

TO:	His Worship Mayor Dan Ruimy and Members of Council	MEETING DATE:	2023-05-02
FROM:	Chief Administrative Officer	FILE NO:	01-0640-30-2023
		MEETING:	CoW
SUBJECT:	Maple Ridge Historical Society Operating and Lease Agreements Renewal		

EXECUTIVE SUMMARY:

The current Operating and Lease Agreements for the Brick Yard House & Office (referred to as the "Museum site") between the City of Maple Ridge (the "City") and the Maple Ridge Historical Society (the "Society") expired in 2022. In addition, the Lease Agreements between the City and the Society for St. Andrews Church and The Old Post Office also expired in 2022. All agreements include a Hold Over clause that allows the Society to continue to operate and lease these facilities on a month-to-month basis.

The Society continues to provide a valuable service to the community by making history, stories, and archives accessible through programming and collecting new stories, artifacts, and photographs.

Staff recommend that Council approve the renewal of the Society's expired Operating (attached as Schedule A), and Lease Agreements for the Museum site (attached as Schedule B), St. Andrews Church (attached as Schedule C), and The Old Post Office (attached as Schedule D) for a three-year term retroactively commencing January 1, 2022.

RECOMMENDATION:

That

- 1) The Maple Ridge Historical Society Operating Agreement dated January 1, 2022, for a three-year term be approved;
- 2) The Maple Ridge Historical Society Lease Agreement for the Brick Yard House & Office effective from January 1, 2022, for a three-year term be approved;
- 3) The Maple Ridge Historical Society Lease Agreement for St. Andrew's Church effective from January 1, 2022, for a three-year term be approved;
- 4) The Maple Ridge Historical Society Lease Agreement for The Old Post Office effective January 1, 2022, for a three-year term be approved; and,
- 5) The Corporate Officer be authorized to execute these agreements.

a) Background Context:

The Maple Ridge Historical Society is a non-profit, charitable organization that operates and manages Maple Ridge's historic buildings: Brickyard House and Office (also known as the "Museum site"), St. Andrew's Church, and The Old Post Office. They provide interpretative services and programming for the Haney House Museum, along with exhibition, interpretation, and programming services, and archival collection and information since 1984.

In 2021, the Society undertook a strategic plan process and updated their vision: *Engaged in our Heritage: The present is becoming our past*. Their vision is to share their enthusiasm to protect, honour, and celebrate Maple Ridge's history through the communities' stories. They work with many community partners and the Community Heritage Commission on programs and initiatives that enhance our understanding and appreciation of the past, present, and future. All programs and services provide a higher profile and appreciation for heritage, and awareness of local and family history, to support growing areas of interest for new residents, tourists, and businesses. The Society is also developing educational programming to deliver at the Albion Community Centre.

City staff and the Society have agreed in principle to renew their Operating Agreement (attached as Schedule A) for a three-year term to include the proposed changes below:

1. The City will pay, per calendar year, the fees below to the Society to operate the leased Museum site and for the provision of heritage and archival programs and services. The increase is included in the funding allotment in the 2023-2027 approved financial plans;
 - 2022: \$211,741
 - 2023: \$224,615
 - 2024: \$229,107
2. The Society will provide the City a 15% administration fee of total registration revenues for fee-based programs at the Albion Community Centre;
3. There is an additional Clause 7(k) which addresses the Society's support to having qualified and trained staff to perform management and operational functions of the Museum site, including curatorial, education, research, administration, and planning.

City staff and the Society have also agreed to renew the Lease Agreements for the Museum site, St. Andrew's Church, and The Old Post Office for a three-year term, which is consistent with other agreements the City enters into with other community partners.

City staff recommend adding a Preventative Maintenance schedule to the St. Andrews Church lease (attached within schedule B). This is consistent with the City's approach with other groups and will allow the Society greater opportunity to deliver appropriate programming and services for residents, and guests, while the City protects the asset.

The Society proposed increasing service levels by hiring a full-time archivist to reallocate the Executive Director's time to advance programs and increase opportunities to apply for grants to further leverage operations. Currently, staff do not support this request and have asked the Society, who have received grant funding for one year, to report back on the successes of the interim position for future consideration.

b) Desired Outcome:

To maintain accessible and affordable options for community engagement in culture. Specifically, growing heritage that contributes to a greater sense of community pride and spirit, enhances local economic benefits, attracts tourists and newcomers, develops volunteerism, and improves the quality of life.

c) Strategic Alignment:

Staff's recommendations align with Council's strategic plan (2023-2026) and the City's Parks, Recreation & Culture Master Plan (2023), Volunteer Policy, Culture Plan (2018) and Tourism Strategy (2022).

Strategic Plan: Engaged, healthy community

- Goal: Provide a diversity of inclusive and accessible recreation opportunities.

Parks, Recreation & Culture Master Plan (2023):

Heritage Preservation & Education:

- Strategy: Continue to support the services and programs of the Maple Ridge Museum & Archives regarding heritage and archaeological, resource interpretation, conservation, promotion and celebration.

d) Business Plan/Financial Implications:

The recommended funding allotment is within the 2023-2027 approved financial plans.

CONCLUSIONS:

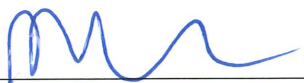
The Maple Ridge Historical Society has been a valuable, long-term operating and lease partner providing valued heritage services to the community at affordable and accessible levels. Heritage helps to tell the stories of Maple Ridge, builds stronger community pride and identity, and contributes towards cultural tourism.



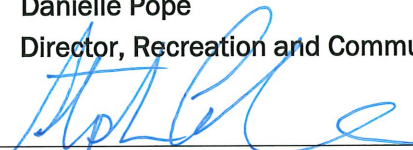
Prepared by: **Tony Cotroneo**
Recreation Manager, Community Engagement



Reviewed by: **Darrel Denton**
Property Manager, Parks, Recreation and Culture



Reviewed by: **Danielle Pope**
Director, Recreation and Community Engagement



Reviewed by: **Stephane Labonne**
General Manager, Parks Recreation and Culture



Concurrence: **Scott Hartman**
Chief Administrative Officer

Attachments:

- (A) Draft Maple Ridge Museum Operating Agreement – January 1, 2022
- (B) Draft Maple Ridge Historical Society – Brickyard House Lease– January 1, 2022
- (C) Draft Maple Ridge Historical Society – St. Andrew's Heritage Church Lease – January 1, 2022
- (D) Draft Maple Ridge Historical Society – The Old Post Office Lease – January 1, 2022

MAPLE RIDGE HISTORICAL SOCIETY OPERATING AGREEMENT

THIS AGREEMENT made as of the 1st day of January, 2023

BETWEEN:

CITY OF MAPLE RIDGE 11995 Haney Place, Maple Ridge, B.C.V2X 6A9

(the “City”)

OF THE FIRST PART

AND

MAPLE RIDGE HISTORICAL SOCIETY, a Society duly incorporated under the Societies Act of the Province of British Columbia, having its office in the Maple Ridge Museum at 22520 116th Avenue, Maple Ridge, B.C. V2X 0S4

(the “Society”)

OF THE SECOND PART

WHEREAS:

- A. The City of Maple Ridge provides recreation services to residents through the Park, Recreation and Culture department and works with community partners to meet these needs;
- B. The City and Society have entered into a Lease dated for reference 1st day of January 2022 (the “Lease”) with respect to the municipally owned buildings comprised of “Maple Ridge Museum” and “Maple Ridge Museum Office” containing amongst other things the Maple Ridge Museum Collection and Community Archives located at 22520 116 Avenue, Maple Ridge, B.C., situated on PID: 012-350-371, Lot 2 District Lot 401 Group 1 New Westminster District Plan 79665 (the “Brickyard Complex”)
- C. The City and Society have an understanding that curatorial and interpretative services (as detailed in Schedule D) will also be provided by the Society at the historic museum located at 11612 224 Street, Maple Ridge, B.C. situated on PID: 011-538-449, Lot 2 Except: Part Subdivided by Plan 14332, Block 2 District Lot 398 Group 1 New Westminster District Plan 155 (“Haney House”);
- D. The City and the Society agree that the Brickyard Complex and the Haney House including the Community Archives housed therein, will be referred to collectively herein as the “Museum” and both the City and the Society desire to provide for the co-ordination and provision of heritage and archival programs and services for the benefit of the residents of Maple Ridge and to provide for the operation of the Museum;
- E. The Society should be a community leader that plays a key role to strengthen community heritage groups, researchers and the cultural sector; to build community wide connections and networks and to encourage an understanding of heritage and culture in creating a healthy, vibrant community.

- F. The Society operates as a not-for-profit member based organization governed by a Board of Directors and managed by a professional staff dedicated to promoting and encouraging appreciation for local history and historic preservation as stated and outlined in the Society's Constitution (attached hereto as Schedule A). It has the capacity to align activities, programs and operations with the Society's Constitution.
- G. The City is prepared to pay an operating grant to the Society for managing and operating the Museum in order to help broaden the community's awareness of local history and preservation as outlined in this Agreement for the benefit of Maple Ridge and area community and also made accessible to the public;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements herein and of other good or valuable consideration provided for herein (the receipt and sufficiency whereof is hereby acknowledged by each of the parties), the parties hereto agree as follows:

Definitions

- A. **"Business Day"** means days other than a Saturday or Sunday or a statutory or civic holiday in British Columbia;
- B. **"Business Hours"** means 8 a.m. to 5 p.m. Pacific Standard Time on a Business Day;

Ownership of Structures

- 1. The parties confirm that the City of Maple Ridge is the owner of all the historic structures referred to collectively as the Museum and the Society agrees to provide curatorial, collections and interpretative work and services to the public in the Museum for a term of three (3) years commencing the January 1, 2022 and ending on December 31, 2024 (the "Term") subject to earlier termination as outlined in Section 3 and Section 13(a) below.

Default

- 2. In the event the Society is in material breach or default of its obligations under the terms of this Agreement, and the material breach or default continues for a period of five (5) Business Days, then the City of Maple Ridge, in its sole and unfettered discretion, may terminate this Agreement upon five (5) Business Days notice to the Society, and the Society shall remit the pro-rated balance of the Operating Funds received from the City for the remainder of the Term and will be deemed to be in default of the Lease in accordance with the following:

Termination

- 3. The parties agree that:
 - (a) in addition to any terms of this Lease, termination of this Agreement whether by notice, effluxion of time or by operation of law shall operate as a notice of termination of the Lease;

- (b) if the Lease is terminated for any reason, the parties agree to negotiate a new Agreement to reflect the changed circumstances and reduced operating responsibilities for the Society under this Agreement, including reducing the amount of Operating Funds payable under this Agreement; and
- (c) if this Agreement is terminated by either party, then any Operating Funds provided by the City pursuant to this Agreement shall be pro-rated and any excess paid by the City shall be considered a debt due and owing to the City.

Parking

- 4. The City and the Society will continue to negotiate access to random (non-exclusive) parking on surface lots owned by the City adjacent to the Museum structures for staff and visitors pending availability and in accordance with its bylaws and guidelines set for similar locations and uses, which may subsequently amend this Agreement.

Operating Funds

- 5. The City agrees to pay to the Society the following funds to manage and operate the Museum sites and towards the provision of heritage and archival programs and services:
 - (a) For the 2022 calendar year, an annual amount of \$211,741, to be paid in two equal installments on the first day of January and July;
 - (b) For the 2023 calendar year, an annual amount of \$224,615.04, to be paid in two equal installments on the first day of January and July;
 - (c) For the 2024 calendar year, an annual amount of \$229,107.34, to be paid in two equal installments on the first day of January and July.

(collectively, the "Operating Funds")

For clarity, the calculation of the Operating Funds described above includes payment to offset the cost of storage rental for the Society's artifacts and archives (may include a few larger Haney House artifacts from the collections) and utilities. For reference purposes the projected storage fees are estimated at minimum: \$12,500 in 2022; \$14,000 in 2023 and \$16,000 in 2024. Any new changes for the Society's storage needs and utilities will be negotiated and approved by the City in advance of the calendar year and will be considered in the context of program priorities, budget, grant availability and other considerations.

All Operating Funds payments shall be subject to deduction of any amounts paid by the City under this Agreement on behalf of the Society, and of any amounts owed by the Society to the City.

Conditional Entitlement

- 6. The obligation of the City to pay the Operating Funds in any year is subject to the establishment of the City's annual budget and approval by City Council. The City shall budget for the Operating Funds; however, it is understood and acknowledged that if the Operating Funds budgeted by the City are reduced, the City and the Society agree to review and proportionally reduce the level of operating responsibilities to be provided by the Society under this Agreement. The City

will act in good faith and endeavor to provide reasonable notice of funding reductions to the Society.

City's Covenants

7. The City covenants and agrees:

- (a) to assign a staff liaison (the "Staff Liaison") designated by the City who shall attend the meetings of the Board of Directors of the Society and the general meetings of the Society including strategic planning as a non-voting observer for the purpose of facilitating communication between the City and the Society;
- (b) the Staff Liaison shall be the manager of this Agreement on behalf of the City;
- (c) to also appoint one member of the Council selected by the Mayor as non-voting liaison to the Society's Board of Directors and permit the liaison to attend regular meetings of the Board of Directors on a quarterly basis;
- (d) to provide to the Society advertising space in its Parks, Recreation & Culture Guide (the "Guide") which may be in digital form in the event the Guide is in digital form or equivalent to the space customarily provided for heritage programs and services in past issues of the Guide if the Guide is in paper form, and such other space as may become available as determined by the City, without cost to the Society, and to do its utmost to promote and publicize the Society's programs and services through the distribution of the Guide and any other avenues that may be available and appropriate;
- (e) to provide office space in the Museum for the Society to carry on the business of the museum and community archives.
- (f) to provide access to all City parks, recreation and culture facilities for the Society's heritage and archival programs approved by the City on request of the Society at no cost, waiving base rent and pending availability. The Society will be responsible for any additional expenses incurred by the City beyond base rent. For registered fee-based programs at the Albion Community Centre, the Society will provide a 15% administration fee of total registration revenues to the City. For uses other than heritage programs, the City will provide access to City parks and recreation facilities other than the Museum sites in accordance with current booking and scheduling policies and procedures, and to charge the Society in accordance with the current fees and charges policy (see website www.mapleridge.ca), noting that the Society shall be classified as a non-profit recreational group warranting the subsidies for facility rental contained in that policy for such groups. The Society will be responsible for any additional related expenses in operating a program from any of these facilities.
- (g) to provide preventative maintenance and lifecycle replacement as outlined in the Museum Facility Preventative Maintenance and Lifecycle Service Guidelines, an operational guide for City assets.

Society's Covenants

8. The Society covenants and agrees:

- (a) to manage and operate the Museum in accordance with this Agreement and the Lease for the intended purposes of the Museum including heritage programs,

archives, displays, exhibitions, social gatherings, meetings, presentations, events, rentals, museum shop, and for no other purpose save and except that which may be approved by the City from time to time. The Society will establish operating policies and procedures for its operations in line with its strategic plan;

- (b) to provide the heritage, archives and cultural programs and services which will be functioning primarily within the City's geographic area of jurisdiction, within the limits of available resources including collecting, researching, exhibiting and preserving artifacts and archival materials pertaining to Maple Ridge as outlined in the Society's mission;
- (c) when developing history-based programs and services, to take into consideration community building and connections to provide member heritage groups, community groups, school district, business and individuals the opportunities to connect, link, learn together, share assets and common interests, network and co-create through history and culture where possible;
- (d) to actively participate in collaborative planning opportunities and city-wide initiatives related to heritage and culture (e.g. committees for heritage/programming, cultural planning, mapping, assessments and community development) that align with City's policies, vision and goals for the community and partners at large and the Society's goals within available resources;
- (e) to operate the Museum at a level of quality similar to other communities in the Province of British Columbia which provide similar services as are included in this Agreement including being an efficient, cost effective, professional and sustainable delivery system to the community. Further the City recognizes that funding beyond the Agreement is required to undertake all programs, operations and services, however other sources of funding will not be used to duplicate services already funded by the City;
- (f) to conduct surveys and evaluations and compile and analyze statistics and data on programs, services and Operations to inform and meet strategic and business planning processes, monitoring and reporting requirements;
- (g) to advertise the history-based programming in the City's Parks, Recreation & Culture Guide in accordance with all deadlines and standards established by the City for the production of the Guide in addition to utilizing other appropriate advertising methods;
- (h) to keep the Museum sites open to the public for a minimum of 6 hours a week (depending on the season) on a year round basis and increasing hours open to the public to five days a week during peak tourist season pending availability of volunteers, students and/or contractors. An admission fee will be determined by the Society.
- (i) to include provision for appropriate levels of training and professional development opportunities for the Board of Directors, staff and volunteers of the Society within available resources in the Society's annual budget as part of best practices for a non-profit organization and in accordance with the Society's governance policy;
- (j) to use good board governance practices and procedures including understanding of fiduciary duties, the Society will support integrity, financial accountability, and compliance with all statutory and contractual requirements.. The Society will demonstrate a commitment to collecting and considering community feedback to improve effectiveness, process and outcomes that benefit our community and stakeholders;

- (k) to support having qualified and competent persons to perform work as determined by the Society's strategic plans in the core areas of management and operation including curatorial, education, research, administration and planning. Hiring and human resources decisions are the sole discretion of the Society.
- (l) to apply and maintain appropriate human resources management practices for non-profit organizations of similar size, scale and scope including:
 - (i) a criminal record check as a condition of employment for staff and volunteers working with vulnerable populations,
 - (ii) appropriate levels of supervision for all direct and partnered activities and programs,
 - (iii) fostering a culture of inclusivity by applying broad recruitment efforts, and professional services where appropriate.
- (m) to seek funding from diverse sources including grants, sponsorships and fundraising endeavors to support operations, programs and services as part of best practices and sustainability;
- (n) to acknowledge the City's support for the Society, its programs and activities as applicable in communications and promotional materials used to promote these activities and where space permits. The Society shall provide such acknowledgement by using the logos and/or names of the City of Maple Ridge in accordance with prescribed standards set out by the City;
- (o) to maintain the Museum and Haney House in a clean and safe condition at all times and in good working order, excepting normal wear and tear. The Society shall have exclusive and absolute care, custody and control of the Museum and the equipment contained therein during the terms of this Agreement. The Society's collection (excluding Haney House artifacts) and equipment will be disbursed as per its dissolution clause;
- (p) To obtain and maintain during the term of this Agreement, at the Society's expense, with such company or companies and on such forms as are acceptable to the City, in the name of the Society, Comprehensive General Liability insurance coverage including, without limiting the foregoing, coverage for premises and operations liability, contingency liability with respect to the operations of contractors and subcontractors, completed operations liability, contractual liability and automobile liability for owned, non-owned and hired units. The limits of liability shall not be less than \$5,000,000 for each occurrence for bodily injury, including death, and property damage. Each policy shall provide that it may not be cancelled, lapsed or materially altered without at least 30 days' notice in writing to the City by registered mail, and shall name the City of Maple Ridge and the Board of Education of School District No. 42 (Maple Ridge Pitt Meadows) as additional insured parties and shall provide for cross liability and severability of interests, which means that the policy applies separately to each insured party. In the event such insurance lapses or is cancelled or any material alterations are made without the approval of the City, the City may at its option without notice forthwith terminate this Agreement or the City may, at its option and without obligation to do so, obtain and maintain such insurance at the expense of the Society and the Society hereby appoints the City as the Society's lawful attorney to do all things necessary for that purpose;

- (q) To deliver a certificate of insurance evidencing the insurance coverage required by this Agreement to the City prior to the commencement of this Agreement and deliver evidence of renewal of the insurance coverage upon request by the City;
- (r) To maintain its status as a Society in good standing with the Registrar of Companies for the Province of British Columbia and to function in accordance with the policy attached hereto as Schedule "C";
- (s) To maintain an open membership which will ensure all citizens of Maple Ridge may become members of the Society;
- (t) Not to amend the Constitution or the bylaws of the Society without first informing the City of the intended amendment;
- (u) Not to suffer, permit or allow any unlawful activities causing nuisance or activity that is in breach of the Human Rights Code;
- (v) To possess, occupy, use and operate the Museum in accordance with all the terms and conditions of any licenses issued by any governmental authority;
- (w) To obtain and keep current all permits and licenses required by law to be obtained to operate the Museum and to fulfill the Society's obligations; and
- (x) To permit the Staff Liaison and the City's representatives to attend meetings of the Society's Board of Directors.

Business Plan and Financial Statements

9. The Society must provide to the City:

- (a) a detailed business plan and a budget each year in advance of the City's business planning process (fall), for the operation of the Museum, and for the delivery of the operations, programs and activities that the City is contributing resources towards for review by the Staff Liaison (attached as Schedule B). The strategic plan and budget will be in alignment with the City's vision and goals for community partners operating civic-owned facilities and will inform the City's annual business plans;
- (b) an Annual Report presentation following the Society's AGM to the City, if requested including, at minimum:
 - (i) financial statements conducted as a review engagement, however, the City shall have the right at its sole discretion and expense to carry out an audit;
 - (ii) annual statistics and summary on Museum use, program and participation attendance numbers for scope of programs and services offered, volunteer information and other relevant data;
 - (iii) Three-year comparative statistics including projected year, based on the Society's fiscal year, provided to the Staff Liaison each fall for department business planning purposes; and
 - (iv) A projected three year budget (e.g. 2022-2024) at the time of renewal with updates provided in a timely manner.

Indemnity

10. The Society will:

- (a) release the City and agrees not to sue the City in respect of any matter arising out of or relating to this Agreement, except for any wrongful refusal of the City to perform its obligations under this Agreement; and
- (b) indemnify, defend and save harmless the City, their elected officials, officers, employees, agents, contractors and volunteers from and against any and all claims, suits, liability, demands, actions, proceedings, costs (including legal costs), damages and expenses whatsoever, by whomsoever brought arising from:
 - (i) any breach, violation, default or non-performance by the Society of any covenant, condition or provision of this Agreement;
 - (ii) any act, omission, wilful misconduct or negligence of the Society, its officers, directors, members, contractors, volunteers of the Society or for whom the Society is responsible for at law; and
 - (iii) any death, personal injury, property damage, property loss, economic loss or other loss or harm suffered by any person, including the City, on or in relation to the Museum or the operations of the Society.

The indemnity contained in this agreement survives the expiry or earlier termination of this Agreement.

11. **Force Majeure**

Neither party shall be liable for damages caused by delay or failure to perform its obligations under this Agreement where such a delay or failure is caused by a Force Majeure event beyond their reasonable control. Without limiting the generality of the foregoing, the parties agree that Force Majeure events shall include natural disasters, acts of war, governmental restrictions put in place to combat pandemics (including by the City) that render delivery of the services impossible, insurrection and terrorism but shall not include shortages or delays relating to supplies or services, the non-payment of any amount due to financial circumstances of the Society or the City or general economic conditions. If a party seeks to excuse itself from its obligations under the Agreement due to a Force Majeure event, that party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance. If the anticipated or actual delay or non-performance exceeds 60 Business Days, the other party may immediately terminate the Agreement by giving notice of termination and such termination shall be in addition to the other rights and remedies of the terminating party under the contract at law or in equity.

12. **Notice** - Any demand, notice or other communication to be made or given pursuant to this Lease shall be in writing and may be made or given by personal delivery or by transmittal by email, facsimile copy or other means of electronic transmission addressed to the respective parties as follows:

The City of Maple Ridge
11995 Haney Place,
Maple Ridge, British Columbia V2X 6A9
Attention: Stephane Labonne, General Manager, Parks, Recreation & Culture

and in the case of the Lessee, addressed to:

The Maple Ridge Historical Society
C/O The Maple Ridge Museum,
22520 116th Avenue, Maple Ridge, British Columbia V2X 8Y6

or to such other address or email, facsimile copy or other means of electronic transmission address as any party may from time to time notify to the other party in accordance with this Section 12. Any demand, notice or communication made or given by personal delivery shall be conclusively deemed to have been made or given on the day of actual delivery thereof and, if made or given by email, facsimile copy or other means of electronic transmission, shall be conclusively deemed to have been given on the first Business Day following the transmittal thereof unless given, and received, prior to 4:00 p.m. (Pacific Standard Time) on the day of transmittal if such day of transmittal is a Business Day, and if mailed, forty-eight (48) hours after such mailing.

Notices, approvals, waivers, tenders and other documents and monies permitted, required, or contemplated by this Agreement may be given, delivered, or tendered by or to the parties by their respective solicitors on their behalf.

13. General Provisions:

- (a) this Agreement shall come into effect on upon execution by the parties hereto and be effective for the duration of the Term, provided that each party may terminate this Agreement upon giving 180 days' notice in writing to the other party of its intention to do so in accordance with Section 12 above;
- (b) that the City has not made any representations, covenants, warranties, guarantees, promises or agreements (oral or otherwise) with the Society other than those contained in this Agreement;
- (c) nothing contained or implied herein shall prejudice or affect the rights and powers of the City in the exercise of its functions under any public and private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised as if this Agreement had not been executed and delivered by the Society;
- (d) wherever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or the body corporate or politic where the context or the parties so require.
- (e) the parties hereto shall do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement;
- (f) nothing herein contained shall be deemed or construed by the parties, as creating the relationship of principal and agent or of partnership or of joint venture between the parties and no acts of the parties hereunder shall be deemed to constitute the Society as anything other than an independent contractor;

- (g) no subsequent alteration, amendment, change, revision or addition to this Agreement shall be binding on the parties unless in writing and signed by the parties' authorized signatories;
- (h) no provision herein requiring approval or consent of the City shall be deemed to have been fulfilled unless written consent or approval relating to the specific matter has first been obtained. No prior consent or approval and no condoning, excusing or overlooking by the City of Maple Ridge on previous occasions when such consent or approval was required shall be taken to operate as a waiver of the necessity for such consent or approval wherever required;
- (i) if upon the expiry of the Term, the Society continues to occupy and operate the Museum, the City may, at its discretion, continue to pay the monthly Operating Fund amounts then in effect.
- (j) time shall be of the essence of this Agreement;
- (k) this Agreement may not be assigned by the Society except with the consent in writing of the City, which may be withheld at the City's sole discretion.
- (l) this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

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

THE CITY OF MAPLE RIDGE
in the presence of:

Authorized Signatory

Witness

Corporate Officer
Title

Date

Authorized Signatory

Title

THE MAPLE RIDGE HISTORICAL SOCIETY
in the presence of:

Authorized Signatory

Witness

Title

Date

Authorized Signatory

Title

Schedule "A"

Society's Constitutional Purposes

CONSTITUTION

1. The name of the Society is the "Maple Ridge Historical Society".
2. The purposes of the Society are:
 - (a) to provide current, former and potential residents of our community with the means to make our history their own through the collection, preservation, and sharing of our historic images, documents and artifacts;
 - (b) to create a sense of identity and pride both within and outside our community, preserving the past and the present for the future.

[as filed with the Registrar of Societies, August 2018]

Schedule "B"
STRATEGIC PLAN 2022-2024

Strategic Plan 2022-2024 enclosed on the following page.

Schedule "C"

CITY REQUIREMENTS FOR GROUPS WITH WHOM THE CITY ENTERS INTO AN OPERATING AGREEMENT

1. That the group maintain its status as a registered Society in good standing with the Provincial Registrar of Companies.
2. That the purposes of the Society listed in its Constitution encompass the programs and services for which the agreement is being entered into.
3. That the Society dissolution clause in its Bylaws identify that the assets of the Society shall go to a local organization with similar purposes or to the appropriate local government authority (the City of Maple Ridge) upon dissolution of the Society.
4. That the Society's Bylaws provide for any resident of Maple Ridge of the appropriate age to become voting members of the organization at a reasonable annual cost.
5. That the Society's Bylaws provide for regular (annual) elections to the Board of Directors from the Membership (terms should be alternated between positions on the Board where the term of membership on the Board is longer than one year). It is also recommended as best practice that the bylaws should provide for a maximum number of terms a member may serve on the Board before stepping down for at least one term.
6. That a financial review statement be presented to the City on an annual basis if the operating grant is for an amount over \$75,000 annually. If the operating grant is for a smaller amount a statement must be presented which is subject to audit at the discretion and expense of the City.
7. That a detailed annual report of the programs and services provided to the community by the Society be provided to the City.
8. That the books and records of the Society are available to the City or its representatives for inspection at any time upon 24 hours' notice having been provided requesting such notice.
9. That any changes to the Constitution or Bylaws of the Society be provided to the City in advance of such changes being brought forward to the membership for consideration and adoption.
10. That the Society prepares and presents a three year financial plan for its operations to the City on an annual basis.

Schedule "D"

ADDENDEUM FOR HANEY HOUSE CURATORIAL AND INTERPRETATIVE SERVICES

1. Although the Haney House Museum collection is the property of the City, the Society will be responsible for its care, storage and display during the term of the agreement.
2. The Society will provide curatorial and interpretative services for the Haney House Museum that may include collections management, research, exhibit signage and public tours.
3. The hours of operation for Haney House Museum would follow section 8H in the Operating Agreement. However, it is recognized that the House can be closed during the off season (eg. winter) for up to two months.
4. One room, off the kitchen, will be allocated for the Society to use as an office. Any furniture and equipment for staff and volunteer use will be the responsibility of the Society.
5. The Society will be responsible for telecommunications and recycling in respect of its use and occupancy of the site and day to day operations (caretaker's residence covers the garbage removal, electricity and power).
6. The City will maintain and repair or cause to be maintained, replaced or repaired Haney House Museum's structural membranes, foundations, roof, external and internal facades, flooring, windows, doors, fire alarms, alarm monitoring service, plumbing and electrical systems, lighting, HVAC systems (if applicable) and other capital items. The work may be carried out at the discretion of the City pending resources and availability.
7. This excludes any maintenance, repair or replacement as a direct or indirect result of the neglect, misuse, negligence, wrongful act or omissions of the Society and its members, officers, employees, contractors, agents, volunteers or other for whom the Society is responsible.
8. The City will be responsible to cut the grass on this heritage property and may perform other landscaping work as it sees fit and in its sole discretion.
9. The City will provide an on-site caretaker for this property with a residence in the north wing of the House.

MAPLE RIDGE HISTORICAL SOCIETY LEASE AGREEMENT – MAPLE RIDGE MUSEUM

THIS AGREEMENT made as of the 1st day of January, 2023

BETWEEN:

THE CITY OF MAPLE RIDGE, a Municipality having its offices at 11995 Haney Place, Maple Ridge, B.C., V2X 6A9

(the "Lessor")

AND

MAPLE RIDGE HISTORICAL SOCIETY, a Society duly incorporated under the Societies Act of the Province of British Columbia, having its office in the Maple Ridge Museum at 22520 116th Avenue, Maple Ridge, B.C. V2X 8Y6

(hereinafter called the "Lessee")

WHEREAS:

- A. The Lessor is the registered owner in fee simple of those lands and buildings commonly known as the "Maple Ridge Museum" and the Maple Ridge Museum Office" both located at 22520 116 Avenue, Maple Ridge, B.C. Maple Ridge, B.C. (Lot 2, District Lot 401 Group 1, New Westminster District Plan 79665).

(hereinafter called the "Premises")

- B. The Lessee wishes to lease the Premises for the Purpose defined below, and the Lessor wishes to lease the Premises to the Lessee on the terms and conditions set out in this Lease.

THIS AGREEMENT is evidence that in consideration of the mutual promises contained in this Agreement, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. **Lease of Premises** - The Lessor hereby leases the Premises to the Lessee on the terms and conditions and for the Purposes set out in this Lease.
2. **Rent** - The Lessee shall pay the Lessor the prepaid rent for the Term of \$3.00 (the "Rent"), the receipt of which is hereby acknowledged by the Lessor.
3. **Term** - The term of this Lease ("Term") and the rights granted by it shall be for a period of three (3) years beginning on January 1, 2022 and terminating on December 31, 2024, subject to earlier termination pursuant to the terms of this Lease.
4. **Purpose** - The Lessee shall use the Premises only for Museum and Archives and for other purposes necessarily incidental thereto, and for no other purposes without the prior written consent of the Lessor, which may be arbitrarily denied by the Lessor.
5. **Definitions**

- (a) **"Business Day"** means days other than a Saturday or Sunday or a statutory or civic holiday in British Columbia;

(b) **"Business Hours"** means 8 a.m. to 5 p.m. Pacific Standard Time on a Business Day;

6. **Lessee's Covenants** - The Lessee covenants and agrees with the Lessor as follows:

- (a) to only use the Premises for the Purpose;
- (b) to at all times maintain the Lessee in good standing as a non-profit society whose membership is open to the public;
- (c) not to make or construct in, on or to the Premises any alterations or other improvements made to customize the Premises to satisfy the particular needs of the Lessee, with the exception of trade fixtures and furniture and equipment not of the nature of fixtures, but includes doors, partition and hardware; mechanical, electrical and utility installations; stairwells, floor and window coverings and hardware; heating, ventilating, air-conditioning and humidity control equipment; lighting fixtures; built-in furniture, furnishings and counters and anything else in any way connected to the Premises or to any utility services located therein (collectively, "Leasehold Improvements") without obtaining the Lessor's prior written consent, and to provide to the Lessor plans showing the design and nature of construction of any proposed Leasehold Improvements and their proposed location, and all such Leasehold Improvements shall be constructed in accordance with such plans and in a good and workmanlike manner in accordance with the current Zoning and Building Bylaws of the Lessor, and shall thereafter be maintained by and at the cost and expense of the Lessee, to the Lessor's satisfaction;
- (d) not to commit, suffer or permit any waste, spoil, destruction, damage or injury to the Premises;
- (e) not to cause, maintain or permit anything that may be or become a nuisance or annoyance in, on or from the Premises to the owners or occupiers of adjoining lands or to the public, including by the accumulation of rubbish, or unused personal property of any kind and not to use or allow the Premises in any manner that breaches any Bylaw of the Lessor or to cause or permit any oil or grease or any harmful, objectionable, dangerous, poisonous, inflammable or explosive matter or substance to be discharged into the drains or sewers in the Premises or on the said lands or lands adjacent thereto;
- (f) to heat the Premises as necessary to prevent damage from frost;
- (g) to promptly pay all costs and expenses of any kind whatsoever associated with and payable in respect of the Premises, including without limitation, all taxes, duties, levies, charges and assessments, permit and license fees, repair and maintenance costs, administration and service fees, telecommunications, electrical, gas, water, garbage removal, sewage disposal and other utility charges; with the exception of items identified as preventative maintenance and lifecycle replacement in the operational document known as the Museum Facility Preventative Maintenance Service Guidelines (Schedule B) in a timely manner;
- (h) keep the Museum in good condition and repair and a neat, tidy, safe, clean and sanitary condition, including without limitation all day to day maintenance and repairs to the structure, electrical, plumbing, heating, air conditioning, machinery, equipment facilities, interior painting, and fixtures including glass to a standard befitting public facilities used for a similar purpose, at the Lessee's sole expense;
- (i) to have exclusive use and occupation of the Premises and the equipment contained therein during the Term of this Lease, and other than the items in the Museum Facility Preventative Maintenance Service Guidelines set out as the responsibility of the Lessor in Schedule B, to be

responsible for minor repairs, garbage, snow removal in areas described in Schedule B and equipment replacement

- (j) to carry out repairs to the Museum not identified in the Schedule B upon approval by the Lessor;
- (k) not to allow any refuse, debris, garbage, or other loose or objectionable material to accumulate or be deposited in, on or from the Premises but rather to dispose of the same regularly and continuously, in order to maintain the Premises in a condition befitting public facilities used for similar purposes, and to take all reasonable measures to ensure that any substance discharged, spilled, emitted, released or permitted to escape, seep or leak onto the land or into, drains or sewers on or adjacent to the Premises is in compliance with all applicable laws;
- (l) to carry on and conduct its activities in, on and from the Premises in compliance with any and all applicable statutes, bylaws, regulations and orders, including without limitation by obtaining all necessary permits and licenses, and not to do or omit to do anything upon or from the Premises in contravention thereof;
- (m) to observe and cause its employees, invitees and others over whom the Lessee can reasonably be expected to exercise control to observe the Rules and Regulations set out in Schedule 'A', and such further and other rules and regulations of the Lessor, acting reasonably after consultation with the Lessee, and all such rules and regulations shall be deemed to be incorporated into and form part of this Lease;
- (n) not to assign or transfer this Lease or sublet all or any part of the Premises or to part with possession of the whole or any part of the Premises without consent from the Lessor, which may be arbitrarily withheld;
- (o) to promptly within thirty (30) days discharge any builders' lien which may be filed against the title to the Premises relating to any work or construction which Lessee undertakes on or to the Premises;
- (p) To give the Lessor or its agents prompt notice of any defect in the water or other pipes or fixtures, heating apparatus, electric or other wires and mechanical systems, and of visual structural defects in the Premises.

7. **Taxation** - The Lessee acknowledges and agrees that it is solely responsible for the payment of all property taxes and assessments levied against the Premises during the Term. The Lessee may in each year apply to the City of Maple Ridge for an exemption from taxation in accordance with the *Local Government Act* and *Community Charter* provisions in force from time to time, and may apply for financial assistance from the City of Maple Ridge. However, the Lessee acknowledges that such grants and exemptions are within the sole discretion of the City of Maple Ridge Council and cannot in any way be guaranteed or relied upon.

8. **Triple Net Lease** - Without limiting any other provisions in this Lease, the Lessee agrees that this Lease shall be net to the Lessor and the Lessee shall promptly pay when due its own account and without any variation, set-off, or deduction all amounts, charges, costs, duties, expenses, fees, levies, rates, sums and taxes and increases in any way relating to the operation and maintenance of the Premises.

9. **Lessor's Covenants** - The Lessor covenants and agrees with the Lessee as follows:

- (a) The Lessor will maintain and repair or cause to be maintained and repaired the Maple Ridge Museum and Brick Yard Office's structural membranes, foundation, roof, windows, doors, fire alarms, electrical, plumbing, heating, painting, machinery, security system, HVAC systems and fixtures including glass and undertake preventative maintenance as outlined in Schedule B;
 - (b) The Lessor will cut the grass on the property identified and may perform such other landscape maintenance as it, in its sole discretion, sees fit;
 - (c) The Lessor will clear and remove ice and snow from those portions of the property (see Schedule B – parking lot), other than those for which the Lessee is responsible.
10. **Maintenance** - If during the Term the Lessee defaults in its obligations to maintain the Premises and all Leasehold Improvements, the Lessor may give written notice specifying the respect in which such maintenance is deficient, and the Lessee shall, within fifteen (15) days of such notice, remedy the default specified in the notice and where the Lessee has not commenced, or having commenced, is not diligently completing the remedying of such default or if the maintenance is not satisfactory to the Lessor, the Lessor may enter upon the Premises and perform such maintenance as is in the Lessor's opinion required, at the sole cost and expense of the Lessee, plus such additional charge as may then be applicable in accordance with the policies of the Lessor for administration and overhead, provided that nothing in this section requires the Lessor to perform any maintenance during the Term.
11. Such expenditure of the Lessor shall be payable to the Lessor by the Lessee within thirty (30) days of such expenditure by the Lessor, as rent owing and due, and may be collected by the Lessor in the same manner and with the same remedies as rent in arrears.
12. **Condition at End of Term** - Upon the expiration or earlier termination of this Lease, the Lessee shall leave the Premises in a clean, neat and sanitary condition satisfactory to the Lessor.
13. If the Lessee fails to leave the Premises in the condition required by this Lease, the Lessor may do so on behalf of the Lessee and the Lessee shall, on demand, compensate the Lessor for all costs incurred by the Lessor.
14. All alterations to or Leasehold Improvements made in or upon the Premises after the commencement of the Term shall immediately upon termination of the Lease become the Lessor's sole property without any compensation to the Lessee. Except to the extent otherwise expressly agreed by the Lessor in writing, no Leasehold Improvements shall be removed by the Lessee from the Premises during the Term except that the Lessee may at the end of the Term remove its trade fixtures. The Lessee shall, in the case of every removal, remove such fixtures at their expense.
15. **Acknowledgment and Agreements of the Lessee** - The Lessee acknowledges and agrees that:
- (a) the Lessor has given no representations or warranties with respect to the Premises, including without limitation with respect to the suitability of the Premises for the Lessee's intended use for the Premises;
 - (b) the Lessee has the power and capacity to enter into and carry out the obligations under this Lease and has undertaken all necessary corporate approvals to enter into and carry out this Lease; and
 - (c) the Lessee leases the Premises on an as is basis and the Lessor has not made any representations, warranties or agreements as to the condition of the Premises.

16. **Quiet Possession** - The Lessor covenants and agrees with the Lessee to permit the Lessee, so long as the Lessee is not in default of the Lessee's obligations under this Lease, to peaceably possess and enjoy the Premises for the Term, without interference or disturbance from the Lessor or those claiming by, from or under the Lessor except as expressly provided in this Lease.
17. **Indemnity** - Notwithstanding any other provisions of the Lease, the Lessee shall indemnify and save harmless the Lessor from any and all liabilities, damages, costs, claims, suits or actions arising out of:
- (a) any breach, violation or non-performance of any covenant, condition or agreement in this Lease on the part of the Lessee to be fulfilled, kept, observed or performed;
 - (b) any damage to property arising out of the Lessee's use and occupation of the Premises; and
 - (c) any injury to person or persons, including death or property damage to the property of any person, firm or corporation, occurring in or about the Premises;
 - (d) any breach of any contract, lien or mortgage on the Premises caused by any act or omission of the Lessee;
- and this indemnity shall survive the Term.
18. The Lessee agrees that the Lessor shall not be liable for any bodily injury to or death of, or loss or damage to any property belonging to, the Lessee or its employees, invitees, or licensees or any other person in, on or about the Premises unless resulting from an act of gross negligence of the Lessor, but in no event shall the Lessor be liable:
- (a) for any damage caused by steam, water, rain or snow which may leak into, or flow from any part of the Premises or from the pipes or plumbing works thereof or for any damage caused by or attributable to the condition or arrangement of any electric or other wiring; or
 - (b) for any act or omission on the part of any agent, contractor or person from time to time employed by the Lessee to perform services, supervision or any other work in or about the Premises.
19. **Insurance by Lessee** - The Lessee shall obtain and maintain for the Term:
- (a) a policy of Comprehensive General Liability insurance in an amount of at least Five Million (\$5,000,000.00) per occurrence, which insurance shall include the City of Maple Ridge and School District #42 as named insured;
 - (b) legal liability insurance for the full replacement cost of the Premises including loss of the use of the Premises; and
 - (c) a policy of insurance in respect of fire and such other perils, including sprinkler leakage as are from time to time defined in a standard commercial all-risk insurance policy covering all of the Lessee's trade fixtures and the furniture and equipment and all other contents of the Premises and plate glass insurance in an amount equal to the replacement cost thereof; which insurance shall include the City of Maple Ridge and School District #42 as named insured.
20. All insurance required to be maintained by the Lessee shall be on terms and with insurers satisfactory to the Lessor and shall require that such insurers provide to the Lessor thirty (30) days prior written

notice of cancellation or material alteration of such terms. The Lessee shall furnish to the Lessor certificates or other evidence acceptable to the Lessor as to the insurance from time to time required to be effected by the Lessee and its renewal or continuation in force. If the Lessee shall fail to take out, renew and keep in force such insurance the Lessor may do so as the agent of the Lessee and the Lessee shall pay to the Lessor as rent any amounts paid by the Lessor as premiums forthwith upon demand.

21. Insurance by Lessor

- (a) The Lessor shall insure and keep insured the Premises to its full replacement value, for the Term, all buildings, structures, fixtures and equipment of the Premises (other than the Lessee's trade fixtures and contents) against loss or damage by fire and against loss by such other insurable hazards as it may from time to time reasonably require.
- (b) The Lessee shall not omit or permit upon the Premises anything which would cause the Lessor's cost of insurance (whether fire or liability) to be increased (and, without waiving the foregoing prohibition the Lessor may demand, and the Lessee shall pay to the Lessor upon demand the amount of any such increase of cost caused by anything so done or omitted to be done) or which shall cause any policy of insurance to be subject to cancellation.

22. Lessor's Representative - The Lessor's Chief Administrative Officer or designate liaison will be the Lessor's Representative for the purposes of this Lease and in their absence the General Manager, Parks, Recreation & Culture will act as the designate.

23. Additions to Premises - The Lessor may from time to time during the Term add or extend the Premises and to lease such extensions or additions to third parties. In exercising such rights, the Lessor agrees to have prior consultation with the Lessee and to put the Lessee to no unnecessary inconvenience and not to unreasonably interfere with the Lessee's use of the Premises.

24. Holding Over - If the Lessee shall hold over other than by way of renewal after the expiration of the Term, the new tenancy thereby created shall be a month to month and not a tenancy from year. If the Lessee continues to occupy the Premises with the consent of the Lessor after expiry of the Term (or any renewal thereof) without any written agreement except the Lease, the Lessee shall be a monthly Lessee at Rent equal to the Rent charged in the last month of the Term (or any renewal thereof) plus an additional fifty percent (50%) of the Rent, plus all other monies payable hereunder by the Lessee, and otherwise on the terms and conditions herein set out.

25. Right of Entry - The Lessor or its authorized representative may enter the Premises at all reasonable times, including Business Hours for the purposes of inspection of the Premises upon 24 hours notice to the Lessee.

26. Strict Performance - The failure of the Lessor to insist in any one or more cases upon the strict performance of any of the covenants of this Lease or to exercise any option herein contained shall not be construed as a waiver or a relinquishment for the future of such covenant or option and the acceptance of rental by the Lessor with knowledge of the breach by the Lessee of any covenant or condition of this Lease shall not be deemed a waiver of such breach and no waiver by the Lessor of any provision of this Lease shall be deemed a waiver of such breach and no waiver by the Lessor of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by the Lessor.

27. Discretionary Terminations - Despite Section 3 of the Lease, the Lessor may at its sole discretion terminate this Lease by providing six (6) months written notice to the Lessee of termination. At the

end of the notice period, the Lessee shall immediately cease all use and occupation of the Premises and shall vacate and deliver up possession of the Premises and the Lessor may forthwith re-enter the Premises and repossess and enjoy the same.

28. Termination for Breach - If and whenever the Lessee:

- (a) Is in default of payment of Rent for a period longer than thirty (30) days after receipt of written notice from the Lessor to pay the same;
- (b) Is in default in performance of any of the covenants herein and has not remedied the default within thirty (30) days of written notice from the Lessor;
- (c) Ceases to be a society in good standing under the laws of British Columbia and has not been restored to such status within thirty (30) days of written notice from the Lessor;
- (d) Amends its constitution and bylaws to limit membership of the general public without the approval of the Lessor;
- (e) Becomes insolvent or bankrupt or the lease is seized in execution;
- (f) Abandons the Premises, vacates the Premises for a period longer than thirty (30) days;
- (g) The Premises are damaged or destroyed to the extent that in the sole discretion of the Lessor, it will take longer than three (3) months to restore;

The Lessor may forthwith on written notice terminate this Lease and re-enter the Premises without any other notice or form of legal process and repossess and enjoy the same as of its former estate.

29. Additional Rights - In addition to all rights and remedies of the Lessor available to it in the event of any default by the Lessee under this Lease or otherwise, the Lessor:

- (a) shall have the right at all times to remedy or attempt to remedy any default of the Lessee, and in so doing may make any payments due or alleged to be due by the Lessee to third parties and may enter upon the Premises to do any work or other things therein and in such event all expenses of the Lessor in remedying or attempting to remedy such default shall be payable by the Lessee to the Lessor forthwith upon demand;
- (b) shall have the same rights and remedies in the event of any nonpayment by the Lessee of any amounts payable by the Lessee under any provision of this Lease as the case of a nonpayment of Rent;
- (c) if the Lessee fails to pay any sum promptly when due, shall be entitled, upon demand, to interest on such amount at the rate charged and published from time to time by the main branch of the Lessor's bank, as its most favourable rate of interest to its most creditworthy and substantial commercial customers commonly known as its "prime rate", from the date upon which the same was due until the date of actual payment; and
- (d) whenever the Lessor becomes entitled to reenter the Premises under any provision of this Lease, the Lessor in addition to all other rights it may have shall have the right as agent of the Lessee to enter the Premises and re-let them and to receive the rent, and as the agent of the Lessee to take possession of any furniture owned by the Lessee and to sell the same at public or private sale without notice and to apply the proceeds and any rent derived from re-letting

the Premises upon account of the rent due and to become due under this Lease and the Lessee shall be liable to the Lessor for the deficiency, if any.

30. **Rights Non-Exclusive** - All rights and remedies of the Lessor are intended to be cumulative and not alternative, and the express provisions as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to the Lessor by statute or the general law.
31. **Entire Agreement** - The Lessee acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied relating to this Lease or the Premises save as expressly set out in this Lease, and that this Lease is the entire agreement between the parties respecting its subject matter.
32. **Governing Law** - This Lease shall be governed by and construed in accordance with the laws of the Province of British Columbia.
33. **Severance** - Should any provision or provisions of this Lease be illegal or not enforceable, it or they shall be considered separate and severable from the Lease and its remaining provisions shall remain in force and be binding upon the parties hereto as though the said provision or provisions had never been included.
34. **Time of Essence** - Time is of the essence of this Lease.
35. **Notice** - Any demand, notice or other communication to be made or given pursuant to this Lease shall be in writing and may be made or given by personal delivery or by transmittal by email, facsimile copy or other means of electronic transmission addressed to the respective parties as follows:

The City of Maple Ridge
11995 Haney Place,
Maple Ridge, British Columbia V2X 6A9
Attention: Stephan Labonne, General Manager, Parks, Recreation & Culture

and in the case of the Lessee, addressed to:

The Maple Ridge Historical Society
C/O The Maple Ridge Museum,
22520 116th Avenue, Maple Ridge, British Columbia V2X 8Y6

or to such other address or email, facsimile copy or other means of electronic transmission address as any party may from time to time notify to the other party in accordance with this Section 35. Any demand, notice or communication made or given by personal delivery shall be conclusively deemed to have been made or given on the day of actual delivery thereof and, if made or given by email, facsimile copy or other means of electronic transmission, shall be conclusively deemed to have been given on the first Business Day following the transmittal thereof unless given, and received, prior to 4:00 p.m. (Pacific Daylight Time) on the day of transmittal if such day of transmittal is a Business Day, and if mailed, forty-eight (48) hours after such mailing.

Notices, approvals, waivers, tenders and other documents and monies permitted, required, or contemplated by this Agreement may be given, delivered, or tendered by or to the parties by their respective solicitors on their behalf.

36. **Enurement** - This Lease enures to the benefit of and is binding upon the parties hereto, and their respective successors and permitted assigns and all words in the neuter shall include the masculine or the feminine and all words in the singular shall include the plural when the context so requires.
37. **Reference** - Every reference to a party is deemed to include the heirs, executors, administrators, successors, assigns, servants, employees, agents, contractors, officers, licensees and invitees of such party wherever the context so requires or allows.

IN WITNESS WHEREOF the parties hereto have caused this Lease to be executed the day and year first above written.

THE CITY OF MAPLE RIDGE
in the presence of:

Authorized Signatory

Corporate Officer
Title

Witness

Date

Authorized Signatory

Title

THE MAPLE RIDGE HISTORICAL SOCIETY
in the presence of:

Authorized Signatory

Title

Witness

Date

Authorized Signatory

Title

SCHEDULE A

RULES AND REGULATIONS

The Lessee shall observe the following Rules and Regulations (as amended, modified or supplemented from time to time by the Lessor after consultation with the Lessee and acting reasonably as provided in the Lease):

1. The Lessee shall not permit access to main header ducts, janitors and electrical closets and other necessary means of access to mechanical, electrical and other facilities to be obstructed by the placement of furniture or otherwise. The Lessee shall not place any additional locks or other security devices upon any doors of the Premises without immediately notifying the Lessor and subject to any conditions imposed by the Lessor for the maintenance of necessary access.
2. The foregoing Rules and Regulations, as from time to time amended, may be waived in whole or in part with respect to the Premises without waiving them as to future application to the Premises, and the imposition of such Rules and Regulations shall not create or imply any obligation of the Lessor to enforce them or create any liability of the Lessor for their non-enforcement.
3. The Lessee and Lessor will conduct an annual inspection of the buildings to determine the status of repair, maintenance and replacement as noted in the Museum Facility Preventative Maintenance Service Guidelines.
4. The Lessor shall be granted free use of and access to the Premises at all times upon twenty-four (24) hours notice to the Lessee.

Schedule B

Museum Facility Preventative Maintenance and Lifecycle Service Guidelines Maple Ridge Museum and Office Site

<i>Item</i>	<i>Description</i>	<i>Responsible to Perform the Work</i>	<i>Responsible to Pay for the Work</i>
1.	Plumbing Systems		
a	Preventative maintenance and repairs to hot water and cold-water maintenance	CMR	CMR
b	Lifecycle replacement of hot water and cold-water systems.	CMR	CMR
c	Minor repairs to fixtures and faucets including unplugging toilets and routine repairs.	MRHS	MRHS
2.	Heating Systems		
a	Preventative maintenance, inspection and repairs and service to furnace.	CMR	CMR
b	Lifecycle replacement of furnace.	CMR	CMR
3.	Roofing - All		
a	Roof inspections (annual)	CMR	CMR
b	Gutter and eaves troughs clean outs (annual)	CMR	CMR
c	Preventative maintenance and repairs to roof including fixing roof leaks.	CMR	CMR
d	Lifecycle replacement of roof and gutters according to conservation plan.	CMR	CMR
4.	Fire Protection and Security Systems		
a	Fire extinguishers: monthly and annual inspection, repairs, recharging.	CMR	CMR
b	Lifecycle replacement of fire extinguishers.	CMR	CMR
c	Smoke detectors: monthly and annual inspection, maintenance & repairs.	CMR	CMR
d	Lifecycle replacement of smoke detectors	CMR	CMR
e	Security system monitoring, inspection, maintenance and repair.	CMR	CMR
f	Lifecycle replacement of security system.	CMR	CMR
g	Repair and replacement of locks.	CMR	CMR
h	Rekeying of locks and making extra keys.	MRHS	MRHS
5.	Lighting Systems exclusive to or within the premises		

a	Bulb/tube replacement for interior and exterior lighting.	MRHS	MRHS
b	Cleaning of interior and exterior light fixtures.	MRHS	MRHS
c	Maintenance, repair and replacement of all specialty lighting fixtures (eg. exhibition cases).	MRHS	MRHS
e	Lifecycle replacement of exterior and interior lighting systems (excluding specialty lighting fixtures installed by the Society) over \$5,000.	CMR	CMR
6.	Electrical Systems		
a	Lifecycle replacement to existing electrical wiring and panels.	CMR	CMR
b	Maintenance, repair of wiring, breakers and electrical panels.	CMR	CMR
c	Repair or replacement of switches, receptacles, covers plates.	CMR	CMR
d	Additional enhancements to meet MRHS program needs including ongoing maintenance of enhancements.	MRHS	MRHS
7.	Interior and Exterior Surfaces on Premises		
a	Lifecycle interior painting of surfaces (walls and ceilings).	CMR	CMR
b	Minor painting and repairs to interior walls (eg. chips) including colour changes for exhibition purposes.	MRHS	MRHS
c	Lifecycle exterior painting of surfaces (walls, windows, trim fascia, soffits) according to conservation plan.	CMR	CMR
d	Interior repairs as a result of system failures, Acts of God, such as roof leaks, exterior walls and foundation leaks and structural damage not caused by MRHS occupation or operations.	CMR	MRHS Responsible for insurance claim, deductible recovery through leasee's insurance policy coverage.
e	Cleaning, maintenance and operational repair of floor coverings.	MRHS	MRHS
f	Lifecycle replacement of floor coverings according to conservation plan.	CMR	CMR
8.	Windows – Interior and Exterior		
a	Breakage and routine repair of interior and exterior windows.	CMR	CMR

b	Lifecycle replacement of exterior windows according to conservation plan.	CMR	CMR
c	Cleaning of interior and exterior window surfaces including blinds and curtains.	MRHS	MRHS
9.	Doors – Interior and Exterior		
a	Cleaning of interior doors including hardware.	MRHS	MRHS
b	Breakage and routine repair.	CMR	CMR
c	Lifecycle replacement of exterior and interior doors according to conservation plan.	CMR	CMR
d	Replacement of interior or exterior doors due to structural damage (e.g. settling of building).	CMR	CMR
10.	Utilities, Phone and Internet		
a	Payment to utilities companies for electricity, gas, water and sewer usage for the day to day operations of the building.	MRHS	MRHS
b	Payment of telephone, internet and cable services.	MRHS	MRHS
11.	Janitorial for Premises		
a	Routine janitorial services to maintain and clean the premises on day to day basis including special events.	MRHS	MRHS
b	Provision of routine washroom supplies and equipment.	MRHS	MRHS
c	Pest control services (interior).	CMR	CMR
12.	Structural Systems		
a	Maintenance and repairs of foundations, flooring sub-structure, building envelope including bearing walls and roofing due to damage related to the tenant's occupancy.	CMR	CMR
b	Lifecycle replacement of foundations, flooring sub-structure and building envelope according to Conservation Plan.	CMR	CMR
13.	Exterior Site Services		
a	Landscaping repairs and maintenance.	CMR	CMR
b	General cleanliness of grounds, litter disposal around Museum's premises (excludes Park site, as outlined in Schedule C, excluding buildings known as, Maple Ridge Museum, Maple Ridge Museum Office and Caboose).	MRHS	MRHS

c	Snow and ice removal from parking lot (see Plan in lease for details).	CMR	CMR
d	Snow and ice removal to entrances of Museum.	MRHS	MRHS
e	Pest control services (exterior).	CMR	CMR
f	Heritage signs and plaques – day to day maintenance and cleaning.	MRHS	MRHS
g	Lifecycle replacement of approved heritage signs and plaques.	CMR	CMR/community partners
14.	Garbage and Recycling		
a	Collect and remove garbage and recycling from the Museum's premises according to applicable bylaws.	MRHS	MRHS
15.	Appliances, Program and Other Equipment within the Premises		
a	Inspection, maintenance and repair of all program equipment including refrigerators, microwaves, cabinets, copiers etc.	MRHS	MRHS
b	Lifecycle replacement of appliances and program equipment.	MRHS	MRHS
c	Maintenance, repair and replacement of office furniture.	MRHS	MRHS
16.	Renovations and Upgrades within the Premises		
a	Any renovations, upgrades, alterations, additions and enhancements or improvements beyond the existing building premises.	MRHS	MRHS

Lifecycle Replacement

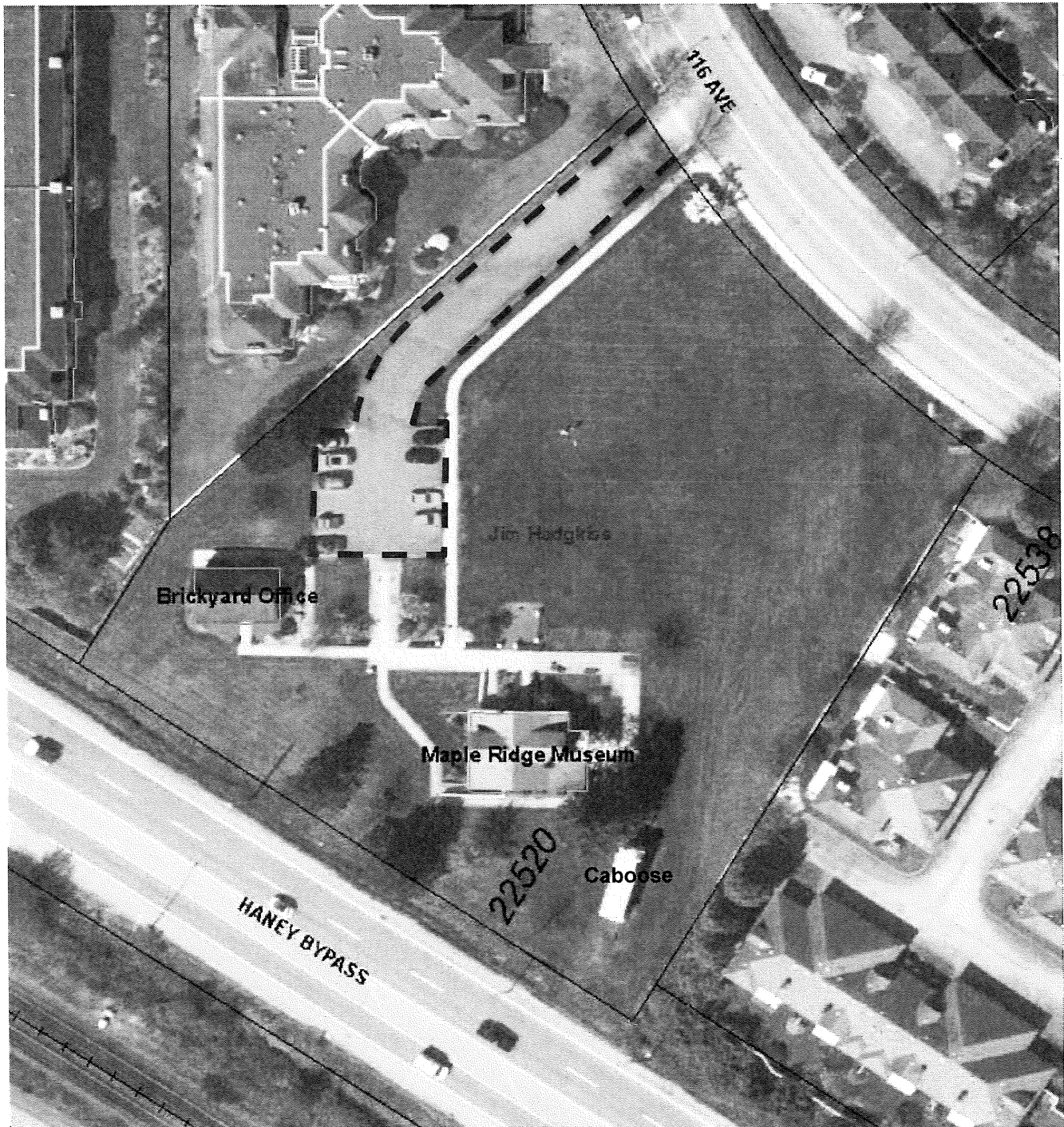
Lifecycle replacement is based on actual condition and wear and tear and is the responsibility of the Landlord (CMR). The Landlord will review with the Tenant (MRHS) and if found to be in need of system replacement, the Landlord will consider it pending that system replacement is over \$5,000 and the availability of funds and other factors that may influence the decision for replacement. Our collective goal continues to be to prolong the life of a civic and heritage asset in our community.

Conservation Plan

A conservation plan has been completed for the Maple Ridge Museum and office site, also known as the historic Brickyard House by Donald Luxton in 2019. This plan will be a guide for the Landlord and Tenant to follow with regards to operational maintenance and capital replacement of systems and structures for this civic building.

SCHEDULE C

Map showing the area of property for ice and snow removal as per Section 9 in the Lease Agreement (parking lot only as highlighted and demarked). Sidewalks and entrances to the Museum site are the responsibility of the Lessee.



MAPLE RIDGE HISTORICAL SOCIETY LEASE AGREEMENT – ST. ANDREWS CHURCH

THIS AGREEMENT made as of the 1st day of this Lease dated for reference January 1, 2023, is

BETWEEN:

THE CITY OF MAPLE RIDGE, a Municipality having its offices at 11995 Haney Place, Maple Ridge, B.C., V2X 6A9

(the "Lessor")

AND:

MAPLE RIDGE HISTORICAL SOCIETY, a Society duly incorporated under the Societies Act of the Province of British Columbia, having its office in the Maple Ridge Museum at 22520 116th Avenue, Maple Ridge, B.C. V2X 8Y6

(hereinafter called the "Lessee")

WHEREAS:

A. The Lessor is the registered owner in fee simple of the Lands described as:

Lot 4 of Block 1, District lot 398, Group1, Plan 59018, New Westminster District upon which St Andrew's Heritage Church (the "Church") is situated

(hereinafter the Lands and Church are collectively called the "Premises")

B. The Lessee wishes to lease the Premises for the Purpose defined below, and the Lessor wishes to lease the Premises to the Lessee on the terms and conditions set out in this Lease.

THIS AGREEMENT is evidence that in consideration of the mutual promises contained in this Agreement, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. **Lease of Premises** - The Lessor hereby leases the Premises to the Lessee on the terms and conditions and for the Purposes set out in this Lease.
2. **Rent** - The Lessee shall pay the Lessor the prepaid rent for the Term of \$10.00 (the "Rent"), the receipt of which is hereby acknowledged by the Lessor.
3. **Term** - The term of this Lease ("Term") and the rights granted by it shall be for a period of three (3) years beginning on January 1, 2022 and terminating on December 31, 2024, subject to earlier termination pursuant to the terms of this Lease.
4. **Purpose** - The Lessee shall use the Premises only for operating and providing a rental hall and to conduct Historical Society business and for other purposes necessarily incidental thereto, and for no other purposes without the prior written consent of the Lessor, which may be arbitrarily denied by the Lessor.
5. **Definitions**

- (a) **"Business Day"** means days other than a Saturday or Sunday or a statutory or civic holiday in British Columbia;
- (b) **"Business Hours"** means 8 a.m. to 5 p.m. Pacific Standard Time on a Business Day;
- (c) **"Premises"** means the Church together with the Lands;
- (d) **"Leasehold Improvements"** means flooring and wall finishes such as carpet, tile and paint, lighting fixtures, partitions and walls. .

6. **Lessee's Covenants** - The Lessee covenants and agrees with the Lessor as follows:

- (a) to only use the Premises for the Purpose;
- (b) to at all times maintain the Lessee in good standing as a non-profit society whose membership is open to the public;
- (c) not to make or construct in, on or to the Premises any alterations or other improvements made to customize the Premises to satisfy the particular needs of the Lessee, without obtaining the Lessor's prior written consent, and to provide to the Lessor plans showing the design and nature of construction of any proposed Leasehold Improvements and their proposed location, and all such Leasehold Improvements shall be constructed in accordance with such plans and in a good and workmanlike manner in accordance with the current Zoning and Building Bylaws of the Lessor, and shall thereafter be maintained by and at the cost and expense of the Lessee, to the Lessor's satisfaction;
- (d) not to commit, suffer or permit any waste, spoil, destruction, damage or injury to the Premises;
- (e) not to cause, maintain or permit anything that may be or become a nuisance or annoyance in, on or from the Premises to the owners or occupiers of adjoining lands or to the public, including by the accumulation of rubbish, or unused personal property of any kind and not to use or allow the Premises in any manner that breaches any Bylaw of the Lessor or to cause or permit any oil or grease or any harmful, objectionable, dangerous, poisonous, inflammable or explosive matter or substance to be discharged into the drains or sewers in the Premises or on the lands adjacent thereto;
- (f) to operate the Church as necessary to prevent damage to the Premises;
- (g) to promptly pay all costs and expenses of any kind whatsoever associated with and payable in respect of the Premises, including without limitation, all taxes, duties, levies, charges and assessments, permit and license fees, , administration and service fees, telecommunications, electrical, gas, water, sewage disposal and other utility charges,.
- (h) To keep the Premises in good condition and repair, and in a neat, tidy, safe, clean and sanitary condition, including without limitation garbage, recycling, grounds maintenance, and snow/ice removal, to a standard befitting public facilities used for a similar purpose, at the Lessee's sole expense with the exception of the items identified in Schedule B: St. Andrew's Heritage Church Preventative Maintenance;
- (i) to have exclusive use and occupation of the Premises and the equipment contained therein during the Term of this Lease,

- (j) to carry out repairs to the Premises not identified in Schedule B upon approval by the Lessor;
 - (k) not to allow any refuse, debris, garbage, or other loose or objectionable material to accumulate or be deposited in, on or from the Premises but rather to dispose of the same regularly and continuously, in order to maintain the Premises in a condition befitting public facilities used for similar purposes, and to take all reasonable measures to ensure that any substance discharged, spilled, emitted, released or permitted to escape, seep or leak onto the land or into, drains or sewers on or adjacent to the Premises is in compliance with all applicable laws;
 - (l) to carry on and conduct its activities in, on and from the Premises in compliance with any and all applicable statutes, bylaws, regulations and orders, including without limitation by obtaining all necessary permits and licenses, and not to do or omit to do anything upon or from the Premises in contravention thereof;
 - (m) to observe and cause its employees, invitees and others over whom the Lessee can reasonably be expected to exercise control to observe the Rules and Regulations set out in Schedule 'A', and such further and other rules and regulations of the Lessor, acting reasonably after consultation with the Lessee, and all such rules and regulations shall be deemed to be incorporated into and form part of this Lease;
 - (n) not to assign or transfer this Lease or sublet all or any part of the Premises or to part with possession of the whole or any part of the Premises without consent from the Lessor, which may be arbitrarily withheld;
 - (o) to promptly within thirty (30) days discharge any builders' lien which may be filed against the title to the Premises relating to any work or construction which Lessee undertakes on or to the Premises;
 - (p) to give the Lessor or its agents prompt notice of any defect in the water or other pipes or fixtures, heating apparatus, electric or other wires and mechanical systems, and of visual structural defects in the Premises.
7. **Taxation** - The Lessee acknowledges and agrees that it is solely responsible for the payment of all property taxes and assessments levied against the Premises during the Term. The Lessee may in each year apply to the City of Maple Ridge for an exemption from taxation in accordance with the *Local Government Act* and *Community Charter* provisions in force from time to time, and may apply for financial assistance from the City of Maple Ridge. However, the Lessee acknowledges that such grants and exemptions are within the sole discretion of the City of Maple Ridge Council and cannot in any way be guaranteed or relied upon.
8. **Maintenance** - If during the Term the Lessee defaults in its obligations to maintain the Premises and all Leasehold Improvements, the Lessor may give written notice specifying the respect in which such maintenance is deficient, and the Lessee shall, within fifteen (15) days of such notice, remedy the default specified in the notice and where the Lessee has not commenced, or having commenced, is not diligently completing the remedying of such default or if the maintenance is not satisfactory to the Lessor, the Lessor may enter upon the Premises and perform such maintenance as is in the Lessor's opinion required, at the sole cost and expense of the Lessee, plus such additional charge as may then be applicable in accordance with the policies of the Lessor for administration and overhead, provided that nothing in this section requires the Lessor to perform any maintenance during the Term.

9. Such expenditure of the Lessor shall be payable to the Lessor by the Lessee within thirty (30) days of such expenditure by the Lessor, as rent owing and due, and may be collected by the Lessor in the same manner and with the same remedies as rent in arrears.
10. **Condition at End of Term** - Upon the expiration or earlier termination of this Lease, the Lessee shall leave the Premises in a clean, neat and sanitary condition satisfactory to the Lessor.
11. If the Lessee fails to leave the Premises in the condition required by this Lease, the Lessor may do so on behalf of the Lessee and the Lessee shall, on demand, compensate the Lessor for all costs incurred by the Lessor.
12. All alterations to or Leasehold Improvements made in or upon the Premises after the commencement of the Term shall immediately upon termination of the Lease become the Lessor's sole property without any compensation to the Lessee. Except to the extent otherwise expressly agreed by the Lessor in writing, no Leasehold Improvements shall be removed by the Lessee from the Premises during the Term except that the Lessee may at the end of the Term remove its trade fixtures. The Lessee shall, in the case of every removal, either during or at the end of the Term, make good any damage caused to the Premises by the installation and removal.
13. **Acknowledgment and Agreements of the Lessee** - The Lessee acknowledges and agrees that:
 - (a) the Lessor has given no representations or warranties with respect to the Premises, including without limitation with respect to the suitability of the Premises for the Lessee's intended use for the Premises;
 - (b) the Lessee has the power and capacity to enter into and carry out the obligations under this Lease and has undertaken all necessary corporate approvals to enter into and carry out this Lease; and
 - (c) the Lessee leases the Premises on an as is basis and the Lessor has not made any representations, warranties or agreements as to the condition of the Premises.
14. **Quiet Possession** - The Lessor covenants and agrees with the Lessee to permit the Lessee, so long as the Lessee is not in default of the Lessee's obligations under this Lease, to peaceably possess and enjoy the Premises for the Term, without interference or disturbance from the Lessor or those claiming by, from or under the Lessor except as expressly provided in this Lease.
15. **Indemnity** - Notwithstanding any other provisions of the Lease, the Lessee shall indemnify and save harmless the Lessor from any and all liabilities, damages, costs, claims, suits or actions arising out of:
 - (a) any breach, violation or non-performance of any covenant, condition or agreement in this Lease on the part of the Lessee to be fulfilled, kept, observed or performed;
 - (b) any damage to property arising out of the Lessee's use and occupation of the Premises; and
 - (c) any injury to person or persons, including death or property damage to the property of any person, firm or corporation, occurring in or about the Premises;
 - (d) any breach of any contract, lien or mortgage on the Premises caused by any act or omission of the Lessee;

and this indemnity shall survive the Term.

16. The Lessee agrees that the Lessor shall not be liable for any bodily injury to or death of, or loss or damage to any property belonging to, the Lessee or its employees, invitees, or licensees or any other person in, on or about the Premises unless resulting from the actual fault or negligence of the Lessor, but in no event shall the Lessor be liable:

- (a) for any damage caused by steam, water, rain or snow which may leak into, or flow from any part of the Premises or from the pipes or plumbing works thereof or for any damage caused by or attributable to the condition or arrangement of any electric or other wiring; or
- (b) for any act or omission on the part of any agent, contractor or person from time to time employed by the Lessee to perform services, supervision or any other work in or about the Premises.

17. **Insurance by Lessee** - The Lessee shall obtain and maintain for the Term:

- (a) a policy of Comprehensive General Liability insurance in an amount of at least Five Million (\$5,000,000.00) per occurrence, which insurance shall include the City of Maple Ridge and School District #42 as named insured;
- (b) a policy of insurance in respect of fire and such other perils, including sprinkler leakage as are from time to time defined in a standard commercial all-risk insurance policy covering all of the Lessee's trade fixtures and the furniture and equipment and all other contents of the Premises and plate glass insurance in an amount equal to the replacement cost thereof; which insurance shall include the City of Maple Ridge and School District #42 as named insured.

18. All insurance required to be maintained by the Lessee shall be on terms and with insurers satisfactory to the Lessor and shall require that such insurers provide to the Lessor thirty (30) days prior written notice of cancellation or material alteration of such terms. The Lessee shall furnish to the Lessor certificates or other evidence acceptable to the Lessor as to the insurance from time to time required to be effected by the Lessee and its renewal or continuation in force. If the Lessee shall fail to take out, renew and keep in force such insurance the Lessor may do so as the agent of the Lessee and the Lessee shall pay to the Lessor as rent any amounts paid by the Lessor as premiums forthwith upon demand.

19. **Insurance by Lessor**

- (a) The Lessor shall insure and keep insured the Premises to its full replacement value, for the Term, all buildings, structures, fixtures and equipment of the Premises (other than the Lessee's trade fixtures and contents) against loss or damage by fire and against loss by such other insurable hazards as it may from time to time reasonably require.
- (b) The Lessee shall not omit or permit upon the Premises anything which would cause the Lessor's cost of insurance (whether fire or liability) to be increased (and, without waiving the foregoing prohibition the Lessor may demand, and the Lessee shall pay to the Lessor upon demand the amount of any such increase of cost caused by anything so done or omitted to be done) or which shall cause any policy of insurance to be subject to cancellation.

20. **Lessor's Representative** - The Lessor's Chief Administrative Officer or designate liaison will be the Lessor's Representative for the purposes of this Lease and in their absence the General Manager, Parks, Recreation & Culture will act as the designate.

21. **Additions to Premises** - The Lessor may from time to time during the Term add or extend the Premises and to lease such extensions or additions to third parties. In exercising such rights, the Lessor agrees to have prior consultation with the Lessee and to put the Lessee to no unnecessary inconvenience and not to unreasonably interfere with the Lessee's use of the Premises.
22. **Holding Over** - If the Lessee shall hold over other than by way of renewal after the expiration of the Term, the new tenancy thereby created shall be a month to month and not a tenancy from year to year. If the Lessee continues to occupy the Premises with the consent of the Lessor after expiry of the Term (or any renewal thereof) without any written agreement except the Lease, the Lessee shall be a monthly Lessee at Rent equal to the Rent charged in the last month of the Term (or any renewal thereof) plus an additional fifty percent (50%) of the Rent, plus all other monies payable hereunder by the Lessee, and otherwise on the terms and conditions herein set out.
23. **Right of Entry** - The Lessor or its authorized representative may enter the Premises at all reasonable times, including Business Hours for the purposes of inspection of the Premises upon 24 hours notice to the Lessee.
24. **Strict Performance** - The failure of the Lessor to insist in any one or more cases upon the strict performance of any of the covenants of this Lease or to exercise any option herein contained shall not be construed as a waiver or a relinquishment for the future of such covenant or option and the acceptance of rental by the Lessor with knowledge of the breach by the Lessee of any covenant or condition of this Lease shall not be deemed a waiver of such breach and no waiver by the Lessor of any provision of this Lease shall be deemed a waiver of such breach and no waiver by the Lessor of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by the Lessor.
25. **Discretionary Terminations** - Despite Section 3 of the Lease, the Lessor may at its sole discretion terminate this Lease by providing six (6) months written notice to the Lessee of termination. At the end of the notice period, the Lessee shall immediately cease all use and occupation of the Premises and shall vacate and deliver up possession of the Premises and the Lessor may forthwith re-enter the Premises and repossess and enjoy the same.
26. **Termination for Breach** - If and whenever the Lessee:
- (a) Is in default of payment of Rent for a period longer than thirty (30) days after receipt of written notice from the Lessor to pay the same;
 - (b) Is in default in performance of any of the covenants herein and has not remedied the default within thirty (30) days of written notice from the Lessor;
 - (c) Ceases to be a society in good standing under the laws of British Columbia and has not been restored to such status within thirty (30) days of written notice from the Lessor;
 - (d) Amends its constitution and bylaws to limit membership of the general public without the approval of the Lessor;
 - (e) Becomes insolvent or bankrupt or the lease is seized in execution;
 - (f) Abandons the Premises, vacates the Premises for a period longer than thirty (30) days;
 - (g) The Premises are damaged or destroyed to the extent that in the sole discretion of the Lessor, it will take longer than three (3) months to restore;

The Lessor may forthwith on written notice terminate this Lease and re-enter the Premises without any other notice or form of legal process and repossess and enjoy the same as of its former estate.

27. Additional Rights - In addition to all rights and remedies of the Lessor available to it in the event of any default by the Lessee under this Lease or otherwise, the Lessor:

- (a) shall have the right at all times to remedy or attempt to remedy any default of the Lessee, and in so doing may make any payments due or alleged to be due by the Lessee to third parties and may enter upon the Premises to do any work or other things therein and in such event all expenses of the Lessor in remedying or attempting to remedy such default shall be payable by the Lessee to the Lessor forthwith upon demand;
- (b) shall have the same rights and remedies in the event of any nonpayment by the Lessee of any amounts payable by the Lessee under any provision of this Lease as the case of a nonpayment of Rent;
- (c) if the Lessee fails to pay any sum promptly when due, shall be entitled, upon demand, to interest on such amount at the rate charged and published from time to time by the main branch of the Lessor's bank, as its most favourable rate of interest to its most creditworthy and substantial commercial customers commonly known as its "prime rate", from the date upon which the same was due until the date of actual payment; and
- (d) whenever the Lessor becomes entitled to reenter the Premises under any provision of this Lease, the Lessor in addition to all other rights it may have shall have the right as agent of the Lessee to enter the Premises and re-let them and to receive the rent, and as the agent of the Lessee to take possession of any furniture owned by the Lessee and to sell the same at public or private sale without notice and to apply the proceeds and any rent derived from re-letting the Premises upon account of the rent due and to become due under this Lease and the Lessee shall be liable to the Lessor for the deficiency, if any.

28. Rights Non-Exclusive - All rights and remedies of the Lessor are intended to be cumulative and not alternative, and the express provisions as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to the Lessor by statute or the general law.

29. Entire Agreement - The Lessee acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied relating to this Lease or the Premises save as expressly set out in this Lease, and that this Lease is the entire agreement between the parties respecting its subject matter.

30. Governing Law - This Lease shall be governed by and construed in accordance with the laws of the Province of British Columbia.

31. Severance - Should any provision or provisions of this Lease be illegal or not enforceable, it or they shall be considered separate and severable from the Lease and its remaining provisions shall remain in force and be binding upon the parties hereto as though the said provision or provisions had never been included.

32. Time of Essence - Time is of the essence of this Lease.

33. **Notice** - Any demand, notice or other communication to be made or given pursuant to this Lease shall be in writing and may be made or given by personal delivery or by transmittal by email, facsimile copy or other means of electronic transmission addressed to the respective parties as follows:

The City of Maple Ridge
11995 Haney Place,
Maple Ridge, British Columbia V2X 6A9
Attention: Arts and Community Connections Recreation Manager

and in the case of the Lessee, addressed to:

The Maple Ridge Historical Society
C/O The Maple Ridge Museum,
22520 116th Avenue, Maple Ridge, British Columbia V2X 8Y6

or to such other address or email, facsimile copy or other means of electronic transmission address as any party may from time to time notify to the other party in accordance with this Section 34. Any demand, notice or communication made or given by personal delivery shall be conclusively deemed to have been made or given on the day of actual delivery thereof and, if made or given by email, facsimile copy or other means of electronic transmission, shall be conclusively deemed to have been given on the first Business Day following the transmittal thereof unless given, and received, prior to 4:00 p.m. (Pacific Daylight Time) on the day of transmittal if such day of transmittal is a Business Day, and if mailed, forty-eight (48) hours after such mailing.

Notices, approvals, waivers, tenders and other documents and monies permitted, required, or contemplated by this Agreement may be given, delivered, or tendered by or to the parties by their respective solicitors on their behalf.

34. **Enurement** - This Lease enures to the benefit of and is binding upon the parties hereto, and their respective successors and permitted assigns and all words in the neuter shall include the masculine or the feminine and all words in the singular shall include the plural when the context so requires.

35. Reference – Every reference to a party is deemed to include the heirs, executors, administrators, successors, assigns, servants, employees, agents, contractors, officers, licensees and invitees of such party wherever the context so requires or allows.

IN WITNESS WHEREOF the parties hereto have caused this Lease to be executed the day and year first above written.

THE CITY OF MAPLE RIDGE
in the presence of:

Authorized Signatory

Corporate Officer
Title

Witness

Date

Authorized Signatory

Title

THE MAPLE RIDGE HISTORICAL SOCIETY
in the presence of:

Authorized Signatory

Title

Witness

Date

Authorized Signatory

Title

SCHEDULE A

RULES AND REGULATIONS

The Lessee shall observe the following Rules and Regulations (as amended, modified or supplemented from time to time by the Lessor after consultation with the Lessee and acting reasonably as provided in the Lease):

1. The Lessee shall not permit access to main header ducts, janitors and electrical closets and other necessary means of access to mechanical, electrical and other facilities to be obstructed by the placement of furniture or otherwise. The Lessee shall not place any additional locks or other security devices upon any doors of the Premises without immediately notifying the Lessor and subject to any conditions imposed by the Lessor for the maintenance of necessary access.
2. The foregoing Rules and Regulations, as from time to time amended, may be waived in whole or in part with respect to the Premises without waiving them as to future application to the Premises, and the imposition of such Rules and Regulations shall not create or imply any obligation of the Lessor to enforce them or create any liability of the Lessor for their non-enforcement.
3. The Lessor shall be granted free use of and access to the Premises at all times upon twenty-four (24) hours notice to the Lessee.

SCHEDULE B**Historical Society Facility Preventative Maintenance and Lifecycle Service Guidelines
St. Andrews Site**

<i>Item</i>	<i>Description</i>	<i>Responsible to Perform the Work</i>	<i>Responsible to Pay for the Work</i>
1.	Plumbing Systems		
a	Preventative maintenance and repairs to hot water and cold-water maintenance	CMR	CMR
b	Lifecycle replacement of hot water and cold-water systems.	CMR	CMR
c	Minor repairs to fixtures and faucets including unplugging toilets and routine repairs.	LEASEE	LEASEE
2.	Heating Systems		
a	Preventative maintenance, inspection and repairs and service to furnace.	CMR	CMR
b	Lifecycle replacement of furnace.	CMR	CMR
3.	Roofing - All		
a	Roof inspections	CMR	CMR
b	Gutter and eaves troughs clean outs		
c	Preventative maintenance and repairs to roof including fixing roof leaks.	CMR	CMR
d	Lifecycle replacement of roof and gutters according to conservation plan.	CMR	CMR
4.	Fire Protection and Security Systems		
a	Fire extinguishers: monthly and annual inspection, repairs, recharging.	CMR	CMR
b	Lifecycle replacement of fire extinguishers.	CMR	CMR
c	Smoke detectors: monthly and annual inspection, maintenance & repairs.	CMR	CMR
d	Lifecycle replacement of smoke detectors	CMR	CMR
e	Security system monitoring, inspection, maintenance and repair.	CMR	CMR
f	Lifecycle replacement of security system.	CMR	CMR
g	Repair and replacement of locks.	CMR	CMR
h	Rekeying of locks and making extra keys.	LEASEE	LEASEE
5.	Lighting Systems exclusive to or within the premises		
a	Bulb/tube replacement for interior and exterior lighting.	LEASEE	LEASEE
b	Cleaning of interior and exterior light fixtures.	LEASEE	LEASEE

c	Maintenance, repair and replacement of all specialty lighting fixtures	LEASEE	LEASEE
6.	Electrical Systems		
a	Lifecycle replacement to existing electrical wiring and panels.	CMR	CMR
b	Maintenance, repair of wiring, breakers and electrical panels.	CMR	CMR
c	Repair or replacement of switches, receptacles, covers plates.	CMR	CMR
d	Additional enhancements to meet LESSEE program needs including ongoing maintenance of enhancements.	LEASEE	LEASEE
7.	Interior and Exterior Surfaces on Premises		
a	Lifecycle interior painting of surfaces (walls and ceilings).	CMR	CMR
b	Minor painting and repairs to interior walls (eg. chips) including colour changes for exhibition purposes.	LEASEE	LEASEE
c	Lifecycle exterior painting of surfaces (walls, windows, trim fascia, soffits) according to conservation plan.	CMR	CMR
d	Interior repairs as a result of system failures, acts of god, such as roof leaks, exterior walls and foundation leaks and structural damage not caused by LESSEE occupation or operations.	CMR	LEASEE responsible for insurance claim deductible and recovery through Lessee's insurance policy coverage.
e	Cleaning, maintenance and operational repair of floor coverings.	LEASEE	LEASEE
f	Lifecycle replacement of floor coverings according to conservation plan.	CMR	CMR
8.	Windows – Interior and Exterior		
a	Breakage and routine repair of interior and exterior windows.	CMR	CMR
b	Lifecycle replacement of exterior windows according to conservation plan.	CMR	CMR
c	Cleaning of interior and exterior window surfaces including blinds and curtains.	LEASEE	LEASEE
9.	Doors – Interior and Exterior		
a	Cleaning of interior doors including hardware.	LEASEE	LEASEE

b	Breakage and routine repair.	CMR	CMR
c	Lifecycle replacement of exterior and interior doors according to conservation plan.	CMR	CMR
d	Replacement of interior or exterior doors due to structural damage (e.g. settling of building).	CMR	CMR
10.	Utilities, Phone and Internet		
a	Payment to utilities companies for electricity, gas, water and sewer usage for the day to day operations of the building.	LEASEE	LEASEE
b	Payment of telephone, internet and cable services.	LEASEE	LEASEE
11.	Janitorial for Premises		
a	Routine janitorial services to maintain and clean the premises on day to day basis including special events.	LEASEE	LEASEE
b	Provision of routine washroom supplies and equipment.	LEASEE	LEASEE
c	Pest control services (interior).	CMR	CMR
12.	Structural Systems		
a	Maintenance and repairs of foundations, flooring sub-structure, building envelope including bearing walls and roofing due to damage related to the tenant's occupancy.	CMR	CMR
b	Lifecycle replacement of foundations, flooring sub-structure and building envelope according to Conservation Plan.	CMR	CMR
14.	Garbage and Recycling		
a	Collect and remove garbage and recycling from the Museum's premises according to applicable bylaws.	LEASEE	LEASEE
15.	Appliances, Program and Other Equipment within the Premises		
a	Inspection, maintenance and repair of all program equipment including refrigerators, microwaves, cabinets, copiers etc.	LEASEE	LEASEE
b	Lifecycle replacement of appliances and program equipment.	LEASEE	LEASEE
c	Maintenance, repair and replacement of office furniture.	LEASEE	LEASEE
16.	Renovations and Upgrades within the Premises		

a	Any renovations, upgrades, alterations, additions and enhancements or improvements beyond the existing building premises.	LEASEE	LEASEE
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Lifecycle Replacement

Lifecycle replacement is based on actual condition and wear and tear and is the responsibility of the Lessor. The Lessor will review with the Lessee and if found to be in need of system replacement, the Lessor will consider it pending that system replacement is over \$5,000 and the availability of funds and other factors that may influence the decision for replacement. Our collective goal continues to be to prolong the life of a civic and heritage asset in our community.

MAPLE RIDGE HISTORICAL SOCIETY LEASE AGREEMENT – OLD POST OFFICE

THIS AGREEMENT made as of the 1st day of January, 2023

BETWEEN:

THE CITY OF MAPLE RIDGE, a Municipality having its offices at 11995 Haney Place, Maple Ridge, B.C., V2X 6A9

(the "**Lessor**")

AND:

MAPLE RIDGE HISTORICAL SOCIETY, a Society duly incorporated under the Societies Act of the Province of British Columbia, having its office in the Maple Ridge Museum at 22520 116th Avenue, Maple Ridge, B.C. V2X 8Y6

(hereinafter called the "**Lessee**")

WHEREAS:

- A. The Lessor is the registered owner in fee simple of those lands commonly known as "Callaghan Park" located at 22375 Callaghan Avenue, Maple Ridge, B.C. and on land legally described as PID: 011-539-674, Lot 14, Block 6, District Lot 398, Group 1, Plan 155, New Westminster District, and wishes to lease the following portion thereof to the Lessee:

That portion of PID: 011-539-674, Lot 14, Block 6, District Lot 398, Group 1, Plan 155, New Westminster District, being approximately 1,800 square feet in area (45' x 40') and outlined in red and attached hereto and marked Schedule "A"

(hereinafter referred to as the "Premises")

- B. The Lessee wishes to lease the Premises for the Purpose defined below, and the Lessor wishes to lease the Premises to the Lessee on the terms and conditions set out in this Lease.

THIS AGREEMENT is evidence that in consideration of the mutual promises contained in this Agreement, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. **Lease of Premises** - The Lessor hereby leases the Premises to the Lessee on the terms and conditions and for the Purposes set out in this Lease.
2. **Rent** - The Lessee shall pay the Lessor the prepaid rent for the Term of \$3.00 (the "Rent"), the receipt of which is hereby acknowledged by the Lessor.
3. **Term** - The term of this Lease ("Term") and the rights granted by it shall be for a period of three (3) years beginning on January 1, 2022 and terminating on December 31, 2024, subject to earlier termination pursuant to the terms of this Lease.
4. **Purpose** - The Lessee shall use the Premises only for the purpose of placing a building (the "Old Post Office") and for other purposes necessarily incidental thereto, and for no other purposes without the prior written consent of the Lessor, which may be arbitrarily denied by the Lessor.

5. **Definitions**

- (a) **"Business Day"** means days other than a Saturday or Sunday or a statutory or civic holiday in British Columbia;
- (b) **"Business Hours"** means 8 a.m. to 5 p.m. Pacific Standard Time on a Business Day;

6. **Lessee's Covenants** - The Lessee covenants and agrees with the Lessor as follows:

- (a) to only use the Premises for the Purpose;
- (b) It is hereby acknowledged that the Lessee is and remains the owner of the building known as the "Old Post Office" and that at the termination of this Lease, the Lessee must remove the Old Post Office but only to another site within the City of Maple Ridge and which is acceptable to the Lessor;
- (c) To comply with and maintain the Old Post Office Building to all standards and requirements required by law including the bylaws of the City of Maple Ridge and without limitation, health, fire, zoning and building regulations and maintenance requirements;
- (d) to comply with all health, safety, fire, zoning building and other requirements authorized by law and specifically to upgrade the aforesaid "Old Post Office" building to all Municipal standards;
- (e) to at all times maintain the Lessee in good standing as a non-profit society whose membership is open to the public;
- (f) not to make or construct in, on or to the Premises any alterations or other improvements made to customize the Premises to satisfy the particular needs of the Lessee, and anything else in any way connected to the Premises or to any utility services located therein (collectively, "Leasehold Improvements") without obtaining the Lessor's prior written consent, and to provide to the Lessor plans showing the design and nature of construction of any proposed Leasehold Improvements and their proposed location, and all such Leasehold Improvements shall be constructed in accordance with such plans and in a good and workmanlike manner in accordance with the current Zoning and Building Bylaws of the Lessor, and shall thereafter be maintained by and at the cost and expense of the Lessee, to the Lessor's satisfaction;
- (g) not to commit, suffer or permit any waste, spoil, destruction, damage or injury to the Premises;
- (h) not to cause, maintain or permit anything that may be or become a nuisance or annoyance in, on or from the Premises to the owners or occupiers of adjoining lands or to the public, including by the accumulation of rubbish, or unused personal property of any kind and not to use or allow the Premises in any manner that breaches any Bylaw of the Lessor or to cause or permit any oil or grease or any harmful, objectionable, dangerous, poisonous, inflammable or explosive matter or substance to be discharged into the drains or sewers on the Premises or lands adjacent thereto;
- (i) to promptly pay all costs and expenses of any kind whatsoever associated with and payable in respect of the Premises, including without limitation, all taxes, duties, levies, charges and assessments, permit and license fees, repair and maintenance costs, administration and service fees, telecommunications, electrical, gas, water, sewage disposal and other utility charges;

- (j) to repair and maintain the Old Post Office in good condition and repair and a neat, tidy, safe, clean and sanitary condition, including without limitation all day to day maintenance and repairs to the Old Post Office structure, electrical, plumbing, heating, air conditioning, machinery, equipment facilities, interior painting, and fixtures including glass to a standard befitting public facilities used for a similar purpose, at the Lessee's sole expense;
- (k) not to allow any refuse, debris, garbage, or other loose or objectionable material to accumulate or be deposited in, on or from the Premises and Old Post Office but rather to dispose of the same regularly and continuously, in order to maintain the Premises in a condition befitting public facilities used for similar purposes, and to take all reasonable measures to ensure that any substance discharged, spilled, emitted, released or permitted to escape, seep or leak onto the land or into, drains or sewers on or adjacent to the Premises is in compliance with all applicable laws;
- (l) to carry on and conduct its activities in, on and from the Old Post Office and Premises in compliance with any and all applicable statutes, bylaws, regulations and orders, including without limitation by obtaining all necessary permits and licenses, and not to do or omit to do anything upon or from the Old Post Office and Premises in contravention thereof;
- (m) to observe and cause its employees, invitees and others over whom the Lessee can reasonably be expected to exercise control to observe the Rules and Regulations set out in Schedule 'B', and such further and other rules and regulations of the Lessor, acting reasonably after consultation with the Lessee, and all such rules and regulations shall be deemed to be incorporated into and form part of this Lease;
- (n) not to assign or transfer this Lease or sublet all or any part of the Premises or to part with possession of the whole or any part of the Premises without consent from the Lessor, which may be arbitrarily withheld;
- (o) to promptly within thirty (30) days discharge any builders' lien which may be filed against the title to the Premises relating to any work or construction which Lessee undertakes on the Premises or to the Old Post Office;
- (p) to have non-exclusive use of the area highlighted in yellow on the attached Schedule "A" adjacent to the Premises, which shall remain accessible to the public during the Term
 Taxation - The Lessee acknowledges and agrees that it is solely responsible for the payment of all property taxes and assessments levied against the Old Post Office and Premises during the Term. The Lessee may in each year apply to the City of Maple Ridge for an exemption from taxation in accordance with the Local Government Act and Community Charter provisions in force from time to time, and may apply for financial assistance from the City of Maple Ridge. However, the Lessee acknowledges that such grants and exemptions are within the sole discretion of the City of Maple Ridge Council and cannot in any way be guaranteed or relied upon.

7. **Triple Net Lease** - Without limiting any other provisions in this Lease, the Lessee agrees that this Lease shall be net to the Lessor and the Lessee shall promptly pay when due its own account and without any variation, set-off, or deduction all amounts, charges, costs, duties, expenses, fees, levies, rates, sums and taxes and increases in any way relating to the operation and maintenance of the Old Post Office and Premises.

8. **Maintenance** - If during the Term the Lessee defaults in its obligations to maintain the Premises and all Leasehold Improvements, the Lessor may give written notice specifying the respect in which such

maintenance is deficient, and the Lessee shall, within fifteen (15) days of such notice, remedy the default specified in the notice and where the Lessee has not commenced, or having commenced, is not diligently completing the remedying of such default or if the maintenance is not satisfactory to the Lessor, the Lessor may enter upon the Premises and the Old Post Office and perform such maintenance as is in the Lessor's opinion required, at the sole cost and expense of the Lessee, plus such additional charge as may then be applicable in accordance with the policies of the Lessor for administration and overhead, provided that nothing in this section requires the Lessor to perform any maintenance during the Term.

9. Such expenditure of the Lessor shall be payable to the Lessor by the Lessee within thirty (30) days of such expenditure by the Lessor, as rent owing and due, and may be collected by the Lessor in the same manner and with the same remedies as rent in arrears.
10. **Condition at End of Term** - Upon the expiration or earlier termination of this Lease, the Lessee shall leave the Premises in a clean, neat and sanitary condition satisfactory to the Lessor.
11. If the Lessee fails to leave the Premises in the condition required by this Lease, the Lessor may do so on behalf of the Lessee and the Lessee shall, on demand, compensate the Lessor for all costs incurred by the Lessor.
12. All alterations to or Leasehold Improvements made in or upon the Premises after the commencement of the Term shall immediately upon termination of the Lease become the Lessor's sole property (with the exception of the "The Old Post Office") without any compensation to the Lessee. Except to the extent otherwise expressly agreed by the Lessor in writing, no Leasehold Improvements shall be removed by the Lessee from the Premises during the Term except that the Lessee may at the end of the Term remove its trade fixtures. The Lessee shall, in the case of every removal, remove such fixtures at their expense and, in such removal, do no damage to the Premises, or shall make good any damage which the Lessee may occasion by such removal.
13. **Acknowledgment and Agreements of the Lessee** - The Lessee acknowledges and agrees that:
 - (a) the Lessor has given no representations or warranties with respect to the Premises, including without limitation with respect to the suitability of the Premises for the Lessee's intended use for the Premises;
 - (b) the Lessee has the power and capacity to enter into and carry out the obligations under this Lease and has undertaken all necessary corporate approvals to enter into and carry out this Lease; and
 - (c) the Lessee leases the Premises on an as is basis and the Lessor has not made any representations, warranties or agreements as to the condition of the Premises.
14. **Quiet Possession** - The Lessor covenants and agrees with the Lessee to permit the Lessee, so long as the Lessee is not in default of the Lessee's obligations under this Lease, to peaceably possess and enjoy the Premises for the Term, without interference or disturbance from the Lessor or those claiming by, from or under the Lessor except as expressly provided in this Lease.
15. **Indemnity** - Notwithstanding any other provisions of the Lease, the Lessee shall indemnify and save harmless the Lessor from any and all liabilities, damages, costs, claims, suits or actions arising out of:

- (a) any breach, violation or non-performance of any covenant, condition or agreement in this Lease on the part of the Lessee to be fulfilled, kept, observed or performed;
- (b) any damage to property arising out of the Lessee's use and occupation of the Premises; and
- (c) any injury to person or persons, including death or property damage to the property of any person, firm or corporation, occurring in or about the Premises;
- (d) any breach of any contract, lien or mortgage on the Premises caused by any act or omission of the Lessee;

and this indemnity shall survive the Term.

16. The Lessee agrees that the Lessor shall not be liable for any bodily injury to or death of, or loss or damage to any property belonging to, the Lessee or its employees, invitees, or licensees or any other person in, on or about the Premises unless resulting from the actual fault or negligence of the Lessor, but in no event shall the Lessor be liable:

- (a) for any damage caused by steam, water, rain or snow which may leak into, or flow from any part of the Premises or from the pipes or plumbing works thereof or for any damage caused by or attributable to the condition or arrangement of any electric or other wiring; or
- (b) for any act or omission on the part of any agent, contractor or person from time to time employed by the Lessee to perform services, supervision or any other work in or about the Premises.

17. **Insurance by Lessee** - The Lessee shall obtain and maintain for the Term:

- (a) a policy of Comprehensive General Liability insurance in an amount of at least Five Million (\$5,000,000.00) per occurrence, which insurance shall include the City of Maple Ridge and School District #42 as named insured;
- (b) a policy of insurance in respect of fire and such other perils, including sprinkler leakage as are from time to time defined in a standard commercial all-risk insurance policy covering all of the Lessee's trade fixtures and the furniture and equipment and all other contents of the Premises and plate glass insurance in an amount equal to the replacement cost thereof; which insurance shall include the City of Maple Ridge and School District #42 as named insured.

18. All insurance required to be maintained by the Lessee shall be on terms and with insurers satisfactory to the Lessor and shall require that such insurers provide to the Lessor thirty (30) days prior written notice of cancellation or material alteration of such terms. The Lessee shall furnish to the Lessor certificates or other evidence acceptable to the Lessor as to the insurance from time to time required to be effected by the Lessee and its renewal or continuation in force. If the Lessee shall fail to take out, renew and keep in force such insurance the Lessor may do so as the agent of the Lessee and the Lessee shall pay to the Lessor as rent any amounts paid by the Lessor as premiums forthwith upon demand.

19. **Insurance by Lessor**

- (a) The Lessee shall not omit or permit upon the Premises anything which would cause the Lessor's cost of insurance (whether fire or liability) to be increased (and, without waiving the foregoing prohibition the Lessor may demand, and the Lessee shall pay to the Lessor upon demand the

amount of any such increase of cost caused by anything so done or omitted to be done) or which shall cause any policy of insurance to be subject to cancellation.

20. **Lessor's Representative** – The Lessor's Chief Administrative Officer or designate liaison will be the Lessor's Representative for the purposes of this Lease and in their absence the General Manager, Parks, Recreation & Culture will act as the designate.
21. **Holding Over** - If the Lessee shall hold over other than by way of renewal after the expiration of the Term, the new tenancy thereby created shall be a month to month and not a tenancy from year to year. If the Lessee continues to occupy the Premises with the consent of the Lessor after expiry of the Term (or any renewal thereof) without any written agreement except the Lease, the Lessee shall be a monthly Lessee at Rent equal to the Rent charged in the last month of the Term (or any renewal thereof) plus an additional fifty percent (50%) of the Rent, plus all other monies payable hereunder by the Lessee, and otherwise on the terms and conditions herein set out.
22. **Right of Entry** - The Lessor or its authorized representative may enter the Premises at all reasonable times, including Business Hours for the purposes of inspection of the Premises upon 24 hours notice to the Lessee.
23. **Strict Performance** - The failure of the Lessor to insist in any one or more cases upon the strict performance of any of the covenants of this Lease or to exercise any option herein contained shall not be construed as a waiver or a relinquishment for the future of such covenant or option and the acceptance of rental by the Lessor with knowledge of the breach by the Lessee of any covenant or condition of this Lease shall not be deemed a waiver of such breach and no waiver by the Lessor of any provision of this Lease shall be deemed a waiver of such breach and no waiver by the Lessor of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by the Lessor.
24. **Discretionary Terminations** - Despite Section 3 of the Lease, the Lessor may at its sole discretion terminate this Lease by providing six (6) months written notice to the Lessee of termination. At the end of the notice period, the Lessee shall immediately cease all use and occupation of the Premises and shall vacate and deliver up possession of the Premises and the Lessor may forthwith re-enter the Premises and repossess and enjoy the same.
25. **Termination for Breach** - If and whenever the Lessee:
 - (a) Is in default of payment of Rent for a period longer than thirty (30) days after receipt of written notice from the Lessor to pay the same;
 - (b) Is in default in performance of any of the covenants herein and has not remedied the default within thirty (30) days of written notice from the Lessor;
 - (c) Ceases to be a society in good standing under the laws of British Columbia and has not been restored to such status within thirty (30) days of written notice from the Lessor;
 - (d) Amends its constitution and bylaws to limit membership of the general public without the approval of the Lessor;
 - (e) Becomes insolvent or bankrupt or the lease is seized in execution;
 - (f) Abandons the Premises, vacates the Premises for a period longer than thirty (30) days;

- (g) The Premises are damaged or destroyed to the extent that in the sole discretion of the Lessor, it will take longer than three (3) months to restore;

The Lessor may forthwith on written notice terminate this Lease and re-enter the Premises without any other notice or form of legal process and repossess and enjoy the same as of its former estate.

26. **Additional Rights** - In addition to all rights and remedies of the Lessor available to it in the event of any default by the Lessee under this Lease or otherwise, the Lessor:
- (a) shall have the right at all times to remedy or attempt to remedy any default of the Lessee, and in so doing may make any payments due or alleged to be due by the Lessee to third parties and may enter upon the Premises to do any work or other things therein and in such event all expenses of the Lessor in remedying or attempting to remedy such default shall be payable by the Lessee to the Lessor forthwith upon demand;
 - (b) shall have the same rights and remedies in the event of any nonpayment by the Lessee of any amounts payable by the Lessee under any provision of this Lease as the case of a nonpayment of Rent;
 - (c) if the Lessee fails to pay any sum promptly when due, shall be entitled, upon demand, to interest on such amount at the rate charged and published from time to time by the main branch of the Lessor's bank, as its most favourable rate of interest to its most creditworthy and substantial commercial customers commonly known as its "prime rate", from the date upon which the same was due until the date of actual payment; and
 - (d) whenever the Lessor becomes entitled to reenter the Premises under any provision of this Lease, the Lessor in addition to all other rights it may have shall have the right as agent of the Lessee to enter the Premises and re-let them and to receive the rent, and as the agent of the Lessee to take possession of any furniture owned by the Lessee and to sell the same at public or private sale without notice and to apply the proceeds and any rent derived from re-letting the Premises upon account of the rent due and to become due under this Lease and the Lessee shall be liable to the Lessor for the deficiency, if any.
27. **Rights Non-Exclusive** - All rights and remedies of the Lessor are intended to be cumulative and not alternative, and the express provisions as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to the Lessor by statute or the general law.
28. **Entire Agreement** - The Lessee acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied relating to this Lease or the Premises save as expressly set out in this Lease, and that this Lease is the entire agreement between the parties respecting its subject matter.
29. **Governing Law** - This Lease shall be governed by and construed in accordance with the laws of the Province of British Columbia.
30. **Severance** - Should any provision or provisions of this Lease be illegal or not enforceable, it or they shall be considered separate and severable from the Lease and its remaining provisions shall remain in force and be binding upon the parties hereto as though the said provision or provisions had never been included.
31. **Time of Essence** - Time is of the essence of this Lease.

32. **Notice** - Any demand, notice or other communication to be made or given pursuant to this Lease shall be in writing and may be made or given by personal delivery or by transmittal by email, facsimile copy or other means of electronic transmission addressed to the respective parties as follows:

The City of Maple Ridge
11995 Haney Place,
Maple Ridge, British Columbia V2X 6A9
Attention: Parks, Recreation & Culture General Manager

and in the case of the Lessee, addressed to:

The Maple Ridge Historical Society
C/O The Maple Ridge Museum,
22520 116th Avenue, Maple Ridge, British Columbia V2X 8Y6

or to such other address or email, facsimile copy or other means of electronic transmission address as any party may from time to time notify to the other party in accordance with this Section 33. Any demand, notice or communication made or given by personal delivery shall be conclusively deemed to have been made or given on the day of actual delivery thereof and, if made or given by email, facsimile copy or other means of electronic transmission, shall be conclusively deemed to have been given on the first Business Day following the transmittal thereof unless given, and received, prior to 4:00 p.m. (Pacific Standard Time) on the day of transmittal if such day of transmittal is a Business Day, and if mailed, forty-eight (48) hours after such mailing.

Notices, approvals, waivers, tenders and other documents and monies permitted, required, or contemplated by this Agreement may be given, delivered, or tendered by or to the parties by their respective solicitors on their behalf.

33. **Enurement** - This Lease enures to the benefit of and is binding upon the parties hereto, and their respective successors and permitted assigns and all words in the neuter shall include the masculine or the feminine and all words in the singular shall include the plural when the context so requires.
34. **Reference** - Every reference to a party is deemed to include the heirs, executors, administrators, successors, assigns, servants, employees, agents, contractors, officers, licensees and invitees of such party wherever the context so requires or allows.

IN WITNESS WHEREOF the parties hereto have caused this Lease to be executed the day and year first above written.

THE CITY OF MAPLE RIDGE
in the presence of:

Authorized Signatory

Corporate Officer
Title

Witness

Date

Authorized Signatory

Title

THE MAPLE RIDGE HISTORICAL SOCIETY
in the presence of:

Authorized Signatory

Title

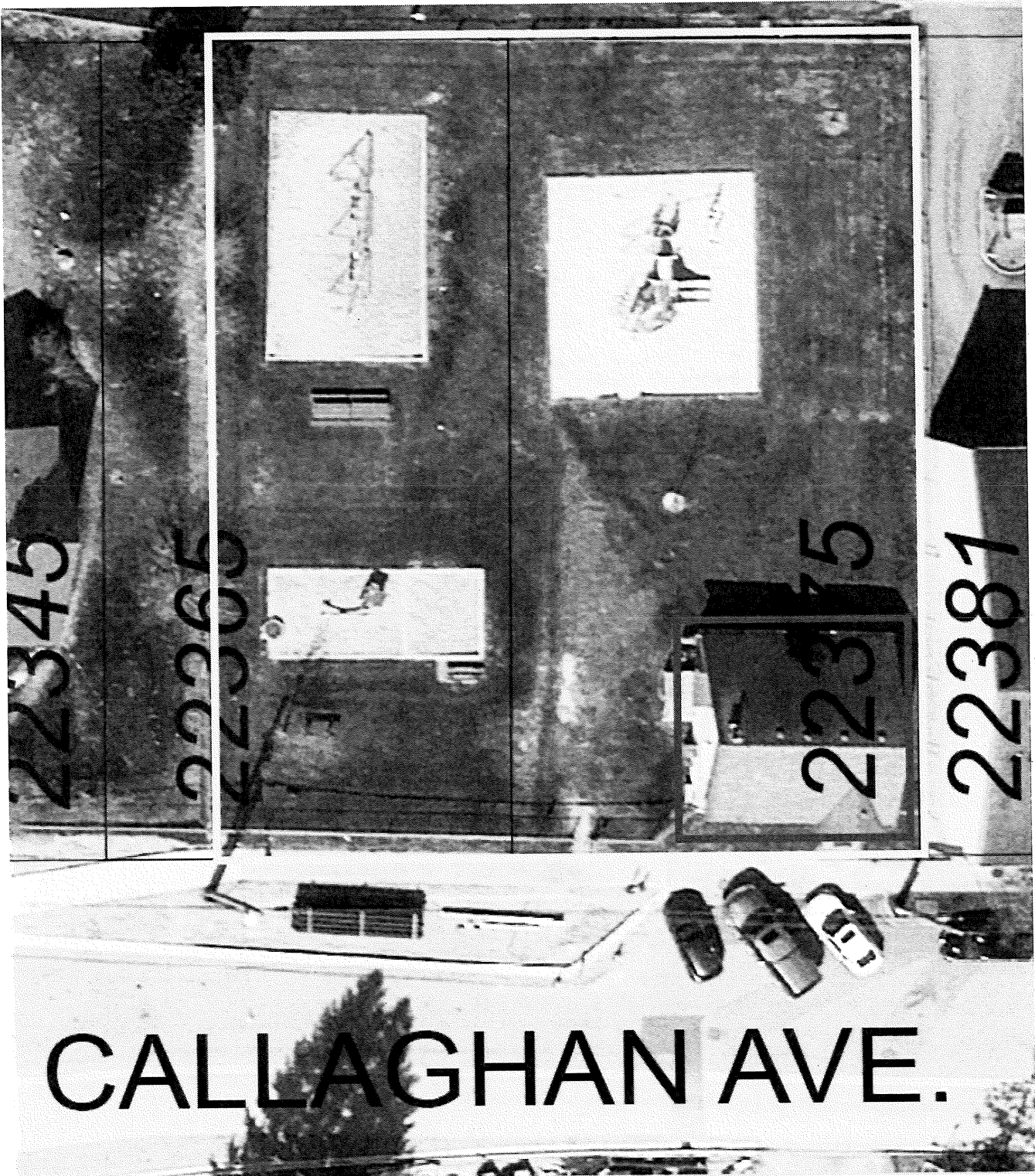
Witness

Date

Authorized Signatory

Title

Schedule A



SCHEDULE B

RULES AND REGULATIONS

The Lessee shall observe the following Rules and Regulations (as amended, modified or supplemented from time to time by the Lessor after consultation with the Lessee and acting reasonably as provided in the Lease):

1. The Lessee shall not use or permit the use of the Premises in such manner as to create any objectionable noises or fumes.
2. The Lessee shall not abuse, misuse or damage the Premises or any of the improvements or facilities therein.
3. The foregoing Rules and Regulations, as from time to time amended, may be waived in whole or in part with respect to the Premises without waiving them as to future application to the Premises, and the imposition of such Rules and Regulations shall not create or imply any obligation of the Lessor to enforce them or create any liability of the Lessor for their non-enforcement.
4. The Lessor shall be granted free use of and access to the Premises and the Old Post Office at all times upon twenty-four (24) hours notice to the Lessee.