rate hereby reserved, the new tenancy thereby created shall be a tenancy from month to month, and will be subject to the same covenants and conditions as herein contained. Such new tenancy may be terminated at any time by either the Landlord or the Operator by notice to the other party with the termination date to be set out in the notice and to be at least sixty (60) days after delivery of the notice.

## **3. RENT**

### **3.1 Rent**

The Operator covenants with the Landlord to pay, without any deduction, set-off or abatement whatsoever and without any prior demand therefore the aggregate of following as Rent:

- (a) Prepaid Rent of \$25.00 per annum, payable 30 days following the Commencement Date in each year throughout the Term.
- (b) Additional Rent to commence 30 days following the Commencement Date and continue throughout the Term, for such other amounts, charges, costs, and expenses as are required to be paid by the Operator, including but not limited to those amounts, charges, costs, and expenses set out in Article 6 of this Agreement, to the Landlord pursuant to this Agreement in addition to Prepaid Rent.

For greater clarity, the parties' intention with respect to Rent is that the Operator will make a nominal payment as Prepaid Rent each year throughout the Term. During the Term, the Operator will also pay a gradually-increasing portion of the expenses shown in Appendix B, while the portion of these expenses that are the Landlord's responsibility correspondingly declines.

### **3.2 Commencement of Rent**

The Operator's obligation for payment of Prepaid Rent and Additional Rent shall commence 30 days after the Commencement Date.

### **3.3 Payments of Rent**

Rent will accrue from day to day and any calculation of Rent for a period of less than one year shall be pro-rated on a per diem basis. All payments of Rent shall be paid to the City of Surrey, c/o Real Estate Services Division, 13450 - 104 Avenue Surrey, B.C. V3T 1V8 or at such other place as the Landlord designates in writing, in lawful money of Canada without any prior demand therefore.

### **3.4 Rent Past Due**

If the Operator fails to pay any Rent, or other amount when it is due and payable by the Operator under this Agreement, such unpaid amounts shall bear interest at the Penalty Rate from the due date to the date of payment.

### **3.5 Taxes on Rent**

The Operator shall pay any applicable goods and services taxes, sales taxes or other taxes now or hereafter assessed, levied or imposed, whether on the Landlord or the Operator, in respect of the Rent or the operation of the Building.

## **4. ENVIRONMENTAL CONCERNS**

### **4.1 Definitions**

For the purposes of this Article:

- (a) "Contaminants" means any pollutants, contaminants, deleterious substances, underground or aboveground tanks, asbestos materials, hazardous, corrosive or toxic substances, special waste or waste of any kind or any other substance which is now or hereafter prohibited, controlled or regulated under Environmental Laws;
- (b) "Environmental Laws" means any statutes, laws, regulations, orders, bylaws, standards, guidelines, permits and other lawful requirements of any governmental authority having jurisdiction over the Premises now or hereafter in force relating in any way to the environment, health, occupational health and safety or transportation of dangerous goods, including the principles of common law and equity; and
- (c) "Existing Contaminants" means the Contaminants, if any, existing in or on the Lands as of the Commencement Date.

### **4.2 Operator's Covenants and Indemnity**

The Operator covenants and agrees as follows:

- (a) not to install, store, use and dispose of any Contaminants on the Premises except any Contaminants that are necessary for the normal operation of the Arts Space, and to install, store, use and dispose of all such Contaminants strictly in accordance with applicable Environmental Laws;
- (b) to strictly comply, and cause any person for whom it is in law responsible to comply, with all Environmental Laws regarding the use and occupancy of the Arts Space;



- (c) to promptly notify the Landlord in writing of any release of a Contaminant or any other occurrence or condition at or on the Premises which could contaminate the Premises or subject the Landlord or the Operator to any fines, penalties, orders, investigations or proceedings under Environmental Laws;
- (d) on the expiry or earlier termination of this Agreement or at any time if required by any authority pursuant to Environmental Laws, to remove from the Arts Space all Contaminants and to remediate any contamination of the Premises resulting from Contaminants related to or resulting from use of the Arts Space, in either case brought onto, used at or released from the Premises by the Operator or any person for whom it is in law responsible. The Operator shall perform these obligations promptly at its own cost and in accordance with Environmental Laws. All such Contaminants shall remain the property of the Operator, notwithstanding any rule of law or other provision of this Agreement to the contrary and notwithstanding the degree of their affixation to the Premises; and
- (e) to indemnify the Landlord and its councillors, directors, officers, employees, agents, successors and assigns, from any and all liabilities, actions, damages, claims, losses, costs, fines, penalties and expenses whatsoever (including all legal and consultants' fees and expenses and the cost of remediation of the Premises) arising from or in connection with:
  - (i) any breach of or non-compliance with the provisions of this Article 4 by the Operator; or
  - (ii) any release or alleged release of any Contaminants at or from the Premises related to or as a result of the use and occupation of the Arts Space by the Operator or any person for whom it is in law responsible or any act or omission of the Operator or any person for whom it is in law responsible.

#### **4.3 Survival**

The obligations of the Operator under Article 4 shall survive for Five (5) years following the expiry or earlier termination of this Agreement.

### **5. LANDLORD'S REPRESENTATIONS AND COVENANTS**

#### **5.1 Coordination Meetings**

The Operator shall schedule and attend regular meetings with the Landlord, as represented by City staff from the Parks, Recreation and Culture Department, in order to discuss operational and programming issues related to the Building.

These regular meetings may also be attended, at the discretion of the Landlord and the Operator, both acting reasonably, by other arts groups in order to discuss, among other things, coordinating the delivery of arts programs within the City.

In the event that an issue is identified and cannot be resolved to the satisfaction of both parties, the matter will be immediately referred to senior representatives of each party, as described in Section 5.2.

## **5.2 Annual Review Meetings**

Senior representatives of the Landlord and the Operator will meet twice annually, on dates acceptable to both parties, to review compliance with this Agreement and any relevant factors requiring modification.

## **5.3 Programming, Registration & Facility Booking**

(a) The Operator will be responsible for all booking of rooms within the Building.

## **5.4 Provision of Assistance to the Operator**

The City agrees to provide the following type of Assistance, subject to all applicable statutory restrictions, to the Operator in connection with the operation and use of the Building:

- (a) permitting the Operator to use the Building for less than market value;
- (b) permitting the provision or secondment of City employees or employee time to participate in Coordination Meetings and Annual Review Meetings as well as working with the Operator on the development of collaborative community cultural programs and to coordinate the delivery of said programs with other City services and programs.

## **6. OPERATOR'S COVENANTS**

The Operator covenants and agrees with the Landlord as follows:

### **6.1 Payment**

The Operator shall pay to the Landlord as and when required hereunder, without any deduction, abatement or set-off of any type or for any reason, all Rent hereby reserved and all other sums to be paid by the Operator to the Landlord hereunder.

### **6.2 Operator's Taxes**

The Operator shall pay when due the Taxes from and after the Commencement Date and thereafter during the Term.

### **6.3 Delinquent Taxes**

If the Operator shall in any year during the Term fail to pay the Taxes under Section 6.2 when due, the Operator shall pay all penalties and interest at the percentage rate or rates established by the City or any other taxing authority for unpaid real property taxes in the City and, in addition thereto, if such be the case, penalties and interest fixed by the City or any other taxing authority for delinquent taxes, but so that the Operator shall only be obligated to pay such penalties and interest as would be payable by other taxpayers in the City in like case.

### **6.4 Utility Charges and Business Taxes**

The Operator agrees to pay when due, at the Operator's sole expense and for its own account, from and after the Commencement Date and thereafter during the Term:

- (a) all utility charges including, but not limited to gas, electricity, fuel and telephone, rates, and assessments which are properly charged, levied or assessed in connection with the Building or any part thereof, all as indicated in Schedule B;
- (b) all business taxes, license fees and similar taxes which may be charged, levied or assessed in connection with the Building or any part thereof or which are levied or assessed against the Operator, or other person carrying on business therein or therefrom; and
- (c) all other charges and expenses relating to the Building which are the responsibility of the Operator pursuant to this Agreement.

### **6.5 Landlord to Provide Notices**

The Landlord shall forward to the Operator all bills and notices with respect to the payments called for in Article 6 which are received by the Landlord from third parties.

### **6.6 Evidence of Payment**

The Operator shall produce to the Landlord at the request of the Landlord satisfactory evidence of the due payment by the Operator of all payments required to be made by the Operator under this Agreement.

### **6.7 No Nuisance**

The Operator shall not at any time during the Term, use or carry on or permit or suffer to be used, exercised or carried on, in or upon the Premises or any part thereof any noxious, noisome or offensive act, trade, business, occupation or calling, and no act, matter or thing whatsoever shall at any time during the Term

be done in or upon the Premises or any part thereof which shall cause an annoyance, be a nuisance to, damage or disturb the adjoining lands and properties.

#### **6.8 No Obstruction**

The Operator shall not permit any vehicles belonging to the Operator to cause an obstruction on any roads, driveways in the neighbourhood of the Premises, or prevent the ingress and egress to occupants of adjacent properties, and will use its best endeavours to ensure that persons doing business with the Operator and its servants and workmen shall not permit any vehicles to cause any such obstruction.

#### **6.9 Compliance with Laws**

Subject to this Agreement, the Operator shall comply at its own expense with all municipal, provincial, and federal sanitary, fire, safety, liquor and special event laws, bylaws, regulations, and requirements pertaining to the operation and use of the Arts Space, the condition of the improvements, trade fixtures, furniture, and equipment installed therein, and the making by the Operator of any repairs, changes or improvements therein.

#### **6.10 Rules and Regulations**

The Operator covenants and agrees to observe, and to cause its employees, invitees, and others over whom the Operator can reasonably be expected to exercise control to observe the Rules and Regulations attached as Schedule A, and such further reasonable rules and regulations and changes therein as may hereafter be made by the Landlord, of which notice in writing shall be given to the Operator; and all such rules and regulations shall be deemed to be incorporated into and form part of this Agreement.

#### **6.11 Safety Orientation**

Without limiting the application of Section 6.7, the Operator must ensure that all of its employees, invitees and others over whom it can be reasonably expected to exercise control (including sub-contractors) undergo and complete a safety orientation, as approved by the Landlord, regarding (among other things) safe collection and disposal of hazardous materials, use of ladders, and relevant WorkSafeBC guidelines and requirements.

#### **6.12 Permits, Licenses and Tariffs**

The Operator shall abide by and comply with the *Copyright Act* (Canada), and regulations provided for by the Society of Composers, Authors and Music Publishers of Canada (“SOCAN”). The Operator shall do everything that is required to comply with SOCAN and Re:Sound (Re:Sound Music Licensing Company) requirements, including payment of all required fees and tariffs.

**7. CONDITIONS PRECEDENT**

The obligations and duties of the parties as contemplated in this Agreement are subject to the following conditions:

- (a) on or before December 23, 2016 publication of a notice of assistance in accordance with Sections 24 and 94 of the *Community Charter*; and

These conditions are for the sole benefit of the City. Unless they are waived or declared fulfilled by written notice given by the City to the Operator on or before the date specified, this Agreement will be at an end and neither party shall have any further obligation to the other.

**8. SUBLETTING AND DISPOSITIONS**

**8.1 Subletting by Operator**

The Operator may and is hereby authorized during the Term to licence the Building or any part thereof to groups and individuals, without the prior written consent of the Landlord.

If the Building or any part thereof is licensed to a group or individual in accordance with this Section, said group or individual must be added as an additional insured to the insurance policies described in Section 9.2.

**8.2 Assignment by Operator**

Except as provided in Section 8.1, the Operator shall not and will not during the Term as hereinafter provided, assign, transfer or sell or otherwise, by any act or deed, cause this Agreement or any interest therein to be assigned, transferred to sold to any Person without the consent in writing of the Landlord, such consent may be unreasonably withheld.

**9. INSURANCE AND LIABILITY**

**9.1 Landlord's Insurance**

The Landlord will insure all parts of the physical structure of the Building.

**9.2 Operator's Insurance**

The Operator shall take out and keep in force during the Term:

- (a) commercial general liability (including bodily injury, death, and property damage) insurance on an occurrence basis with respect to the business carried on, in, or from the Building and the Operator use and occupancy thereof, of not less than \$5,000,000 per occurrence, which insurance shall include the Landlord as an additional insured and shall protect the

Landlord in respect of claims by the Operator as if the Landlord were separately insured;

- (b) insurance for all movable property owned by the City that is located within the Building in an amount sufficient to replace all such property; and
- (c) Operator's legal liability insurance in an amount not less than Two Million Dollars (\$2,000,000).

All insurance required to be maintained by the Operator hereunder shall be on terms and with insurers to which the Landlord has no reasonable objection and shall provide that such insurers shall provide to the Landlord 30 days' prior written notice of cancellation or material alteration of such terms. The Operator shall furnish to the Landlord certificates or other evidence acceptable to the Landlord as to the insurance from time to time required to be effected by the Operator and its renewal or continuation in force, either by means of a certified copy of the policy or policies of insurance with all amendments and endorsements or a *certificate* from the Operator's insurer which, in the case of comprehensive general liability insurance, shall provide such information as the Landlord reasonably requires. If the Operator shall fail to take out, renew, and keep in force such insurance the Landlord may do so as the agent of the Operator and the Operator shall repay to the Landlord any amounts paid by the Landlord as premiums forthwith upon demand.

### **9.3 Limitation of Landlord's Liability**

The Operator agrees that:

- (a) the Landlord shall not be liable for any bodily injury to or death of, or loss or damage to any property belonging to, the Operator or its employees, invitees, or licensees or any other person in, on, or about the Premises, or for any interruption of any business carried on in the Premises, and, without limiting the generality of the foregoing, in no event shall the Landlord be liable:
  - (i) for any damage other than Insured Damage or for bodily injury or death of anyone which results from fire, explosion, earthquake, flood, falling plaster, gas, electricity, water, rain, snow, dampness, or leaks from any part of the Premises or from the pipes, appliances, electrical system, plumbing works, roof, subsurface, or other part or parts of the Premises or from the roads and other properties adjacent thereto;
  - (ii) for any damage, injury, or death caused by anything done or omitted by the Operator or any of its servants or agents or by any other tenant or person in or on the Premises;

- (iii) for the non-observance or the violation of any provision of any of the Rules and Regulations of the Landlord in effect from time to time or of any licence by another user of the Building or any concessionaire, employee, licensee, agent, customer, officer, contractor, or other invitee of any of them, or by anyone else;
  - (iv) for any act or omission (including theft, malfeasance, or negligence) on the part of any agent, contractor, or person from time to time employed by it to perform any work in or about the Premises;
  - (v) for loss or damage, however caused, to money, securities, negotiable instruments, papers, art work, or other valuables of the Operator or any of its servants or agents; and
  - (vi) for the failure to supply interior climate control when prevented from doing so by strikes, the necessity of repairs, any order or regulation of any body having jurisdiction, the failure of the supply of any utility required for the operation thereof, or any other cause beyond the Landlord's reasonable control.
- (b) the Operator releases and discharges the Landlord from any and all actions, causes of action, claims, damages, demands, expenses, and liabilities which the Operator now or hereafter may have, suffer, or incur which arise from any matter for which the Landlord is not liable under subsection 9.3(a).

## **10. REPAIRS AND MAINTENANCE**

### **10.1 Operator's Repairs**

The Operator covenants with the Landlord that:

- (a) The Operator shall at all times during the Term at its own cost and expense:
  - (i) repair, maintain, and keep the interior of the Building in good order and repair, as a prudent owner would do;
  - (ii) be responsible to acquire, pay for, repair, maintain, and replace all items identified under Operator's responsibility in Schedule B attached hereto.

except repairs for which the Landlord is responsible under Section 10.2, the Operator covenants to perform such maintenance and to effect such repairs and maintenance at its own cost and expense as and when necessary or reasonably required so to do by the Landlord.

- (b) Repairs by Designated Tradesmen

The Operator shall, when necessary, and whether upon receipt of notice from the Landlord or not, effect and pay for such maintenance or repairs as may be the responsibility of the Operator under Section 10.1 provided that no maintenance or repairs to the structure, any perimeter wall, the heating, ventilating, air-conditioning, plumbing, electrical, or mechanical equipment, or the floor shall be made without the prior written consent of the Landlord, and in so doing the Operator shall use contractors or other workmen designated or approved by the Landlord in writing, such approval not to be unreasonably withheld or delayed.

(c) Repair at End of Term

At the end of the Term the Operator shall deliver the Building to the Landlord in the condition in which the Operator is required to maintain the Building by the terms of this Agreement, reasonable wear and tear excepted. This provision shall survive the expiration or earlier termination of the Agreement.

(d) Landlord's Right to Enter for Repairs

The agents and representatives of the Landlord shall have the right to enter the Premises, including the Building, at all times to examine the same, to make alterations or repairs as they shall deem necessary for the safety, preservation, proper administration, or improvement of the Premises. With pre-planned, schedule operations for access for the above a minimum of 24 hours' notice will be provided.

## 10.2 Landlord's Repair

The Landlord covenants with the Operator:

(a) Structural Repairs

To maintain at its own expense the structure of the roof, foundations, subfloors, flooring finishes and inner and outer walls of the Building.

(b) Heating, Ventilating, and Air-Conditioning

To ensure that the heating, ventilation and air condition unit(s) (HVAC) perform as per the original design specifications; re:

- (i) volume of air produced;
- (ii) heating and cooling capacity; and
- (iii) that the filters on the units provide the recommended performance.



(c) Maintenance

The Landlord shall be responsible for the repair, maintenance and replacement (if required) of all items identified under Landlord's responsibility in Schedule B attached hereto. The necessity and the timing of the repairs, maintenance and replacements described in Section 10.2 shall be at the discretion of the Landlord, acting reasonably.

Notwithstanding anything in the Agreement to the contrary, if such repairs set forth in this Section 10.2 are required due to the negligent act or omission of the Operator, its contractors, agents, or employees, the Operator shall pay to the Landlord on demand the cost of such repairs as Additional Rental.

**11. REMEDIES OF THE LANDLORD**

**11.1 Default and Right to Re-Enter**

If and whenever:

- (a) the Operator fails to pay any Rent, or other amounts due under the terms of this Agreement twenty one (21) days next after receipt of notice of default in payment of Rent, or other amounts due;
- (b) the Operator fails to observe or perform any of the other terms, covenants or conditions of this Agreement to be observed or performed by the Operator (in this Section 11.1 referred to as a "Non-Monetary Default"), provided the Landlord first gives the Operator thirty (30) days' notice of any such Non-Monetary Default and unless the Operator commences to remedy the same within such thirty (30) day period and thereafter proceeds to remedy the same with reasonable diligence;
- (c) the Operator shall be wound up, or its existence as a society under the Society's Act terminated; or
- (d) in any one Calendar Year more than three (3) notices of default of Rent have been given by the Landlord;

then and in every such case the Landlord in addition to any other rights or remedies it has pursuant to this Agreement or by law, may re-enter and repossess the Building and such relief as may be available at law or in equity to the Operator and provided that, notwithstanding the foregoing, the Landlord shall have no right to re-enter or repossess the Building for any Non-Monetary Default which is minor, or not reasonably likely to prejudice the Landlord in any material way without limiting the Landlord's other remedies for such a Non-Monetary Default.

## **11.2 Landlord's Right to Cure**

Notwithstanding the foregoing and without limiting any other remedies the Landlord may have arising out of this Agreement or at law, upon the happening of a default by the Operator under this Agreement, and the failure to remedy such default within the time limits set forth in Section 11.1, the Landlord shall have the right without any re-entry or termination of this Agreement, to enter upon the Arts Space and cure or attempt to cure such default (but this shall not obligate the Landlord to cure or attempt to cure any such default or, after having commenced to cure or attempt to cure such default, to continue to do so).

## **12. TERMINATION**

### **12.1 Events of Default**

This Agreement may be terminated as follows:

- (a) by agreement of the parties;
- (b) by the Landlord, if there is a material default by the Operator of any of the Operator's duties or obligations under this Agreement;
- (c) by the Operator, if there is a material default by the Landlord of any of the Landlord's duties or obligations under this Agreement;
- (d) notwithstanding anything else contained in this Agreement, by the Landlord at the Landlord's sole and absolute discretion upon not less than three (3) months written notice provided to the Operator; or
- (e) notwithstanding anything else contained in this Agreement, by the Operator at the Operator's sole and absolute discretion upon not less than three (3) months written notice provided to the Landlord.

### **12.2 Subsequent Actions**

If either StreetRich HipHop Society or The Royal Canadian Theatre Company provides the Landlord with written notice pursuant to Section 12.1 that the group is unable to fulfill, and therefore wishes to be released from, its obligations as Operator under this Agreement, the parties agree that:

- a) the Landlord and the remaining group will continue to work with each other in good faith to fulfill the objectives of this Agreement; and
- b) the terms of this Agreement may be amended to, without limitation and among other things, allow the participation of another entity as joint-operator of the Building.

IN WITNESS WHEREOF the Landlord and the Operator have executed this Agreement as of the date first set forth above.

**THE ROYAL CANADIAN THEATRE COMPANY,**  
by its authorized signatory(ies)

\_\_\_\_\_  
Board Chair

\_\_\_\_\_  
(Witness to signature)

**STREETRICH HIPHOP SOCIETY,**  
by its authorized signatory(ies)

\_\_\_\_\_  
Board Chair

\_\_\_\_\_  
(Witness to signature)

**CITY OF SURREY,**  
by its authorized signatories

\_\_\_\_\_  
Laurie Cavan  
General Manager, Parks & Recreation

\_\_\_\_\_  
(Witness to signature)

## **Schedule A**

### **RULES AND REGULATIONS**

The Operator shall observe the following Rules and Regulations (as amended, modified, or supplemented from time to time by the Landlord as provided in this Agreement):

- (1) The Tenant shall not use or permit the use of the Building in such manner as to create any objectionable noises, odours, or other nuisance or hazard, or breach any applicable provisions of municipal bylaw or other lawful requirements applicable thereto or any requirements of the Landlord's insurers, shall not permit the Arts Space to be used for cooking (except with the Landlord's prior written consent), and shall keep the Building tidy and free from rubbish, shall deposit rubbish in receptacles which are either designated or clearly intended for waste.
- (2) As a precondition to serving, selling or making available any alcoholic beverages on the Premises, the Operator must obtain a Public Special Occasion License.
- (3) The Operator must obtain and maintain throughout the Term of the Agreement a valid City of Surrey business license.
- (4) The Operator shall not abuse, misuse, or damage the Premises or any of the improvements or facilities therein, and in particular shall not deposit rubbish in any plumbing apparatus or use it for other than purposes for which it is intended, and shall not deface or mark any walls or other parts of the Premises.
- (5) No heavy office equipment or safe shall be moved into or about the Premises by or for the Operator unless the consent of the Landlord is first obtained and unless all due care is taken. Such equipment shall be moved upon the appropriate steelbearing plates, skids, or platforms and subject to the Landlord's direction. Hand-trucks and similar appliances shall be equipped with rubber tires and other safeguards approved by the Landlord, and shall be used only by prior arrangement with the Landlord.
- (6) The Operator shall permit and facilitate the entry of the Landlord, or those designated by it, into the Building for the purpose of inspection, and shall not permit access to main header ducts, electrical closets, and other necessary means of access to mechanical, electrical, and other facilities to be obstructed by the placement of furniture or otherwise. The Operator shall not place any additional locks or other security devices upon the doors of the Building without the prior written approval of the Landlord.
- (7) The Operator shall not hang or display any material upon exterior windows or interior common walls which shall cause an annoyance, be a nuisance to adjoining lands and properties or building patrons. This shall not act as censure to the content of art works to be displayed within the Building.
- (8) The Operator shall not erect or permit to be erected any signs, billboards, placards, or advertising not related to the Use upon the Premises without the prior written approval of the Landlord.

- (9) Before an individual is authorized by the Operator to be an instructor or volunteer for children's or youth arts programming on the Premises, the Operator must first ensure that the individual undergoes a criminal record check, at the Operator's or individual's expense. The Landlord has the right to request proof from the Operator of criminal record check completions.

The foregoing Rules and Regulations, as from time to time amended, are not necessarily of uniform application, but may be waived in whole or in part in respect of other users of the Building without affecting their enforceability with respect to the Operator and the Building, and may be waived in whole or in part with respect to the Building without waiving them as to future application to the Building, and the imposition of Rules and Regulations shall not create or imply an obligation of the Landlord to enforce them or create any liability of the Landlord for their non-enforcement.

## Schedule A-1

# Guiding Principles

We will work together to create a unique and accessible Art Space that:

- Welcomes the community;
- Provides a hub/space for artists to meet and collaborate;
- Offers functional gathering, production and programming spaces to create, present and experience the arts;
- Supports innovation and creativity;
- Enhances the visibility of local arts organizations and helps to build leadership and organizational capacity; and,
- Promotes youth engagement, outreach and mentorship.

## Schedule A-2

### Facility Naming Policy

# PARKS, RECREATION AND CULTURE DEPARTMENT POLICY

**SUBJECT: PARK & FACILITIES NAMING**

#### INTENT

To establish a clear Policy for naming parks as well as Parks, Recreation and Culture buildings, assets and amenities.

- A. Destination Parks**
- B. City parks and amenities** tend to be used by a great number of people and whenever possible should bear names which identify their general location or key site features. They could also be named after benefactors or sponsors who have made an extraordinary contribution to the community. (Examples: Bear Creek Park, Stewart Farm House, and Surrey Arts Centre)
- B. Community parks and amenities** tend to be used by the next greatest number of people and should, whenever possible, be given names which identify:
- (a) the community in which they are located (ie: Cloverdale Athletic park, Fleetwood Community Centre);
  - (b) Surrey pioneers known in the area in which the park is located (ie: Lionel Courchene Park);
  - (c) major donors or sponsors (XYZ Company Youth Park);
  - (d) names arising from a community-based selection process (ie: The Garage-South Surrey Youth Centre).
- C. Neighbourhood parks and amenities** tend to be used by fewer people than City and community parks, are more difficult to name for their location, and therefore should be given names recognizing:
- (a) special features or major plant life indigenous to parks (ie: Cottontail tot lot);
  - (b) Surrey pioneers known in the area in which the park is located (ie: Moffat Memorial Park);
  - (c) local street and subdivision names, excluding real estate and development companies (ie: Strawberry Hill Park);
  - (d) significant donors or sponsors, including real estate and development companies who make a significant donation in excess of normal development cost charges;
  - (e) former property owner who donated the land (ie: Bell Park).
  - (f) Natural area linkages and conservation areas may never be developed as parks and should be assigned numbers for reference purposes in accordance

APPROVED BY:

  
Laurie Cavan, General Manager, Parks, Recreation and Culture

DATE APPROVED:

HOUSEKEEPING DATE: May 2009

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# PARKS, RECREATION AND CULTURE DEPARTMENT

## POLICY

**SUBJECT: PARK & FACILITIES NAMING**

with the grid system used to identify planning/engineering map detail. Where community groups propose to name a greenbelt, these areas may also be treated as neighbourhood parks.

2. Whenever a park has come to be known traditionally but not officially by a name which is not so familiar to the name of an existing park to be confusing, then serious consideration should be given to formal adoption of the traditional name.
3. Consideration may be given to naming parks and amenities after outstanding community volunteers. Consideration may also be given to naming parks and amenities after retired City employees, if the employee has given outstanding service to the City and/or has made a noteworthy contribution to the well-being of the City.
4. Consideration should be given to naming donated park sites and facilities constructed on donated land after the donor.
5. Parks immediately adjacent to existing school sites should bear the same name as the school (neighbourhood and community parks).
6. The preferred methods for selecting a name are:
  - through popular choice either via a petition, school contest, or other form of community involvement;
  - as a result of donation and/or sponsorship.
7. Naming parks or amenities after sponsors can only be done in accordance with the city's Sponsorship Policy.

### PRACTICES WHICH SHOULD BE AVOIDED

1. Naming a park or facility after a current politician.
2. Naming a park or facility after a nearby but not immediately adjacent school or institution that may lead to confusion regarding their respective locations.

APPROVED BY:

  
Laurie Cavan, General Manager, Parks, Recreation and Culture

DATE APPROVED:

HOUSEKEEPING DATE: **May 2009**

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## Schedule A-3

### Sponsorship Policy

# PARKS, RECREATION AND CULTURE DEPARTMENT POLICY MANUAL

**SUBJECT: SPONSORSHIP**

Specific conditions applicable to the Parks, Recreation and Culture Department have been incorporated into these guidelines.

#### DEFINITIONS

##### *Corporate Sponsorship:*

*"a mutually beneficial business arrangement or partnership between the City of Surrey and its Departments, and an external party (individual, company, organization or enterprise), wherein the external party contributes funds, goods or services to a City program, facility, event or activity in return for recognition, acknowledgement or other promotional considerations and wherein all components of the relationship are consistent with City sponsorship policies."*

##### *The City:*

*shall mean the City of Surrey and its Departments.*

#### GENERAL PRINCIPLES

- i) The City of Surrey accepts the principle that external organizations may sponsor portions of or entire approved City programs, events, facilities or activities where such sponsorship is mutually beneficial to both parties and in a manner consistent with all aspects of guidelines and sponsorship policies set by the City. Under the conditions of this Policy, City staff may solicit such Corporate sponsorship for the City.
- ii) All forms of Corporate sponsorship must support the goals, objectives, policies and by-laws of the City of Surrey, including conflict of interest, employee code of conduct, and liability clauses. All sponsorship projects and relationships must be non-partisan, non-racial, non-denominational, non-sexist and non-political.

Recognition provided to sponsors (i.e., in advertising, signage, announcements, etc.) must not take precedence over the City logo or profile. Recognition must be consistent with the scale of each participant's contribution. Where there is a question regarding the scale and impact of Corporate recognition, a review will be conducted and set standards in each individual situation.

**APPROVED BY:**



General Manager, Parks, Recreation and Culture

**DATE APPROVED:**

March 17, 1997

**HOUSEKEEPING DATE:**

October 13, 2005

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## PARKS, RECREATION AND CULTURE DEPARTMENT

# POLICY MANUAL

**SUBJECT: SPONSORSHIP**

For each opportunity presented, specifics must be detailed and evaluated regarding the maximum sponsor recognition provided, to ensure the City is not faced with undue commercialism.

iii) Exclusions to Corporate Sponsorship Policy:

- Gifts or unsolicited donations to a Department or the City where no business relationship exists.

Sponsorship proposals forwarded to the City by an external organization whereby the proposed project is experimental and/or innovative. Such projects should be reviewed by the Sponsorship Committee, approved in accordance with Corporate approval guidelines and applied a fixed time frame for involvement. The agreement would include the City's right to offer the sponsorship to other firms at the conclusion of the specified experimental period.

- Sales of advertising or signage space on City owned facilities and printed materials, which involves only the straight purchase of advertising space sold at marketplace rates, and does not imply any reciprocal partnership arrangement.

iv) Restricted Solicitations

Where the intent is to solicit sponsorship from companies whose product or public image may be deemed "sensitive" (i.e. liquor, tobacco, personal care or health products, companies reported to have questionable business practices, etc.) the City must evaluate individually all such sponsorship proposals based on the contents of the proposal. The proposal must be reviewed by the Sponsorship Committee and approved or declined as appropriate. The City reserves the right to reject any such proposals.

v) Open and Competitive Bidding

In accordance with competitive bidding policies, the City must ensure the selection of the most appropriate sponsors who meet the following criteria:

- quality and timeliness of product and service delivery;
- value of product, service and cash provided to the City;

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**APPROVED BY:**



General Manager, Parks, Recreation and Culture

**DATE APPROVED:**

March 17, 1997

**HOUSEKEEPING DATE:**

October 13, 2005

**S - 8 (2)**

# PARKS, RECREATION AND CULTURE DEPARTMENT POLICY MANUAL

**SUBJECT: SPONSORSHIP**

- cost to the City to service the agreement;
- compatibility of products and services with City policies and standards; and
- marketplace reputation.

Sponsorship arrangements with media organizations represent a special case due to the relatively small number of partnerships available in the community and the appropriateness of selected media for the proposed sponsorship program or activity (i.e., appropriate reach to target market).

The Communications and Public Affairs office and other personnel involved in media buying should be consulted regarding any sponsorship arrangements being considered.

Single sourcing of sponsorship opportunities is appropriate when:

- an externally received project offers an experimental opportunity over a defined period of time;
- it is verified that there is only one interested and suitable potential sponsor.

### APPROVAL/AUTHORITY

- i) All sponsorship arrangements and agreements are subject to review and approval by the appropriate designated authorities prior to soliciting of sponsorship contributions. Level of signing authority varies according to the total value of the sponsorship.

Nature of Proposed Sponsorship Agreement	Designated Signing Authority
Agreement with an aggregate annual value of revenues to the City of less than \$25,000	Section Manager
Agreements with an aggregate annual value of revenues to the City of \$25-100,000	Division Manager
Agreements with an aggregate annual value of revenues to the City of \$100-200,000	Department General Manager
Agreements with an aggregate annual value of revenues to the City of \$200,000 - \$350,000	City Manager
Agreements with an aggregate annual value of revenues to the City of over \$350,000	Council

APPROVED BY:



General Manager, Parks, Recreation and Culture

DATE APPROVED:

March 17, 1997

HOUSEKEEPING DATE:

October 13, 2005

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## PARKS, RECREATION AND CULTURE DEPARTMENT

# POLICY MANUAL

**SUBJECT: SPONSORSHIP**

- ii) The Legal and/or the Purchasing Divisions must review and approve any sponsorship arrangements:
- when the Departmental authority deems appropriate;
  - when the City is at risk of liability through personal injury or property damage as a result of the sponsorship activity;
  - where the agreement is a result of a tender call or other formal open competitive process through Purchasing.
- iii) All sponsorship agreements must confirm all dates of the sponsorship arrangement, clearly indicating what the sponsor is contributing to the project, the value of that contribution (best market value estimate) and the forms of recognition the City is making available to the sponsor in return. The agreement must be signed by appropriate representatives from both the City and the external organization.

### RESPONSIBILITIES

- i) All issues and questions raised by City Departments should be addressed through the Manager, Marketing and Community Relations, Parks, Recreation and Culture Department. The Manager, Marketing and Communications is responsible for:
- providing guidance to all City Departments regarding the interpretation and application of this Policy;
  - providing assistance and advice to Departments regarding sponsorship activities;
  - reviewing and assisting in the development of sponsorship arrangements, as requested; and
  - managing the processes for tracking, sharing and reporting all sponsorship arrangements held by the City Departments.
  - identifying new sponsorship opportunities throughout the City;
  - facilitating the review and revisions of policy.
- ii) All costs and revenues pertaining to a sponsorship arrangement should be included in the approved Departmental budget. Where there are issues regarding the disbursement of sponsorship revenues, the Senior Management Team shall determine the most appropriate allocation.

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**APPROVED BY:**



General Manager, Parks, Recreation and Culture

**DATE APPROVED:**

March 17, 1997

**HOUSEKEEPING DATE:**

October 13, 2005

**S - 8 (4)**

## PARKS, RECREATION AND CULTURE DEPARTMENT

# POLICY MANUAL

**SUBJECT: SPONSORSHIP**

### THE SPONSORSHIP AGREEMENT

- i) Sponsorship arrangements must provide valuable resources to complement, enhance, promote or maintain City programs, events, activities or facilities. These arrangements must be complementary to the City's advertising, public relations and promotional activities.
- ii) There should be comparability and consistency of sponsor benefits amongst and between proposals.
- iii) The sponsorship opportunity should be presented by the City in the form of a proposal or letter detailing the rights and benefits offered. Prior approval of these proposals is required under the conditions laid out in "General Principles" "(iv)" above.
- iv) The agreement must have a fixed time period.
- v) The agreement must be limited in scope and application to the City or project under consideration, should not involve any form of a risk-sharing venture. The signing of the agreement does not form any kind of joint venture between the two parties.
- vi) Extensions or additions to the original signed agreement are subject to the same approval process as new agreements.
- vii) Long standing sponsorship arrangements that pre-date this Policy may be continued until expiry, upon the review and approval of the appropriate General Manager.

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**APPROVED BY:**



General Manager, Parks, Recreation and Culture

**DATE APPROVED:**

March 17, 1997

**HOUSEKEEPING DATE:**

October 13, 2005

**S - 8 (5)**

**Schedule B**  
**Division of Operational and Maintenance Responsibilities**

ITEM	DETAILED BREAKDOWN	YEAR 1		YEAR 2		YEAR 3		YEAR 4		YEAR 5	
		OWNER	Operator	OWNER	Operator	OWNER	Operator	OWNER	Operator	OWNER	Operator
<b>GENERAL</b>	Property tax	80%	20%	60%	40%	40%	60%	20%	80%	0%	100%
	Water servicing	80%	20%	60%	40%	40%	60%	20%	80%	0%	100%
	Hydro	80%	20%	60%	40%	40%	60%	20%	80%	0%	100%
	Gas	80%	20%	60%	40%	40%	60%	20%	80%	0%	100%
	Garbage/Recycling	80%	20%	60%	40%	40%	60%	20%	80%	0%	100%
<b>INSURANCE</b>	Building/Premise	100%		100%		100%		100%		100%	
	General/Legal Liability		100%		100%		100%		100%		100%
	Content		100%		100%		100%		100%		100%
	Art		100%		100%		100%		100%		100%
<b>EXTERNAL MAINTENANCE</b>	Grounds	100%		100%		100%		100%		100%	
	Lighting	100%		100%		100%		100%		100%	
	Parking Lot/Snow removal	100%		100%		100%		100%		100%	
	Repairs	100%		100%		100%		100%		100%	
	Signage										
	Pest Control	100%		100%		100%		100%		100%	
	Glass repair/maintenance	100%		100%		100%		100%		100%	
	Tagging removal (exterior)	100%		100%		100%		100%		100%	
<b>INTERNAL MAINTENANCE</b>	HVAC	100%		100%		100%		100%		100%	
	Plumbing infrastructure	100%		100%		100%		100%		100%	
	Preventative Maintenance & Inspections	100%		100%		100%		100%		100%	
	Interior signage		100%		100%		100%		100%		100%
	Janitorial Services	80%	20%	60%	40%	40%	60%	20%	80%	0%	100%
	Pest Control	100%		100%		100%		100%		100%	
	Painting		100%		100%		100%		100%		100%
	Minor repairs (wear & tear)		100%		100%		100%		100%		100%
		Tagging Removal (interior)		100%							
	Plumbing non-infrastructure		100%		100%		100%		100%	100%	
<b>ELECTRICAL</b>	Original Lighting - fixture replacement	100%		100%		100%		100%		100%	
	Original (Base) Wiring	100%		100%		100%		100%		100%	
	Fire systems inspection and maintenance	100%		100%		100%		100%		100%	
	Replace lights (bulbs/tubes) and normal wear and tear		100%		100%		100%		100%		100%
<b>SECURITY</b>	Alarm system components/installation	80%	20%	60%	40%	40%	60%	20%	80%	0%	100%
	System maintenance	80%	20%	60%	40%	40%	60%	20%	80%	0%	100%
	Monthly monitoring	80%	20%	60%	40%	40%	60%	20%	80%	0%	100%
	Runner charges	80%	20%	60%	40%	40%	60%	20%	80%	0%	100%
<b>EQUIPMENT</b>	Office		100%		100%		100%		100%		100%
	Audiovisual/Technical		100%		100%		100%		100%		100%
	Phone/Internet		100%		100%		100%		100%		100%
	Workshop		100%		100%		100%		100%		100%
	Tools and hardware		100%		100%		100%		100%		100%
<b>FURNISHINGS</b>	Office		100%		100%		100%		100%		100%
	Program-related		100%		100%		100%		100%		100%
<b>SUPPLIES</b>	Office		100%		100%		100%		100%		100%
	Janitorial	80%	20%	60%	40%	40%	60%	20%	80%	0%	100%
	Program		100%		100%		100%		100%		100%



## Schedule D

### OPERATOR'S WRITTEN FRAMEWORK

1. Streerich and RCTC will each have 50% time in the space and 50% of cost and responsibility.
2. Streerich and RCTC will jointly purchase a computer specifically for 10660 City Parkway.
3. Streerich and RCTC will share the cost of internet access and VOIP phone line(s).
4. Streerich and RCTC will deposit funds to cover 50% of the identified cost each month into a joint bank account. All payables and receivables directly related to the operation of 10660 City Parkway will be processed through this account. The bank account will be set up with four signatories, and any cheques will need two signatories - one from each organization. Bank deposits can be made unilaterally.
5. Books relating to expense and income for 10660 City Parkway will be kept on the dedicated in-house computer, with back-up in the cloud with access to all four principals. Bills and receipts will be taken care of by RCTC's on site person, with everything being entered into the shared book-keeping program.
6. Streerich and RCTC will create a daily log into which all daily activities will be entered. This information will be accessible to both organizations.
7. Streerich and RCTC will be on site 3 days per week, 12 noon – 4 pm to answer phones, queries, provide tours.
8. Any rental income from either group will go into the shared account and – if sufficient accrues – will be used to purchase equipment or other necessities for the space, that being decided in a joint meeting with both organizations.