Schedule "A"

Proposed Terms and Conditions for a Joint Use Agreement between the City of Winnipeg, General Council of Winnipeg Community Centres, Bronx Park Community Centre and the Good Neighbours Active Living Centre Inc.

Landlord:	City of Winnipeg
Partners:	General Council of Winnipeg Community Centres, (hereinafter referred to as "GCWCC"); Good Neighbours Active Living Centre Inc., (hereinafter referred to as "GNALC"); and Bronx Park Community Centre (hereinafter referred to as "BPCC");
Building Area:	The main floor area of the building is 25,205 sq. ft. The Bronx Park Community Centre has care & control of the facility and surrounding grounds.
Use:	For operating & maintaining a multi-purpose recreation and active living centre and for no other purposes. BPCC and GNALC shall work together to determine access times for each party as necessary for their programming needs.
Term:	Five (5) year term commencing the date of approval or until cancellation by either party as set forth in the agreement.
Option to Renew:	A further five (5) year commencing at the expiration date.
Fees:	Annual fee in the sum of $10.00 plus GST payable on the Commencement Date and on the anniversary in each year.
Realty Taxes:	BPCC and GNALC are responsible for all realty taxes, municipal taxes, school taxes, local improvements, license fees, business tax, etc. of which may be charged in respect of the use and occupation of the subject property. BPCC and GNALC are entitled to make application to the City pursuant to the provisions of the Municipal Assessment Act of Manitoba and City of Winnipeg Community Groups Occupying City-owned Facilities Bylaw 89/2005; (By-law 89/2005 of The City of Winnipeg, exempts from property tax, non-profit occupiers that use or operate the property or a portion of it, as a community hall, community recreation area, community centre or community rink);
Admin Fee:	An annual administration fee of $250.00 plus GST;
Cancellation:	This agreement is subject to cancellation by either party, upon providing 90 days' notice in writing;

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Upon termination, cancellation or expiration of the Agreement BPCC and GNALC shall not remove any improvements, except for contents owned by BPCC or GNALC and shall restore the premises to a condition satisfactory to the City's Director of Planning, Property and Development and the Director of Community Services. Should BPCC or GNALC default in so doing the City may restore the premises at the sole risk and expense of BPCC and GNALC.

Notwithstanding the termination of this agreement in any manner herein provided for, BPCC and GNALC shall be and remain liable to the City for all payments due and obligations and liabilities incurred hereunder up to the date of such termination and for the fulfillment of all obligations on the part of the Lessee to be observed and performed upon or after such termination;

Insurance:

BPCC shall comply with any and all insurance requirements of the City or GCWCC as set out in the Management Agreement and/or the Accountability Manual.

GNALC shall provide and maintain the following insurance coverage at all times during the duration of the contract:

(i) Commercial General Usability Insurance in the amount of at least two million dollars ($2,000,000.00), inclusive, with The City of Winnipeg added as an additional insured, across liability clause; such as liability clause, such liability policy to also contain blanket contractual liability cover;

(ii) An “All Risk” property insurance policy, for the full replacement cost insuring contents, equipment, tenant improvements and business interruption;

(iii) Automobile liability insurance for owned and non-owned automobiles used for or in connection with this Agreement in the amount of at least **TWO MILLION DOLLARS ($2,000,000.00)** to remain in place at all times during the full term of the Agreement; such insurance may be met through the commercial general liability cover where applicable;

All property policies written on behalf of GNALC shall contain a waiver of any subrogation right which GNALC insurers may have against the City and against those for whom the City is, in law, responsible, whether any such damage is caused by the act, omission or fault of the City or by those for whom the City, is, in law, responsible;

All policies shall be taken out with insurers licensed to and carrying on business in the Province of Manitoba;

Loss, if any, shall be payable to the City, as their interests may appear;

All other applicable deductibles shall be borne by GNALC;

GNALC shall not cancel, materially change, or cause any such policy or policies to lapse without minimum thirty (30) days prior written notice to the City;

GNALC shall provide written notice to the City of any material changes to their policies within thirty (30) days of the change taking effect;

GNALC shall file with the City a Certificate of Insurance in a form satisfactory to the City Solicitor;

The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this Agreement and for any subsequent renewals thereof, provided that the City shall give GNALC reasonable notice and shall request reasonable change.

Joint Use of Subject Property:

The Subject Property shall not be used for any purpose other than the program and service mandates as adopted by each organization within their respective Constitutions and By-Laws.

BPCC and GNALC agree to work together through the Facility Working Group to determine access times for each party as necessary for their programming needs. Access times will be based on the different peak hours of operation for each organization, in particular, BPCC's need to use the Subject Property on evenings and weekends and GNALC's need to use the Subject Property on weekdays during the day.

Upon availability, BPCC and GNALC shall provide space at no charge to the City sponsored programs, providing that no additional costs are incurred by BPCC/GNALC. City programming must not compete with existing programming offered at the facility.

BPCC and GNALC shall make the facility available to the City for the hosting of special events upon receipt of ninety (90) days written notice. The City will be responsible for any repairs or damages caused by such use. The City will act in good faith to accommodate BPCC and GNALC scheduled events.

BPCC and GNALC shall be permitted to use the Subject Property for the hosting of special events or joint initiatives as approved by the Facility Working Group. BPCC and GNALC will be jointly responsible for any repairs or damages caused by such use.

Operating Costs:

BPCC will be responsible to pay all operating and utility costs relating to the Subject Property as more particularly set out in the applicable Universal Funding Formula, Management Agreements and Accountability Manual.

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GNALC will be responsible to pay a proportionate share of all Site Expenses arising out of their use and access of the Subject Property, such amount will be determined at regular intervals by the Facility Working Group.

City's Responsibilities: The City shall provide funding under the Universal Funding Formula to BPCC for use as set out therein and as set out in the Management Agreement.