

**EXPRESSION OF INTEREST (EOI)  
FOR  
PROTECTIVE SERVICES BUILDING SPACE ALLOCATION**



**SUMMARY:**

The Town of Canmore is seeking expressions of interest (EOI) from organizations that are interested in leasing space in the Protective Services Building (formerly known as the Fire Hall) located at 1021 Railway Avenue, Canmore, Alberta. Fire and Rescue Services have been based out of this facility since it was constructed in 1986 and will now be moving into their new facility. Protective Services, Facilities and Public Works will be moving into the majority of the facility. However, approximately 20% of the floor area remains unallocated including the former dorm rooms (645 sqft), 3 bays (1,162 sqft) and storage areas (94 sqft) for a total of 1,901 sqft. Washrooms, lunchroom, meeting room, and maintenance bays would be considered shared spaces with other occupants in the building.

<b>REFERENCE NUMBER:</b>	<b>7290</b>
<b>CLOSING DATE:</b>	<b>November 28, 2023</b>
<b>CLOSING TIME:</b>	<b>14:00:00 Mountain Time Zone</b>
<b>DATE ISSUED:</b>	<b>October 31, 2023</b>
<b>NOTE:</b>	<b>RESPONSES WILL NOT BE OPENED PUBLICLY</b>

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## 1.0 INSTRUCTIONS FOR RESPONDING TO THIS EXPRESSION OF INTERESTS

**1.1.1 Closing Date and Time: EOIs must be received not later than 14:00:00 hours Mountain Time Zone (Canmore local time) on November 28, 2023.**

**1.1.2** Responses are to be delivered to:

Proponents shall submit their EOI to the Town of Canmore by email to the attention of Stephen Hanus, Manager of Facilities at [facilities@canmore.ca](mailto:facilities@canmore.ca). The EOI document is to be in PDF format only (.pdf) and all components shall be formatted and combined into one file that is attached to the email submission. Responses by facsimile will not be accepted.

**1.1.3 EOI Contact Person:**

For clarification or additional information, Proponents shall **only** contact the person listed below.

Stephen Hanus, Manager of Facilities

Email – [facilities@canmore.ca](mailto:facilities@canmore.ca)

See Section 2.0, item 2.6 below for additional information for Questions and Clarifications.

**1.1.4** The Town of Canmore may in its sole discretion disqualify responses that do not meet the formatting and other criteria set out in Section 4.0 of this EOI.

**1.1.5** Responses must be in English.

**1.1.6** Budget submissions for any Tenant costs shall be stated in Canadian dollars with Goods and Services Tax (GST) extra.

**1.1.7** Each Proponent is solely responsible for ensuring that its response is received at the specified address (physical address or email address) by the specified closing date and time. Strict adherence to the closing date and time will be maintained, and unless the deadline date is extended by issue of Addendum, all responses received after this time and date will be returned unopened.

**1.1.8** This Expression of Interests is not a tender and the Town of Canmore does not intend for the laws of competitive bidding to apply.

**1.1.9** This Expression of Interests is subject to Town of Canmore Council approval.

**END OF SECTION 1.0**

## **2.0 GENERAL CONDITIONS OF RESPONSE**

### **2.1 PURPOSE OF THE EXPRESSION OF INTEREST (EOI)**

The Town of Canmore is issuing this Expression of Interest (EOI) to determine if there are other organizations in need of space that can be accommodated in the spaces available in the Protective Services Building.

The Town of Canmore reserves the right to modify the terms or cancel the EOI process at any time.

### **2.2 SUBMISSION OF RESPONSE TO THE EOI**

**2.2.1** By submitting a response to this EOI, each Proponent accepts its terms and conditions. In addition, by submitting its response each Proponent waives all claims, rights, demands and the benefit of any provisions of any statute, rule of law or regulation that might adversely affect the rights of the Town of Canmore under this EOI.

**2.2.2** Each Proponent shall make full disclosure of any actual or potential conflict of interest arising from any existing business or personal relationships with any of the following (each, a “Conflicted Person”): (i) any employee of the Town of Canmore; (ii) any member of the Town of Canmore Town Council (councillor); (iii) any board or committee member; (iv) any family member of any such employee, councillor or board/committee member; or (v) any business entity controlled by or otherwise not at arm’s length to any one or more of any such employee, councillor, board/committee member or family member.

Without limiting the foregoing, details should be provided of any direct or indirect pecuniary interest of any Conflicted Person in the supply of the services contemplated by this EOI.

Disclosure of any such actual or potential conflict of interest shall be made in writing with the Proponent’s response.

**2.2.3** This EOI and any contracts subsequently entered into as a result hereof shall be governed by the laws of the Province of Alberta and the laws of Canada applicable therein. The courts of the Province of Alberta shall have exclusive jurisdiction over this EOI and any contracts entered into as a result hereof.

**2.2.4** EOI documents must be completed in accordance with the requirements of the Expression of Interest documents and no amendment or change to EOIs will be accepted after the closing date and time.

**2.2.5** All documents submitted by Proponents in response to this EOI are to remain the property of the Town of Canmore.

**2.2.6** EOIs shall be irrevocable for SIXTY (60) days following the closing of the EOI and the EOIs shall be retained by the Town of Canmore.

**2.2.7** EOIs shall be signed by an authorized signatory of the Proponent using the Signature and Waiver Sheet in Section 5.0. If the Proponent is an incorporated company, the corporate seal of the Proponent shall be affixed or a certified true copy of a resolution of the corporation naming the person(s) in question as authorized to sign agreements on behalf of the corporation shall be attached to the EOI. Proponents who are sole proprietorships or partners shall sign their EOI response in such a way as to irrevocably bind the Proponent in an authorized manner.

## 2.3 NO COMMITMENT

- 2.3.1 No commitment on the part of the Town of Canmore shall exist under this EOI unless and until the Proponent receives official written confirmation from the Town of Canmore that it has been selected for space allocation.

## 2.4 LIMITATION OF LIABILITY

- 2.4.1 The Town of Canmore will have no liability to any person or entity for any damages, including, without limitation, direct, indirect, special or punitive damages, arising out of or otherwise relating to this EOI, the Proponent's participation in this EOI process or the Town of Canmore's acts or omissions in connection with the conduct of this EOI process. This limitation applies to all possible claims by a Proponent, whether arising in contract, tort, equity, or otherwise, including, without limitation, any claim for a breach by the Town of Canmore of a duty of fairness or relating to a failure by the Town of Canmore to comply with the terms set forth in this EOI.

## 2.5 ACCEPTANCE OR REJECTION

- 2.5.1 The Town of Canmore reserves the right to reject any or all responses. Without limiting the generality of the foregoing, the Town of Canmore may reject any response which it deems:
- a) is incomplete, obscure, irregular, unrealistic or noncompliant;
  - b) has erasures, ambiguities, inconsistency or corrections; or
  - c) fails to complete, or provide any information required by, any provision of this EOI.

Further, a response may be rejected on the basis of the Town of Canmore's understanding of the Proponent's past record of work, its general reputation, its financial capabilities, the completion schedule or a failure to comply with any applicable law.

The purpose of the Town of Canmore is to obtain the most suitable responses and to further the interests of the Town of Canmore and what it wishes to accomplish in allocating space in the Protective Services Building. Therefore, the Town of Canmore has the right to waive any irregularity or insufficiency or noncompliance in any response submitted and to accept the response or responses which it deems most favourable to its interests or to reject all responses and cancel the EOI.

In addition to any rights identified elsewhere in this EOI, the Town of Canmore reserves the right to:

- a) reject any and all responses;
- b) add, delete or change the terms of this EOI at any time prior to the specified closing date and time;
- c) during the evaluation period, seek clarification of any Proponent's response, including consequential amendments, or any additional information from any Proponent;
- d) accept or reject, in whole or in part, any response without giving any reason;
- e) have any documents submitted by the Proponent reviewed and evaluated by any party, including independent Consultants;
- f) cancel the EOI process without penalty at any time for any reason; and
- g) negotiate and enter into an agreement with any Proponent notwithstanding any noncompliance by the Proponent's response with any requirement of this EOI.

The Town of Canmore is the sole and final judge with respect to the selection of any Successful Proponent as a result of this EOI process.

All Proponents submitting a response to this EOI will be advised of the results of the EOI process by email or regular mail. Please allow at least EIGHT (8) weeks for responses to be evaluated by the Town of Canmore.

## **2.6 QUESTIONS AND CLARIFICATIONS**

- 2.6.1** Procedural or technical questions shall be submitted in writing and should include references to a specific section and item number.
- 2.6.2** Dependent upon their nature, comments or answers will be returned via email or through an addendum should the information be applicable to all Proponents.
- 2.6.3** Amendments to this EOI will be valid and effective only if confirmed by written addenda. Addenda may be issued during the EOI response period. All addenda become part of the agreement and receipt must be confirmed in the Proponents EOI submission.
- 2.6.4** Any addenda documents will be issued by the same method that this EOI was issued.
- 2.6.5** It is the Proponent's responsibility to clarify the interpretation of any item of this EOI a minimum of SEVEN (7) days prior to the stated closing date and time by contacting the Town of Canmore's designate (as above).

## **2.7 DISCREPANCIES IN NUMBERS**

- 2.7.1** In the event of a numerical discrepancy or error in an EOI, the written number will prevail.
- 2.7.2** In the event of pricing extension errors, the unit price will apply.

## **2.8 CONFIDENTIALITY AND FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT**

- 2.8.1** All information including, without limitation, any technology of a proprietary or novel nature which is disclosed to a Proponent by the Town of Canmore or a third party as a representative of the Town of Canmore (which information, in addition to the confidentiality requirements hereunder, will be kept confidential by the Proponent in accordance with the terms of its disclosure by such third party) or which is otherwise obtained by the Proponent in connection with this EOI process, other than that which is common knowledge or within the public domain, is the confidential property of the Town of Canmore and must not be disclosed by the Proponent, except to duly authorized representatives of the Town of Canmore. Such confidential information or property is not to be employed other than in connection with responding to this EOI unless otherwise duly authorized by the Town of Canmore in writing. These confidentiality provisions will remain binding obligations on each Proponent following the conclusion of this EOI process until the Town of Canmore reasonably determines that such confidential information referred to herein has become part of the public domain (other than by disclosure or use prohibited herein) and releases the Proponent from its confidentiality obligation. This requirement does not prohibit any Proponent from complying with an order to provide information or data issued by a court or other authority with proper jurisdiction or to act to correct or report a situation which the Proponent may reasonably believe to endanger the safety or welfare of the public.
- 2.8.2** The Proponent acknowledges that any information or documents provided by it to the Town of Canmore may be released pursuant to the provisions of the *Freedom of Information and Protection of Privacy Act*. This acknowledgement shall not be construed as a waiver of any right to object to the release of any information or documents.
- 2.8.3** The Town of Canmore acknowledges that a Proponent's response may contain information in the

nature of a Proponent's trade secrets or commercial, financial, labour relations, scientific or technical information of or about a Proponent. The Town of Canmore agrees that portions of responses to this EOI which are provided in confidence will be protected from disclosure to the extent permitted by law. The Town of Canmore is bound by the *Freedom of Information and Protection of Privacy Act* (Alberta), as amended from time to time, and all documents submitted to the Town of Canmore will be subject thereto. Each Proponent must identify appropriate parts of its response or other documents submitted to the Town of Canmore as confidential and specify what harm could reasonably be expected from its disclosure; however, the Town of Canmore may not be able to ensure that such parts will not be protected from access.

**2.8.4** Proponents are advised that the Town of Canmore will, as necessary, be disclosing the responses on a confidential basis to its employees and advisors who have a need to know in connection with this EOI process for, among other things, the purpose of evaluating and participating in the evaluation of the responses. It is the responsibility of each Proponent to ensure that all personal information provided to the Town of Canmore with respect to the Proponent's personnel and their experience is supplied with the informed consent of such individuals and in accordance with applicable law. By submitting any personal information each Proponent represents and warrants that it has obtained the informed consent of the individuals who are the subject of such information to its collection, use and disclosure for purposes of this EOI response. Also, such individuals are agreeing to the use of such information as part of the EOI evaluation process, for any audit of the procurement process and for contract management and performance purposes.

**2.8.5** Proponents in custody or control of records provided to the Proponent by the Town of Canmore records shall abide by the privacy and non-disclosure provisions of the *Freedom of Information and Protection of Privacy Act* respecting these records as if this act applied directly to the Proponent and shall generally assist the Town in its own compliance with the *Freedom of Information and Protection of Privacy Act* respecting records provided to the Proponent.

## **2.9 COST OF PREPARATION**

**2.9.1** Any cost incurred by the Proponent in the preparation of its response to this EOI shall be borne solely by the Proponent.

**2.9.2** Shortlisted candidates may be invited to participate in an interview. The Town of Canmore will not pay for the time required or travel expenses incurred to participate in the interview.

## **2.10 OWNERSHIP OF SUBMISSIONS**

**2.10.1** All responses submitted to the Town of Canmore become the property of the Town of Canmore and shall not be returned. They will be received and held in confidence by the Town of Canmore, subject to the provisions of the *Freedom of Information and Protection of Privacy Act*.

**2.10.2** Unsuccessful Proponent submissions will be kept as record for the procurement process until two years after the date of decision for the EOI award.

## **2.11 CLARIFICATION FROM PROPONENTS**

**2.11.1** The Town of Canmore reserves the right to seek from any/all Proponents any further clarification it may require on responses submitted pursuant to this EOI.

## **2.12 LENGTH OF AGREEMENT**



**2.12.1** The term will be one year or on a month-to-month basis.

**2.12.2** Term extensions will generally be based on mutual agreement between The Town and the Successful Proponent. The Town reserves the right to negotiate changes to the Lease to reflect current conditions at the time of extension or renewal.

## **2.13 FORM OF CONTRACT**

**2.13.1** The Town of Canmore will be issuing a Lease Agreement to the Successful Proponent (Tenant), which will form the binding agreement, terms and conditions between the Town of Canmore and the Successful Proponent (Tenant).

### **2.13.2 Responsibilities of Successful Proponent**

The Successful Proponent shall:

- (a) provide a certificate of insurance for the above-required insurance to the Town of Canmore within TEN (10) business days of notification of space allocation;
- (b) Provide a move in and/or Tenant Improvement plan within THIRTY (30) days of notification of space allocation; and
- (c) Worker Compensation Board (WCB) clearance (if applicable).

## **2.14 INDEMNIFICATION**

**2.14.1** The Successful Proponent agrees to indemnify and save harmless the Town of Canmore, its councillors, officers, agents, representatives, and employees, against all suits or claims, requests, legal action and liability regardless of the nature and expenses sustained from injuries or death or any damages or loss to property as a result of the usage of premises or in the execution of the Successful Proponent functions arising from this contract except to the extent of the Town of Canmore's gross negligence.

**2.14.2** At no time will the Town of Canmore be responsible for any injury sustained by the Successful Proponent, their employees or any person on the Town of Canmore's premises, nor will the Town of Canmore be responsible for any loss, including loss of profits or damage caused to the goods of the Successful Proponent, their employees or any other person, including damage to vehicles and their contents, while these goods are on the Town of Canmore's premises or site.

**2.14.3** The Town of Canmore shall not be liable for any incidental, indirect, special or consequential damages or any loss of use, revenue or profit of the Successful Proponent arising out of or in any way related to this EOI or subsequent contract.

## **2.15 INFORMATION SECURITY STANDARDS**

**2.15.1** Successful Proponents that provide information technology or web-related services to the Town of Canmore as part of their work on the Project shall be required to comply with the Town of Canmore's Information Security Standards as updated from time to time. These standards may overlap with and are additional to the functional and requirements of the specific Project. The Town of Canmore may require Proponents to demonstrate compliance with these standards as part of the Town's review and evaluation of EOIs, quotations and qualifications. If not appended hereto, it is the Proponent's responsibility to request the Information Security Standards and access their ability to comply as part of responding to this request.



## **2.16 DEBRIEFING**

**2.16.1** The Town of Canmore will offer a debrief to unsuccessful Proponents on request.

## **2.17 SITE TOUR**

**2.17.1** An optional site tour will be held on November 14, 2023, at 14:00 – 15:00 MST.

The tour will be held on-site at 1021 Railway Avenue, Canmore, AB, T1W 1P3

Proponents are to RSVP via email to [facilities@canmore.ca](mailto:facilities@canmore.ca), and include the Proponent's company name and name of representative(s) in attendance.

**END OF SECTION 2.0**

### 3.0 SPACE ALLOCATION OVERVIEW

#### 3.1 EOI DEFINITIONS

Owner	the Town of Canmore
Project	Protective Services Building Space Allocation
Proponent	a firm, organization, individual or company who or which intends to submit or submits a EOI pursuant to this EOI.
EOI	a submission to the Town of Canmore in response to this Expression of Interest.
Successful Proponent	a firm, organization, individual or company with whom the Town of Canmore may decide to initially discuss contract arrangements based upon acceptance of the Proponent's EOI.
Tenant	the Successful Proponent to whom the Town of Canmore issues a Lease Agreement for the use of designated space in the Protective Services Building

#### 3.2 BUILDING SPACE ALLOCATION DESCRIPTION & DESCRIPTION OF NEED

The Protective Services Building (formerly called the Fire Hall) located at 1021 Railway Avenue will become vacant by early 2024 once Fire and Rescue Services moves into the new Canmore Fire Station located at 1200 Steward Lane (note that the new facility is named Canmore Fire Station and not Canmore Fire Hall). Multiple Town of Canmore departments have significant spatial constraints within the organization. Given the unknowns associated with growth of the community, it results in subsequent unknowns associated with future municipal facility planning. As such, the majority of the Protective Services Building has been approved by Council to support several municipal departments: Protective Services, Facilities, and the Public Works. Now that the municipal space requests have been allocated, there remains approximately 20% of the floor space for other uses. These spaces include the former dorm rooms (645 sqft), 3 bays (1,162 sqft) and storage areas (94 sqft) for a total of 1,901 sqft. See Appendix A & B for details. A variety of ideas for the future use of the building have been suggested that potentially meet unfilled community space requests. This EOI is intended to determine if suitable community uses can be accommodated in the remaining spaces of the Protective Services Building.

#### 3.3 BUILDING LOCATION

3.3.1 Protective Services Building, 1021 Railway Avenue, Canmore, Alberta

#### 3.4 BUILDING CONSTRAINTS

There are several building constraints Proponents need to be made aware of when considering if the space available suites their needs:

- Lease term will be maximum one year or a month-to-month term arrangement
- No access via main entry (rear access only)
- Stair access only to available second floor spaces (e.g., former dormitory rooms)
- Limited on-site storage
- Limited on-site paid parking shared for general public and other occupants of the building (13 stalls total)
- Shared corridors and spaces will require security solutions (engineered & operational) and may be difficult to implement/operate

- Zoning – Public Use District (PD)

**END OF SECTION 3.0**

## 4.0 RESPONSE REQUIREMENTS AND EVALUATION CRITERIA

### 4.1 FORMAT AND OUTLINE OF RESPONSES

Electronic EOI responses are to be on 8.5" x 11" size pages in PDF (.pdf) format only and all components shall be formatted and combined into one file that is inserted into the email submission.

Responses to each section shall be marked with the corresponding letter and number (e.g. A1, A2, etc.).

### 4.2 EOI SUBMISSION REQUIREMENTS

Proponents are requested to submit a EOI containing the following:

- A. Mandatory Requirements:
  - A1 Signed signature and waiver sheet.
  - A2 Organization description/background (maximum 1 page)
  - A3 Type of Organization (Town Department, Related Town Entity, Unrelated Entity delivering a Town service or program, Government and institutions (e.g. school board), Community/Recreation/Not for Profit group, Corporations/For Profit Organizations)
  - A4 Society status (if applicable)
  - A5 Business Licence (if applicable)
- B. Program/Service Impact (maximum 1 page)
  - B1 Provide a description of the impact the program/services based out of this facility will have on residents and other taxpayers, community at large, specific interest/user groups, specific individuals, and/or visitors
- C. Space Criticality (maximum 1 page)
  - C1 Include the following:
    - Provide a rationale describing the current spatial constraints of your organization,
    - Describe how long critical space constraints have existed and what has done to date to address/seek other space options in the community, and
    - Elaborate on how these constraints impact your organization, and how the space available at the Protective Services Building will address those constraints.
  - C2 Confirm which type(s) of spatial criticality situation describes this space request
    - Council strategic priority (i.e. Livability, Relationships, Environment),
    - 3rd party or subsidized community program, and/or
    - Activities outside of the Town's scope of programs and services.
- D. Space Request Suitability (maximum 2 pages)
  - D1 Describe the suitability or any constraints with any of the existing programs and services based out of the Protective Services Building
  - D2 Also include the following:
    - Type of space needed (i.e. room type, square footage)
    - Parking requirements other than existing paid parking stalls
    - Security requirements
    - Public access requirements
    - Equipment storage requirements
    - Quantity of staff based out of the building
    - Confirmation if shared meeting room and showers will be used, and estimates of how often
    - Hours of operation
    - Equipment and/or vehicle use on site
    - Any other requirements required to operate out of this facility



- E. Tenant Improvements (maximum 2 pages)
  - E1 Describe any tenant improvements that would be needed prior to moving in along with a schedule of implementation and budgeted cost.
  - E2 Describe any tenant improvements that would be needed in the future along with projected timing of implementation and budgeted cost.
  - E3 Describe and justification any logistical or financial support that would be requested of the Town of Canmore to support.
- F. Rent (maximum 1 page)

**Rent Summary\***

Base Annual Rent - space used exclusively by the Tenant	\$57,030 (\$30.00/sqft)
Base Annual Rent - shared space used by the Tenant	\$7,191 (\$6.18/sqft)
<b>Total Annual Rent</b>	<b>\$64,221</b>

**Common Area Costs\***

(i.e. Electricity, Natural Gas, Insurance, Maintenance, Snow & Ice Maintenance Custodial Services, Supplies)

Annual Common Area Costs - space used exclusively by the Tenant	\$18,550 (\$9.76/sqft)
Annual Common Area Costs - shared space used by the Tenant	\$2,339 (\$2.01/sqft)
<b>Total Annual Common Area Costs</b>	<b>\$20,890</b>

\*Note: Base rent and common area costs provided above are based on full use of space available and shared use areas. Amounts will be reduced on a square foot bases if Proponents required less space. Base rent and common area costs provided above are for the first year of occupancy and are subject to change thereafter.

- F1 Provide the amount of base annual rent your organization will pay for the space requested.
- F2 Provide the amount of annual common area costs your organization will pay.
- F3 Provide justification for any rate reductions in rent and/or common area costs that would be requested. The Town uses the cost recovery model from the Recreation Services Policy (REC-004) as an index for any rent and/or common area cost adjustments (See Appendix C for details).

**4.3 EVALUATION PROCESS**

4.3.1 Selection of the Successful Proponent pursuant to this EOI will be made on the basis of the Proponent’s written response and other factors germane to the Town of Canmore. The responses shall be evaluated based on the matrix shown below.

Evaluation Criteria	Evaluation
A. Mandatory Requirements	Pass / Fail
B. Program/Service Impact	20%
C. Space Criticality	20%
D. Space Request Suitability	20%
E. Tenant Improvements	20%
F. Rent	20%

**4.3.2** A submission will first be reviewed for compliance with the mandatory requirements of this EOI as listed above. A submission not complying with the criteria may be considered non-compliant and not receive further consideration.

#### **4.4 PROPONENT SHORTLIST**

**4.4.1** It is expected that up to THREE (3) Proponents will be shortlisted based on the evaluation of submissions for the criteria outlined in section 4.3 above. The Town of Canmore reserves the right to shortlist any number of Proponents.

**4.4.2** Proponents are not guaranteed any space assignments as a result of being shortlisted via this EOI. Shortlisted Proponents may be required to undergo an interview prior to final selection of the Successful Proponent.

#### **4.5 CONFIDENTIALITY OF EVALUATION**

**4.5.1** Evaluation scores and rankings are confidential, and apart from identifying the top-ranked Proponent, no details of the submission, score or ranking of any Proponent will be released to any Proponent.

#### **4.6 EOI SCHEDULE**

The following schedule has been established for this EOI:

• EOI issued on Town of Canmore website	October 31, 2023
• Site tour (optional)	November 14, 2023
• Last day to submit questions to Town of Canmore designate	November 21, 2023
• Last day for Town of Canmore to issue final addendum	November 23, 2023
• EOI closing date	November 28, 2023
• EOI evaluation period end date	December 5, 2023
• Council Meeting Request for Approval	January 9, 2023
• Lease to be fully executed	February 1, 2023
• <u>Move in Date</u>	<u>TBD*</u>

\*Note: Move in date will be determined by the schedule for any tenant improvements, as well as lifecycle maintenance work planned by the Town of Canmore.

**END OF SECTION 4.0**

## 5.0 SIGNATURE, ACKNOWLEDGMENT AND WAIVER SHEET

1. By signing below, the Proponent hereby acknowledges and agrees as follows:
  - (a) Prior to submitting its response to this EOI, the Proponent has obtained from the Town of Canmore and thoroughly reviewed the entirety of the EOI including all addendums hereto and documents incorporated by reference into this EOI.
  - (b) The Proponent has thoroughly reviewed, understands and agrees to be bound by all terms and conditions of this EOI including those in all addendums hereto and documents incorporated by reference into this EOI, unless otherwise waived by the Town of Canmore in its sole discretion and confirmed in writing. The Proponent hereby waives any rights or claims that it was not aware of any document incorporated by reference into this EOI.
  - (c) The Proponent's representative signing below has the full authority to represent the Proponent in all matters relating to the EOI and bind the Proponent to the terms and conditions of this EOI.





Name of Business Entity	
Complete Address:	
Phone	Mobile Phone
Fax	Email
Website	
Proponent Signature	Affix Corporate Seal:
Title	
Printed Name	
Date	

**Notes to Signatories:**

Incorporated Proponents should affix a corporate seal to the signature sheet. If an incorporated Proponent does not affix a corporate seal, the Town of Canmore reserves the right to request documentation confirming corporate signing authority in the form of a director’s resolution, evidence of current registered officers, or other corporate record.

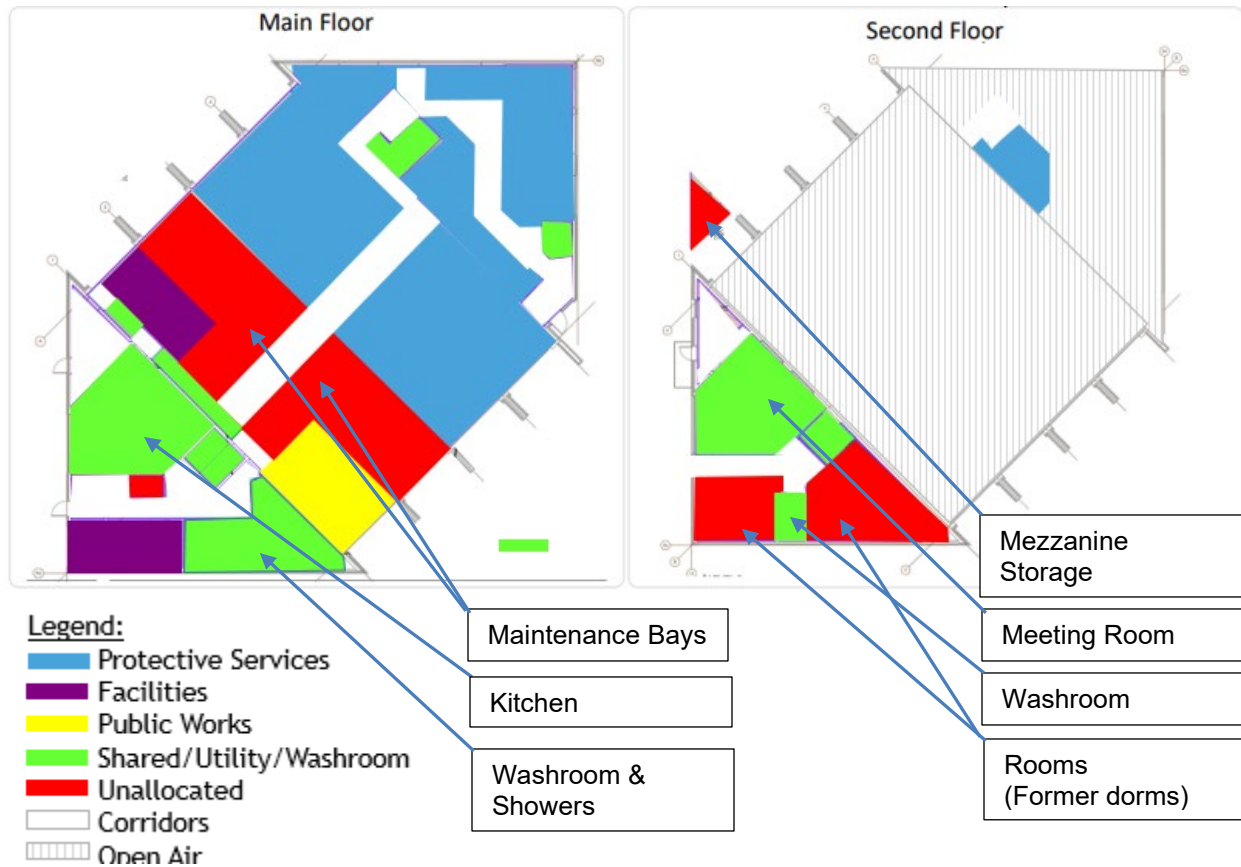
Unincorporated Proponents must submit EOIs signed by individual or legal entity with capacity to execute legal documents and bind the Proponent. The Town of Canmore reserves the right to request documentation confirming individual identities and authority of the signatory to represent the Proponent.

## APPENDIX A – PROTECTIVE SERVICES BUILDING FEATURES

- Address: 1021 Railway Avenue, Canmore, Alberta
- Age: 37 years (est. 1986)
- Building area: 9,223sqft (859sqM)
- Lot Size: ~29,000 sqft (~2,694sqM)
- Stories: 2
- Prominent location: Downtown corner lot, 2 road frontages, close to transit stops
- Parking: Limited on-site (13 stalls) to become paid parking
- Room types: Garage bays, various sized rooms, meeting room, kitchen, various sized rooms, washrooms/showers, mechanical and storage rooms
- Well maintained
- Long-lasting exterior construction (e.g. brick exterior, concrete tile roof)

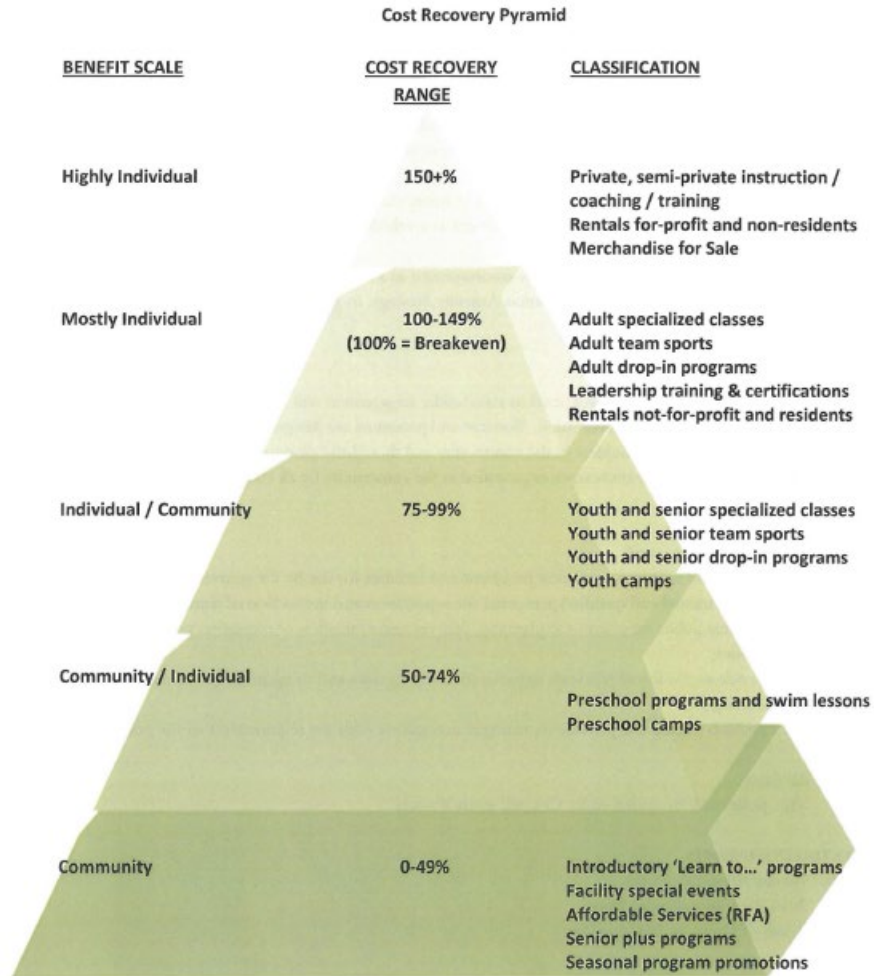


## APPENDIX B – PROTECTIVE SERVICES BUILDING FLOOR PLAN ALLOCATIONS



- Unallocated Space
  - 645 sqft: Interior Administration Area (i.e. 2 dorms)
  - 1,162 sqft: Bay Area (i.e. 2 x full bays & 2 x ½ bays)
  - 94 sqft: Storage Area (i.e. upper hose tower mezzanine & under stairs)
  - 1,901 sqft: Total Remaining Space (i.e. 20% of Total Area)
  
- Potential Shared Space:
  - 474 sqft: Training Room
  - 366 sqft: Kitchen
  - 323 sqft: Washrooms/Showers
  - 1,163 sqft: Total Shared Area (i.e. 13% of Total Area)

## APPENDIX C – RECREATION SERVICES POLICY (REC-004)





## APPENDIX D – DRAFT LEASE AGREEMENT

Lease Agreement (the "Lease") made the [redacted] day of [redacted], 2024

**BETWEEN**

**TOWN OF CANMORE**

A municipal corporation established under the *Municipal Government Act*  
(the "Landlord")

-and-

[redacted]

[A non-profit organization established as a society under the *Alberta Societies Act*]

[A corporation incorporated under the *Alberta Business Corporations Act*]

[other]

(the "Tenant")

Each a "Party" and collectively the "Parties" to this Lease

**WHEREAS** in consideration of the terms and covenants contained herein, and for other good and valuable consideration the sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1. THE PREMISES**

- (a) **Landlord's Property:** The Leased Premises as defined below are located on the following lands and buildings owned by the Landlord (the "Landlord's Property"):

Buildings:	Protective Services Building
Municipal Address:	1021 Railway Avenue, Canmore, AB, T1W 1P3

- (b) **Leased Premises:** The premises granted by the Landlord to the Tenant to use under this Lease consist of the following portions of the Landlord's Property, including any improvements, alterations, additions, deletions made from time to time by the Landlord or the Tenant (the "Leased Premises") as specifically shown in **Schedule A**:

[describe the Leased Premises – the rooms or space]

- (c) **Floor Area:** The Leased Premises have a total rentable floor area of approximately \_\_\_\_\_ square feet, more or less, as shown in **Schedule A**. The Landlord may adjust the calculated floor area of the Leased Premises from time to time for any structural or functional modification to the Landlord's Property.
- (d) **Grant and Acceptance:** The Landlord grants the Leased Premises to the Tenant to use, and the Tenant accepts the Leased Premises from the Landlord for the Term of this Lease as defined herein, subject to the terms and conditions herein. The Tenant accepts the Leased Premises as-is, where-is.
- (e) **Parking:** There is no designated parking included in this Lease. The Tenant shall park in the same manner as other public users of the Landlord's Property.

The Tenant shall comply with the Landlord's Rules as defined herein with respect to parking.

- (f) **Common Areas:** The Tenant shall have use of common areas of the Landlord's Property that are also available for the use of other tenants and users ("**Common Areas**"). The Common Areas include:
  - i. Kitchen;
  - ii. Washroom & Showers;
  - iii. Meeting Room;
  - iv. Hallways; and
  - v. Stairways.

## 2. TERM

- (a) **Term:** The duration of this Lease (the "**Term**") shall be from the \_\_\_\_\_ day of \_\_\_\_\_, 2024 (the "**Start Date**") to the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "**End Date**").
- (b) **Renewals:** Provided that the Tenant is not then in Default under the Lease, the Tenant shall be considered a month-to-month Tenant. If the Tenant wishes to become a month-to-month Tenant, the Tenant must provide the Landlord with at least NINETY (90) days written notice before the expiry of the current Term. The month-to-month tenancy shall be on all the same terms and conditions as the initial Term, with the exception of: (i) the amount of Rent.

The Rent for a renewal term shall be increased on the start date of the month-to-month tenancy and at the start of every TWELVE (12) months thereafter by the annual all-items Consumer Price Index for the City of Calgary (the "**CPI**") for the previous year of the Term or the renewal term as applicable.



In the event that the CPI is a negative number for a lease year, there shall be no increase to the Rent for the subject lease year and the Rent shall remain at the same amount as the immediately preceding lease year.]

In no event shall the Rent in a renewal period be less than the Rent in the original Term or the previous renewal period as applicable.

- (a) **Overholding Tenant:** If, at the expiration of the Term or the earlier termination of the Lease, the Tenant remains in possession of the Leased Premises with the consent of the Landlord, and without a further written agreement between the Parties, the Tenant shall be deemed an overholding Tenant and shall immediately be liable for a monthly payment, made in advance, at the rate of ONE HUNDRED AND FIFTY PERCENT (150%) of the most recent Rent calculated as a monthly amount (the “**Overholding Charge**”). While overholding, the Tenant shall be liable for performance of all its covenants under this Lease. Neither the Tenant’s continued occupancy as an overholding tenant nor payment of the Overholding Charge shall be construed as creating a consensual tenancy or imposing the continued obligations of the Landlord under this Lease. Landlord shall remain free to evict the overholding Tenant at any time without notice and to pursue all other remedies available under this Lease and at law.

### 3. RENT AND FINANCIAL MATTERS

- (a) **Rent:**

The Tenant shall pay the Landlord a minimum rent in the amount of **FIVE THOUSAND THREE HUNDRED AND FIFTY-TWO DOLLARS (\$5,352) per month** (the “Rent”).

- i. The Rent shall be payment for use of the Leased Premises and any Common Areas as defined herein that do not require a separate rental.
- ii. The Rent shall be increased on the anniversary date of the Commencement Date by the annual All-items Consumer Price Index for the City of Calgary (the “CPI”) for the previous lease year of the Term. In the event the CPI is a negative number for a lease year during the Term.

- (b) **Payment of Rent:** The Tenant shall pay the Rent in advance, without notice or demand. The Rent payment shall be due on or before the 1st day of each month.

If for any reason the Rent owing cannot be calculated until after termination of the Lease, then the Rent calculated after termination shall be payable on demand.

If, for any reason, it becomes necessary to calculate the Rent for irregular periods, an appropriate pro-rata adjustment will be made to calculate the rent for the irregular period.

- (c) **Place of Payment:** The Tenant shall deliver payment of the Rent to the Landlord through:

Direct deposit in accordance with account details provided in from the Landlord to the Tenant with an email to the Landlord at payments@canmore.ca containing a statement outlining the details of the direct deposit payment and similar information as may be addressed in a Payment Statement.

The Tenant shall pay all other amounts owing under this Lease to the Canmore Civic Centre at 902-7<sup>th</sup> Avenue, Canmore, Alberta, or such other place as the Landlord designates in writing from time to time.

(d) **Operating Costs:**

The Tenant shall pay the Landlord a proportional amount of all costs or expenses incurred by the Landlord for operating, maintaining, repairing, servicing, equipping and managing the Landlord's Property ("**Operating Costs**"). Examples of Operating Costs include but are not limited to:

- i. Electricity and natural gas utilities;
- ii. Building maintenance and repairs;
- iii. General cleaning supplies and services to the Landlords Property that are not subject to Cleaning Service Fees as defined herein;
- iv. Snow and ice control;
- v. Office supplies and other administrative overhead expenses;
- vi. Costs of insurance maintained by the Landlord; and
- vii. All other costs which are determined by the Landlord to be proportionally assignable to tenants as Operating Costs.
- viii. The formula used to calculate Tenant portion of Operating Costs is:  
(Sum of Operating Costs / Total Building Area)  
X (Common Area)  
X (Exclusive Use Area / Total Building Area)  
Operating Cost for Tenant

- (e) **Additional Amounts:** All fees, charges and amounts other than the Rent that are required to be paid by the Tenant to the Landlord or to third Parties in relation to the Tenant's occupancy of the Leased Premises or use of the Landlord's Property shall be payable as a fundamental or material term of this Lease. Payment of amounts other than Rent shall be payable upon notice, demand or invoicing as applicable.
- (f) **GST:** The Tenant shall pay the Landlord any Goods and Services Tax or similar taxes that are required by legislation and arise in connection with any goods or services provided by the Landlord to the Tenant ("**GST**"), including GST on the Rent. The amount of GST shall be calculated by the Landlord and payable by the Tenant in the same manner as other payments under this Lease.
- (g) **No Setoffs:** The Tenant shall pay all amounts owing to the Landlord without any setoffs or deductions other than as provided herein.
- (h) **Allocation of Payment:** Any payments received from the Tenant while the Tenant is in default on this Lease may be applied at the Landlord's discretion to any amounts owing under this Lease.

- (i) **Late Interest:** Late payment of any amounts owing by the Tenant to the Landlord under this Lease shall be subject to late interest at a rate equal to the prime lending rate of the Royal Bank of Canada, Main Branch, Calgary Alberta, plus 0.5% per annum. Late interest shall be without prejudice to any other right or remedy of the Landlord in the event of non-payment by the Tenant.
- (j) **Survival:** The Tenant's liability for outstanding amounts owing to the Landlord under this Lease shall survive termination of this Lease, regardless of the cause.
- (k) **Security Deposit:** The Tenant shall provide the Landlord with a deposit to hold as security for the payment of all amounts owed by the Tenant under this Lease and the performance of all the Tenant's obligations under this Lease (the "**Security Deposit**"). Upon breach of the foregoing obligations by the Tenant, the Landlord may, at its option, apply all or part of the Security Deposit as full or partial compensation for the breach. Use of the Security Deposit by the Landlord in this manner shall be in addition to any other rights or remedies available under this Lease and at law. If the Landlord uses the Security Deposit in this manner, then the Tenant shall have FIVE (5) days following written demand by the Landlord to restore the Security Deposit to the full amount. The Landlord shall not be required to keep the Security Deposit separate from its general funds nor to shall the Tenant be entitled to any interest on the Security Deposit. Upon termination of this Lease and delivery of the Leased Premises by the Tenant in the state of repair required hereunder, the Landlord shall return any unused portion of the Security Deposit to the Tenant without interest. Return of the Security Deposit shall not prejudice or limit any rights or remedies of the Landlord for the Tenant's failure to perform any obligation under this Lease. The Security Deposit shall be in the amount of **FIVE THOUSAND FOUR HUNDRED DOLLARS (\$5,400.00)**.

The Parties acknowledge that the Landlord is currently holding a Security Deposit in the amount of **FIVE THOUSAND FOUR HUNDRED DOLLARS (\$5,400.00)** and that no further amount of Security Deposit is due at the Start Date of this Lease.

- (l) **Tenant's Taxes:** The Tenant shall promptly pay when due:
- i. all taxes, assessments, charges or fees levied against the Tenant's business, operations, sales, machinery or equipment; and
  - ii. all fees for permits, licenses and consents from any person or authority related to the Tenant's use of the Premises and which are not otherwise captured in this Lease.

As the Landlord's Property is municipal land, no municipal property taxes are currently assessed against the Leased Premises. Any municipal property taxes which may be levied against the Landlord's Property or the Leased Premises are the responsibility of the Landlord. The Tenant shall have no obligation to pay municipal property taxes to the Landlord.

- (m) **Financial Statements:** On an annual basis, the Tenant shall provide the Landlord with copies of the Tenant's audited or unaudited financial statements for the Tenant's most recent financial year (the "**Financial Statements**"). The Tenant shall deliver the Financial Statements to the Landlord without request or demand as soon as available following the Tenant's financial year end. The Tenant shall

notify the Landlord of any change to the Tenant's financial year or accounting obligations that will impact this term of the Lease.

- (n) **Existing Financial Obligations:** Any financial obligations of the Tenant resulting from the Tenant having been in occupancy of the Leased Premises prior to the Start Date of this Lease shall continue under this Lease.

#### 4. USE OF THE PREMISES

- (a) **Allowable Purposes:** The Tenant shall use the Leased Premises and Common Areas as defined herein for the following purposes and for no other purposes without first obtaining the written consent of the Landlord:

[REDACTED]

- (b) **Limits on Quiet Enjoyment:** The Tenant acknowledges that the Landlord's Property is municipal property that is used by the Landlord, other tenants and the public in relation to municipal programs and services. The Tenant acknowledges that other users of the Landlord's Property may impact the Tenant's enjoyment of the Leased Premises or Common Areas. The Tenant shall not expect a level of quiet enjoyment comparable to that provided by private facilities. All references to quiet enjoyment herein shall be interpreted accordingly.

- (c) **Exclusive Use:** The Landlord shall provide the Tenant with exclusive use to the following parts of the Leased Premises (the "Exclusive Use" areas) as shown on **Schedule A:**

describe [REDACTED].

Exclusive Use means, without the Tenant's expressed consent, the Landlord shall not lease, rent out, or grant permits to persons other than the Tenant. Exclusive Use shall not limit the expectation that the Tenant treat the Leased Premises as a public facility and enable public access as related to the permitted use. Exclusive Use shall not limit the Landlord's rights of entry to conduct inspections, maintenance or repairs or to exercise the Landlord's other rights and responsibilities under this Lease.

- (d) **Non-Exclusive Use:** Use of parts of the Leased Premises as shown in **Schedule A** or otherwise identified in this Lease as being for shared or non-exclusive use may be used by the Landlord or provided by the Landlord to other users from time to time ("Shared Use" or "Non-Exclusive" areas).

- (e) **Common Areas:** The Tenant shall not use the Common Areas in ways that exclude or displace other users without the expressed consent of the Landlord. The Tenant shall book or rent any Common Areas that may be booked or rented through the Landlord's general procedures.
- (f) **No Access to Other Areas:** The Tenant shall not use any areas of the Landlord's Property other than the Leased Premises and Common Areas without the prior, expressed consent of the Landlord. This includes, without limitation, areas that are assigned to other tenants or users or reserved by the Landlord for its own use.
- (g) **Control of Activities:** Subject to the terms of this Lease, the Tenant shall have control of its own activities conducted within the Leased Premises.
- (h) **Supervision of the Leased Premises:** The Tenant shall be solely responsible for the control and supervision of the Leased Premises while the Tenant is in occupancy of the Leased Premises. The Tenant shall be relieved of this duty of supervision during times when the Landlord provides use of a Non-Exclusive area of the Leased Premises to other users or makes use of these areas for the Landlord's own purposes.
- (i) **Landlord's Rules:** The Tenant acknowledges that the Landlord may from time to time make municipal bylaws, policies, corporate directives, operational guidelines and rules that apply to the use of the Leased Premises, Common Areas and Landlord's Property (the "**Landlord's Rules**"). Examples of Landlord's Rules include but are not limited to safe workplace policies, health and safety directives, and terms and procedures for the booking, rental and use of the Landlord's Property. The Landlord shall provide the Tenant with reasonable notice of the Landlord's Rules by providing the Tenant with copies or posting copies in accessible locations. The Tenant shall observe and cause its members, employees, volunteers, contractors and invitees to abide by the Landlord's Rules at all times.
- (j) **Applicable Laws:** The Tenant shall comply with and cause its members, employees, volunteers, contractors and invitees to comply with all applicable laws affecting the condition, maintenance, repair use or occupation of the Leased Premises or any equipment therein. Applicable Laws for the purpose of this Lease include:
- i. Legislation, regulations, orders and decisions of federal, provincial and municipal government organizations and agencies;
  - ii. The requirements of current and future insurers of the Landlord and Tenant;
  - iii. The standards, certifications or expectations of any governing bodies, certification bodies or umbrella associations applicable to the Tenant's business and operations; and
  - iv. The Landlord's Rules as defined herein.
- (k) **Health and Safety:** The Tenant shall:
- i. report to the Landlord all incidents of bodily injury, personal injury, property damage occurring on the Leased Premises to the Landlord;
  - ii. take precautions to ensure a safe workplace and place of operations, including maintaining orderly, well-kept areas and training employees and volunteers;

- iii. create and follow standard operating procedures that promote the health and safety of the Tenant's employees, volunteers, contractors and invitees; and
- iv. advise the Landlord of all safety concerns or unsafe conditions that come to the Tenant's attention.

(l) **Hazardous Substances:** The Tenant shall:

- i. not store any hazardous or flammable materials anywhere on the Landlord's Property without the Landlord's prior written consent, and then only according to the Landlord's terms and conditions;
- ii. not store any illegal, toxic, noxious or dangerous substances in any part of the Landlord's Property without the Landlord's prior written consent;
- iii. not allow the release of any environmental pollutants or contaminants on the Landlord's Property;
- iv. store and maintain all materials and supplies, including cleaning supplies, in accordance with Material Safety Data Sheets (MSDS) and any other applicable standards; and
- v. comply with all applicable occupational health and safety legislation and with the Landlord's health and safety requirements.

(m) **Prohibited Uses:** Without limiting the general requirements of this Lease, the Tenant shall not:

- i. commit or allow any damage or disfiguration of any part of the Landlord's Property;
- ii. overload any walls, floors or ceilings of any part of the Landlord's Property;
- iii. create fire hazards through excessive heat or undue loads on electrical circuits or otherwise;
- iv. allow undue noise or vibrations to emanate from the Leased Premises;
- v. do or permit anything that, in the Landlord's opinion, would result in a nuisance or be offensive or annoying to the Landlord or other permitted users of the Landlord's Property;
- vi. use the Leased Premises to store personal property or equipment unrelated to the permitted purpose and uses of the Leased Premises;
- vii. conduct liquidations or bulk sales of the Tenant's property other than in the normal course of operations; or
- viii. engage in illegal, misleading, deceptive or disreputable practices that could impact the Landlord's reputation.

(n) **Permits:** The Tenant is solely responsible and hereby covenants to obtain and maintain in good standing all statutory consents, approvals or permits required for the Tenant's use of the Leased Premises and Landlord's Property under any Applicable Laws.

(o) **Tenant's Signage:** The Tenant shall only install signage as specified in this Lease, or if the Lease is silent then with the written consent of the Landlord in its sole discretion. All Tenant signage shall comply with the Landlord's Rules. Without limiting the foregoing, all Tenant's signage must comply with the Landlord's policies regarding sponsorship and advertising as applicable. Signage shall be construed broadly to include all forms of physical and digital signage.

- (p) **Landlord's Signage:** The Landlord may install the Landlord's own signage in or around the Leased Premises at the Landlord's discretion.

## 5. LANDLORD'S ACCESS

- (a) **Keys:** The Tenant shall not change locks or keys to the Leased Premises without the Landlord's expressed, written consent. The Tenant shall authorize and sign off on the distribution of access keys to the Leased Premises to designated individuals in the Tenant's organization according to the Landlord's procedure for distribution of keys.
- (b) **Access by Landlord:** If the Landlord requires access to the Leased Premises to exercise its rights and responsibilities under this Lease, the Landlord shall provide the Tenant with notice as follows:
- i. General Maintenance: The Landlord may enter the Leased Premises at any time, without notice, to conduct maintenance, repair, and routine inspections of the Landlord's Property in ways that will not prevent the Tenant from using any part of the Leased Premises.
  - ii. Disruptions of Use: The Landlord may enter the Leased Premises to conduct maintenance, repairs or inspections that will have the effect of preventing the Tenant from using all or part of the Leased Premises.
  - iii. Emergencies: In the event of an emergency or a threat to the Landlord's Property, the above notice requirements shall not apply, and the Landlord may enter the Leased Premises without notice.
  - iv. Non-Exclusive Areas: The Landlord shall not use its rights of access for inspections, maintenance, repairs and emergencies to provide use of the Leased Premises to other tenants or users. Any action of this nature must accord with the notice requirements and other provisions of this Lease regarding Non-Exclusive areas.

## 6. CLEANING, MAINTENANCE, REPAIRS AND BUILDING SERVICES

- (a) **Landlord's Cleaning Responsibilities:** The Landlord shall be generally responsible for cleaning areas of the Landlord's Property outside of the Leased Premises, subject to the specific responsibilities of the Tenant.
- (b) **Tenant's Cleaning Responsibilities:** The Tenant shall be generally responsible for cleaning the Leased Premises, subject to any specific responsibilities of the Landlord.
- (c) **Cleaning Service:** To meet the Tenant's responsibilities for cleaning, the Tenant may request that the Landlord provide a cleaning service (the "**Cleaning Service**"). Discretion to provide the cleaning service and to have this service delivered by employees or contractors shall rest with the Landlord. If the Tenant has not or will not meet its cleaning responsibilities, then the Landlord may require the Tenant to use the cleaning service.



- (d) **Cleaning Service Fees:** The cost of the Cleaning Service to be paid by the Tenant (the “**Cleaning Service Fees**”) shall be determined by the Landlord, acting reasonably, and shall be payable by the Tenant to the Landlord as an additional amount under this Lease. The Landlord shall provide the Tenant with an estimate of the Cleaning Service Fees before commencing the Cleaning Service. This requirement to provide an advance estimate shall not apply if the Landlord must clean the Leased Premises in relation to surrender of the Leased Premises by the Tenant.
- (e) **Landlord’s Maintenance Responsibilities:** Unless specifically provided by this Lease, the Landlord shall be generally responsible for:
- i. maintenance and repair of all materials, equipment and systems associated with the structure of the buildings;
  - ii. maintenance and repair of the building envelope, including exterior weather walls, windows, roofs and structural subfloors;
  - iii. the heating, ventilation, mechanical, plumbing including plumbing fixtures, electrical, building management systems and fire protection systems in the buildings;
  - iv. security systems other than those installed by the Tenant;
  - v. the provision of electric, natural gas, water, sewer, waste disposal and other utilities or services to the buildings;
  - vi. light bulbs and light ballasts in the buildings;
  - vii. snow and ice control on the Landlord’s Property;
  - viii. maintenance of parking areas;
  - ix. maintenance of exterior fences; and
  - x. general grounds maintenance lawn care and landscaping.
- (f) **Tenant’s Maintenance Responsibilities:** Unless specifically provided by this Lease, the Tenant shall be generally responsible for:
- i. the maintenance and repair of all the Tenant’s fixtures and equipment in the Leased Premises;
  - ii. keeping the Leased Premises in generally good and presentable appearance;
- (g) **Maintenance Service:** To meet the Tenant’s responsibilities for maintenance, the Tenant may request that the Landlord provide a maintenance service (the “**Maintenance Service**”). Discretion to provide the maintenance service and to have this service delivered by employees or contractors shall rest with the Landlord. If the Tenant has not or will not meet its maintenance responsibilities, then the Landlord may require the Tenant to use the Maintenance Service.
- (h) **Maintenance Service Fees:** The cost of the Maintenance Service to be paid by the Tenant (the “**Maintenance Service Fees**”) shall be determined by the Landlord, acting reasonably, and shall be payable by the Tenant as an additional amount under this Lease. The Landlord shall provide the Tenant with an estimate of the Maintenance Service Fees before commencing the Maintenance Service. This requirement to provide an advance estimate shall not apply if the Landlord must clean the Leased Premises in relation to surrender of the Leased Premises by the Tenant.

- (i) **Residual Discretion:** If for any reason the division of responsibility for cleaning, maintenance and repair provided by this Lease is uncertain, then the Landlord shall have discretion to direct the Tenant's responsibility for cleaning, maintenance and repair.
- (j) **Notification of Outstanding Cleaning & Maintenance Issues:** The Tenant shall promptly notify the Landlord of any need for any cleaning, maintenance, or repair for which the Landlord is responsible.

## **7. ALTERATIONS, IMPROVEMENTS AND FIXTURES**

- (a) **Telecommunication Services:** The Tenant shall be responsible for the costs of installation, rental and maintenance of all telephone, cable, internet or other telecommunications equipment and services for the Leased Premises or used by the Tenant elsewhere on the Landlord's Property. All installation of telecommunication equipment on the Landlord's Property shall be subject to the prior written consent of the Landlord.
- (b) **Tenant's Alterations:** The Tenant shall not undertake any construction nor make any modifications, alterations, renovations or additions ("**Alterations**") to the Leased Premises or elsewhere on the Landlord's Property without the Landlord's prior written consent. The Landlord's consent may require the Tenant to provide plans and specifications for the proposed Alterations. The Tenant must follow the Landlord's operating procedures and safety requirements applicable to any Alterations. All Alterations must be done in a proper manner in accordance with all Applicable Laws and subject to any terms and conditions imposed by the Landlord. The Tenant acknowledges and agrees that Alterations by the Tenant are generally expected to be kept to a minimum and that the Tenant has no expectation of approval of Alterations.
- (c) **Landlord's Alterations:** The Landlord shall have the right to make alterations, renovations or improvements to the Leased Premises and to undertake work to provide services or utilities to the Leased Premises, provided that the Landlord:
  - i. complies with provisions of this Lease for notice of entry;
  - ii. obtains the Tenant's consent for any work that would impact the Tenant's right of quiet enjoyment as provided herein; and
  - iii. complies with the terms of this Lease for abatement as applicable.
- (d) **Tenant Improvements:** All construction, modifications, alterations, renovations and additions in the nature of permanent improvements to the real estate as carried out by the Tenant from time to time ("**Tenant Improvements**") shall be considered improvements to the Landlord's Property and the sole property of the Landlord. The Tenant hereby acknowledges and agrees that it has no pecuniary, proprietary, legal or equitable interest in any Tenant Improvements. For certainty, the Tenant Improvements do not include the Tenant's removable trade fixtures and equipment or the personal property of the Tenant.
- (e) **Fixtures:** The Tenant shall not install or attach any structures, furnishings or equipment ("**Fixtures**") to the walls, floors or ceilings of the Leased Premises or elsewhere on the Landlord's Property

without the Landlord's prior, written consent. All installation of Fixtures by the Tenant must be done in a proper, workmanlike manner and shall be subject to any conditions imposed by the Landlord.

- (f) **Removal of Fixtures During the Term:** If the Tenant is not in default on this Lease at the applicable time, then at any time during the Term of the Lease the Tenant may remove the same Fixtures, and only those same Fixtures, that were installed by the Tenant during the ordinary course of the Tenant's occupation of the Leased Premises, provided that:
- i. the Tenant at its sole cost must repair any damage to the Landlord's Property resulting from installation and removal of the Fixtures;
  - ii. the Tenant must replace the Fixtures with comparable Fixtures of equal or greater value if so directed by the Landlord; and
  - iii. the Landlord may direct the repairs and installation work to be done by the Tenant or may arrange for the restoration work to be done by other persons and may charge the costs to the Tenant, which the Tenant shall promptly pay.
- (g) **Fixtures to Become Landlord's Property:** Upon termination of this Lease for any reason, any Fixtures remaining on the Landlord's Property shall be deemed Tenant Improvements and shall become the sole property of the Landlord. The Tenant hereby agrees to surrender any Fixtures remaining on the Landlord's Property upon termination of this Lease without any claim or interest in the Fixtures. Notwithstanding the above, the Landlord in its sole discretion may, by written notice prior or after the termination of this Lease, require the Tenant at its sole cost to remove Fixtures and to repair any damage to the Landlord's Property caused by the installation and removal of the Fixtures. The Landlord may direct the repair work to be done by the Tenant or may arrange for the restoration work to be done by other persons and may charge the costs to the Tenant, which the Tenant shall promptly pay.
- (h) **Payment for Work:** The Tenant shall promptly pay for the costs of all labour and materials provided to the Landlord's Property on behalf of the Tenant.
- (i) **Liens:** The Tenant shall not allow any liens or financial encumbrances to be registered against the Landlord's Property. The Tenant shall forthwith notify the Landlord of the registration of any such liens and cause the same to be removed within THIRTY (30) days unless the Landlord consents in writing to additional time. If the Tenant fails to cause the removal of liens or encumbrances, then the Landlord may do so, and the entire cost thereof shall be immediately due and payable by the Tenant to the Landlord. The Tenant shall indemnify and hold harmless the Landlord against any claims, demands or costs related to any such liens or encumbrances.
- (j) **Security Interests:** The Tenant shall not allow any security interests to be registered against any of the Tenant's equipment or personal property or any Fixtures on the Landlord's Property without the Landlord's prior written consent.

## 8. GENERAL COVENANTS

- (a) **Landlord's Covenants:** The Landlord covenants with the Tenant to:
- i. observe and perform all responsibilities and obligations of the Landlord under this Lease.
- (b) **Tenant's Covenants:** The Tenant covenants with the Landlord to:
- i. observe and perform all responsibilities and obligations of the Tenant under this Lease;
  - ii. pay all amounts owing under this Lease when due at the time and manner provided for herein;
  - iii. pay all taxes, charges, levies, invoices or amounts for which the Tenant is responsible for paying; and
  - iv. keep the Landlord's Property free and clear of liens, charges or encumbrances.

## **9. INSURANCE**

- (a) **Tenant's Insurance:** The Tenant shall, in connection with the Leased Premises and the Tenant's operations, at all times during the Term of this Lease or during any other time that it uses or occupies the Leased Premises or any part of the Landlord's Property, at its own cost and expense, obtain and maintain with insurers registered and licensed under the laws of the Province of Alberta the following insurance policies to the sole satisfaction of the Landlord:
- i. All-risk property damage insurance in an amount not less than the full replacement cost of all the Tenants' assets, personal property, furniture, equipment, machinery, fixtures and improvements;
  - ii. Commercial General Liability (GGL) insurance that includes coverage against third-party claims for property damage, personal injury, bodily injury and death in an amount of not less than FIVE MILLION DOLLARS (\$5,000,000) for any one occurrence;
  - iii. Any other insurance as the Landlord or Tenant may reasonably require from time to time, against such risks and in the form and amounts that a prudent Landlord or Tenant would require the Tenant to carry under similar circumstances;
  - iv. Without limiting the foregoing, the liability insurance carried by the Tenant shall include:
    - A. A Host Liquor Liability Endorsement which will cover liabilities associated with any events where alcohol may be served on the Landlord's property; and
    - B. A Tenants' Legal Liability Endorsement for damage that the Tenant may cause to the structure of the buildings on the Landlord's Property.
- (b) **Terms of Tenant's Insurance Policies:** Each of the above insurance policies required of the Tenant shall protect the Landlord and any person or entity acting on the Landlord's behalf as an additional insured or as a loss payee, as their interests may appear, and shall contain where appropriate:
- i. a waiver of any subrogation rights which the Tenant's insurers may have against the Landlord or its designees with respect to liability;
  - ii. a cross liability or severability of interests clause;
  - iii. a waiver in favor of the Landlord of any breach of warranty clause such that the insurance policies in question shall not be invalidated with respect to the Landlord's interest, by reason of any breach or violation of any warranty, representation, declaration or condition contained in the policies; and

- iv. an undertaking by the insurers to provide the Landlord with at least THIRTY (30) days notice prior to any termination of the insurance policies.
- (c) **Workers' Compensation Insurance:** The Tenant shall, in connection with the Leased Premises and the Tenant's operations, at all times during the Term of this Lease or during any other time that it uses or occupies the Leased Premises or part thereof, carry workers compensation insurance recognized by the Alberta Workers Compensation Board as applicable to the Tenant's employees and workforces.
- (d) **Proof of Insurance:** The Tenant shall provide the Landlord with certificates of insurance or copies of the above insurance policies evidencing that the above insurance is in place:
- i. at the time the Tenant signs this Lease;
  - ii. in each subsequent calendar year during the Term of the Lease; and
  - iii. at any other time upon request of the Landlord.
- (e) **Landlord's Insurance:** The Landlord shall, throughout the Term of this Lease and during any other time that the Tenant uses or occupies the Leased Premises or any part of the Landlord's Property, at its sole cost and expense, obtain and maintain the following insurance respecting the Landlord's Property:
- i. All-risk property damage insurance on the real property and personal property of the Landlord comprising or incidental to the Landlord's Property, including boiler and machinery insurance where applicable, but specifically excluding: (A) any property that the Tenant is required to insure under this Lease and (B) any property that other tenants of the Landlord are required to insure under their respective leases;
  - ii. Commercial General Liability (CGL) insurance that includes coverage against third-party claims for property damage, personal injury, bodily injury and death with respect to the Landlord's operations of the Landlord's Property;
  - iii. Insurance against fire and other risks as included in a standard fire and extended coverage insurance policy, in an amount equal to the full replacement value of the Landlord's Property and improvements forming part of the Landlord's Property, subject to deductibles as imposed or required by the Landlord's insurer; and
  - iv. Any other form of insurance as the Landlord may reasonably consider advisable from time to time.

Notwithstanding any contribution by the Tenant to the cost of the Landlord's insurance premiums by way of paying the Rent hereunder, the Tenant acknowledges and agrees that no insurable interest is conferred upon the Tenant under any of the Landlord's insurance policies required by this Lease, and that the Tenant has no right to receive any proceeds from the Landlord's insurance policies.

- (f) **Third Party Insurance:** Where the Tenant permits other persons to occupy or use the Leased Premises through any form of sublet, rental or use agreement allowable under this Lease, the Tenant shall require these other users of the Leased Premises (a "**Third Party**") to provide proof of liability insurance that protects the Landlord as an additional insured. The insurance of the Third Party shall include a cross-liability or severability of interest clause, a waiver of subrogation in favor

of the Landlord and a notice of cancellation as described above with respect to the Tenant's insurance. The Tenant shall make the Third Party's proof of insurance available to the Landlord on request.

## 10. LIABILITY AND INDEMNIFICATION

- (a) **Limitation of Landlord's Liability:** The Tenant agrees that the Landlord shall not be liable or responsible for:
- i. any personal injury, bodily injury or death, or any consequential damage of any nature whatsoever, however caused, that may be suffered by the Tenant, the Tenant's employees, invitees, licensees, or any other person who may be in or around the Leased Premises or any part of the Landlord's Property in relation to the Tenant's programs and operations, unless the personal injury, bodily injury or death is attributable to the Landlord's willful act, willful neglect or gross negligence;
  - ii. any loss or damage of any nature, however caused, to the Leased Premises or to any personal property belonging to the Tenant, the Tenant's employees, invitees, licensees or any other person while such personal property is in or about the Leased Premises, unless the damage or loss is attributable to the Landlord's willful act, willful neglect or gross negligence; or
  - iii. the failure to supply any services or utility required for the operation of the business of the Tenant for any cause beyond the Landlord's reasonable control.

For certainty, the Landlord shall not be responsible for the safety of persons involved in the Tenant's programs and operations and for their personal property when using or occupying the Leased Premises.

- (b) **Indemnification of Landlord:** The Tenant shall indemnify and hold harmless the Landlord, its officers, agents and assigns from and against all claims, demands, actions, damages, liabilities, costs and expenses, including lawyers fees and other professional fees, in connection with the loss of life, personal injury, damage to property or any other loss or injury whatsoever arising from or in relation to:
- i. the occupancy and use of the Leased Premises or any part of the Landlord's Property by the Tenant, its officers, employees, agents, contractors, sub-tenants, concessionaires, licensees, permittees and invitees; and
  - ii. the acts or omissions of the Tenant, its officers, employees, agents, contractors, sub-tenants, concessionaires, licensees or anyone permitted or invited by the Tenant to be in the Leased Premises or any part of the Landlord's Property.

The indemnities provided herein shall survive the termination of the Lease.

If both the Landlord and the Tenant have claims to be indemnified under any insurance, the indemnity shall be applied first to the settlement of the claim of the Landlord and the balance to the settlement of the claim of the Tenant.

## **11. DEFAULT**

- (a) **Events of Default:** Any of the following events shall constitute a default by the Tenant under this Lease ("**Default**"):
- i. Failure to pay the rent or any other sum or amount payable to the Landlord under this Lease at the time the amount becomes due;
  - ii. The Tenant becomes bankrupt, insolvent, goes into receivership or into any form of process for creditor or insolvent debtors;
  - iii. The Tenant abandons or attempts to abandon the Leased Premises;
  - iv. The Tenant ceases to use the Leased Premises for the purposes granted under this Lease;
  - v. The Tenant ceases to conduct its normal business or takes any steps towards dissolution or winding up;
  - vi. Any of the Tenant's personal property, including but not limited to the Tenant's Fixtures, are seized by any creditors of the Tenant or any law enforcement agencies;
  - vii. The Tenant or any agent or representative of the Tenant falsifies or misrepresents any statement or report required to be provided to the Landlord under this Lease;
  - viii. The Tenant assigns or transfers any part of this Lease without the prior written consent of the Landlord;
  - ix. The Tenant sublets or allows other persons to use any part of the Leased Premises without the prior written consent of the Landlord or as otherwise contemplated by this Lease;
  - x. The Tenant uses the Leased Premises for purposes other than the allowable purposes specified under Article 4 of this Lease;
  - xi. The Tenant conducts any of the uses listed as prohibited uses in Article 4 of this Lease;
  - xii. The Tenant fails to observe or perform any of the terms, conditions or covenants of this Lease and the Tenant persists in this Default for TEN (10) days after having received written notice from the Landlord to correct this Default; however, if the Default of which the Tenant has notice will reasonably take more than TEN (10) days to correct, then the Tenant shall commence correction within TEN (10) days and continue to diligently pursue the correction until completed, failing which the Tenant shall be in Default;

## **12. REMEDIES**

- (a) **Landlord's Remedies:** In the event of Default by the Tenant, the Landlord may pursue any one or more of the following remedies:
- i. Declare that the any amounts to become due and payable under the Lease are immediately due and payable;
  - ii. Enter the Leased Premises, expel the Tenant and any other occupants or users, and repossess the Leased Premises, using reasonable force if required. The Tenant hereby releases the Landlord from all actions, claims, demands or damages whatsoever in relation to forceable entry by the Landlord in response to Default on the part of the Tenant;
  - iii. Re-let all or part of the Leased Premises as an agent of the Tenant and receive rents which shall be applied first towards all costs incurred by the Landlord in relation to the re-letting and the balance applied to the Rent or any amounts owing by the Tenant to the Landlord;
  - iv. Terminate this Lease by providing written notice to the Tenant; and



- v. Seize the Tenant's personal property, including Fixtures, from the Leased Premises by distress warrant.
- (b) **Waiver of Exclusions:** The Tenant waives the benefit of any exemption or protection granted by any law or legislation in existence now or at any future time respecting the Landlord's right of distraint or distress.
- (c) **Sale of Seized Property:** The Landlord may sell the seized property so long as arrears in Rent or any other amounts owing under this Lease are outstanding, either before or after termination of the Lease. The Tenant hereby waives any right of redemption with respect to the seized property, and the Landlord shall be free to recover any amounts owing from the Tenant through the sale of this property. Any sale of the Tenant's property seized under the Landlord's right of distress shall be conducted according to applicable laws and, if permitted, shall include a private sale by the Landlord.
- (d) **Preservation of Property:** Without limiting the foregoing, if the Tenant fraudulently or clandestinely removes the Tenant's property from the Leased Premises to prevent the Landlord from seizing this property for any arrears owing, the Landlord may within THIRTY (30) days:
  - i. seize the Tenant's property by distress warrant from its new location and sell the Tenant's property to recover the amounts owing to the Landlord; and
  - ii. use reasonable force to gain entry to the new location for the purpose of seizing the Tenant's property in the exercise of the Landlord's right of distress.
- (e) **No Liability:** The Landlord shall not be liable to the Tenant for any damages in connection with reasonable use of force or the sale of the seized property in exercising the Landlord's right of distress.
- (f) **Costs and Indemnity:** In relation to the Landlord's remedies for Default on the part of the Tenant, the Tenant shall pay the Landlord:
  - i. all amounts payable under this Lease up to the time of repossession of the Leased Premises by the Landlord or the termination of the Lease, whichever is later;
  - ii. all costs and expenses incurred by the Landlord in relation to the Tenant's Default, including without limitation the legal costs incurred by the Landlord on a solicitor-client basis, which shall be payable by the Tenant forthwith on demand; and
  - iii. all reasonable expenses incurred by the Landlord in relation to entering and repossessing the Leased Premises, terminating the Lease, collecting sums payable by the Tenant, realizing upon seized assets, repairing the Leased Premises and re-letting the Leased Premises.
- (g) **Landlord's Performance of Tenant's Obligations:** If the Tenant fails to observe or perform any obligations under this Lease, the Landlord in its sole discretion may perform the obligation on behalf of the Tenant without prejudice to any other remedy that the Landlord may have. In performing the Tenant's obligations, the Landlord may make payments and incur costs on behalf of the Tenant. Any costs incurred by the Landlord shall be subject to an administrative charge of TEN

PERCENT (10%) and shall be payable by the Tenant to the Landlord as an additional amount under this Lease.

- (h) **Remedies are Cumulative:** No reference to or exercise of any specific right or remedy of the Landlord under any part of this Lease shall prejudice or preclude the Landlord from any other right or remedy under this Lease, at law or in equity. No remedy shall be exclusive or dependent upon any other remedy. The Landlord from time to time may exercise any remedy independently or in combination. Without limiting the foregoing, the Landlord may commence and maintain legal action against the Tenant to collect any amounts owing by the Tenant under this Lease without terminating this Lease.

### 13. TERMINATION

- (a) **Termination for Default:** The Landlord may terminate this Lease in the event of Default on the part of the Tenant as provided herein.
- (b) **Termination for Substantial Damage:** If, during the Term of the Lease, the Leased Premises are substantially damaged or destroyed to the point where the Leased Premises cannot be reasonably repaired to allow use and occupancy by the Tenant, the Landlord may provide the Tenant with SIXTY (60) days notice of termination of the Lease and the Tenant shall surrender the Leased Premises. Any Rent or Operating Costs payable by the Tenant shall be pro-rated to the date of termination stated in the notice, and the Tenant shall be entitled to any reimbursement necessary to achieve this pro-rating.
- (c) **Termination for Convenience:** This Lease may be terminated by either party, at any time, without cause, by providing the other party with THIRTY (30) days written notice.
- (d) **Surrender of Leased Premises:** Upon termination of this Lease regardless of the cause, the Tenant shall:
- i. vacate and deliver up possession of the Leased Premises in the same state and condition in which the Leased Premises were received, excepting:
    - A. normal wear and tear; and
    - B. any specific exclusions from the Tenant's general obligations for maintenance and repair of the Leased Premises;
  - ii. promptly remove the Tenant's property from the Leased Premises and elsewhere on the Landlord's Property, subject to provisions for the Landlord's ownership of Tenant Improvements and the Landlords' right to retain Fixtures;
  - iii. surrender all keys to the Leased Premises to the Landlord and inform the Landlord of the combinations or passcodes to any safes or locks inside the Leased Premises; and
  - iv. have the Leased Premises cleaned to the best standards of commercial cleaners for premises of the same nature. If the Tenant fails or is unwilling to clean the Leased Premises to this standard, the Landlord may arrange the cleaning of the Leased Premises and the Tenant shall promptly pay the Landlords' cleaning costs upon demand.

- (e) **No Liability for Storage:** The Landlord shall not be responsible for storage of the Tenant's property or for loss or damage to the Tenant's property after the date of termination of the Lease. The Landlord shall not be a trustee or a bailee of the Tenant's property upon termination of the Lease. Any property of the Tenant remaining on the Landlord's Property after the date of termination of the Lease shall be deemed to have been abandoned and the Landlord shall be entitled to retain, sell or dispose of this property for the Landlord's own benefit.

#### 14. MISCELLANEOUS

- (a) **Force Majeure:** If major events beyond the control of either Party ("**Force Majeure**") prevent the Parties from performing their respective obligations under this Lease, then the requirements to perform these obligations shall be suspended and no default or liability shall result from the non-performance while this major event is in effect. Examples of Force Majeure include: natural disasters, official states of emergency, geopolitical instabilities, acts of war, terrorism, disease pandemics, government orders or prohibitions, public sector strikes or lockouts, and inflation sufficient to be considered a governmental emergency. Force Majeure shall not include general shortage of labour or material or other general market forces impacting the operations of the Landlord and Tenant.
- (b) **Transfers, Assignments and Sublets:** The Tenant shall not transfer this Lease, assign this Lease, sublet any of the Leased Premises, rent out any of the Leased Premises, nor grant any license to use or possess any part of the Leased Premises unless:
- i. expressly allowed by this Lease; or
  - ii. with the Landlord's expressed written consent, which may be withheld in the Landlord's absolute discretion.
- (c) **Change in Control:** Where the Tenant is an incorporated entity or partnership, any change in
- i. the effective control of the entity;
  - ii. change in the control of the business conducted by the Tenant on the Leased Premises; or
  - iii. any change in the identity of the Tenant (all a "**Change in Control**") shall be deemed to be a transfer of the Lease, and the requirements for Landlord's expressed written consent to the transfer shall apply.
- (d) **Consents:** No requirements for Landlord consent under this Lease shall be deemed to have been met without prior written consent from the Landlord to that effect. No issuance, waiver or omission of Landlord consent in one circumstance shall be deemed to provide Landlord consent in any other circumstance.
- (e) **Waiver:** No rights or remedies of the Landlord under this Lease shall be deemed to have been waived without a prior written waiver from the Landlord to that effect. No waiver of any rights or remedies in this Lease at a particular time or in relation to a particular event shall be construed as a

waiver of any other rights or remedies under this Lease at any other time or in relation to any other event.

- (f) **No Registration of the Lease:** The Tenant shall not register this Lease nor any caveat concerning this Lease in the Land Titles Office.
- (g) **Mortgage or Transfer by Landlord:** If the Landlord intends to mortgage or transfer ownership of the Landlord's Property, the Tenant shall consent to the transfer of this Lease and do any further things required to enable the Landlord's mortgage or transfer. The Landlord shall provide the Tenant with reasonable notice of any intended mortgage or transfer of the Landlord's Property that could impact the Tenant's use of the Leased Premises.
- (h) **Notices:** Any notices required by this Lease shall be valid and effective if delivered in person, by email transmission of a PDF document; or by pre-paid registered mail to the following addresses:

Landlord's Address	Town of Canmore, Civic Centre, 902 7 <sup>th</sup> Avenue, Canmore, Alberta T1W 3K1
Landlord's Email	Facilities@canmore.ca
Landlord's Representative	Manager of Facilities
Tenant's Address	
Tenant's Email	
Tenant's Representative	

The Landlord and Tenant may change their respective addresses for notice and representatives from time to time by providing written notice according to this section.

The Tenant shall also provide the Landlord with notice of change to the Tenant's directors as an ongoing matter during the term of the Lease.

- (i) **Delivery:** Notice by personal delivery shall be deemed received when delivered. Notice by email that is not returned as undelivered or undeliverable shall be deemed received the day sent, or, if this is not a regular business day, then on the next regular business day. Notice by registered mail shall be deemed received on the FIFTH (5<sup>th</sup>) business day following the date of mailing unless mail service is likely to be delayed by strike or slowdown of postal workers or by Force Majeure as defined herein.
- (j) **Successors and Assigns:** This Lease shall be binding on and enure to the benefit of the Parties and to their respective successors and permitted assigns.
- (k) **Severability:** If any part of this Lease is held to be invalid or unenforceable, then this part shall be severable and the remainder of the Lease shall remain in full force and effect.
- (l) **Survival:** The indemnities contained in this Lease, the Tenant's obligation to pay any amounts owing to the Landlord under this Lease, and any other terms that by their nature must survive termination to have their intended effect shall survive the termination of this Lease.

- (m) **Time:** Time is of the essence hereof.
- (n) **Governing Law:** This Lease shall be governed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein. The courts of the province of Alberta shall have jurisdiction over any litigation concerning this Lease.
- (o) **Freedom of Information and Protection of Privacy Act:** This document and all terms herein including financial amounts and the name of the Tenant are subject to disclosure under the Freedom of *Information and Protection of Privacy Act (the "FOIP Act")*.
- (p) **Confidential Information:** The Tenant acknowledges that, through the course of the tenancy create by this Lease, the Tenant may actively or passively come into information held by the Landlord that is confidential in nature, including but not limited to:
- i. data or information concerning the landlord's business, operations, strategies and processes;
  - ii. information concerning the Landlord's financial and human resources;
  - iii. information that the Landlord is required to keep private or confidential for third parties;
  - iv. private, personal or health information of individuals; and
  - v. information subject to reasonable efforts to be kept confidential (all "**Confidential Information**").

Confidential Information shall not include information already made public through means other than a breach of these terms by one of the parties.

The Tenant hereby agrees not to use or disclose any Confidential Information without the expressed consent of the Landlord. In addition to the above, neither party shall disclose the terms or details of this Lease to any other person, with the exceptions of that party's legal, financial and professional advisors, and the municipal council of the Town of Canmore in the conduct of council business. The possibility of required disclosures under the *FOIP Act* shall not negate the Parties' general obligations of confidentiality and non-disclosure in the absence of a *FOIP Act* disclosure. This section shall survive termination of the Lease.

- (q) **Schedules:** The Schedules referenced herein and attached hereto form part of this Lease.
- (r) **Conflicts:** In the event of a conflict or inconsistency between the main body of the Lease and the Schedules, the specifics of the Schedules will prevail, but only to the extent of the conflict or inconsistency.
- (s) **Whole Agreement:** This Lease is the entire agreement between the Landlord and Tenant concerning the subject matter herein, and there are no further written or oral agreements between them concerning the terms and conditions of the landlord-tenant relationship.

- (t) **Amendments:** Any changes, alterations or amendments to this Lease must be made in writing and signed by both Parties with the same formality as the original Lease.
- (u) **Further Assurances:** The Parties agree to do any further things or execute any further documents necessary or advisable from time to time to perform this Lease and to implement any future change thereto in accordance with the intentions of this Lease.
- (v) **Counterparts:** This Lease may be executed in counterpart. Each executed counterpart when held together shall be deemed to be one and the same instrument. The executed counterparts of this Lease may be transmitted by electronic means; provided that the signing Party also forwards an original signed copy of the Lease.

[REST OF PAGE INTENTIONALLY BLANK – SIGNATURE PAGE TO FOLLOW]

**IN WITNESS WHEREOF**, the Landlord and Tenant have made their respective signatures below as of the date stated above.

**Landlord**

TOWN OF CANMORE

\_\_\_\_\_  
Stephen Hanus, Manager of Facilities

\_\_\_\_\_  
Whitney Smithers, General Manager of Municipal Infrastructure

**Tenant**

[TENANT'S LEGAL NAME AS ON THE FIRST PAGE]

\_\_\_\_\_  
[name], [position – should be a registered officer or director]  
“I have authority to bind the Tenant”

\_\_\_\_\_  
Witness

\_\_\_\_\_  
[name], [position – should be a registered officer or director]  
“I have authority to bind the Tenant”

\_\_\_\_\_  
Witness

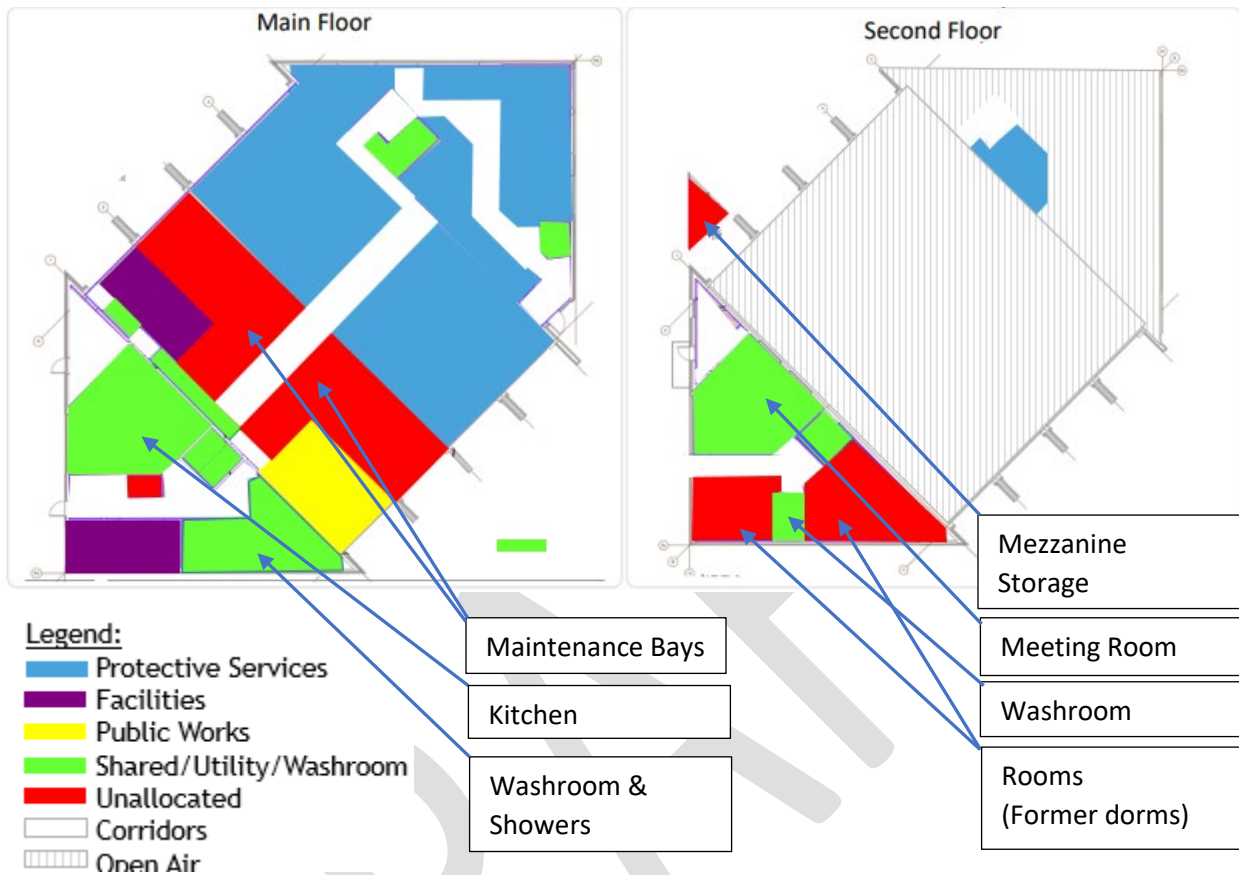
**Schedule A: Leased Premises**

**Site Plan:**





Floor Plan:



- Unallocated Space Available for Exclusive Use
  - 645 sqft: Interior Administration Area (i.e. 2 dorms)
  - 1,162 sqft: Bay Area (i.e. 2 x full bays & 2 x ½ bays)
  - 94 sqft: Storage Area (i.e. upper hose tower mezzanine & under stairs)
  - 1,901 sqft: Total Remaining Space (i.e. 21% of Total Area)
  
- Shared Space Available for Common Use:
  - 474 sqft: Training Room
  - 366 sqft: Kitchen
  - 323 sqft: Washrooms/Showers
  - 1,163 sqft: Total Shared Area (i.e. 13% of Total Area)