

**PARKING MANAGEMENT SERVICES AGREEMENT for**

455 Columbia Street, Kamloops, BC.

**THIS AGREEMENT** dated for reference the 30 day of August, 2011.

**BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA**  
as represented by the Minister of Citizens' Services, Shared Services BC

PO Box 9412, STN Prov Gov't  
W311-4000 Seymour Place  
Victoria, British Columbia  
V8W 9V1

(hereinafter referred to as "SSBC")

**OF THE FIRST PART**

**AND:**

**Precise Parklink Inc.**  
**6753 Graybar Road, Unit 170,**  
**Richmond BC, V6W 1H7**

(hereinafter referred to as the "Operator")

**OF THE SECOND PART**

**WHEREAS:**

- A.** SSBC manages and administers certain land and/or buildings (hereinafter known as the "Buildings"), a portion of which is used as parking facilities (such facilities hereinafter known as the "Premises"), such Buildings and Premises being described in Appendix A attached to this Agreement;
- B.** Pursuant to RFP ON-002060, SSBC and the Operator wish to enter into this Agreement on the terms and conditions hereinafter set out; and
- C.** Pursuant to this Agreement, the Operator will manage and administer the parking facilities on the Premises (the "Business").

**IN CONSIDERATION** of the mutual covenants and agreements herein contained, the Operator and SSBC agree as follows:

**1. GRANT OF LICENCE**

**0.1** SSBC hereby grants to the Operator a licence

- (a)** to enter onto the Premises and use and operate the Premises solely as a parking facility;
- (b)** for non-exclusive use of the means of vehicular and pedestrian access to the Premises for the purpose of operating the Premises as a parking facility; and

(c) to install and maintain on the Premises such meters and other equipment as approved by SSBC and as required for the efficient operation of a parking facility.

**1.2** Notwithstanding the date of execution and delivery of this Agreement, the term of this Agreement (the "Term") commences on October 1, 2011 (the "Commencement Date") and ends on September 30, 2016 (the "End Date"), unless earlier terminated in accordance with the provisions of this Agreement.

**1.3** This Agreement may be renewed for up two (2) additional renewal periods of two (2) years each subject to the mutual written agreement of the Operator and SSBC.

**1.4** The Operator acknowledges and agrees that, except as expressly stated herein, SSBC has not made, and will not make, any representation or warranty as to the state of the Premises, the fitness of the Premises for the purposes contemplated by this Agreement or any other matter in any way related to or connected to the Premises and the Operator's intended use thereof, and the Operator acknowledges and agrees that it has satisfied itself with respect to all such matters as it considers necessary in relation to or in connection with the Premises and the Operator's intended use thereof and that the Operator is accepting the Premises for such use strictly on an "as is, where is" basis. Nothing in this paragraph will operate to relieve SSBC of any of its express obligations hereunder.

## **1.5 TERMINATION CLAUSE**

SSBC, in its sole discretion, will have the unrestricted right, on not less than ninety (90) days prior written notice, to terminate this Agreement for any reason, whether with or without cause.

## **1.6 OPERATIONAL REVIEW**

Without limiting SSBC's rights under section 8 of this Agreement, the Operator's management of the Premises including without limitation, the physical operation thereof and financial systems utilized in connection therewith, will be reviewed by SSBC and the Operator at the end of the first three months of operation (or sooner) and thereafter on a quarterly basis. At each formal meeting, SSBC and the Operator will review parking rates, level of service, maintenance, patrol and monitoring, financial reporting, and the frequency and results of the Operator's internal audits that relate to SSBC's buildings. The Operator will implement such adjustments, if any, to its services as SSBC acting reasonably may specify.

## **1.7 DUE DILIGENCE**

The Operator will conduct Business from the Premises from and after the Commencement Date. In the conduct of its Business, the Operator will:

(a) do the work with all due diligence. The work will be first class in all respects and will be executed in accordance with this Agreement. The Operator will be responsible for faulty work, and will promptly remedy same at its own expense. SSBC may suspend the work, whenever in its representative's reasonable opinion the work is not being performed satisfactorily. If, in the SSBC's representative's opinion, it is not expedient for the Operator to correct defective and/or improper work, SSBC may make good the deficiency after informing the Operator's representative. The cost of making good the deficiency will be charged as an Additional Licence Fee in accordance with section 2.7 below.

- (b) conduct its Business in the Premises continuously during such hours and on such days as SSBC from time to time requires or permits and at no other time.

## 1.8 ASSIGNMENT

This Agreement will not be assigned or subcontracted in whole or in part without the prior written consent of SSBC, whose consent may be arbitrarily withheld.

## 1.9 RELATIONSHIP

SSBC and the Operator acknowledge and agree that neither is acting as an employee or agent of the other, except that SSBC authorizes the Operator to act as its agent for the sole purpose of obtaining necessary services for the Premises in accordance with this Agreement, from any common supplier.

Nothing herein will be deemed or construed to create a joint venture or partnership relationship between the parties for any purpose.

## 1.10 CONFLICT OF INTEREST

It is agreed and understood that the provision of the work must not create a conflict of interest either for or between the Operator and SSBC. If the Operator becomes aware that a potential or real conflict of interest could arise or has occurred, the Operator must advise SSBC immediately.

## 2. LICENCE FEES

1. For the purposes of this Agreement, the following definitions apply:

- (a) **"Allowable Expenses"** means those expenses described in section 2.6 below plus applicable taxes thereon, if any, each of which must specifically relate to the Business and not to any other activities of the Operator;
- (b) **"Government Stalls"** means parking stalls occupied by government employees or designated as Ministry-paid parking;
- (c) **"Gross Revenue"** means all revenue, including those fees collected by the Operator (whether hourly, daily or monthly) in connection with the Business, but excluding parking fees paid directly to SSBC for Government Stalls;
- (d) **"Licence Fee"** means the monthly fee to be remitted to SSBC by the Operator, as described in section 2.4;
- (e) **"Management Fee"** means the management fee that the Operator is permitted to retain as compensation for the services rendered under this Agreement, as described in section 2.5; and
- (f) **"Net Operating Revenue"** means the Gross Revenue received from the Business, net of any applicable taxes, less any Allowable Expenses.

2. The Operator is responsible for remitting any applicable taxes including, but not limited to, the HST, to the appropriate government entity.
3. For greater clarification, the Operator is permitted to deduct from the Gross Revenue the Allowable Expenses, plus any taxes applicable thereon, if any. In the event that Allowable Expenses are incurred by the Operator in respect of the operation of the Business during the Term, but are not payable until after the Term has ended, the Operator will invoice SSBC, and upon verification by SSBC that the invoiced expense is an Allowable Expense incurred during the Term, SSBC will reimburse the Operator for same within 20 days of receipt of the invoice.
4. No later than the fifteenth day of the following month after the end of each calendar month, the Operator will remit to SSBC as the Licence Fee an amount equal to (i) the Net Operating Revenue for that month, less (ii) the Management Fee for that month. For greater clarification, the Operator will remit the License Fee for the month of January by no later than February 15th.
5. The Management Fee for each month will be equal to \$21 of the Net Operating Revenue for that month.
6. Along with the payment of the Licence Fee, the Operator will provide a monthly statement of Gross Revenues and the Allowable Expenses claimed in operating the Business for that month, plus any taxes thereon, and this statement will form the basis for confirming the amount of the Management Fee. The Operator will include with each monthly statement copies of invoices for payments made to any third party contractors that are claimed on the statement as an Allowable Expense (if any), and a detailed description of each expense claimed, including a summary of the hours spent by the Operator's personnel for services and the reason that such expense was required to be incurred. All expenses are subject to the review and approval of SSBC. Such monthly statement will be in the format provided in Schedule B attached.

For the purpose of clarification, the following expenses are not Allowable Expenses and will be provided by the Operator in consideration of the Management Fee:

- a. Wages and benefits payable to the Operator's customer services representatives ("CSR");
- b. Management Staff (parking patrol administrator) wages and benefits.
- c. Enforcement services, including patrolling and monitoring the parking facilities;
- d. Enforcement systems and software;
- e. Regular parking meter equipment repairs and maintenance;
- f. Upgraded sign supply and installation;
- g. Vehicle costs;
- h. Purchase of Uniforms;
- i. Daily garbage removal from parking lots (use of garbage trucks, i.e.: BFI);
- j. Monthly parking systems;
- k. Office Overhead (i.e.: photocopying, postage, etc.);
- l. Collection postage costs;
- m. Meter ticket stock costs and consumable patroller supplies;
- n. Bank Charges/Fees;
- o. Quarterly and Annual Reports;
- p. Delivery of decals, access cards, and reserved signs;
- q. Supply signs for government employees at no charge, if recycled reserved signs are available;

- r. Without limiting the foregoing, expenses incurred in provided the services listed in Schedule C.

For the purpose of this Agreement, Allowable Expenses are:

- (a) Parking attendant wages and benefits cost (if any, the per hour wage costs inclusive of wages, benefits, payroll taxes and WCB dues will be specified in the Parking Management Agreement per location and will be subject to a maximum increase of \$2.5% annually) including uniform cleaning;
- (b) Meter rental (Monthly rental rate for each mechanical meter and for each electronic meter will be specified in the Parking Management Agreement per location);
- (c) Repairs and maintenance of the Premises, as per Schedule "C", which includes activities such as power sweep, power scrubs & pressure wash, hand cleaning (i.e.: removal of used needles, drug paraphernalia, feces), asphalt – patching and crack sealing, graffiti removal, line/curb painting, wheel stops, and removal of pooled water (work orders required for all);
- (d) Parking facility utilities (if any, invoices required);
- (e) Business licenses for each location;
- (f) Insurance at premium cost;
- (g) Credit Card processing charges;
- (h) Reserved signage (if required will be charged at (dollar amount to be specified in monthly Parking Management Agreement per location) per reserved sign, including labour and will be installed next day, 7 days a week);
- (i) Sign supply and installation; and
- (j) Costs of major repairs, as described under section 5.2.

**2.7** The Operator will pay to SSBC in lawful money of Canada, without any deduction, abatement, setoff or compensation whatsoever and within 10 days of being invoiced by SSBC for same, as an "Additional Licence Fee", such sums of moneys that have been expended by SSBC, throughout the term, on behalf of the Operator for services that are designated to be the responsibility of the Operator by this Agreement.

**2.8** SSBC will have the right, at any time and at its complete discretion, to increase or decrease the number of Government Stalls, and to specify which stalls are allocated for Government Stalls and which are available to the Operator for marketing to the general public.

**2.9** No later than the fifteenth day of the following month after the end of each calendar month, the Operator will remit to SSBC <sup>S21</sup> collected for that month. For greater clarification, the Operator will remit the Fee for the month of January by no later than February 15th.

### **3. PARKING**

#### **3.1 ENFORCEMENT OF POSTED PARKING FEES**

The Operator will:

- (a) patrol the Premises, daily or as directed in Schedule C attached, to enforce compliance with the posted terms and conditions of the Operator's contract with its customers, including, without limitation, the payment of fees for parking; and
- (b) issue parking violation notices as they are presently known, or any document issued in replacement therefore, intended to enforce the payment of parking fees (a "Parking Violation Notice") and effect and supervise the lawful removal of violating vehicles only in accordance with this Article 3.

### **3.2 PARKING VIOLATION NOTICES**

The Operator will be entitled to issue a Parking Violation Notice for and collect, by lawful means, a parking violation fee for a parking violation, and the following will apply:

- (a) the issuance of Parking Violation Notices by the Operator should not be perceived by the public to be aggressive. Accordingly, a Parking Violation Notice will be issued only after granting a 10-minute grace period after the expiration of the parking period;
- (b) both the Operator and SSBC may cancel, from time to time, any Parking Violation Notice issued by the Operator for any reason whatsoever and the Operator will not be entitled to receive compensation for such cancelled Parking Violation Notice.

## **4. TAXES, NOTICES AND PERMITS**

- 4.1 The Operator will pay promptly when due all business, sales, machinery, equipment and all other taxes, assessments, charges and rates, other than real property, school or local improvement taxes, which, if applicable, will be payable by SSBC.
- 4.2 The Operator will give all notices and obtain and pay for any permit or licence fees attributable to the Premises, and/or the business, sales or income of the Operator in respect of the Premises.

## **5. MAINTENANCE, REPAIRS AND ALTERATIONS**

- 5.1 The Operator will be responsible for those duties set out in Schedule C, at such intervals as also set out in Schedule C.
- 5.2 The Operator will not make any major repairs, alteration, replacement or improvements to any part of the Premises without first obtaining SSBC's written approval. For greater clarity, none of the duties set out in Appendix C are "major repairs". The Operator will have no duty to make "major repairs" except where expressly instructed by SSBC, and such instruction is acceptable to the Operator, in which case the cost thereof will be deemed to be an Allowable Expense hereunder.
- 5.3 The Operator will not install any equipment which may exceed or overload the capacity of any utility facilities in the Premises and the Operator will not bring into the Premises or install any utility facility or service which SSBC does not in its sole discretion approve. The Operator agrees that if any equipment installed by the Operator requires additional utility facilities, same will be installed, if available, at the Operator's expense in accordance with plans and specifications to be approved in advance in writing by SSBC.

**5.4** All alterations, additions and improvements made by the Operator, or made by SSBC on the Operator's behalf (other than the Operator's trade fixtures and equipment), will immediately become the property of SSBC without compensation therefore to the Operator. Such alterations, additions or improvements will not be removed from the Premises during, nor at the expiration of the Term or earlier termination of the Term except that:

- (a) the Operator may remove its trade fixtures and equipment during the Term with the consent of SSBC, not to be unreasonably withheld, in the usual or normal course of its business, provided such trade fixtures and equipment have become excess for the Operator's purposes or the Operator is substituting new and similar trade fixtures and equipment therefore, and provided that in each case, (i) such removal is done at the Operator's sole cost and expense; (ii) the Operator is not in default under this Agreement; and (iii) except in the case of an emergency, the Operator first notifies SSBC in writing of such proposed removal; and
- (b) the Operator will, at the expiration or earlier termination of the Term, at its own cost and expense remove such of its improvements, fixtures and trade equipment as SSBC requires to be removed.

**5.5** The Operator will, in the case of every such installation or removal, effect the same at times designated by SSBC and promptly make good any damage caused to the Premises or the Building by the installation or removal of any such alteration, addition or improvement.

## **6. UTILITIES**

**6.1** SSBC will supply, subject to Article 7, the following:

- (i) electricity
- (ii) water
- (iii) heat
- (iv) lampage (except as noted on Schedule C)

provided however, that SSBC or anyone acting on its behalf will not be liable for any loss, injury or damage for the interruption or non-availability for any period of time of any of the foregoing for any reason whatsoever.

**6.2** The Operator will be relieved of its obligation to operate the Business where the interruption or unavailability of any of electricity, water, heat or lighting would render the operation of the Business unlawful or hazardous, but only for the period of such interruption or unavailability.

## **7. REPAIR IN THE EVENT OF SEVERE DAMAGE**

- 7.1** If the Premises or any part thereof are damaged by fire or any other hazard such that the Premises are rendered unusable or convenient access is prevented, SSBC in its sole discretion may elect not to repair the damage, and the Licence Agreement granted hereby will be terminated as at the day of the fire or hazard.
- 7.2** If the damage to the Premises is capable of repair within Ninety (90) days, SSBC may initiate such repair and forthwith allow an abatement of all Licence Fees which recognizes the nature and extent of the damage, until such time as the Premises have been rebuilt or access restored.
- 7.3** If the damage is such as to preclude the reoccupation of the Premises by the Operator for a period in excess of Ninety (90) days, either party may, within Thirty (30) days of the occurrence of the original damage, serve notice upon the other of immediate termination of this Agreement.

## **8. MAINTENANCE OF RECORDS AND RIGHT TO AUDIT**

- 8.1** The Operator will maintain all records pertaining to Gross Revenue, the calculation of Net Operating Revenue, the Management Fee and taxes thereon, Allowable Expenses and taxes thereon, time records, books of account, invoices, receipts and vouchers of all expenses incurred and all revenue received, in form and content for the period covered by the this Agreement plus seven (7) years.
- 8.2** SSBC will have the right to audit the Operator's statements of operation at any time upon five (5) working days written notice. The Operator must permit SSBC at all reasonable times to inspect and copy all material that has been produced or received by the Operator or any sub-contractor/sub-consultant as a result of this agreement (collectively the "Material"), including, without limitation, accounting records, findings, data, reports and documents whether complete or not, in connection with this audit provision.

## **9. CONFIDENTIALITY**

- 9.1** Each party will keep confidential all information received from the other party in connection with this Agreement or the audit referred to above, and the receiving party will disclose such information only as follows:
- (a) to its employees, agents, consultants and professional advisors with a need to know the information, who are bound to maintain such information in confidence;
  - (b) after receiving written approval from the disclosing party to disclose the information;
  - (c) under court order or other lawful compulsory process, provided that the disclosing party is notified thereof as soon as practicable;
  - (d) if the information is in the public domain at the time it is to be disclosed, other than by breach of this Agreement; or
  - (e) if the information is disclosed without restriction to the receiving party in good faith by a third party who is in lawful possession thereof and who has the right to make such disclosure.



## 10. INSURANCE AND INDEMNITY

**10.1** The Operator will during the entire Term take out and keep in full force and effect, and in the name of the Operator and SSBC, as their respective interest may appear, the following insurance which will be placed with such insurance company or companies licensed in Canada and in such form as may be acceptable to SSBC acting reasonably:

(a)

- (i) Commercial General Liability Insurance protecting SSBC the Operator, all Subcontractors, and their respective servants, agents or employees against damages arising from personal injury (including death) and claims for property damage which may arise directly or indirectly out of the operations of the Operator, its subcontractors, and their respective servants, agents or employees in connection with the operation of the Business and the provision of the services by the Operator hereunder. Such insurance will be for an adequate amount acceptable to SSBC, acting reasonably, and will in any event be not less than FIVE MILLION DOLLARS (\$5,000,000.00) inclusive of any one occurrence and will include a standard form of cross-liability clause.
- (ii) This policy of insurance will, without limiting the generality of the foregoing, cover all liability arising out of products, whether manufactured or supplied by the Operator, completed operations, contingent employer's liability and liability assumed by the Operator under and applicable to this Agreement.
- (iii) Automobile Liability Insurance on all licensed vehicles owned by or leased to the Operator, protecting SSBC and the Operator against damages arising from bodily injury (including death) and from claims for property damage arising out of their use in the operations of the Operator, its servants, agents or employees in connection with the operation of the Business and the provision of services by the Operator hereunder. Such insurance will be for an adequate amount acceptable to SSBC, acting reasonably, and in any event be not less than TWO MILLION DOLLARS (\$2,000,000.00) inclusive of any one occurrence.

- (b) The Operator will insure under a policy of insurance which will protect its equipment and trade fixtures at the Premises to be incorporated therein against All Risks of loss or damage.
- (c) All policies required to be written on behalf of the Operator will contain a waiver of any subrogation rights the Operator's insurers may have against SSBC as the owner and against those for whom SSBC is, in law, responsible. All such policies will name SSBC as an additional insured.
- (d) The Operator agrees that Province of British Columbia certificates of insurance or, if required by SSBC, certified copies of each such insurance policy, will be delivered to SSBC as soon as practicable after the placing of the required insurance or upon demand by SSBC. All policies will contain a statement that the insurers will endeavour to notify SSBC in writing not less than thirty (30) days prior to any material change, cancellation, or termination thereof.

- (e) The Operator agrees that if the Operator fails to take out or to keep in force any such insurance referred to in this Paragraph 9.1, or should any such insurance not be approved by SSBC, acting reasonably, and should the Operator not rectify the situation within forty-eight (48) hours after written notice by SSBC to the Operator (stating if SSBC does not approve of such insurance, the reasons therefore), SSBC has the right, without assuming the obligation in connection therewith, to effect such insurance, and all outlays and costs incurred by SSBC in excess of the amount which the Operator would have been paid if claimed as an Allowable Expense will be immediately paid by the Operator to SSBC as Additional Licence Fee on the first day of the next month following said payment by SSBC without prejudice to any other rights and remedies of SSBC under this Agreement.

**10.2** SSBC will not be liable for any death or injury arising from or out of any occurrence in, upon, at or relating to, the Premises, the operation of the Business, or damage to property of the Operator or of others located in the Premises, nor will it be responsible for any loss of or damage to any property of the Operator or of others from any cause whatsoever. SSBC will not be liable for any such damage caused by occupants of adjacent property thereto, or the public, or caused by operations in construction or by any private, public or quasi-public work. All property of the Operator kept or stored in the Building will be so kept or stored at the Operator's sole risk and the Operator will indemnify and hold harmless SSBC from any claims arising out of the loss of or any damages to the same, including, without limitation, any subrogation claims by the Operator's insurers.

**10.3** The Operator will indemnify and hold harmless SSBC from and against any and all loss (including loss of all Licence Fees, Additional Licence Fees or any other amounts payable by the Operator pursuant to this Agreement), claims, actions, damages, liability and expense in connection with loss of life, personal injury, damage to property or any other loss or injury (including legal fees on a solicitor and own client basis) whatsoever arising from or out of this Agreement or any occurrence in, upon or at the Premises, the operation of the Business or the occupancy or use by the Operator of the Premises or any part thereof, or occasioned wholly or in part by the Operator, except to the extent caused by the negligence, wilful misconduct or breach of this Agreement by SSBC, its agents, servants, employees, or other persons from it may, by law, be responsible. If SSBC will without fault on its part, be made a party to any litigation commenced by or against the Operator, the Operator will protect, indemnify and hold SSBC harmless and will pay all costs, expenses and reasonable legal fees incurred or paid by SSBC in connection with such litigation. If a party defaults in the performance of its obligations described in this Agreement, the non-defaulting party will be entitled to recover, in addition to any other remedy available to it, its reasonable legal fees on a solicitor and own client basis, disbursements and collection costs arising from such default, unless a Court will otherwise award.

#### **10.4 CRIME INSURANCE**

The Operator will ensure that those of its workers who handle monies are bonded in an adequate amount acceptable to SSBC. The Operator will conduct criminal record checks on all employees, in order to satisfy the Operator that its workers do not constitute an unreasonable security risk.

The Operator will obtain and maintain comprehensive crime (both inside and out) insurance covering all of its employees in an amount of not less than \$1,000,000 or other amount reasonably required by SSBC.

#### **10.5 REGISTRATION WITH WORKERS' COMPENSATION BOARD**

The Operator will comply in all respects with the *Workers Compensation Act*, RSBC 1996, Chapter 492; all regulations and orders made pursuant thereto, and all amendments that may be made from time to time. The Operator will maintain WorkSafe BC coverage at all times during the Term of the Licence Agreement. The Operator further agrees that non-compliance is a breach of a material term of the contract. It is the Operator's responsibility to ensure that all workers, and its sub-contractors, are qualified and certified to perform the work, as required by the Act or Regulation.

#### **11. COMPLIANCE WITH LAWS**

The Operator, all sub-contractors/sub-consultants, their respective servants, agents or employees, will comply with all laws, ordinances, rules and regulations, whether Federal, Provincial, or Municipal, bearing on the conduct of the operation of the Business and the use of the Premises, and the Operator will indemnify and save harmless SSBC against any violation thereof.

#### **12. HAZARDOUS WASTE**

The Operator will be responsible for the classification and removal of all waste generated by the work operations in accordance with all laws and regulations made by any regulatory authorities having jurisdiction. The Operator will provide, on demand, such proof of compliance with aforementioned laws and regulations as SSBC may reasonably require.

#### **13. SAFETY**

The Operator will conform to all of SSBC safety rules and regulations which may be applicable to the work, including those of regulatory agencies having jurisdiction.

#### **14. SECURITY**

SSBC reserves the right, acting lawfully, to perform security clearance of attendants or other staff assigned to parking facilities.

#### **15. COOPERATION WITH OTHER WORK SPACE OCCUPANTS**

SSBC requires the Operator's cooperation with other work space occupants, where the work involves activities that may disrupt or otherwise negatively impact the operations of other work space occupants.

#### **16. DEFAULT**

**16.1** Without limiting the generality of the foregoing (without limiting SSBC's termination rights contained in section 1.5), if:

- (a) the Operator fails to pay any fee or other sums due hereunder on the day or dates appointed for the payment thereof (provided SSBC first gives five (5) days written notice to the Operator of any such failure);

- (b) the Operator fails to perform any other of the terms, covenants or conditions of this Agreement to be observed or performed by the Operator (provided SSBC first gives the Operator five (5) days written notice of any such failure to perform and the Operator within such period of five (5) days fails to commence diligently and thereafter to proceed diligently to cure any such failure to perform);
- (c) the Operator becomes bankrupt or insolvent or takes the benefit of any act now or hereafter in force for bankrupt or insolvent debtors or files any proposal or makes any assignment for the benefit of creditors;
- (d) a receiver or a receiver manager is appointed for all or a portion of the Operator's property;
- (e) any steps are taken or any action or proceedings are instituted by the Operator or by any other party including without limitation, any court or governmental body of competent jurisdiction for the dissolution, winding-up or liquidation of the Operator or its assets;
- (f) the Operator abandons or attempts to abandon the Premises, ceases to carry on the Business, or sells or disposes of the goods and chattels of the Operator or removes them from the Premises so that there would not in the event of such sale or disposal be sufficient goods on the Premises subject to distress to satisfy all License Fees, Additional License fees, and any other payments due and accruing hereunder;
- (g) the Operator assigns, transfers, encumbers or permits the occupation or use of or the parting with or sharing possession of all or any part of the Premises by anyone except in a manner permitted by this Agreement; or
- (h) this Agreement or any of the Operator's assets are taken under any writ of execution.

then SSBC, in addition to any other rights or remedies it has pursuant to this Agreement or by law, has, to the extent permitted by law, the immediate right to terminate this Agreement without notice or resort to legal process and without SSBC being considered guilty of trespass or becoming liable for any damage which may be occasioned thereby.

**16.2** If legal action is brought for enforcement of any rights of SSBC or obligations of the Operator and a breach is established, the Operator will pay to SSBC all expenses incurred therefore, including full solicitors' fees, (on a solicitor and own client basis) unless a Court will otherwise award.

**16.3** If the Operator at any time during the Term or at the expiration or other termination of the Term is in default under any covenant or obligation contained herein, SSBC will have a lien on all stock-in-trade, inventory and fixtures, equipment and facilities of the Operator as security against loss or damage resulting from any such default by the Operator and said stock-in-trade, inventory, fixtures, equipment or facilities will not be removed by the Operator until such default is cured, unless otherwise so directed by SSBC.

## **17. LABOUR DISRUPTION**

In the case of labour disputes or disruptions caused by or which result from the actions of the Operator's employees, sub-contractors or agents, the Operator will continue to operate the Business and maintain the Premises as provided for in this Agreement. An exception to this would be if SSBC has a labour dispute, and the Operator cannot access the Premises.

## **18. DISPUTES AND ARBITRATION**

In the case of a dispute arising between SSBC and the Operator as to their respective rights and obligations pursuant to the contract documents, either party will, within SEVEN (7) days of the dispute arising, give written notice to the other party that the dispute exists, but the work will continue uninterrupted. For FOURTEEN (14) days thereafter, or under such conditions or for such further period of time as the parties may agree in writing, the parties will attempt to resolve that dispute by negotiation. In the event the parties fail to resolve the dispute within the time limited or in the method agreed upon, the dispute will be referred to a single arbitrator pursuant to the *Commercial Arbitration Act*, RSBC 1996, c. 55, as amended. The costs of the arbitration will be borne equally by the parties.

## **19. MISCELLANEOUS**

**19.1** The waiver by either party of any breach of any term, covenant or condition herein contained is not deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained. The subsequent acceptance of Licence Fees, Additional Licence Fees or other monies hereunder by either party is not deemed to be a waiver of any preceding breach by the other party or of any term, covenant or condition of this Agreement, regardless of the accepting party's knowledge of such preceding breach at the time of acceptance of such fees. No term, covenant or condition of this Agreement is deemed to have been waived by a party hereto unless such waiver is in writing by such party. All Licence Fees and Additional Licence Fees to be paid by the Operator to SSBC hereunder, will be paid without any deduction, abatement or setoff whatsoever and the Operator hereby waives the benefit of any statutory or other rights in respect of abatement or set-off in its favour at the time hereof or at any future time.

**19.2** Force Majeure - Notwithstanding anything to the contrary contained in this Agreement, if either party hereto is bona fide delayed or hindered in or prevented from the performance of any term, covenant or act required hereunder by reason of power failure; restrictive governmental laws or regulation; riots, insurrection; sabotage; rebellion; war; act of God; or other reason whether of a like of nature or not which is not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such term, covenant or act is excused for the period of the delay and the party so delayed will be entitled to perform such term, covenant or act within the appropriate time period after the expiration of the period of such delay.

**19.3** Any notice, demand, request or other instrument which may be or is required to be given under this Agreement will be delivered in person or sent by registered mail postage prepaid and will be addressed as follows:

(a) If to SSBC:

Shared Services BC  
PO Box 9412, STN Prov Govt  
W311-4000 Seymour Place  
Victoria, BC V8W 9V1

Attn: Martine Whittal, Parking Coordinator

**(b) If to the Operator:**

Precise Parklink Inc.  
6753 Graybar Road, Unit 170  
Richmond, BC V6W 1H7  
Attn: Justin Powell

Any such notice, demand, request or consent is conclusively deemed to have been given or made on the day upon which such notice, demand, request or consent is delivered, or, if mailed, then on the fifth business day following date of the mailing, as the case may be.

- 19.4** The Operator designates the following as its contact persons (each an "Operator CSR") for the purpose of communicating with SSBC regarding day-to-day and operational issues in connection with this Agreement:

Name: Justin Powel  
Telephone: (604) 295-9109  
Facsimile: (604) 295-9107  
Email: jpowell@precisebi.com

The Operator may designate a replacement Operator CSR at any time upon given written notice thereof to SSBC in accordance with section 18.3 above.

SSBC may contact either Operator CSR at any time regarding day-to-day and operational issues in connection with this Agreement, via the telephone number, facsimile number, or email address provided above (or such other telephone number, facsimile number or email address as is provided by the Operator from time to time by written notice to SSBC), in which event the Operator CSR will respond to SSBC within 24 hours of the time that SSBC leaves a telephone message for or transmits a fax or email to the Operator CSR.

Additional contact information for the Operator and SSBC is included as Schedule E.

- 19.5** The Appendices to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.

**20. OWNERSHIP OF DOCUMENTS**

All contract documents and copies thereof are and will remain the property of SSBC and will not be copied, revised or used on other work without the prior written authorization of SSBC.

**21. LATE PAYMENTS**

If the Operator does not pay to SSBC any amount which it is required to pay under this Agreement within five business days of the due date under this Agreement, such amount will thereafter bear interest at a rate equal to the Prime Rate plus four percent (4%) per annum, calculated and compounded monthly on the first day of each month until paid. "Prime Rate" means the rate of interest, expressed as a percentage per annum, declared from time to time by the main branch in

Vancouver, British Columbia of the Royal Bank of Canada as its "prime rate", the intention being that the rate of interest prescribed hereunder will fluctuate as and when such declared prime rate fluctuates.

**22. NO TACIT RENEWAL OR EXTENSION**

If the Operator continues to use the Premises after the end of the Term without the execution of a new Licence Agreement, and SSBC accepts payments from the Operator in respect of its use of the Premises there will be no tacit renewal or extension of this Agreement, and the Operator will be deemed to be entitled to use the Premises on a month-to-month basis upon the same terms and conditions as are set forth in this Agreement, so far as applicable to a monthly licence arrangement.

**23. TIME**

Time will be of the essence herein.

**24. REMEDIES CUMULATIVE**

All rights and remedies of either party contained in this Agreement will be cumulative and not alternative.

**25. ENTIRE AGREEMENT**

This Agreement sets forth all of the covenants, promises, conditions, agreements and understandings between SSBC and the Operator with respect to their respective uses of the Premises. No subsequent amendment of this Agreement will be binding upon SSBC or the Operator unless reduced to writing and signed by both of them. Nothing in this Agreement will be deemed to terminate any payment or indemnification obligations of the Operator contained in the Original Agreement, or any other obligations of the Operator that by their nature survive the end of the term of the Original Agreement.

**26. GOVERNING LAW/EXCLUSIVE JURISDICTION**

This Agreement will be construed and governed in accordance with the laws of the Province of British Columbia, which will be deemed to be the proper law hereof, and the courts of British Columbia will have the exclusive jurisdiction to entertain and determine all claims and disputes arising out of or in any way connected with this Agreement subject, however, to the obligation of the parties to arbitrate any disputes pursuant to Article 17.

**27. NO REGISTRATION OF AGREEMENT**

The Operator acknowledges and agrees that this Agreement does not contain a grant in favour of the Operator of any interest in the Premises and, accordingly, the Operator agrees that SSBC will not be required to provide this Agreement in registrable form and that the Operator will not be entitled to register this Agreement in any public registry.

**28. SUCCESSORS**

All rights and liabilities herein given to or imposed upon the respective parties hereto will extend to and bind the several respective heirs, executors, administrators, successors and permitted assigns of the said parties.

**29. BUSINESS DAY**

Where the time limited to perform anything or to pay any amount herein falls on a Saturday, Sunday or statutory holiday in the Province of British Columbia, the time so limited will extend the next day which is not a Saturday, Sunday or statutory holiday.

**30. NO PARTNERSHIP OR JOINT VENTURE**

Nothing herein contained will be construed or deemed to constitute or create a partnership or joint venture of or between the parties or to render one of them liable for the debts and obligations of the others.

**31. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, with the same effect as if all the parties had signed the same document, and will become effective when one or more counterparts have been signed by all of the parties and delivered to each of the other parties. All counterparts will be construed together and evidence only one agreement, which, notwithstanding the dates of execution of any counterparts, will be deemed to be dated the date first above written.

**32. EXECUTION BY FACSIMILE**

This Agreement may be executed by the parties and transmitted by facsimile and if so executed and transmitted this Agreement will be for all purposes as effective as if the parties had delivered an executed original Agreement.



### 33. SEVERABILITY

If any provision of this Agreement or any part thereof is determined to be invalid for any reason it will be severable and severed from this Agreement and the remainder of this Agreement will be construed as if such invalid provision or part had been deleted from this Agreement.

**IN WITNESS WHEREOF**, SSBC and the Operator have executed this Agreement as of the day and year first above written.

HER MAJESTY THE QUEEN IN )  
RIGHT OF THE PROVINCE OF )  
BRITISH COLUMBIA as represented by )  
a duly authorized representative of )  
the Minister of Citizens' Services )  
SSBC )  
)  
)  
)  
)

\_\_\_\_\_  
(witness)

\_\_\_\_\_  
For the Minister of Labour, Citizens' Services and Open  
Government

**[NAME OF OPERATOR]**

By: \_\_\_\_\_  
(DIRECTOR, BUSINESS - Authorized Signatory  
Title DEVELOPMENT)

## SCHEDULE "A"

### PREMISES

	SSBC Reference	Operator's Reference	Hours of Attendant**	Total Stalls	Approx. Number of Stalls for the Operator**	Type
<u>Kamloops Courthouse Precinct</u>	N0001218	Lot 120	N/A at this time	509	322 (7:00am – 5pm); 509 (5pm – 7am)	Surface (paved & gravel lots)

\* Attendant may be required for special functions on weekend.

\*\* Subject to change in accordance with section 2.8 of this Agreement.

# SCHEDULE "B"

## MONTHLY STATEMENT

Gross Revenue	Current Month
Monthly	\$ _____
Transient	\$ _____
Meter	\$ _____
Validation	\$ _____
Violations (less \$250)	\$ _____
Other	\$ _____
Total Gross Revenue (net of any taxes)	
<b>Allowable Expenses</b> (all subject to and as permitted by the Agreement)	
Meter Rental	\$ _____
Repairs and maintenance of the Premises as per Schedule "c"	\$ _____
Parking Meter repairs and Maintenance	\$ _____
Parking facility utilities	\$ _____
Business Licences	\$ _____
Insurance at premium cost	\$ _____
Reserved signage	\$ _____
Sign supply and installation	\$ _____
Other:	\$ _____
Total Allowable Expenses	\$ _____
Net Operating Revenue	\$ _____
Management Fee (1.75% of Net Operating Revenue)	\$ _____
Total Disbursements (net of HST)	\$ _____
Net Revenue	\$ _____
Plus HST on Net Revenue	\$ _____
Balance Due (License Fee)	\$ _____
	\$ _____

## SCHEDULE "C"

### SERVICES TO BE PERFORMED BY OPERATOR

In accordance with Paragraph 5.1 of the Agreement, the Operator will provide the following services:

Service	Description	Frequency
Patrol/monitor (1)	patrol/monitor parking facility	Daily or as requested by SSBC
Attendants (2)	provide attendants as required	As required or requested by SSBC
Parking Decals, Access Cards & Remotes (3)	provide where applicable and maintain records	As required or requested by SSBC
Signage	provide and maintain	As required or requested by SSBC
Power Sweep	exit and entry ramps; entire parking area	Annually or as requested by SSBC
Power Scrub & Pressure Wash	oil/grease removal from stalls; dirt and grime from pavement & curbs	Annually or as requested by SSBC
Janitorial	litter control; garbage collection; to be kept free of litter	Daily
Maintenance of Parking Equipment		As required
Ashphalt	patching and crack sealing	Annually or as requested by SSBC
Graffiti Removal		Within 24 hours
Line/Curb Painting		Annually or as required
Wheel Stops	where applicable, ensure they are secure and aligned	Monthly
Check Lighting	replace bulbs where needed	Weekly or as required
Pooled Water	to be removed from low areas	As required
Snow Removal (4)	where applicable	Per SSBC specifications
Ice/Snow Melting (5)	where applicable; to provide products to keep driveways clear and safe for use of disabled persons	Per SSBC specifications
Quarterly Reports	Quarterly reports including occupancy and comments about the condition of the premises	Quarterly
Annual Reports	Annual occupancy report and annual audited financial statement on each parking location showing revenue and expenses with proposals (if any) to increase revenue	Annually due April 1st
Collection Activities		Daily or as requested by SSBC

Provision of names of monthly parkers	Provide a list of names of the government employees that have active monthly parking passes/hangtags at the time of the request	As requested.
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- (1) Not currently required at Robson Square or Chancery Place.
- (2) Attendants are currently only required at Robson Square and New Westminster Law Courts.
- (3) SSBC will be responsible for the cost of re-issuing or replacing parking decals, access cards or remotes only when the re-issuing or replacement is requested by SSBC.
- (4) Not currently required at Robson Square, Chancery Place, New Westminster Law Courts, or BC Centre for Disease Control.
- (5) Not currently required at Robson Square, Chancery Place, New Westminster Law Courts, or BC Centre for Disease Control.

NOTE: The costs to the Operator to set up business in the parkades/parking lots are the sole responsibility of the Operator and such costs will not be passed on to SSBC.

## SCHEDULE "D"

Equipment owned by SSBC which may be utilized by the Operator during the term of the Agreement is listed below.

Interior BC	Description of Equipment
Kamloops Precinct (455 Columbia Street)	Duncan Meters

## SCHEDULE "E"

Contact Information  
For SSBC,

Primary Contact for all aspects of the Agreement	Secondary Contact
Martine Whittal W311-4000 Seymour Place PO Box 9412, STN Prov Gov't Victoria, BC V8W 9V1 Phone: (250) 952-8712 Facsimile: 250 952-8288 Email: <a href="mailto:Martine.Whittal@gov.bc.ca">Martine.Whittal@gov.bc.ca</a>	Jennifer Brown W311-4000 Seymour Place PO Box 9412, STN Prov Gov't Victoria, BC V8W 9V1 Phone: (250) 952-8410 Facsimile: 250 952-8288 Email: <a href="mailto:Jennifer.Brown1@gov.bc.ca">Jennifer.Brown1@gov.bc.ca</a>

For the Operator, the following table outlines resources, roles and contact information:

**Justin Powell**-Director, Business Development

Will oversee all activities and ensure operation is running smoothly. If there are any issues, Justin will be the person to contact and will trouble-shoot the situation. Justin is also responsible for account set-up, ordering equipment, and attending the site meeting. At the site meeting, equipment placement will be determined and signage requirements. Justin will be responsible to set up the initial operation- including office set-up. He will also ensure Precise ParkLink Inc is ready to operate October 1<sup>st</sup>.

Email: [jpowell@precisebi.com](mailto:jpowell@precisebi.com)

**Mickey Ross**- Operations Manager

Mickey is the main point of contact and is responsible for training Area Manager, assisting in installation, and service calls. Mickey will be in touch with the Area Manager to ensure equipment is fully functional.

**Priya Rangoonwala**- Office Coordinator

Priya is in charge of monthly parking: all sign-ups, cancellations and queries. She will provide a welcome Memo to monthly parkers which will include contact information and processes, and will be available Monday- Friday for customer service. Priya will also handle any disputes from all parking infractions.

Email: [accountingbc@precisebi.com](mailto:accountingbc@precisebi.com)

**April Aquino**- Service Coordinator

April will organize installation and will be available by phone for service support. Area manager will be in contact should he need April to send service technicians from Vancouver to Kamloops. April will also help the Area Manager with inventory for spare parts.

Email: [Servicevancouver@precisebi.com](mailto:Servicevancouver@precisebi.com)

**Nickie Dukhia**- Marketing Coordinator

Nickie will be another point of contact. If Justin is unavailable, concerns/questions can be directed to her. Nickie will also assist with account set-up and the installation processes. She will also be responsible to market monthly parking and attracting new customers to the lot.

Email: [ndukhia@precisebi.com](mailto:ndukhia@precisebi.com)