

REPORT TO COUNCIL



Date: September 26, 2012
File: 1140-50
To: City Manager
From: Property Manager and Cultural Services Manager
Subject: Lease and Operating Agreement for the Rotary Centre for the Arts

Recommendation:

THAT Council approves the Lease and Operating Agreement between the City and the Kelowna Visual and Performing Arts Centre Society as attached to the report from the Property Manager and Cultural Services Manager dated September 26, 2012;

AND THAT the Mayor and Clerk be authorized to execute the Lease and Operating Agreement on behalf of the City of Kelowna.

Purpose: To obtain approval from City Council for the Lease and Operating Agreement between the City and the Kelowna Visual and Performing Arts Centre Society (KVPACS).

Background:

The City working with KVPACS and community supporters built the RCA. Once the building was completed in 2002, the City entered into a Lease and Operating Agreement with KVPACS. The first agreement had a five year term. At the end of the initial term, a new five year agreement expiring Dec. 31, 2012 was negotiated. In anticipation of the expiry of the current agreement, staff have negotiated a new Lease and Operating Agreement with KVPACS, with a term commencing January 1, 2013.

Throughout the negotiation process, staff from a number of departments (Real Estate & Building Services, Communications, Finance, Recreation & Cultural Services) have been consulted, and Real Estate and Cultural Services staff have met regularly with a committee of the Board of Directors of KVPACS and key staff from the RCA.

The general terms and conditions of the agreement are similar to the terms and conditions for Lease and Operating Agreements with the Kelowna Art Gallery and the Kelowna Museums Association. Enhanced consistency in the operating and funding model for these facilities and a long-range approach provides stability and a platform for important initiatives such as fund development in the community.

The commencement date for the agreement is January 1, 2013. RCA operating and programming commitments, including the 2012/13 performance series and the renewal of tenant sub-leases,

mean that finalization and approval of the lease needs to happen well in advance of the end of the current term.

Primary business terms included in the proposed agreement are listed below:

Term - The agreement is for 10 years. This is consistent with leases in place for the Kelowna Art Gallery and the Kelowna Museums.

Renewal - There are two - five year options to renew provided KVPACS is not in breach of the agreement. This is consistent with other cultural facility leases.

Financial - The City will provide KVPACS \$280,300 per year (2012 budget) for programming, administration and maintenance of the building. Funding is provided through the Cultural Services Branch budget. As provided in other cultural facility leases, there is provision for KVPACS to seek additional funding by working with City staff through the City's annual budget process.

Public Access - KVPACS will continue to operate the Facility in keeping with its mandate and City plans and policies for the benefit of the city and the public. Hours of operation are subject to City approval and any fees charged for programs and services should be in line with those of other similar arts centres operating in the Okanagan. Rental and sub-lease spaces will continue to be made available to the public. The RCA will continue its operation of the in-house Bistro and event-based Liquor Primary License.

Programming - KVPACS will provide programming, events, activities and services consistent with its mandate and City plans and policies. KVPACS is responsible for providing appropriately trained staff for these purposes.

Reporting and Record Keeping - KVPACS will provide annual financial statements on a review engagement basis. Staff with the Recreation and Cultural Services Department working with the Financial Services Department will be responsible to review financial statements. The Cultural Services Manager attends monthly meetings of the Board of Directors, and maintains close liaison with senior management staff at the Facility. Once annually, the facility will deliver a report to Council.

Maintenance - The City and KVPACS share responsibility for facility maintenance. KVPACS is contracted to perform the majority of operational maintenance. The allocation of maintenance obligations, and attribution of maintenance costs is clearly outlined in a simplified Responsibility Checklist and Equipment List. An annual maintenance plan, developed jointly by RCA and city staff, and a minimum annual First Line Repair expenditure by RCA is required. Maintenance expenditures are tracked through regular reporting. Unspent First Line Repair funds in any year are placed into a designated reserve for future maintenance/facility needs. The RCA has a Building Operator on staff and there is a good working relationship between facility and city staff regarding maintenance.

Branding and Visual Identity - with direction from the City's Communications Department, a Branding & Marketing Protocol has been established outlining the recognition requirements in a number of areas such as physical spaces inside and outside the facility, in marketing materials, online and in the context of social media and public relations.

Internal Circulation:


General Manager, Community Services
Director, Real Estate & Building Services
Director, Recreation & Cultural Services
Director, Financial Services
Director, Communications

Considerations not applicable to this report:


Legal/Statutory Authority
Legal/Statutory Procedural Requirements
Existing Policy
Financial/Budgetary Considerations
Personnel Implications
External Agency/Public Comments
Communications Comments
Alternate Recommendation


In light of the above, the Real Estate & Building Services and Recreation & Cultural Services departments request Council's support of this report.

Submitted by:


R. Forbes Property Manager


S. Kochan Cultural Services Manager

Approved for inclusion:  D. Edstrom, Acting Director, Real Estate & Building Services

Approved for inclusion:  J. Gabriel, Director, Recreation & Cultural Services

cc:

General Manager, Community Services;
Director, Real Estate & Building Services;
Director, Recreation & Cultural Services;
Director, Financial Services;
Director, Communications;
Board of Directors, Kelowna Visual & Performing Arts Centre Society

| | | | |
|-------------------------|------------|------|------|
| DOCUMENT APPROVAL | | | |
| Facility Lease - Master | | | |
| Cir. | Dept. | Date | Int. |
| | R & CS | | |
| | Risk Mgmt. | | |
| | City Clerk | | |

LEASE and OPERATING AGREEMENT

BETWEEN

THE CITY OF KELOWNA

AND THE

**KELOWNA VISUAL AND PERFORMING ARTS
CENTRE SOCIETY**

September 18, 2012

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LEASE AND OPERATING AGREEMENT OF THE ROTARY CENTRE FOR THE ARTS

THIS LEASE AND OPERATING AGREEMENT dated for reference the 1st day of January, 2013,

BETWEEN:

CITY OF KELOWNA, a municipal corporation pursuant to the laws of British Columbia having an address at 1435 Water Street, Kelowna, B.C., V1Y 1J4

(the "City")

AND:

KELOWNA VISUAL AND PERFORMING ARTS CENTRE SOCIETY (Inc. No. S32185), a society registered under the laws of British Columbia and having an office at 421 Cawston Avenue, Kelowna, B.C., V1Y 6Z1

("KVPACS")

WHEREAS:

- A. The City is the registered owner of that land situate at 421 Cawston Avenue, Kelowna, B.C. and legally described as:

Parcel Identifier: 024-847-119

Lot A, District Lot 139

Osoyoos Division, Yale District, Plan KAP67454

(the "Land"),

on which is located several buildings and structures, one of which is the Rotary Centre for the Arts building (the "Facility"), outlined in heavy black on the Plan attached to this Agreement as Schedule "C";

- B. KVPACS and the City have a Lease and Operating Agreement for the Facility effective January 1, 2008 to December 31, 2012 (the "Existing Agreement");
- C. KVPACS wishes to lease the Facility and the City has agreed to lease the Facility to KVPACS as of January 1, 2013 on the terms and conditions of this Agreement;
- D. The City and KVPACS wish to see KVPACS operate the Facility in a manner that is consistent with its social and cultural objectives outlined in its constitution and bylaws attached hereto as Schedule "B";
- E. KVPACS wishes to cooperate with the City in furthering arts education and visual and performing arts in Kelowna;
- F. The City recognizes the valuable contribution that the KVPACS provides to the Cultural District specifically and the City as a whole;

- G. The City has posted and published notices of its intention to grant this Agreement to KVPACS, and notices of financial assistance, pursuant to the *Community Charter*.

NOW THEREFORE this Agreement is evidence that in consideration of the mutual covenants, conditions and agreements herein contained (the receipt and sufficiency of which consideration are hereby acknowledged), the City and KVPACS covenant and agree as follows:

ARTICLE 1

DEFINITIONS

1.1 DEFINITIONS

In this Agreement:

- (a) "Additional Rent" means the amounts described in Section 3.9;
- (b) "Cold Beverage" means soft drinks, juice, iced tea drinks, isotonic water, bottled water, sports drinks, and bottled coffee drinks;
- (c) "Hazardous Substances" means any substance which is hazardous to persons or property and includes, without limiting the generality of the foregoing:
 - (i) radioactive materials;
 - (ii) explosives;
 - (iii) any substance that, if added to any water, would degrade or alter or form part of a process of degradation or alteration of the quality of that water to the extent that it is detrimental to its use by man or by any animal, fish or plant;
 - (iv) any solid, liquid, gas or odour or combination of any of them that, if emitted into the air, would create or contribute to the creation of a condition of the air that:
 - (A) endangers the health, safety or welfare of persons or the health of animal life;
 - (B) interferes with normal enjoyment of life or property;
 - (C) causes damage to plant life or to property; or
 - (D) toxic substances; and
 - (v) substances declared to be hazardous or toxic or special waste under any law or regulation now or hereafter enacted or promulgated by any governmental authority having jurisdiction;

(d) "Rent" includes Additional Rent;

(e) "Taxes" means all taxes, fees, levies, charges, assessments, rates, duties, and excises whatsoever which are now or may hereafter be levied, imposed, rated, charged or assessed upon or with respect to the Land and/or the Facility, or any part thereof or any personal property of the City used therefore whether levied, imposed, rated, or assessed by any government body or otherwise, and whether or not now customary or in the contemplation of the parties on the date of this Agreement and all interest and penalties relating thereto. Without restricting the generality of the foregoing, Taxes shall include all:

- (i) real property taxes, general and special assessments, and capital taxes;
- (ii) taxes, fees, levies, charges, assessments, rates, duties, and excises for transit, housing, schools, police, fire, or other governmental services, or for purported benefits to the Facility;
- (iii) local improvement taxes, service payments in lieu of taxes, and taxes, fees, levies, charges, assessments, rates, duties, and excises, however described, that may be levied, rated, or assessed as a substitute for, or as an addition to, in whole or in part, any property taxes or local improvement taxes;
- (iv) costs and expenses, including legal and other professional fees and interest and penalties on deferred payments, incurred by the City in contesting or appealing any taxes, assessments, rates, levies, duties, excises, charges, or other amounts as aforesaid;

but Taxes shall exclude all of the following:

- (i) income tax under Part I of the *Income Tax Act*, R.S.C. 1985 (5th Supp.), c. 1 as it existed on the Commencement Date to the extent that such taxes are not levied in lieu of such Taxes; and
 - (ii) Tenant's Taxes;
- (f) "Tenant's Taxes" means all taxes, fees, levies, charges, assessments, rates, duties, and excises which are now or may hereafter be levied, imposed, rated, or assessed by any lawful authority relating to or in respect of the business or other activities carried on by KVPACS or relating to or in respect of personal property and all business and trade fixtures, machinery and equipment, cabinet work, furniture, and movable partitions owned or installed by KVPACS the expense of KVPACS or being the property of the KVPACS in the Facility and all Goods and Services Taxes and Social Services Taxes payable arising out of this Agreement and the activities and the responsibilities undertaken by the KVPACS under this Agreement;
- (g) "Term" means the original term of this Agreement and any renewal term or terms.

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ARTICLE 2

GRANT OF LEASE AND OPERATING AGREEMENT

2.1 DEMISE

The City, being the owner in fee simple of the Facility, does hereby lease the Facility to KVPACS, for the Term, and hereby contracts with KVPACS to operate the Facility, and KVPACS accepts the lease of the Facility and agrees to operate the Facility, all upon and subject to the covenants and conditions of this Agreement.

ARTICLE 3

TERM AND COMMENCEMENT

3.1 TERM

The term of this Agreement shall be for ten (10) years.

3.2 RENEWAL TERM

If KVPACS is not then in default under this Agreement, KVPACS shall have two (2) consecutive options to renew this Agreement, each option being for a further term of five (5) years, which options may be exercised by KVPACS giving written notice to the City not more than 18 months and not less than 12 months before the expiry of the Term or the renewal term as the case may be. In the event the option or options are exercised, all other terms and conditions of this Agreement shall remain binding and the Rent for each renewal term shall be \$5.00, plus applicable taxes.

3.3 COMMENCEMENT DATE

The Term shall commence on the 1st of January, 2013 (the "Commencement Date").

3.4 PREVIOUS AGREEMENTS

This Agreement replaces any and all previous agreements, whether written or not, between the City and KVPACS and the parties agree that any and all previous agreements, including the Existing Agreement, shall be terminated and be of no further force and effect as of the Commencement Date, except that any unfulfilled and ongoing obligations and promises of KVPACS and the City under the Existing Agreement, including under the indemnities, shall not be extinguished.

3.5 RENT

KVPACS shall pay to the City rent (the "Rent") for the Term of TEN Dollars (\$10.00), plus applicable taxes.

3.6 PAYMENT OF RENT

The Rent for the Term shall be payable by KVPACS to the City in advance upon execution of this Agreement.

3.7 NO DEDUCTIONS

KVPACS shall pay the Rent without deduction, abatement, set-off, or withholding whatsoever, despite any law or statute now or in the future to the contrary. KVPACS's obligation to pay Rent shall survive the expiry or earlier termination of this Agreement.

3.8 TRIPLE NET LEASE

This Agreement shall be triple net and except for the City's specific payments expressly set out herein, all expenses, costs and payments incurred in respect of the Facility or for any other matter or thing affecting the Facility shall be borne solely by KVPACS and KVPACS will pay all its own costs of carrying out its obligations under this Agreement.

3.9 ADDITIONAL RENT

KVPACS shall pay as Additional Rent monthly, within 15 days of receiving an invoice from the City, all monies owing by KVPACS to the City under this Agreement, whether or not specifically described as Additional Rent.

ARTICLE 4

LICENSE TO USE EXTERIOR SPACES

4.1 LICENSE GRANTED

The City hereby grants to KVPACS, for the duration of this Agreement, a non-exclusive license (the "License") to use the outdoor steps, patios, walkways, pathways, loading areas, parking areas, waste disposal areas and other areas necessary for pedestrian and vehicle access between the Facility and the adjoining public streets, lanes and sidewalks (the "License Areas"). Licensed areas are indicated in crosshatching on Schedule "C".

4.2 REFERENCE TO LEASE AND OPERATING AGREEMENT INCLUDES LICENSE

All references in this agreement to this Agreement include the License and all references to the Facility include the License Areas, where the City so requires or the context so allows.

ARTICLE 5
STATE OF TITLE

5.1 STATE OF TITLE

KVPACS acknowledges that this Agreement is subject to the following legal notations and charges registered against the title to the Land:

- (a) Permit, See DF KH120239
- (b) Permit, See KR94423
- (c) Permit, See KT141467
- (d) Annexed Easement KT44193

- (e) Statutory Right of Way KP82790
- (f) Statutory Right of Way KV5654

and KVPACS agrees to comply with the obligations within those documents, and within such other charges, interests and rights which the City may grant from time to time in the future, provided the interest of KVPACS under this Agreement is not materially affected, and KVPACS shall execute any associated documents and plans.

ARTICLE 6
UTILITIES AND TAXES

6.1 UTILITIES

KVPACS shall contract for and pay directly all rates, charges, costs and expenses for electricity, heating, ventilation, air conditioning, telephone, cablevision, internet service, water supply, security systems, garbage removal, and other utilities and services provided to the Facility.

6.2 TAXES

KVPACS shall pay all Taxes and Tenant's Taxes. KVPACS acknowledges that it is liable to pay property taxes as a non-municipal occupier of City property except to the extent that the City, in its sole discretion, grants Permissive Tax Exemptions for particular areas of the Facility.

ARTICLE 7

USE AND OCCUPATION

7.1 QUIET ENJOYMENT

The City covenants with KVPACS for quiet enjoyment so long as KVPACS is not in default hereunder.

7.2 USE

KVPACS shall use the Facility for:

- (a) the operation and maintenance of an art centre for the perpetual benefit of the city and citizens of the City of Kelowna;
- (b) holding special events and exhibitions from time to time;
- (c) the provision of arts and cultural programs, activities and services for residents of Kelowna and the surrounding area, consistent with the KVPACS mandate and any City of Kelowna Cultural Plan and Cultural Policy as may be in place during the term of this Agreement;
- (d) the provision, through subleases and rentals, of studio, gallery, performance, meeting room and activity spaces within the Facility for use by individuals and groups for purposes consistent with the terms of this Agreement;
- (e) operation of a bistro, including but not limited to daily counter service and catering services;
- (f) operation of a Liquor Primary Licence; and
- (g) such other uses as are customarily incidental to the foregoing uses and for no other purpose whatsoever.

7.3 COVENANT TO OPERATE

KVPACS shall throughout the whole of the Term continuously operate, occupy and utilize the entire Facility for the purpose set out herein, as a first-class art centre in keeping with the standards maintained by similar art centres in British Columbia, and without limiting the foregoing, KVPACS shall operate the Facility and ensure that, unless prevented by applicable Statutory Authorities or for reasons of repair and maintenance, the Facility is, at a minimum, open and available to the public throughout the Term subject to KVPACS' right to close at their discretion on any statutory holiday, Sundays and as per published schedules. The hours of operation when the Facility is open to the public are subject to approval from the City, such approval not to be unreasonably withheld.

7.4 ADMISSION FEE

KVPACS may charge an admission fee to the Facility and it may charge for art lessons, other art programs or performances offered at the Facility at rates similar to those of other similar arts centres operating in the Okanagan. KVPACS must not require membership in KVPACS as a condition for admission to the Facility.

7.5 SMOKING

KVPACS shall not permit smoking in any part of the Facility.

7.6 ENERGY EFFICIENCY

KVPACS shall operate and maintain the Facility in a way that promotes recycling, energy efficiency, use of biodegradable products, use of recycled materials, and so as to reduce disposable materials. The City and KVPACS will use reasonable efforts to determine capital upgrades that will result in improved energy efficiency. If savings in annual utility expenses occur as a result of a capital upgrade, these savings will be shared by the City and KVPACS in the same proportions as their respective investments in the capital upgrade project. If the City undertakes or participates in any energy efficiency upgrade, then from that time forward KVPACS will provide the City with copies of its utility invoices and if the amount of an invoice for any time period is less than the amount for the same time period of the previous year, KVPACS shall pay to the City the difference, or a proportion of the difference reflecting the respective investments of the City and KVPACS in the upgrade project.

7.7 SECURITY

KVPACS shall take all reasonable steps to ensure that the Facility, staff, volunteers and visitors are safe and secure at all times.

7.8 COMPLIANCE WITH LAWS

KVPACS shall carry on and conduct its operations from the Facility and under this Agreement in such manner as to comply strictly with any and all statutes, bylaws, rules and regulations of any federal, provincial, municipal or other competent authority in force from time to time, and shall not do anything in contravention thereof.

7.9 STAFFING

KVPACS shall provide appropriate trained staff for the Facility at all times.

7.10 COLD BEVERAGE SALES

KVPACS acknowledges that the City has entered into a cold beverage agreement with the Pepsi Bottling Group giving Pepsi the exclusive right to supply cold beverage products in the Facility, such agreement terminating on the shorter of twenty-four (24) months or the number of additional months required after January 27, 2013 in order for the cold beverage agreement Volume Expectation to be satisfied. During the term of the cold beverage agreement, KVPACS

agrees not to utilize, purchase, sell or advertise (or permit the utilization, purchase, sale or advertising of), on or from the Facility, Cold Beverage products other than those of the Pepsi Bottling Group and will not do anything that would cause the City to breach any of its obligations under that cold beverage agreement, KVPACS acknowledging that it has received a copy of that agreement. Once the Cold Beverage Agreement expires KVPACS will no longer be bound by a cold beverage agreement and will be able to negotiate cold beverage supply independent of the City.

7.11 NUISANCE

KVPACS shall not do or omit or permit to be done or permit to be omitted anything which could damage the Facility or surrounding area or injure or impede the operation of the Facility or which shall or might result in any nuisance in or about the Facility. In any of the foregoing events, KVPACS shall forthwith remedy the same and if such thing or condition shall not be so remedied, the City may, after such notice, if any, as the City may deem appropriate in the circumstances, correct such situation at the expense of KVPACS and KVPACS shall pay such expense to the City as Additional Rent.

7.12 ACCESSIBILITY OF THE FACILITY

KVPACS shall operate the Facility so that it is open to the public during ordinary hours of operation and so that its programs are available to the public and so that the Facility is fixtured and maintained to be accessible to disabled persons.

7.13 SUPERVISION

KVPACS shall be responsible for supervising and controlling the activities of its members, directors, officers, employees, volunteers and members of the public who are utilizing the Facility and for managing the Facility without the necessity of interference, consent or approval from the City to the intent that KVPACS shall have the full and absolute authority to operate and manage the services provided by KVPACS in the Facility, subject only to the terms of this Agreement.

7.14 BRANDING AND MARKETING

KVPACS must brand and market the Facility in accordance with the following:

- (a) The Facility is to be branded as the "Rotary Centre for the Arts" in accordance with the Brand & Visual Identity Guidelines attached as Schedule "G";
- (b) The City's ownership of the Facility will be recognized with internal and external signage provided at the City's expense as provided in Schedule "G";
- (c) The City's ongoing funding support of the Facility will be recognized as provided in Schedule "G"; and
- (d) KVPACS will use a variety of marketing channels to promote the Facility's programs and services, including print, website and social media channels. The Rotary Centre for the

Arts logo, website URL, social media URLs, data and accounts are considered part of the Facility and will remain with it should this Agreement expire or terminate for any reason.

7.15 SUPPORT FOR CULTURAL INITIATIVES

KVPACS shall provide marketing, programming, and development of arts and cultural projects within the scope of this Agreement to support the success of City objectives and initiatives as contained in any City cultural policies or plans in place from time to time, and by cross-promoting, co-operating and collaborating with the City and various organizations in the Cultural District.

ARTICLE 8

FINANCING, REPORTING AND OBLIGATIONS

8.1 FISCAL ROLE

KVPACS shall operate the Facility in a fiscally responsible manner.

8.2 PROPOSED OPERATING AND CAPITAL BUDGET SUBMISSIONS

KVPACS may seek operating and capital funds supplemental to those funds the City is obligated to provide under this Agreement by submitting the request, no more than once annually, as part of its proposed annual budget for the Facility. KVPACS shall not otherwise seek or request additional payment of any monies from the City, except in the case of unanticipated exceptional need or emergency the reason for which is to be fully stated.

Each year, at the same time the City considers its own financial plan, the City shall consider KVPACS's proposed supplemental operating and capital budget request for the following year. The City shall be under no obligation whatsoever to approve the request for supplemental funds and approval of the request shall be at the discretion of City Council.

KVPACS shall use reasonable efforts to obtain funding from sources other than the City and provide a report to the Director of Recreation and Cultural Services at the same time as the proposed operating and capital budget.

8.3 FINANCIAL STATEMENTS

KVPACS shall provide to the City, no later than 150 days from the end of the fiscal year, financial statements of KVPACS for the previous year in a form acceptable to the City, including all financial statements related to its operation of the Facility. For greater certainty, until further notice is given in writing by the City, KVPACS may provide such financial statements on a review engagement basis. The City may at its sole discretion request audited financial statements which will be at the sole expense of KVPACS.

8.4 OPERATING FUNDS

The City shall provide an annual operating payment to KVPACS for programming, administration and maintenance in the amount of \$280,300.

8.5 INSTALMENTS

The annual payment by the City to KVPACS under the preceding section shall be paid in two equal instalments within 10 (Ten) days of January 1 and within 10 (Ten) days of July 1 during each year of the Term.

8.6 PRE-REQUISITE TO CITY OBLIGATIONS

The City shall only be obliged to make payments to KVPACS under this Agreement as long as:

- (a) The Facility is operated by KVPACS in strict compliance with this Agreement;
- (b) KVPACS remains a non-profit society in good standing with the Registrar and does not operate the Facility with a view to making a profit or earning revenue that is used other than with respect to the operation of the Facility under this Agreement;
- (c) KVPACS has a membership open to all residents of the City of Kelowna; and
- (d) KVPACS has punctually observed and performed the terms, covenants and conditions to be performed by it in accordance with the terms of this Agreement.

8.7 KVPACS OBLIGATIONS

KVPACS shall:

- (a) maintain bylaws that permit all residents of the City of Kelowna to become members of the Society on the same terms and conditions as any other member;
- (b) provide to the City a true copy of its current Constitution and Bylaws upon execution of this Agreement, and thereafter to provide true copies of all amendments to the said Bylaws and not amend its Constitution without the express written consent of the City, such consent not to be unreasonably withheld;
- (c) operate the Facility under the name "Rotary Centre for The Arts" with no additions or variations, and enter into any naming rights only with respect to internal spaces within the Facility in a manner consistent with its social and cultural objectives outlined in Schedule B and the Brand & Visual Identity Guidelines in Schedule G. All revenue generated from naming will be retained by KVPACS so long as they are the operator of the Facility;
- (d) enter into sponsorship agreements to support programming at the Facility. All revenue generated will be retained by KVPACS so long as they are operator of the Facility.

Sponsorship agreements must be consistent with the KVPACS social and cultural objectives outlined in Schedule B and the Brand & Visual Identity Guidelines in Schedule G;

- (e) be solely responsible for determining the content of all exhibits and displays or art in the Facility;
- (f) repay to the City the \$48,000 outstanding balance of the start-up loan provided to KVPACS. Payments must be made in 24 monthly instalments of \$2,000 each commencing January 1, 2013;
- (g) permit the Director of Recreation & Cultural Services (or designate) of the City to attend all meetings of the KVPACS's Board of Directors for liaison purposes.

ARTICLE 9

FACILITY MAINTENANCE

- 9.1 The City and KVPACS shall each have joint responsibility for maintaining the Facility as described in Schedule E of this Agreement.
- 9.2 FAILURE TO PROPERLY MAINTAIN THE FACILITY

If KVPACS fails to fulfill its maintenance responsibilities in accordance with any of the provisions in this Agreement, the City may, at its sole discretion, declare KVPACS to be in default of this agreement and the provisions of Article 17 shall apply.

ARTICLE 10

EQUIPMENT, ALTERATIONS, IMPROVEMENTS

10.1 CAPITAL EXPENDITURES

- (a) The City acknowledges a responsibility for long-term operational effectiveness of the building. Future capital expansion, renovation and Facility development not identified in this Agreement will be cooperatively and collaboratively discussed and be facilitated by the City and KVPACS. For clarity, this section does not obligate the City to actually expend funds for any purpose.
- (b) KVPACS shall not make any application for grant funding for capital expansion or renovation of the Facility from other levels of government without first receiving the express written approval from the City.

10.2 KVPACS' ALTERATIONS

- (a) KVPACS shall not:

- (i) make or cause to be made any alterations, additions or improvements to the Facility;
- (ii) erect or cause to be erected any partitions;
- (iii) install or cause to be installed any fixtures (including, for certainty, any fixtures within the theatre), exterior signs, floor covering, interior or exterior lighting, plumbing fixtures, shades, awnings, permanent exterior decorations; or
- (iv) make any changes or otherwise in respect of the Facility without first obtaining the City's written approval.

(b) KVPACS shall promptly pay all contractors, material suppliers and workmen so as to eliminate the possibility of a lien attaching to the Land. KVPACS acknowledges that the City has filed against the title to the Facility a Notice of Interest KV118198 pursuant to the Builders Lien Act.

10.3 EQUIPMENT, FURNISHINGS AND OTHER PROPERTY

- (a) All equipment and furnishings, including but not limited to pianos, theatre equipment, bistro equipment, and furniture, whether supplied by the City or purchased by KVPACS before or during the Term is defined as "Facility Property" and shall, on the earlier of the date it is or was purchased for the Facility or the date it is or was placed within the Facility, become the property of the City and shall remain within the Facility. On the expiration or earlier termination of this Agreement, KVPACS shall leave the Facility Property in good repair and condition, subject to reasonable wear and tear.
- (b) KVPACS is responsible for insuring the Facility Property in accordance with Article 15.
- (c) KVPACS may acquire, through purchase, donation or dedication, additional Facility Property for the purpose of operating the Facility and otherwise performing its obligations under this Agreement.
- (d) KVPACS may dispose of Facility Property but any Facility Property with an estimated value of \$1,000 or more at the time of disposal may be disposed of only in accordance with the City's Disposal Policy, and with the prior written consent of the City, such consent not to be unreasonably withheld.
- (e) KVPACS shall keep and maintain records, in a form acceptable to the City, of all Facility Property.

ARTICLE 11

ENVIRONMENTAL TERMS

11.1 COMPLIANCE WITH ENVIRONMENTAL LAWS

KVPACS's activities at the Facility, at KVPACS's own cost and expense, shall comply with all applicable municipal, regional, provincial and federal legislative enactments, by-laws, regulations or orders from time to time in force relating to the activities carried out on the Facility or any part thereof relating to Hazardous Substances and the protection of the environment, and KVPACS shall immediately give written notice to the City of the occurrence of any event at the Facility or any part thereof constituting an offence thereunder or which is in breach thereof, and KVPACS will not bring into the Facility, or any part hereof, or cause or permit the bringing into the Facility any Hazardous Substances.

11.2 KVPACS's RESPONSIBILITIES

If at any time, despite the foregoing covenants of KVPACS;

- (a) there shall be any Hazardous Substances in the Facility or a part thereof as a result of KVPACS's use, occupation of or activities in the Facility; or
- (b) there is an occurrence of any event in the Facility or any part thereof arising from KVPACS's activities, operations, use or occupation of or in the Facility constituting an offence under or a breach of any applicable municipal, regional, provincial and federal legislative enactments, by-laws, regulations and orders from time to time in force relating to Hazardous Substances;

then KVPACS shall, at its own expense;

- (a) immediately give the City notice to that effect and thereafter give the City from time to time written notice of the extent and nature of the KVPACS's compliance with the following provisions of this section;
- (b) promptly remove the Hazardous Substances from the Facility and all parts thereof in a manner which conforms with all applicable municipal, regional, provincial and federal legislative enactments, by-laws, regulations and orders governing the movement of the same; and
- (c) if requested by the City, obtain at KVPACS's cost and expense from an independent consultant designated or approved by the City, verification of the complete and proper removal of the Hazardous Substances from the Facility or any part thereof or, if such is not the case, reporting as to the extent and nature of any failure to comply with the foregoing provisions of this section;
- (d) at KVPACS's own expense, remedy any damage to the Facility where damage arises from KVPACS's activities in use, occupation or operation of the Facility;

- (e) if any governmental authority having jurisdiction shall require the clean-up of any Hazardous Substances held, released, spilled, abandoned or placed in or on the Facility or any part thereof or released into the environment from the Facility or any part thereof during the Term by KVPACS and arising from KVPACS's use and occupation of, and operations and activities in the Facility, then KVPACS shall, at its own expense, prepare all necessary studies, plans and proposals and submit the same for approval, provide all bonds and other security required by governmental authorities having jurisdiction and carry out the work, and shall keep the City fully informed and provide to the City full information with respect to proposed plans, and shall comply with the City's requirements with respect to such plans. KVPACS agrees that if the City determines, in its sole discretion, that the City, its property or its reputation is placed in any jeopardy by the requirement for any such work, the City may itself undertake such work or any part thereof at the cost and expense of KVPACS;
- (f) provide authorizations to permit the City to make enquiries from time to time of any ~~government or governmental agency~~ with respect to KVPACS's compliance with any and all laws and regulations pertaining to KVPACS, KVPACS's activities on the Land or any part thereof including without limitation all applicable municipal, regional, provincial and federal legislative enactments, by-laws, regulations and orders pertaining to Hazardous Substances and the protection of the environment; and KVPACS covenants and agrees that KVPACS will from time to time provide to the City such written authorization as the City may require in order to facilitate the obtaining of such information;
- (g) permit the City at any time and from time to time to inspect KVPACS's property and equipment used by KVPACS in the Facility or the Land and KVPACS's records relating thereto for the purpose of identifying the existence or absence of any Hazardous Substances and KVPACS shall assist the City in so doing; and
- (h) if KVPACS shall bring or create in the Facility or on the Land any Hazardous Substances or permit the bringing or creation in the Facility or on the Land of any Hazardous Substances or if KVPACS causes there to be any Hazardous Substances in the Facility or on the Land, then, notwithstanding any rule of law or equity to the contrary such Hazardous Substances shall be and remain the sole and exclusive property of the KVPACS, and shall not become the property of the City, and despite the degree of affixation of the Hazardous Substances or the goods containing the Hazardous substances on the Land and despite the expiry or earlier termination of this Agreement.

11.3 ENVIRONMENTAL OBLIGATIONS SURVIVE

The above environmental protection obligations of KVPACS shall survive the end of the Term.

ARTICLE 12

SUBSTANTIAL DAMAGE AND DESTRUCTION, EXPROPRIATION

12.1 NO ABATEMENT

If during the Term the Facility shall be damaged or destroyed by any cause whatsoever such that the Facility is rendered unfit for occupancy by KVPACS, the Rent hereby reserved shall not abate, but the City's payments (prorated on an annual basis) to KVPACS shall cease for the time that the Facility is closed to the public and the City may choose to use the insurance proceeds for whatever purpose it determines. The City is under no obligation to repair or rebuild the Facility. If the City chooses not to repair or rebuild the Facility, the City may notify KVPACS that this Agreement is terminated and KVPACS shall vacate the Facility as if this Agreement had expired or been terminated for cause. Whether or not the City chooses to repair or rebuild the Facility, KVPACS must return to the City the City's payment to it under section 8.4 minus the amounts that the City is satisfied were reasonably spent or are needed to be reasonably spent by KVPACS to address the temporary interruption or permanent termination of this Agreement.

12.2 EXPROPRIATION

If an authority with expropriation power expropriates all or a material part of the Facility, the City may give reasonable notice to KVPACS, but in no case less than 30 days, and KVPACS shall have no claim for compensation against the City or the expropriating authority for any interest in land except that where compensation is available for disturbance, KVPACS may make such claim to the expropriating authority.

ARTICLE 13

ASSIGNMENT, SUBLETTING, CITY INTERESTS

13.1 ASSIGNMENT, RENTALS AND SUBLETTING

KVPACS shall not assign this Agreement and KVPACS may not mortgage this Agreement by assignment or sublease. KVPACS may rent or sublet interior portions only of the Facility that are identified in Schedule "F", and may retain all revenues derived therefrom, in order to provide a wider variety of amenities and further the objectives of KVPACS so long as:

- (a) KVPACS establishes and adheres to policies and guidelines which ensure a fair process for individuals and organizations wishing to obtain a rental or sublease;
- (b) KVPACS ensures that rental and sublease rates are fair and reasonable and consistent with the operation of a first class art centre;
- (c) KVPACS sublease rates shall include property tax as part of the rent;

- (d) KVPACS must require the renters or subtenants to enter into a rental contract or sublease in a form acceptable to the City; and
- (e) KVPACS must require the renters and subtenants at all times to have insurance in such amounts and form as acceptable to the City.

13.2 CITY INTERESTS

KVPACS acknowledges and agrees that the City may assign, sell, transfer, mortgage, subdivide and otherwise deal with its interest in the Land or the Facility or any portion thereof without the consent of KVPACS. Should the City decide to exercise its rights under this clause, the City will provide KVPACS 365 days notice of its intent.

ARTICLE 14

KVPACS REPRESENTATIONS AND WARRANTIES

14.1 KVPACS REPRESENTS AND WARRANTS

KVPACS represents and warrants to the City, as representations and warranties that are currently true and will be true during the Term;

- (a) that it is validly incorporated as a not-for-profit society under the laws of British Columbia;
- (b) that it will file all forms and documents which are required by law to be filed with the Registrar of Companies and diligently keep all corporate records required by law to be kept; and
- (c) that it is not and will not operate with a view to earning profit;
- (d) that all resolutions and other corporate prerequisites for this Agreement have been duly passed and the persons executing this Agreement on its behalf are authorized to do so.

ARTICLE 15

INSURANCE

15.1 KVPACS TO PROVIDE INSURANCE

KVPACS shall procure and maintain, at its own expense and cost, the insurance policies listed in section 15.2 below, with limits no less than those shown in the respective items, unless in connection with the performance of some particular part of this Agreement, the City advises in writing that it has determined that the exposure to liability justifies lower limits. KVPACS shall increase the coverage amounts if industry standards require higher limits over the course of the agreement which will be determined by the City's Risk Management Department. The City shall provide KVPACS one (1) years notice to obtain increased coverage. The insurance

policies shall be maintained continuously from commencement of this Agreement until the date of termination of this Agreement, or such longer period as may be specified by the City.

15.2 INSURANCE

As a minimum, KVPACS shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies;

- (a) Work Safe Insurance, covering all employees of KVPACS, engaged in the work or services in accordance with the statutory requirements of the Province of British Columbia having jurisdiction over such employees;
- (b) Comprehensive General Liability Insurance;
 - (i) providing for an inclusive limit of not less than \$5,000,000.00 (Five Million Dollars) for each occurrence or accident;
 - (ii) providing for all sums which KVPACS shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to this Agreement or any operations carried on in connection with this agreement;
 - (iii) including coverage for blanket contractual, personal injury, contingent employer's liability, broad form personal injury and property damage and non-owned automobile liability;
 - (iv) including a cross-liability clause providing that the inclusion of more than one insured shall not in any way affect the rights of any other insured hereunder, in respect to any claim, demand, suit, or judgment made against any other insured;
- (c) All Risks Insurance for loss of or damage to all KVPACS's equipment and chattels, owned, leased, held in trust, or for which KVPACS may otherwise be responsible and used or to be used in the performance of this agreement. This insurance shall be for an amount not less than the replacement cost value of such equipment and chattels. In the event of loss or damage, KVPACS shall, if so requested by the City, forthwith replace such lost or damaged equipment or chattels. This insurance shall also provide business interruption insurance to KVPACS for loss of revenue resulting from or due to loss or damage to equipment or the Facility. The period of indemnity shall not be less than twelve (12) months from the date of loss or damage. The City shall be named as a first loss payee with respect to any loss or damage to the permanent collection of art maintained by KVPACS on the policy required by 15.2 (c).

15.3 KVPACS CONTRACTORS

KVPACS shall provide or shall require each of its contractors to provide comparable insurance to that required under section 15.2 (a) and 15.2(b) (i), 15.2(b)(ii), 15.2(b)(iii).

15.4 CITY NAMED AS ADDITIONAL INSURED

The policies required by section 15.2 (b) above shall provide that the City is named as an Additional Insured thereunder.

15.5 KVPACS INSURANCE IS PRIMARY

The policy required by section 15.2 (b) above shall provide that said policy is primary without any right of contribution from any insurance otherwise maintained by the City up to the above specified inclusive limit of not less than \$5,000,000.00 (Five Million Dollars) for each occurrence with respect to which KVPACS is held to be solely at fault.

15.6 CERTIFICATES OF INSURANCE

KVPACS agrees to submit Certificates of Insurance, in the form attached hereto as Schedule "A", and made a part hereof, for itself and for all of its contractors to the Risk Management Department of the City prior to the commencement of this Agreement. Such Certificates shall state that the insurer must provide that thirty (30) days' written notice to the Risk Management Department of the City, prior to any cancellation of any such policy or policies. KVPACS shall notify the City within thirty (30) days of receipt of any notification by the insurer of any material change of any such policy or policies.

15.7 OTHER INSURANCE

After reviewing KVPACS's Certificates of Insurance, the City may require other insurance or alterations to any applicable insurance policies in force during the period of this agreement and will give notification of such requirement. Where other insurances or alterations to any insurance policies in force are required by the City and result in increased insurance premium, such increased premium shall be at KVPACS's expense.

15.8 ADDITIONAL INSURANCE

KVPACS may take out such additional insurance, as it may consider necessary and desirable to cover such items as art. All such additional insurance shall be at no expense to the City. KVPACS shall ensure that all of its contractors are informed of and comply with the City's requirements set out in this Agreement.

15.9 INSURANCE COMPANIES

All insurance which KVPACS is required to obtain with respect to this Agreement, shall be with insurance companies registered in and licensed to underwrite such insurance within British Columbia.

15.10 FAILURE TO PROVIDE

If KVPACS fails to do all or anything which is required of it with regard to insurance, the City may do all that is necessary to effect and maintain such insurance, and any monies expended by the City shall be repayable by and recovered from KVPACS. KVPACS expressly authorizes the City to deduct from any monies owing KVPACS, any monies owing by KVPACS to the City.

15.11 NON-PAYMENT OF LOSSES

The failure or refusal to pay losses by any insurance company providing insurance on behalf of KVPACS or any contractor shall not be held to waive or release KVPACS or contractor from any of the provisions of the insurance requirements of this Agreement, with respect to the liability of KVPACS or otherwise. Any insurance deductible maintained by KVPACS or any contractor under any of the insurance policies is solely for their account and any such amount incurred by the City will be recovered from KVPACS as stated in section 15.10.

ARTICLE 16

INDEMNITY BETWEEN THE PARTIES

16.1 KVPACS RELEASE

KVPACS hereby releases the City and the City's elected and appointed officials, officers, employees and agents (the "City Representatives") from and against all claims, demands, losses, costs (including actual costs of professional advisors), damages, actions, suits, proceedings or other harm of any kind whatsoever, direct or indirect, whether related to death, bodily injury, property loss or damage, or consequential loss or damage, which KVPACS may at any time suffer or incur, unless resulting from a breach of this Agreement by the City or the gross negligence or wilful misconduct of the City or the City Representatives. This release shall survive any expiry or other termination of this Agreement in respect of matters arising before that time.

16.2 KVPACS INDEMNITY

KVPACS hereby indemnifies the City and the City Representatives from and against all claims, demands, losses, costs (including actual costs of professional advisors), damages, actions, suits, proceedings or other harm of any kind whatsoever, direct or indirect, whether related to death, bodily injury, property loss or damage, or consequential loss or damage, which the City, the City Representatives or any other person may suffer or incur, unless resulting from a breach of this Agreement by the City or the gross negligence or wilful misconduct of the City or the City Representatives. This indemnity shall survive any expiry or other termination of this Agreement in respect of matters arising before that time.

16.3 CITY INDEMNITY

The City hereby indemnifies KVPACS and its directors, officers, volunteers, and employees (the "KVPACS Representatives") from and against all claims, demands, losses, costs (including actual costs of professional advisors), damages, actions, suits, proceedings or other harm of any kind whatsoever, direct or indirect, whether related to death, bodily injury, property loss or damage, or consequential loss or damage, which KVPACS, the KVPACS Representatives or any other person may suffer or incur resulting from a breach of this Agreement by the City or the gross negligence or wilful misconduct of the City or the City Representatives. This indemnity shall survive any expiry or other termination of this Agreement in respect of matters arising before that time.

16.4 LIENS

KVPACS shall, immediately upon demand by the City, remove or cause to be removed, and thereafter institute and diligently prosecute any action pertinent thereto, any builder's or other lien or claim of lien noted or filed against or otherwise constituting an encumbrance on any title of the City provided that any such lien encumbrance arises out of the action of KVPACS. Without limiting the foregoing obligations of KVPACS, the City may cause the same to be removed, in which case KVPACS shall pay to the City as Additional Rent the cost thereof, including the City's complete legal costs.

ARTICLE 17

DEFAULT, REMEDIES, TERMINATION

17.1 DEFAULT

If and whenever:

- (a) KVPACS shall be in default in the payment of any money, whether hereby expressly reserved or deemed as Rent, or any part thereof, and such default shall continue for thirty (30) days following any specific due date on which KVPACS is to make such payment or, in the absence of such specific due date, for thirty (30) days following written notice by the City requiring KVPACS to pay the same; or
- (b) KVPACS's leasehold interest hereunder, or any goods, chattels or equipment of KVPACS located in the Facility, shall be taken or seized in execution or attachment, or if any writ of execution shall issue against KVPACS, or KVPACS shall become insolvent or commit an act of bankruptcy or become bankrupt or take benefit of any Act that may be in force for bankrupt or insolvent debtors or become involved in voluntary or involuntary winding up, dissolution or liquidation proceedings, or if a receiver shall be appointed for the affairs, business, property or revenues of KVPACS; or
- (c) KVPACS shall not observe, perform and keep each and every of the covenants, agreement, stipulations, obligations, conditions and other provisions of this Agreement to be observed, performed and kept by KVPACS and shall persist in such default, in the case of monetary

payments, beyond the thirty (30) day period stipulated in paragraph (a) aforesaid or, in the case of any other default, after forty five (45) days following written notice from the City requiring that KVPACS remedy, correct or comply or, in the case of any such default which would reasonably require in the City's opinion more than forty five (45) days to rectify, unless KVPACS shall commence rectification within the said forty five (45) day notice period and thereafter promptly and diligently complete the rectification of any such default by time specified by the City;

then, and in each of such cases, and at the option of the City, this Agreement may be terminated and the Term shall then immediately become forfeited and void, and the City may without notice or any form of legal process whatever forthwith re-enter the Facility or any part thereof and in the name of the whole repossess and enjoy the same as of its former estate, anything contained herein or in any statute or law to the contrary notwithstanding.

17.2 CITY MAY PERFORM

If KVPACS shall fail to observe, perform or keep any of the provisions of this Agreement to be observed, performed and kept by KVPACS, the City may, but shall not be obliged to, at its discretion and without prejudice, rectify the default of KVPACS, whether or not performance by the City on behalf of KVPACS is otherwise expressly referred to in the applicable section of this Agreement. For such purpose the City may make any payment and/or do or cause to be done such things as it considers may be required including, without limiting the generality of the foregoing, entry into the Facility. Any such performance by or at the behest of the City shall be at the expense of KVPACS and KVPACS shall pay to the City as Additional Rent the cost thereof.

17.3 COSTS AND INTEREST

All monies owing by KVPACS to the City shall forthwith on demand be paid by KVPACS as Additional Rent together with interest, at the rate of the prime rate of twelve percent (12%) per annum calculated monthly from the date of demand until the same are fully paid and satisfied.

17.4 VACATE UPON TERMINATION, SURVIVAL

At the termination of this Agreement, whether by effluxion of time or otherwise, KVPACS shall vacate and deliver up possession of the Facility in good repair and in a clean, safe and uncontaminated condition, and KVPACS shall surrender all keys to the Facility to the City.

17.5 ADDITIONAL RIGHTS ON RE-ENTRY

If the City shall re-enter the Facility or terminate this Agreement, then;

- (a) notwithstanding any such termination or the Term thereby becoming forfeited and void, the provisions of this Agreement relating to the consequences of termination shall survive;
- (b) the City may re-enter and retake possession of the Facility and the Facility Property and KVPACS hereby releases the City from all actions, proceedings, claims and demands

whatsoever for or in respect of any such entry or any loss or damage in connection therewith or consequential thereupon;

- (c) the City may re-let the Facility or any part thereof for a term or terms which may be less or greater than the balance of the Term and may grant reasonable concessions in connection therewith.

17.6 NO WAIVER

No provisions of this Agreement shall be deemed to have been waived by the City unless a written waiver from the City has first been obtained and, without limiting the generality of the foregoing, no acceptance of Rent subsequent to any default and no condoning, excusing or overlooking by the City on previous occasions of any default nor any earlier written waiver shall be taken to operate as a waiver by the City or in any way to defeat or affect the rights and remedies of the City.

17.7 REMEDIES CUMULATIVE

No reference to or exercise of any specific right or remedy by the City shall prejudice or preclude the City from any other remedy, whether allowed at law or in equity or expressly provided for herein. No such remedy shall be exclusive or dependent upon any other such remedy, but the City may from time to time exercise any one or more of such remedies independently or in combination. Without limiting the generality of the foregoing, the City shall be entitled to commence and maintain an action against KVPACS to collect any Rent not paid when due, without exercising the option to terminate this Agreement.

17.8 DELIVERY OF INFORMATION

At the expiry or earlier termination of this Agreement, KVPACS will deliver to the City a detailed list and all computer software (with assignment of all rights) for management and recording of and all original paper and electronic information about the Facility and its operations and maintenance.

ARTICLE 18

GENERAL PROVISIONS

18.1 APPROVALS

No provision in this Agreement requiring the City's consent or approval shall be deemed to have been fulfilled or waived unless the written consent or approval of the City relating to the particular matter or instance has first been obtained and, without limiting the generality of the foregoing, no prior consent or approval and no condoning, excusing or overlooking by the City on previous occasions when such a consent or approval was required shall be taken to operate as a waiver of the necessity of such consent or approval whenever required under this Agreement.

18.2 LEGAL ADVICE

The parties covenant and agree that each party has been represented by counsel through the negotiation and preparation of this Agreement and has received independent legal advice with respect to this Agreement.

18.3 FREEDOM OF INFORMATION

The parties acknowledge, agree and consent to the disclosure of this Agreement as a matter of public record and further acknowledge and agree that applicable laws may require disclosure of information provided by one party to the other party pursuant to or in connection with this Agreement.

18.4 CITY'S POWERS UNIMPAIRED

Nothing contained or implied herein shall derogate from the obligations of KVPACS under this Agreement or under any other agreement with the City, or, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Local Government Act, Community Charter* or under all other public and private statutes, by-laws, orders and regulations.

18.5 FIXTURES

KVPACS agrees that any alterations, additions, improvements and fixtures made to or installed upon or in the Facility, whether before or after the commencement date of this Agreement, will immediately upon affixation become the property of the City and remain with the Facility as part of it upon the expiration or earlier termination of this Agreement.

18.6 RELATIONSHIP

Nothing contained in this Agreement shall create any relationship between the City and KVPACS other than that of landlord and tenant, and it is agreed that KVPACS shall not in any way become a partner, joint venturer or a member of a joint enterprise with the City. Nothing precludes the City from participating with KVPACS in common marketing initiatives for the City's Cultural District, programs or festivals.

18.7 SOLE AGREEMENT

This Lease and Operating Agreement sets forth all of the warranties, representations, covenants, promises, agreements, conditions and understandings between the parties concerning the Facility and there are no warranties, representations, covenants, promises, agreements, conditions or understandings, either oral or written, express or implied, between them other than as set forth in this Agreement.

18.8 MODIFICATIONS

No alteration, amendment, change or addition to this Agreement shall be binding upon the parties unless reduced to writing and signed by the parties.

18.9 OVERHOLDING

This Agreement will terminate at the end of the Term without notice or demand. If KVPACS stays in the Facility after the end of the Term without objection by the City and without a further written agreement with the City, such holding over will not constitute a renewal of this Agreement. In such case, the City, at its option, may elect to treat KVPACS as one who has not vacated at the end of the Term and to exercise all its remedies in that situation, or may elect to construe such holding over as a tenancy from month to month subject to all the terms of this Agreement, except:

- (a) for the term;
- (b) for basic rent which will be \$1,000.00 per month, plus applicable taxes, payable in advance on the first day of each month; and
- (c) that there will be no inducements or allowances, renewal rights, rent abatements, rights of refusal, rights to additional space or other like concessions or rights.

This provision shall not authorize KVPACS to overhold.

18.10 EXHIBITING FACILITY

The City, during normal business hours, may exhibit the Facility to prospective tenants during the last 6 months of the Term and, at all reasonable times, to the City's prospective purchasers and lenders, but, in doing so, will disturb KVPACS as little as possible.

18.11 ATTORNMENT

If any person shall through the City succeed to the rights of the City under this Agreement or to ownership of the Facility then, upon the request of the party succeeding to the City's rights hereunder, KVPACS shall attorn to and recognize the new owner(s) as the landlord of KVPACS under this Agreement, and shall promptly execute and deliver any instrument that such party may reasonably request to evidence the attornment. In the event of any other transfer of the interest of the City hereunder, upon the written request of the transferee and the City, KVPACS shall attorn to and recognize the transferee as the landlord of KVPACS under this Agreement and shall promptly execute and deliver any instrument that the transferee and City may reasonably request to evidence the attornment provided that the transferee agrees with KVPACS to become the landlord hereunder and to assume the obligations of the City hereunder that are to be performed by the transferee after the transfer.

18.12 CERTIFICATES

The City and KVPACS agree that at any time and from time to time upon not less than thirty (30) days prior request by the other party, each will execute, acknowledge and deliver to the other a statement in writing certifying;

- (a) that this Agreement is unmodified and in full force and effect or if there have been modifications that the same are in full force and effect as modified and identifying the modifications;
 - (b) the dates to which the Rent and other charges have been paid and the request shall specify the charges in respect of which such information is required;
 - (c) that, so far as the maker of the statement knows, without having conducted any searches or made any particular enquiries, the party who requests the statement is not in default under any provisions of this Agreement; or, if in default, the particulars thereof; and
- any other reasonable information which is requested.

18.13 NON-REGISTRABLE FORM

KVPACS agrees that the City is not required to provide this Agreement to KVPACS in a form registrable in the Land Title Office.

18.14 APPLICABLE LAW

This Lease and Operating Agreement shall be governed and construed by the laws of the Province of British Columbia.

18.15 COVENANTS AND SEVERABILITY

All of the provisions of this Agreement are to be construed as covenants and agreements. Should any provision of this Agreement be or become illegal, invalid or not enforceable, it shall be considered separate and severable from this Agreement and the remaining provisions shall remain in force and be binding upon the parties and be enforceable to the fullest extent of the law.

18.16 FURTHER ASSURANCES

The parties hereto shall execute and do all such further deeds, acts, things and assurances that may be reasonably required to carry out the intent of this Agreement.

18.17 TIME

Time shall be of the essence hereof.

18.18 NOTICE

- (a) Any notice to be given hereunder shall be in writing and may be either delivered by hand or sent electronically or by prepaid registered or express mail and, if so mailed, shall be deemed to have been given five (5) days following the date upon which it was mailed and if delivered by mail or sent electronically, shall be deemed to have been given on the day of delivery or transmission. The addresses of the parties for the purpose hereof shall be, in the case of the City, the address of the City set out above, and in the case of KVPACS, the address set out above or at the address of the Facility.

- (b) Either party may at any time give notice in writing to the other of any change of address, which shall be deemed to be the new address of such party for the giving of notices.

18.19 HEADINGS

The headings in this Agreement are inserted for convenience or reference only and shall not affect the construction of this Agreement or any provision hereof.

18.20 NUMBER AND GENDER

Whenever the singular or masculine or neuter is used in this Agreement, the same shall be construed to mean the plural or feminine or body corporate where the context to this Agreement or the parties hereto may so require.

18.21 SUCCESSORS BOUND

All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind their respective successors and assigns (if permitted).

18.22 SCHEDULES

The following schedules are attached to and form part of this Agreement:

- (a) Schedule "A" – Certificate of Insurance;
- (b) Schedule "B" – Kelowna Visual and Performing Arts Centre Society Constitution and Bylaws.
- (c) Schedule "C" – Plan of Facility Lands and Licensed Area;
- (d) Schedule "D" – Floor Plan of the Facility;
- (e) Schedule "E" - Facility Maintenance/Responsibility & Equipment Checklists
- (f) Schedule "F" - Facility Sublease Authority Spaces and Uses
- (g) Schedule "G" – Brand and Visual Identity Guidelines

As evidence of their agreement to the above terms, the City and KVPACS each have executed and delivered this Agreement under seal on the dates written below.

Date: _____

CITY OF KELOWNA by its authorized signatories:)

Mayor)

City Clerk:)

Witness

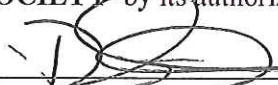
Signature

Print Name

Address

Date: _____

KELOWNA VISUAL AND)
PERFORMING ARTS CENTRE)
SOCIETY by its authorized signatories:)

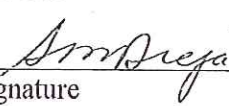


Name: DR. STEVEN FAIGAN, PRESIDENT)
KVPALS)



Name: Peta MacPherson)
Director.)

Witness



Signature

SHIRLEY DREJA

Print Name

667 Patterson Avenue, Kelowna

Address





1435 Water Street
Kelowna, BC V1Y 1J4
250 469-8500
kelowna.ca

SCHEDULE A
CERTIFICATE OF INSURANCE

City Dept.: Recreation & Cultural Services
Dept. Contact: Jim Gabriel, Director
Project/Contract/Event: Lease & Operating Agreement, Rotary Centre for the Arts (KVPACS - Kelowna Visual & Performing Arts Centre Society)

Insured

Name: _____
Address: _____

Broker

Name: _____
Address: _____

Location and nature of operation and/or contract reference to which this Certificate applies:

| Type of Insurance | Company & Policy Number | Policy Dates | | Limits of Liability/Amounts |
|--|-------------------------|--------------|--------|---|
| | | Effective | Expiry | |
| Section 1 Comprehensive General Liability including: <ul style="list-style-type: none"> • Blanket Contractual; • Personal Injury; • Contingent Employer's Liability; • Broad Form Personal Injury; • Broad Form Property Damage; • Non-Owned Automobile; • Cross Liability Clause. | | | | Bodily Injury and Property Damage \$ <u>5,000,000</u> Inclusive \$ _____ Aggregate \$ _____ Deductible |
| Section 2 Automobile Liability | | | | Bodily Injury and Property Damage \$ <u>2,000,000</u> Inclusive |

- It is understood and agreed that the policy/policies noted above shall contain amendments to reflect the following:
1. Any Deductible or Reimbursement Clause contained in the policy shall not apply to the City of Kelowna and shall be the sole responsibility of the Insured named above.
 2. The City of Kelowna is named as an Additional Insured.
 3. 30 days prior written notice of material change and/or cancellation will be given to the City of Kelowna.

Print Name

Title

Company (Insurer or Broker)

Signature of Authorized Signatory

Date

DUPLICATE

NUMBER: S-32185



SOCIETY ACT

CERTIFIED A TRUE COPY OF A DOCUMENT
ON FILE WITH THE REGISTRAR OF
COMPANIES

July 15, 2002

Howell

JOHN S. POWELL
REGISTRAR OF COMPANIES
PROVINCE OF BRITISH COLUMBIA

CANADA
PROVINCE OF BRITISH COLUMBIA

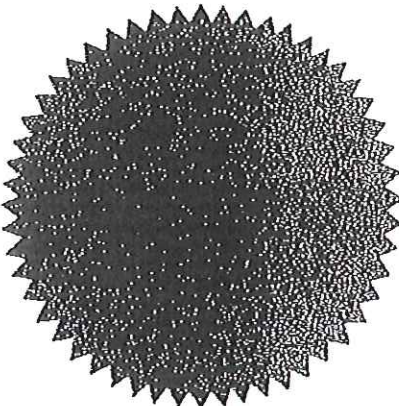
CERTIFICATE OF INCORPORATION

I Hereby Certify that

KELOWNA VISUAL AND PERFORMING ARTS CENTRE SOCIETY

has this day been incorporated under the *Society Act*

*Issued under my hand at Victoria, British Columbia
on July 04, 1994*



JOHN S. POWELL
Registrar of Companies

Howell



Form 10
(Section 66 and 67)

RECEIVED
NOV 02 2007

Certificate of
Incorporation No.

532185

SOCIETY ACT

COPY OF RESOLUTION

I CERTIFY THIS IS A COPY OF A
DOCUMENT FILED ON

The following is a copy of

- a special resolution* passed
- an ordinary resolution
- a directors' resolution

OCT 30 2007

Ron Townshend
RON TOWNSHEND
REGISTRAR OF COMPANIES
PROVINCE OF BRITISH COLUMBIA

in accordance with the by-laws of the Society on the 19 day of July, 2007.

"RESOLVED *That the existing purposes be amended to read:*

2. The purposes of the Society are:

- (a) To nurture and foster an appreciation for the arts by operating the Rotary Centre for the Arts as a multi purpose arts facility;
- (b) To provide community visual and performing arts programming and facility rental at reasonable rates;
- (c) ~~To provide arts educational programmes and opportunities to the community;~~
- (d) To raise funds necessary for these objects by donation or otherwise;
- (e) To cooperate with municipal and educational bodies and the local business community in the development of the arts; and
- (f) To do all such things as are necessary and conducive to the attainment of the above objects, or any of them.

Resolved the the bylaws attached be amended as read.

Dated this 19 day of Sept, 2007.

Kelowna Visual and Performing Arts Centre Society

by *Travis Ward* Executive Director

* Strike out words which do not apply.

[Note— (a) No special resolution has effect until accepted by the Registrar of Companies.
(b) Send, in duplicate, to the Registrar of Companies. Mailing Address: PO Box 9431 Stn Prov Govt, Victoria BC V8W 9V3. Location Address: 2nd Floor – 940 Blanshard Street, Victoria BC together with applicable fee. Telephone number: 250 356-8609.]

Additional information and forms are available on the Internet at: www.fin.gov.bc.ca/registries

CK

AS FILED June 10/06

Special Resolution: June 8, 2006

RESOLVED that the Bylaws of the Society be repealed and replaced with the following:

THE SOCIETY Number S-32185

CONSTITUTION

1. The name of the Society is **KELOWNA VISUAL AND PERFORMING ARTS CENTRE SOCIETY**, (hereinafter called the "Society").
2. The purposes of the Society are:
 - (a) To nurture an appreciation for the arts by establishing or acquiring a multi-purpose arts facility in a central location in the City of Kelowna by gift, transfer, lease, purchase, or otherwise;
 - (b) To provide space for community visual and performing arts at reasonable rates;
 - (c) To provide space for arts educational opportunities to the community;
 - (d) To raise funds necessary for these objects by donation or otherwise;
 - (e) To cooperate with municipal and educational bodies and the local business community in the development of the arts; and
 - (f) To do all such things as are necessary and conducive to the attainment of the above objects, or any of them.
3. The activities and purposes of the Society shall be carried on without purpose of gain for its members and any income, profits or other accretions to the Society shall be used in promoting the purposes of the Society.
4. In the event of the winding-up or dissolution of the Society, all the funds and assets of the Society remaining after the payments or satisfaction of all costs, charges, expenses, debts and liabilities of the Society, including the remuneration (if any) of a liquidator and wages, and after the payment of any debts of the Society, shall be given, transferred and distributed to such organizations that are charities pursuant to the provisions of the **Income Tax Act** that shall be designated by the members of the Society at the time of the winding-up or dissolution of the Society and if effect cannot be given to the aforesaid provisions, such funds shall be given, transferred and distributed to such organizations that are determined by the members of the Society to be registered charities pursuant to the provisions of the **Income Tax Act** which have purposes similar to those of the Society.
5. Paragraphs 3 and 4 of the Constitution are unalterable in accordance with section 22 of the **Society Act**.

BY - LAWS

The by-laws of the Society are set out in Schedule B to the Society Act with the following variations, deletions and additions:

1. By-law 2 is varied by deleting the words "and a corporation."
2. Bylaw 4 is varied by deleting the words in Schedule B and substituting therefore the following:
 - (a) Any person interested in the objects of the Society may become a member upon his complying with and subject to the provisions of the by-laws of the Society and upon payment of the appropriate membership fees.
 - (b) Individual, corporations and non-profit societies may be admitted as voting members. Each voting member shall have one (1) vote on each question arising at all general and extraordinary meetings of the members of the society. Honorary members shall not have a vote.
 - (c) The number of honorary non-voting members shall not exceed the number of voting members in the Society.

(d) Save as here and otherwise specifically provided, the formalities of application for membership, the amounts of fees for respective classes of members, the time for payment of fees, and the privileges from time to time incidental to membership of various classes shall, from time to time, be determined by the directors."

3. Bylaw 23 is deleted.

4. Bylaw 25 (2) is varied by deleting the words used in Schedule B and substituting therefore the following: "The number of directors elected shall be a minimum of 5 and a maximum of 10. The Board will be empowered to appoint up to four additional directors who will hold office until the conclusion of the next Annual General Meeting."

5. Bylaw 26 is varied by deleting the words used in Schedule B and substituting therefore the following:

- (1) In this by-law "year" means the time between an annual general meeting and the immediately following annual general meeting, but shall not exceed 15 months.
- (2) At each Annual General Meeting a Board will be elected. The Board is then empowered to appoint officers at the first Board meeting following the Annual General Meeting.
- (3) At annual general meetings all elected directors shall be elected for two year terms.
- (4) An election may be by acclamation; otherwise it shall be by ballot.
- (5) If no successor is elected, the person previously elected or appointed continues to hold office.
- (6) No officer or director may hold office for more than six consecutive years."

6. Bylaw 27 is varied by adding the following: "(3) In addition to the power to fill the vacancies, the directors may at any time appoint up to an additional four members as directors who will hold office until the conclusion of the next annual general meeting of the Society."

7. Bylaw 28 is varied by:

Renumbering by-law 28(2) to 28(3), and by adding the following: "(2) If a director resigns or otherwise ceases to hold office during the first year of a two year term,

- (a) the remaining directors shall appoint a member to take the place of the former director until the next annual general meeting, and
- (b) at the next annual general meeting, a director shall be elected for a one year term to fill the vacancy."

8. Bylaw 58 be amended to read "A notice may be given to a member, either personally or by mail, or by facsimile or e-mail if the member has previously given their consent to receive notice by facsimile or e-mail, to the member at the member's registered address, facsimile number or e-mail address provided to the Society for that purpose."

DATED at the City of Kelowna, in the Province of British Columbia, this 8 day of June, 2006

DAVID ROBEHAWD
Print Name

[Signature]
Signature

1101, 2440 OLD OKANAGAN
Address

Westbank V4T 1X6
Phone number

250 - 766 - 9415

KENNETH LHAS
Print Name

[Signature]
Signature

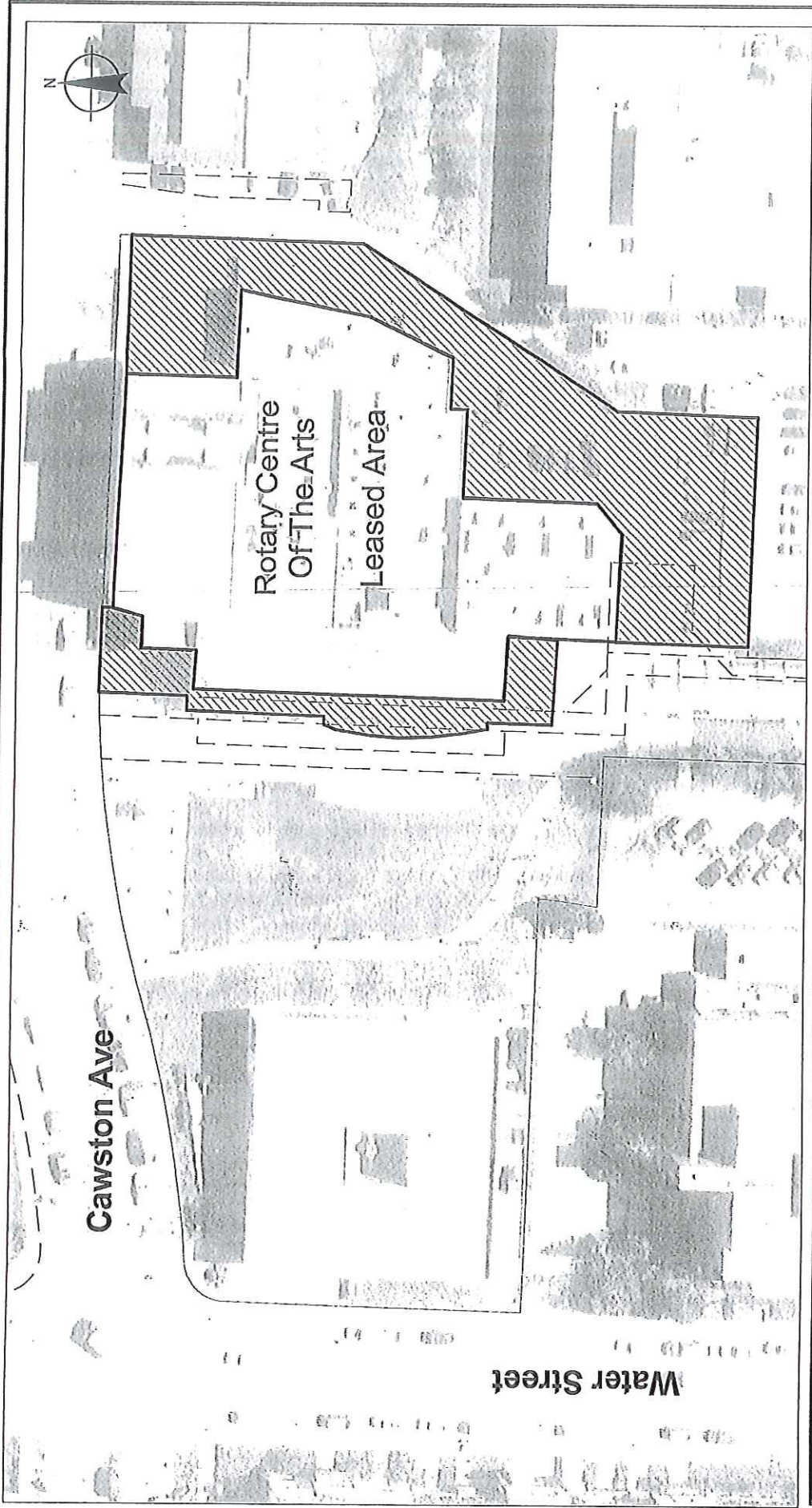
500, 1708 DOLDORON AVE
Address

Kelowna V1Y 9S4
Phone Number

250 - 869 3874


[Signature]
SF

Schedule C - Plan of Facility Lands & Licensed Area



Scale: N.T.S
 Date: August 14, 2012

The City of Kelowna does NOT warrant the accuracy or completeness of this information, and no reliance on this information will be solely at YOUR OWN RISK and not that of the City.
 This information has been provided subject to the Freedom of Information and Privacy Act.

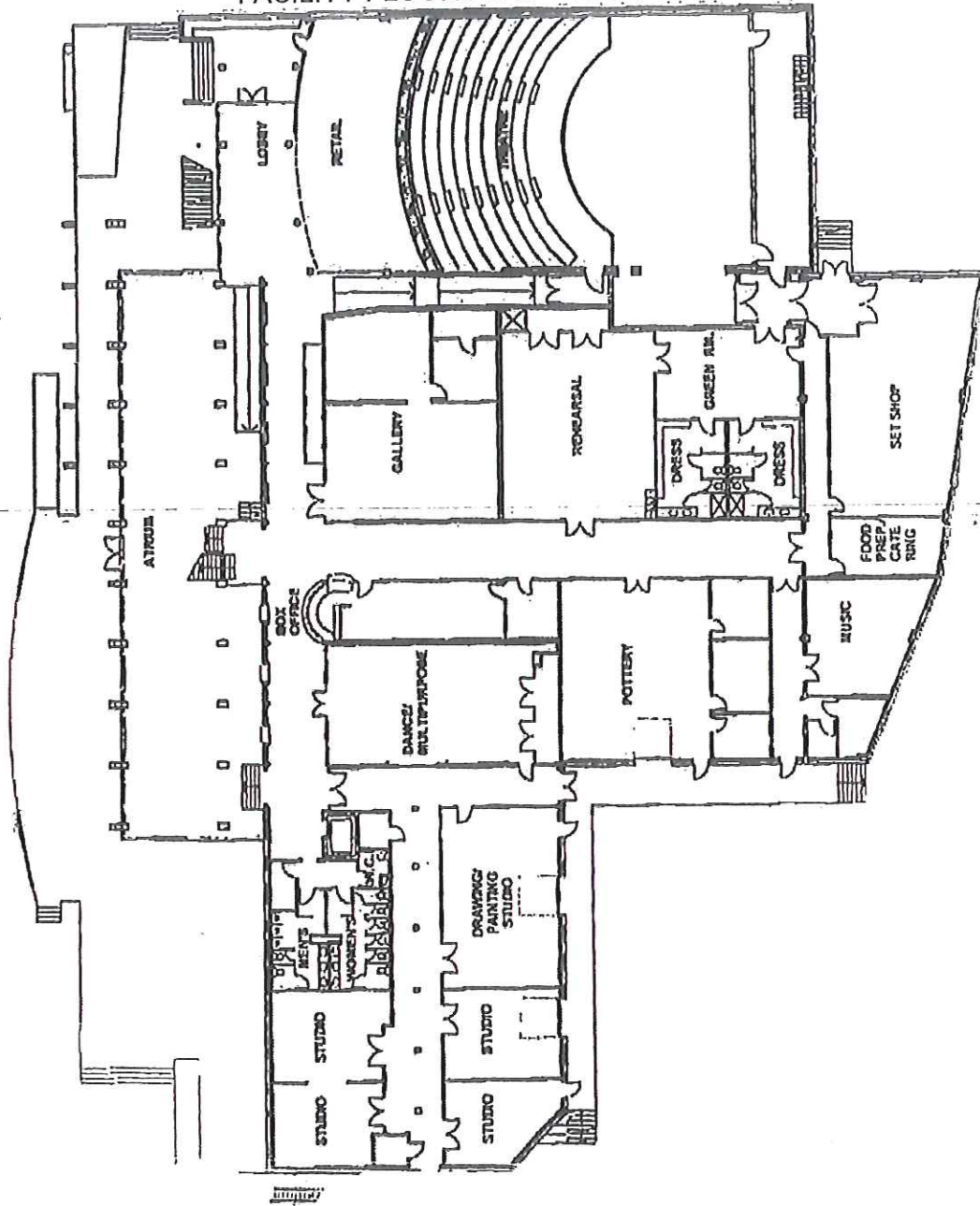
Legend:
 Licensed Area



Rotary Centre Of The Arts

[Handwritten signature]

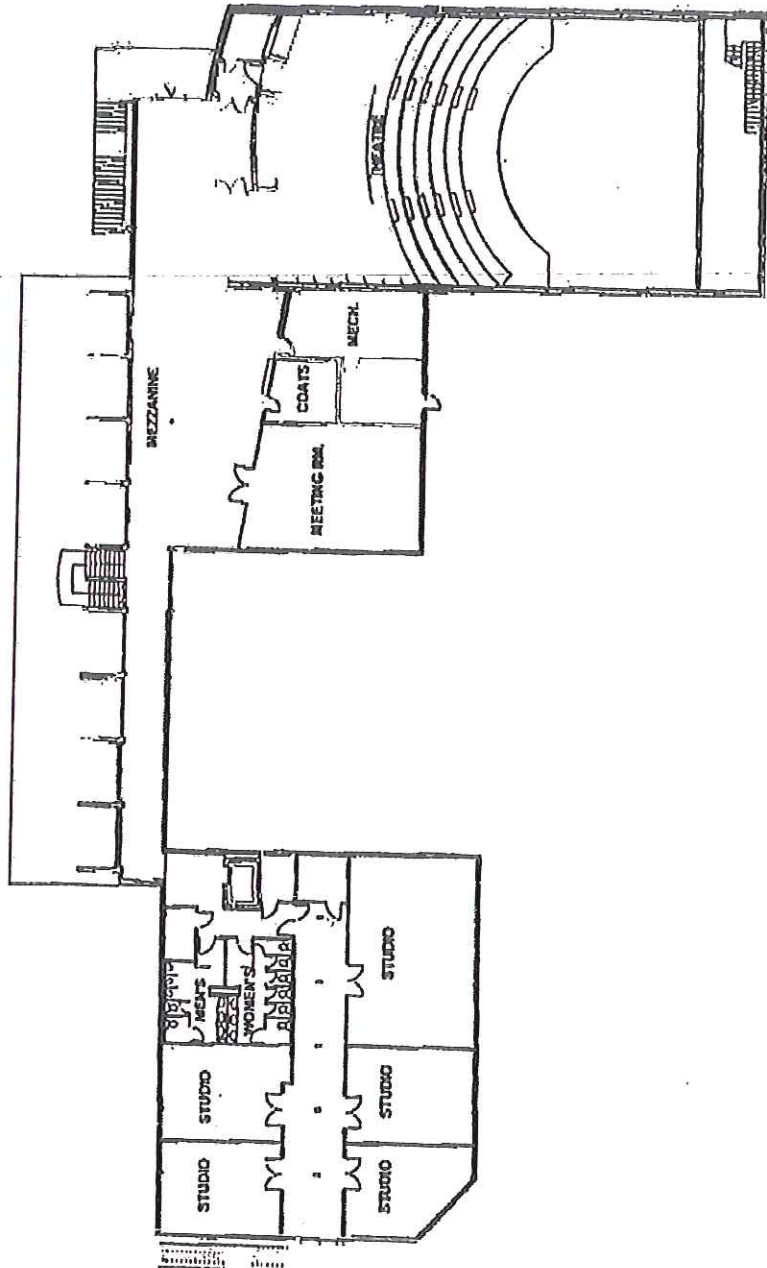
SCHEDULE "D"
FACILITY FLOOR PLAN - FIRST FLOOR



AM
SE

SCHEDULE "D"
FACILITY FLOOR PLAN - SECOND FLOOR

SECOND FLOOR PLAN



[Handwritten signature]

Schedule E Facility Maintenance

Scope of Repair and Maintenance

1. In this Schedule, the terms 'repair' and 'maintenance' include replacements, renewals, alterations, additions, substitutions and improvements.

KVPACS Responsible for Repair

2. Subject to the limitations in this Schedule, KVPACS is responsible for maintenance and repair of the Facility and all components of it.

KVPACS Obligations

3. Without limiting the preceding section, KVPACS shall be responsible for the maintenance, repair and replacement of those aspects and components of the Facility:
 - a. on the checklist attached to this Schedule E (the "Responsibility Checklist") which are marked as "Cost borne by the Tenant"; and
 - b. on the equipment list attached to this Schedule "E" (the "Equipment List") with an "x" under KVPACS.

City Obligations

4. Despite section 2 of this Schedule, the City shall be responsible for the maintenance and repair of those aspects and components of the Facility:
 - c. on the Responsibility Checklist which are marked as "Cost borne by the City"; and
 - d. on the Equipment List with an "x" under City.

Exterior Elements

5. For certainty, the City is responsible for the structural members, the foundations and basic external façade of the Facility.

Annual Maintenance Plan

6. Representatives of KVPACS and the City will meet annually as soon as possible after May 1 of each year, or at a different frequency as mutually agreed to by the parties, for the purposes of the City's creation of an annual maintenance plan (the "Annual Maintenance Plan") for the Facility.

Qualified Contractors

7. The City may include within the Annual Maintenance Plan a list of qualified contractors or others who must perform specific aspects of the work on behalf of KVPACS.

Handwritten initials

Contents of Plan

8. The Annual Maintenance Plan, as prepared by the City and delivered to KVPACS, will outline the particular repairs and maintenance to the Facility that KVPACS must undertake in the upcoming year, including the order and priority of repairs and maintenance, and any special requirements for them.

KVPACS Completion of Plan

9. Without limiting KVPACS' obligations generally, KVPACS shall perform the repairs and maintenance outlined in the Annual Maintenance Plan, in conformance with the Annual Maintenance Plan and this Schedule and the Agreement.

Standard of Repair

10. The standard of repair to be met by KVPACS is the following:
 - (a) The Facility must be in a state of good repair, to the same extent and in the same manner as a prudent owner of a public arts facility would make repairs, except only for reasonable wear, so that at all times throughout the Term and upon the termination of the Agreement the Facility remains a fully operating and functioning and safe visual and performing arts facility;
 - (b) The Facility must be in a state of repair that meets all applicable bylaws, regulations and other governmental standards; and
 - (c) Repairs to the Facility must be to a standard at least substantially equal in quality of material and workmanship to the original work and material in the Facility.

REPLACE VS. REPAIR

11. Any individual repair that costs more than the residual value should result in replacement as opposed to repair.

Facility Operations and Maintenance Staff

12. KVPACS shall employ or engage experienced and qualified personnel to repair, operate and maintain the equipment and systems throughout the Facility.
13. KVPACS shall employ an adequate number of staff to meet its maintenance obligations as set out in this Agreement, and shall ensure staff assigned to the Facility meets the following minimum staffing qualifications:
 - a minimum 2 years facility operational and maintenance experience WHMIS, CPR and First Aid training; and

- such other experience and certifications as are necessary for the operation and maintenance of the Facility in accordance with this Schedule and the Agreement.

Janitorial Services

14. As clarification of the Responsibility Checklist, KVPACS shall be responsible for all full janitorial services including all consumable materials, supplies and equipment and labour to maintain the Facility in good clean condition to a standard to comply with the B.C. *Health Act* and all regulations thereunder and as would a prudent owner of a first class visual and performing arts facility.

Security System

15. As clarification of the Responsibility Checklist, KVPACS must ensure that Facility's security system is monitored through an annual maintenance contract.

Emergency Contact List

16. KVPACS must ensure that the City has at all times an up-to-date emergency contact list.

Equipment and Apparatus

17. As clarification of the Responsibility Checklist, KVPACS shall be responsible for full operation of the building equipment to meet all requirements under the B.C. *Health Act* and *Safety Standards Act* and all regulations thereunder, and to ensure optimal performance is continually achieved.

18. In particular, the operational standards that KVPACS must meet include:

- (a) Written and practiced procedures for the safe operation of the Facility and theatre auditorium, including but not limited to Live Performance Electrical Certification for staff, and Safe Work Practices for Live Performance as established by Safety & Health in Arts Production & Entertainment (SHAPE) or equivalent agencies;
- (b) Highly visible regulatory and directional signage for public safety;
- (c) Following safety and risk management procedures in accordance with the *Workers Compensation Act* and all regulations thereunder which would include:
 - i) Establish and review written procedures for operation of all apparatus and equipment systems;
 - ii) Inspections for hazards, defects and structural deficiencies;
 - iii) Minor repairing and preventative maintenance schedules and guidelines;
 - iv) Recording and reporting of all minor and major deficiencies in the Facility;

- v) Obtain specific expertise for areas outside the scope of the building service staff;
- vi) New employee safety orientation;
- vii) Fire Safety Plan in the format determined by the Kelowna Fire Department; and
- viii) Communication with City of Kelowna representatives on all issues in regularly scheduled meetings or as required.

Notice of Repairs and Maintenance

19. Prior to undertaking any repairs and maintenance of the Facility whatsoever, including where the work is within the Annual Maintenance Plan and including in the event of an emergency, KVPACS must first notify the City's Building Maintenance personnel and must follow any directions, advice and instructions given.

First Line Repairs

20. In this Schedule, the term "First Line Repair" means any work that the City considers is required on an immediate or urgent basis.

First Line Repairs within Annual Maintenance Plan

21. Within the Annual Maintenance Plan, the City will indicate whether any work outlined within the Annual Maintenance Plan required to be performed by KVPACS is considered by the City to be a First Line Repair.

Notice to City

22. Except where genuinely necessitated by an emergency and except where a First Line Repair is included within the Annual Maintenance Plan, KVPACS must notify the City prior to undertaking of any repairs, maintenance or other work which it will request to be categorized as a First Line Repair.

Monthly Report

23. KVPACS shall submit to the City, within 10 days of the end of each month, a report outlining all repairs, maintenance and other work on the Facility that it performed in that month, and KVPACS shall indicate whether it is requesting the City to categorize any of that work as a First Line Repair.

City Response to Monthly Report

24. After receiving each monthly report from KVPACS, the City will indicate, in writing, to KVPACS whether the City considers any of the work on the monthly report qualifies as a First Line Repair.

Annual Limit on First Line Repairs

25. Notwithstanding anything else in this Schedule or Agreement, KVPACS' obligation to undertake repair and maintenance of aspects and components of the Facility is limited such that KVPACS need spend no more than \$15,000 annually on First Line Repairs (the "Annual Financial Limit"), and the City will be responsible for performing and paying for all First Line Repairs above that amount.

KVPAC Staff Time

26. For certainty, KVPACS' Annual Financial Limit on First Line Repairs does not include any cost for KVPACS staff time.

Increase in Annual Limit

27. For the first five (5) years of the Agreement, the Annual Financial Limit for First Line Repairs will remain fixed at \$15,000 but after that period the Annual Financial Limit shall be increased by \$1,000 per year.

Unspent Annual Limits

28. If, within any calendar year, KVPACS spends less than the Annual Financial Limit on First Line Repairs, then the unspent amount shall be added to the following year's Annual Financial Limit.

Restriction on Funds

29. KVPACS shall at all times hold monies in the amount of the Annual Financial Limit, minus amounts legitimately spent on First Line Repairs, in a "First Line Repair Account" and KVPACS shall account for the monies in the First Line Repair Account as a restricted fund which cannot be used except for First Line Repairs. If the City at any time, after consultation with KVPACS, considers that the monies in the First Line Repair Account ought to be used for any repair and maintenance or capital upgrade of the Facility, KVPACS shall allow the City access to the First Line Repair Account and in the event of any failure to do so, the City may correspondingly decrease the amount payable to KVPACS under this Agreement.

No Adverse Effects

30. KVPACS shall not do, suffer or permit to be done any work, replacements, alterations or improvements to the Facility which, in the City's opinion, may weaken or endanger the structure or adversely affect the condition or operation of the Facility or diminish the value thereof.

SCHEDULE E - Responsibility Checklist

| | Cost borne by the City | Cost borne by KVPACS |
|---|------------------------|----------------------|
| Backflow preventer inspection - fire sprinkler system | x | |
| Backflow preventer inspection - all others incl bistro | | x |
| Boiler operating permits | x | |
| Electrical field safety representative | | x |
| Electrical operating permit | | x |
| Electrical system preventative maintenance | | x |
| Electrical system repairs | | x |
| Electrical/lights - lamp & tube replacement | | x |
| Elevator equipment repairs | x | |
| Elevator maintenance contract | x | |
| Elevator operating permits | x | |
| Emergency lighting testing & repairs | x | |
| Exterior doors, windows, facades, utilities, parking lots, lighting, painting etc. | x | |
| Fire alarm system repairs | x | |
| Fire alarm system testing & inspection contracts | x | |
| Fire extinguisher monthly & annual inspections | x | |
| Fire safety plan and fire drills | | x |
| Fire sprinkler system repairs | x | |
| Fire sprinkler system testing and inspection contracts | x | |
| Furnishings (maintain & replace) | | x |
| Garbage and recycling removal | | x |
| HVAC preventative maintenance | x | |
| HVAC repairs | x | |
| Insurance - automotive | | |
| Insurance - liability | | x |
| Insurance - property, building | x | |
| Insurance - tenant owned furnishings & fixtures | | x |
| Insurance - tenant owned operation equipment, computers, & furnishings | | x |
| Interior walls, flooring, doors, ceilings, lighting, plumbing fixtures, painting etc. | | x |
| Internet | | x |
| Janitorial services & supplies | | x |
| Landscape maintenance | x | |
| Licences & permits | | x |
| Parking lots - lighting, parking lines, sweeping, asphalt, signage, drainage etc. | x | |
| Pest control | | x |
| Plumbing system preventative maintenance | | x |
| Plumbing system repairs | | x |
| Recycling program | | x |
| Roof inspection & maintenance | | x |
| Roof repairs | | x |

NOTE RE: EQUIPMENT: Lists A, B, C, D and E contain specific equipment.

For any equipment within KVPACS responsibility, the annual Maintenance Plan must include a maintenance schedule, a list of maintenance activities, a list of qualified contractors or staff who will perform the activities and an emergency contact list.

SCHEDULE E - Responsibility Checklist

| | Cost borne by the City | Cost borne by KVPACS |
|--|------------------------|----------------------|
| Security system | | X |
| Signage | | X |
| Snow removal from parking lot, perimeter sidewalks | X | |
| Taxes | | X |
| Telephone | | X |
| Tenant improvements | | X |
| Tenant improvements - Maintenance | | X |
| Tree removal | X | |
| Utilities - electricity | | X |
| Utilities - natural gas | | X |
| Utilities - water, sewer | | X |
| Vandalism (exterior) | X | |
| Vandalism (interior) | | X |
| Window Cleaning (exterior) | | X |
| Window Cleaning (interior) | | X |

NOTE RE: EQUIPMENT: Lists A, B, C, D and E contain specific equipment.

For any equipment within KVPACS responsibility, the annual Maintenance Plan must include a maintenance schedule, a list of maintenance activities, a list of qualified contractors or staff who will perform the activities and an emergency contact list.

SF *[Signature]*

CITY OF KELOWNA
LEASE OPERATING AGREEMENT - KELOWNA VISUAL PERFORMING ARTS CENTRE SOCIETY
SCHEDULE E

| EQUIPMENT LIST A - HVAC | | | | | | | |
|-------------------------|-------------------------|-----------------|-------------------|-------------|------|--------|------|
| EQUIPMENT DESCRIPTION | LOCATION | Brand | M/N | S/N | Age | KVPACS | City |
| DDC | Various | Automated Logic | | | | | |
| AHU-1 | Auditorium | Engineered Air | LM-10-C | 32519 AHU-1 | 2002 | | X |
| AHU 1 SF | Auditorium | Engineered Air | 20/18 FC DIDW | | 2002 | | X |
| AHU-1 RF | Auditorium | Engineered Air | 22/22 FC DIDW | | 2002 | | X |
| C/U-1 | Auditorium | Engineered Air | CUB 354-0 | 32519CU | 2002 | | X |
| RTU 1 | Studio 217A 217B | York | DINH030N05606C | NHKM095621 | 2002 | | X |
| RF-1 | Studio 217A 217B | Delhi | 207 | | 2002 | | X |
| RTU 2 | Studio 218A 218B | York | DINH030N05606C | NKKM103604 | 2002 | | X |
| RF-2 | Studio 218A 218B | Delhi | 207 | | 2002 | | X |
| RTU 3 | Studio 218C 218D | York | DINH030N05606C | NKKM104098 | 2002 | | X |
| RF-3 | Studio 218C 218D | Delhi | 207 | | 2002 | | X |
| RTU 4 | Studio 135A 135B | York | DINH030N05606C | NKKM104097 | 2002 | | X |
| RF-4 | Studio 135A 135B | Delhi | 207 | | 2002 | | X |
| RTU 5 | Studio 140A 140B | York | DINH030N05606C | NKKM103603 | 2002 | | X |
| RF-5 | Studio 140A 140B | Delhi | 207 | | 2002 | | X |
| RTU 6 | Studio 141 | York | DINH030N05606C | NKKM103605 | 2002 | | X |
| RF-6 | Studio 141 | Delhi | 207 | | 2002 | | X |
| RTU 7 | 1st and 2nd fir hallway | York | D1NH036N07258C | NHKM100815 | 2002 | | X |
| RTU 8 | Multi purp rm 121 | York | DH090N15B5AAA1A | NHKM099873 | 2002 | | X |
| RTU 9 | Pottery 127 | York | D7CG060N09958BDA | NBKM015219 | 2002 | | X |
| RF-7 | Pottery 127 | Delhi | 212 | | 2002 | | X |
| RTU 10 | Music 124 | York | D7CG048N09958BDA | NAKM009572 | 2002 | | X |
| RTU 11 | Set shop 122 | York | D7CG048N09958BDA | NBKM019700 | 2002 | | X |
| RF-8 | Set shop 122 | Delhi | 209 | | 2002 | | X |
| RTU 12 | Galleria & coasts | York | DH090N15B5AAA1A | NHKM099874 | 2002 | | X |
| RTU 13 | Multi purpose rm 116 | York | DH078N15B5AAA1A | NDKM043804 | 2002 | | X |
| RTU 14 | Dressing & green rm | York | D7CG060N09958BDA | NDKM043804 | 2002 | | X |
| RTU 15 | Meeting rm 210 | York | D1NH036N07258C | NHKM100816 | 2002 | | X |
| RTU 16 | Atrium | York | D2CG180N32058ECF | NKKM104085 | 2002 | | X |
| RTU 17 | Atrium & lobbie | York | D2CG180N32058ECF | NKKM104084 | 2002 | | X |
| RTU 18 | Retail | York | D7CG060N09958BDA | NAKM006933 | 2002 | | X |
| RTU 19 | Offices | York | ACP018G0451021C | NFJM074679 | 2002 | | X |
| EF-1 | WR | Delhi | 310 | | 2002 | | X |
| EF-2 | Janitor/Storage rm | Delhi | 307 | | 2002 | | X |
| EF-3 | Elevator rm | Delhi | 307 | | 2002 | | X |
| EF-4 | Galleria | Delhi | 9215VIB | | 2002 | | X |
| EF-5 | Set shop | Delhi | 309 | | 2002 | | X |
| EF-6 | Green rm | Delhi | 307 | | 2002 | | X |
| EF-7 | Atrium | Delhi | 9220VIB2 | | 2002 | | X |
| EF-8 | Pottery rm | Delhi | 307 | | 2002 | | X |
| EF-9 | Pottery hood | Delhi | CUBE-101-4 | | 2002 | | X |
| EF-10 | Paint spray hood | Delhi | CUBE-101HP-4 | | 2002 | | X |
| EF-11 | Electrical rm 125 | Delhi | 307 | | 2002 | | X |
| EF-12 | Electrical rm 212 | Broan | L500 | | 2002 | | X |
| EF-13 | Electrical rm 209B | Delhi | 309 | | 2002 | | X |
| EF-14 | Concession | Delhi | 307 | | 2002 | | X |
| Boiler 1 | Mech rm | Fulton | PHW-750 SM | 89344 | 2002 | | X |
| Boiler 2 | Mech rm | Fulton | PHW-750 SM | 88941 | 2002 | | X |
| Pump 1 | Mech rm | B&G | 2X7 series BF 60 | | 2002 | | X |
| Pump 2 | Mech rm | B&G | 2X7 series BF-60 | | 2002 | | X |
| HWT | 1 st floor Janitor rm | State | DV100199NESC GAHW | G00222744 | 2002 | | X |
| DHW circ pump | 1 st floor Janitor rm | Grundfoss | UP2564SU | | 2002 | | X |
| CO2 sensors | 17 locations | QEL | M20 | | 2002 | | X |
| VFD | Atrium ex fan | Hitachi | J100 | | 2002 | | X |
| AHU-2 | stage dimmer rm | York | F2RP018H06B | ECKS098226 | 2002 | | X |
| C/U-2 | stage dimmer rm | York | ACO12M1021A | WFKM046279 | 2002 | | X |

This list identifies specific equipment and which party is responsible for maintaining it. It is not intended to be an indication of ownership or any other rights associated with the equipment. For any equipment within KVPACS responsibility the annual Maintenance Plan must include a maintenance schedule, a list of maintenance activities, a list of qualified contractors or staff who will perform the activities and an emergency contact list.

CITY OF KELOWNA
 LEASE OPERATING AGREEMENT - KELOWNA VISUAL PERFORMING ARTS CENTRE SOCIETY
 SCHEDULE E

| EQUIPMENT LIST B - ELECTRICAL | | | | | | |
|-------------------------------|--------------------|-------|---------|------|--------|------|
| Equipment Description | Location | Brand | Model # | Age | KVPACS | City |
| Electrical MMC's | Basement/Penthouse | | | 2002 | X | |
| Transformers | Exterior | | | 2002 | X | |
| Lamps | Interior/Exterior | | | 2002 | X | |
| Lamp fixtures & ballasts | Interior/Exterior | | | 2002 | X | |
| Lighting controls | Exterior | | | 2002 | X | |
| Sound system | Interior | | | 2002 | X | |
| Signage | Exterior | | | 2002 | X | |
| Signage | Interior | | | 2002 | X | |
| Access control system | Interior/exterior | | | 2002 | X | |
| CCTV | Interior/exterior | | | 2002 | X | |
| Wall plugs | Interior | | | 2002 | X | |
| Emergency Lights | Interior | | | 2002 | | X |

This list identifies specific equipment and which party is responsible for maintaining it. It is not intended to be an indication of ownership or any other rights associated with the equipment. For any equipment within KVPACS responsibility the annual Maintenance Plan must include a maintenance schedule, a list of maintenance activities, a list of qualified contractors or staff who will perform the activities and an emergency contact list.

CITY OF KELOWNA
 LEASE OPERATING AGREEMENT - KELOWNA VISUAL PERFORMING ARTS CENTRE SOCIETY
 SCHEDULE E

| EQUIPMENT LIST C - PLUMBING | | | | | | | | |
|-----------------------------|----------|-------|---------|----------|------|--------|------|--|
| Equipment Description | Location | Brand | Model # | Serial # | Age | KVPACS | City | |
| Washroom fixtures | Interior | | | | 2002 | X | | |
| Backflows | Interior | | | | 2002 | X | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

This list identifies specific equipment and which party is responsible for maintaining it. It is not intended to be an indication of ownership or any other rights associated with the equipment. For any equipment within KVPACS responsibility the annual Maintenance Plan must include a maintenance schedule, a list of maintenance activities, a list of qualified contractors or staff who will perform the activities and an emergency contact list.

CITY OF KELOWNA
LEASE OPERATING AGREEMENT - KELOWNA VISUAL PERFORMING ARTS CENTRE SOCIETY
SCHEDULE E

| EQUIPMENT LIST D - ROOF | | | | | |
|--------------------------------|----------|----------------|------|--------|------|
| Roof Section | Location | Type | Age | KVPACS | City |
| All sections | Exterior | 2 ply torch-on | 2002 | X | |
| | | | | | |
| | | | | | |
| | | | | | |

This list identifies specific equipment and which party is responsible for maintaining it. It is not intended to be an indication of ownership or any other rights associated with the equipment. For any equipment within KVPACS responsibility the annual Maintenance Plan must include a maintenance schedule, a list of maintenance activities, a list of qualified contractors or staff who will perform the activities and an emergency contact list.

Handwritten initials/signature

CITY OF KELOWNA
 LEASE OPERATING AGREEMENT - KELOWNA VISUAL PERFORMING ARTS CENTRE SOCIETY
 SCHEDULE E

| EQUIPMENT LIST E - SPECIALTY EQUIPMENT | | | | | | | |
|--|----------------------|-------|---------|----------|------|--------|------|
| Equipment Description | Location | Brand | Model # | Serial # | Age | KVPACS | City |
| Door hardware | Interior | | | | 2002 | X | |
| Door hardware | Exterior | | | | 2002 | X | |
| Flooring | Interior | | | | 2002 | X | |
| Utilities | Building | | | | | X | |
| Millwork/furniture systems | Interior | | | | 2002 | X | |
| Washroom partitions/millwork | Washrooms | | | | 2002 | X | |
| Kitchen equipment | Bistro and prep area | | | | 2002 | X | |
| | | | | | | | |

This list identifies specific equipment and which party is responsible for maintaining it. It is not intended to be an indication of ownership or any other rights associated with the equipment. For any equipment within KVPACS responsibility the annual Maintenance Plan must include a maintenance schedule, a list of maintenance activities, a list of qualified contractors or staff who will perform the activities and an emergency contact list.

SCHEDULE F

FACILITY SUB-LEASE AUTHORITY, SPACES AND USES

The City grants the authority to KVPACS to sub-lease the following spaces for the intended purposes as indicated, utilizing a form of sub-lease acceptable to the City.

| Name | Size (all sizes approximate sq. ft.) | *Intended Purposes |
|--|---|--|
| 1. General Artists Studios | 4,550 | To create, produce, manufacture, design and/or otherwise generate art, to instruct art skills and participate in public events and displays |
| 2. Art Gallery | 1,500 | To publicly display visual art |
| 3. Pottery Studio | 1,500 | To create, produce, manufacture, design and/or otherwise generate ceramic art, to instruct visual art skills and participate in public events and displays |
| 4. Café/Bistro/Restaurant /Bar and/or food preparation area(s) | 1,275 | To provide food and beverage services for participants and the public |
| 5. Retail/Commercial area | 1,185 | Provide products or services that are acceptable and complementary to arts and cultural activities within the Cultural District |

There will also be the following rental spaces that KVPACS will be responsible for:

| Name | Size (all sizes approximate sq. ft.) | *Intended Purposes |
|--------------------------------|---|---|
| 1. Set Shop | 1,200 | To construct sets for use with theatre performances |
| 2. Theatre | 325 seats | To provide a venue for performing art events |
| 3. Atrium | 1,000 | To provide space for public assembly |
| 4. Dance/Multi-purpose room | 1,150 | To provide space for a Dance Studio or other visual and performing arts activities |
| 5. Rehearsal Room | 1,100 | To provide space for rehearsal or other visual and performing arts activities |
| 6. Music Room | 576 | To provide space for music rehearsal or other visual and performing arts activities |
| 7. Meeting Room (second floor) | 828 | To provide space for public and private assembly |

*The various spaces have intended or primary purposes. For clarity, it is understood that the use of the various rooms may change from time to time. For example, the Music Room while intended to provide space for music rehearsals has been utilized as office space.



ROTARY
Centre
for the
arts



BRAND & VISUAL IDENTITY GUIDELINES



RM

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August 2012

PARTNER FACILITIES

A healthy community thrives on establishing economically and socially beneficial partnerships. To provide the services its residents want, the City of Kelowna has nurtured many partnerships with individuals, community groups and private-sector companies to help provide community facilities, programs and services without increasing general taxation.

In 2002, the City opened its doors to a new cultural art centre, whose construction was made possible through community fundraising and government grants, and one half from City funds. In recognition of the fundraising efforts of the Rotary Clubs of the Central Okanagan, the new facility was named Rotary Centre for the Arts.

The Centre's theatre, visual arts, special events, arts classes, and facility rentals are managed by a third party operator, a non-profit society, through a lease and operating agreement with the City of Kelowna.

The purpose of this manual is to explain the components of the Rotary Centre for the Arts visual identity program. The visual identity standards set specific rules that are meant to reinforce the projection of a consistently strong and distinguished image for the Rotary Centre for the Arts and its owner, the City of Kelowna.

Why we need a visual identity

The City's visual identity and standards promote a uniform identity to the general public and support Kelowna's reputation as a dynamic and growing city.

The visual identity program helps:

- ▶ Ensure citizens can easily identify, recognize and access all City programs, services, facilities and information;
- ▶ Assist citizens to recognize the value of the services they get for their tax dollar; and
- ▶ Reinforce or support the City's reputation (or brand as it's otherwise known).

Partnering with the community

The Rotary Centre for the Arts is a multi-disciplinary arts centre whose programming is supported through fundraising events, grants, and donations from private investors, businesses and community members. Youth arts education programming at the Centre is supported by an endowment fund established with the Central Okanagan Foundation in 2005. The City of Kelowna provides consistent base funding in the form of an annual operating grant for programming, administration and maintenance.

The visual identity guidelines are an essential part of a planned approach to building the Centre's reputation, and raising awareness about the facility and its services and programs. A strong identity for the Centre will help leverage continued community support to provide affordable, quality programming and entertainment year round.

BRAND PRINCIPLES

Brand Principles

The Rotary Centre for the Arts is a unique multi-disciplinary arts centre that offers a wide array of events and festivals. Operated by a third party, its marketing materials are unique from the City and are to be identified with the Rotary Centre for the Arts logo.

Marketing efforts will support the goals of the City of Kelowna's Cultural Plan and enhance Kelowna's reputation as a cultural leader. The Centre will collaborate with the City and other organizations to support the success of cultural initiatives.

Marketing channels are to be used primarily for promoting

programs offered within the facility. Marketing channels can be used to cross-promote other City programs, services, information and facilities, as well as other cultural organizations.

The City has first right of refusal to approximately 20 per cent of individual marketing channels such as use of brochure rack space, poster boards or other designated locations throughout the facility, as well as placement in guides, programs and newsletters.

As owner and funder of the facility, the City of Kelowna will be recognized as set out in the following guidelines.

Cultural Plan



Handwritten initials: PK, CF

CENTRE LOGO

RCA Logo

The Rotary Centre for the Arts logo features a prominent star, highlighting the live entertainment, theatre, visual arts and special events held at the facility.

The Centre logo incorporates the Rotary International logo in recognition of the Rotary Clubs of the Central Okanagan's fundraising which supported the building of the facility.

The Centre logo was adopted for use in 2002 and remains the property of the facility.

Primary Logo



Wordmark - Stacked



Wordmark - Horizontal



Handwritten signature or initials

LOGO COLOURS

Logo Colours

The Centre logo is comprised of specific Pantone colours. Each colour is specified here.

The ribbon has a gradation from 100% per cent blue to white with a 20% per cent mid point. The star shadow should be reproduced in 256 shades of grey.



PA

Logo Options

Single Colour

The star shadow should be reproduced in 256 shades of grey. The ribbon has a gradation from 100% per cent black to white with a 20% per cent mid point.



If photocopying the logo, use the black version only.

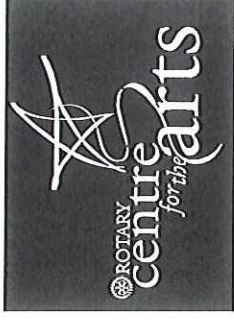
Single Colour Plus Gold

The single colour logo can appear with the star produced in gold.



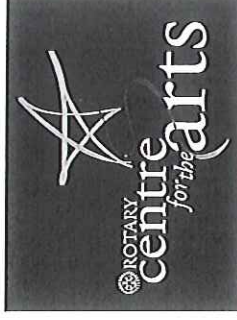
Single Colour Reverse

When using the single colour version of the logo on a dark background, the entire logo should appear as white. The star shadow should not appear. The ribbon has no graduation. The outline on the rotary wheel is omitted.



Colour Reverse

When using the full colour logo on a dark background, the text should appear as white. The star shadow should not appear. The outline on the rotary wheel is omitted.



Handwritten signature

COLOUR PALETTE

Colour Palette

These colours have been specifically selected to match the colour of the Rotary International logo which form a part of the Rotary Centre for the Arts logo.

Colours will vary slightly depending on whether they are printed on coated paper or uncoated paper.

Designated Pantone® colours and their equivalents for other methods of reproduction are indicated.

Pantone
The printing industry standard for specifying solid ink colours.

CMYK
The print industry standard for full colour printing. Also known as process colour printing, it relies on cyan, magenta, yellow and black to create the spectrum of colour seen in most full colour printing.

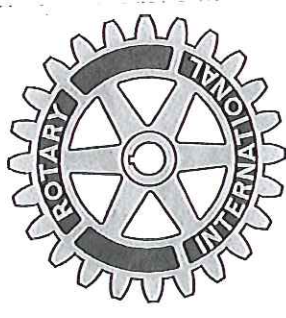
RGB
A colour system based on red, green and blue, and used to represent the full spectrum of colour on video displays.

HTML/HEX
A colour system used for internet code programming.

The Rotary emblem can be downloaded at rotary.org.



Rotary International Logo



The Rotary international visual identity guide can be downloaded at rotary.org.

The official Rotary colors identify two gold spot colours because they reproduce differently depending on the paper choice. For all online, electronic and most physical reproductions Pantone 7406 should be used. Pantone 123C should be used on coated paper and Pantone 115U should be used on uncoated paper.

The colors shown on this page and throughout this guide have not been evaluated by Pantone, Inc. for accuracy and may not match the Pantone Color Standards. Consult current Pantone Publications for accurate color. Pantone® is the property of Pantone, Inc.



City Logo

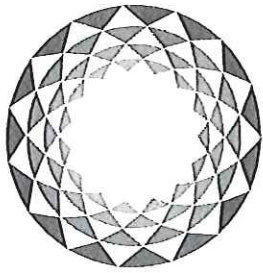
The City of Kelowna logo captures the spirit, energy and diversity of our dynamic organization while balancing a sense of our heritage with our progressiveness. It is also an interpretive depiction of our character, our people and our landscape, making it uniquely Kelowna. The colour palette symbolizes the diversity that exists in our organization, our cultures, our seasons and our beautiful landscape. As a whole, the icon resembles the sun above the lake.

The Centre's partnership with the City of Kelowna should be recognized through its primary identification, its stacked logo. The horizontal version should be considered only in circumstances where it is impossible to use the primary visual identity.

The City of Kelowna identity can also be recognized with the City's wordmark.

All usage of the City logo must follow the City of Kelowna brand guidelines.

Primary Logo



City of
Kelowna

Horizontal Logo



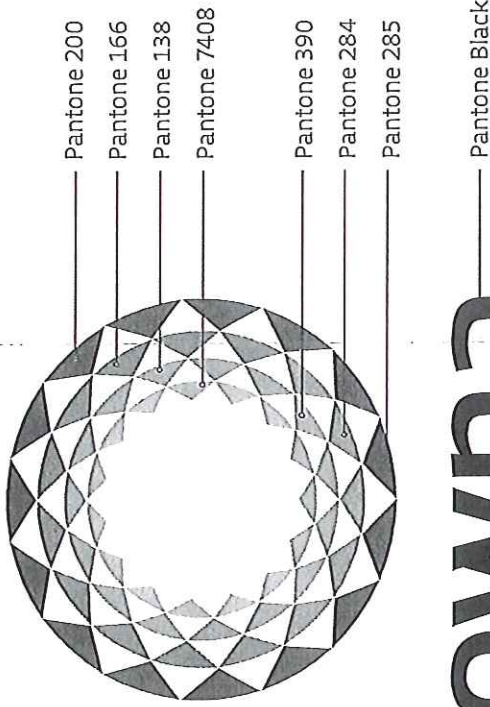
City of **Kelowna**

Wordmark

City of Kelowna

City Logo Colours

The City of Kelowna logo is comprised of specific Pantone colours. Each colour is specified here.



City of Kelowna

Single Colour

100% black is the only acceptable single colour use of the logo.

Exception: Applications with a single predetermined colour may display the logo at 100% of that colour.

If photocopying the logo, use the black version only.



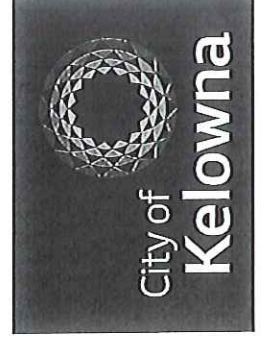
Single Colour Reverse

When using the single colour version of the logo on a dark background, the entire logo should appear as white.



Full Colour Reverse

When using the full colour version of the logo on a dark background, the text should appear as white.

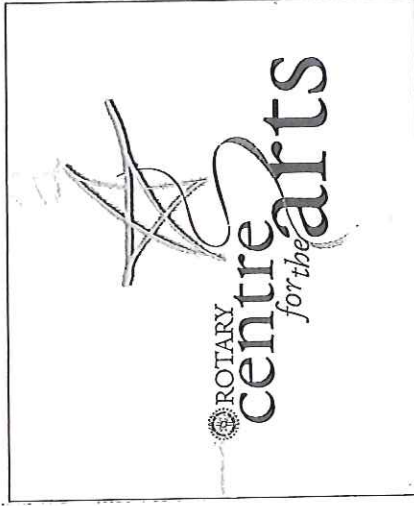
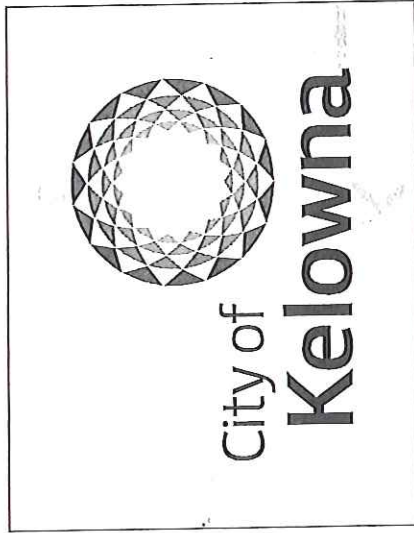


PROTECTED SPACE

Protected Space

To maintain the integrity of the brand, space must be left on each side as well as above and below the logos.

For the City logo, the increment used to determine this space is based on the height of the capital case letter K. For the Centre logo, this space is based on the height of the letter a in arts. A minimum of one unit of space is required on each side, as shown in the examples on the right.



[Handwritten signature]

MINIMUM SIZE

Minimum Size

RCA Logo

The Centre logo should be used no smaller than one inch in width.

Minimum size
one inch



City Colour Logo

The City colour logo should be used no smaller than one inch in width.



City Single Colour Logo

The City single colour stacked logo should be used no smaller than .75 inch in width.

Minimum size
.75 inch



City single colour horizontal stacked logo

should be used no smaller than 1.50 inches in width.

Minimum size
1.50 inches



City colour horizontal logo

should be used no smaller than two inches in width.

Minimum size
two inches



Handwritten initials/signature

LOGO HIERARCHY

Logo Hierarchy

When the Centre and City logo appear together or with additional sponsors, the following hierarchy must be maintained:

- ▶ The Centre logo should have the prominent position.
- ▶ The City logo should have a secondary position, but larger than other sponsors.

See the Sponsor Listing page for more details (p 18).

Stacked layout



Horizontal layout – Primary



TYPOGRAPHY

Typography

The City of Kelowna uses a consistent family of typeface to visually reinforce its identity.

Operators of City facilities have the option to use the City of Kelowna corporate font **Priva** on marketing materials.

The City corporate font is **Priva** for all facility signage. The italic font should not be used on signage.

Do not condense, extend, bold, italicize or otherwise distort the fonts in any way.

City of Kelowna Corporate Font

Priva Family

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz

Priva Italic

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz

PM
05

FACILITY SIGNAGE

Signage

As an entertainment centre, the centre includes a prominent brand sign and a marquee.

Effective facility signage helps guide visitors to our facilities and provides easier access to City services.

Five levels of signage hierarchy have been designed under the sign system. Each of the signs play a specific role in building the Centre's brand and/or providing site-specific information that is useful to a visitor coming to a City of Kelowna building or outdoor space.

Brand/Building Name Signage

Informs visitors of facility names. This type of sign is designed to be visible from a long distance. The Rotary Centre for the Arts logo is to be included in the design.

Tenant/Services Signage

Informs visitors of prominent outlets located within the facility, generally a restaurant. This type of sign is designed to be visible from a long distance, but must be secondary to the Building Name signage. While generally independent, the Centre's logo can be included in the design.

Window Signage

Informs visitors that the building is owned by the City. The City of Kelowna logo is to be included in the design.

Interior City Sign

Informs visitors that the building is owned by the City. The City of Kelowna logo is mounted on a prominent wall in the interior.

Instructional Signage

Informs visitors of site specific information (e.g. hours, instructional signs, etc.) or directions within the Centre by way of text only or with the use of icons. Logos are not needed on this type of signage.

FACILITY SIGNAGE

Brand Signage

Primary level information establishing Rotary Centre for the Arts overall brand presence.

- ▶ Visible from a long distance.
- ▶ Placed on front of or directly on key building.
- ▶ No detailed information.

The marquee provides high-lights of upcoming events.

Tenant/Services Signage

Informs visitors of prominent outlets located within the facility.

- ▶ Visible from a long distance.
- ▶ Placed on front of or directly on key building, but secondary to the Centre brand signage.

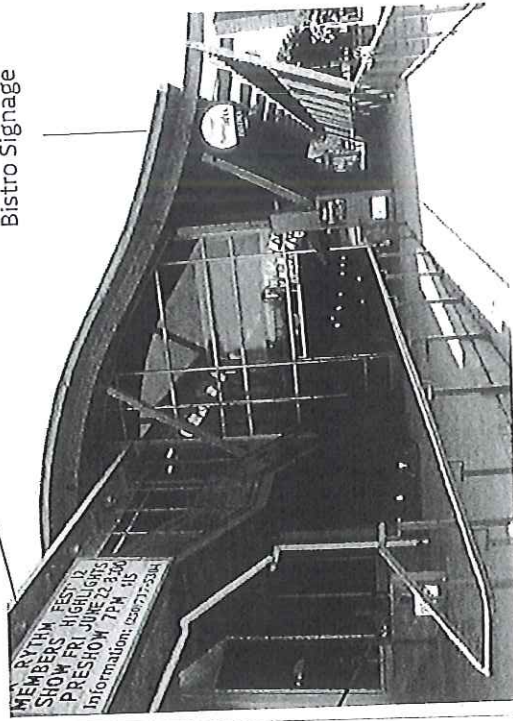
The Centre brand is reinforced in its use for the Bistro entrance sign.

Brand signage



Marquee

Bistro Signage



AS

FACILITY SIGNAGE

Window Signage

Signage placed directly on the building window identifying it as City of Kelowna owned. The use of the Centre logo on the building window is optional.

Guidelines:

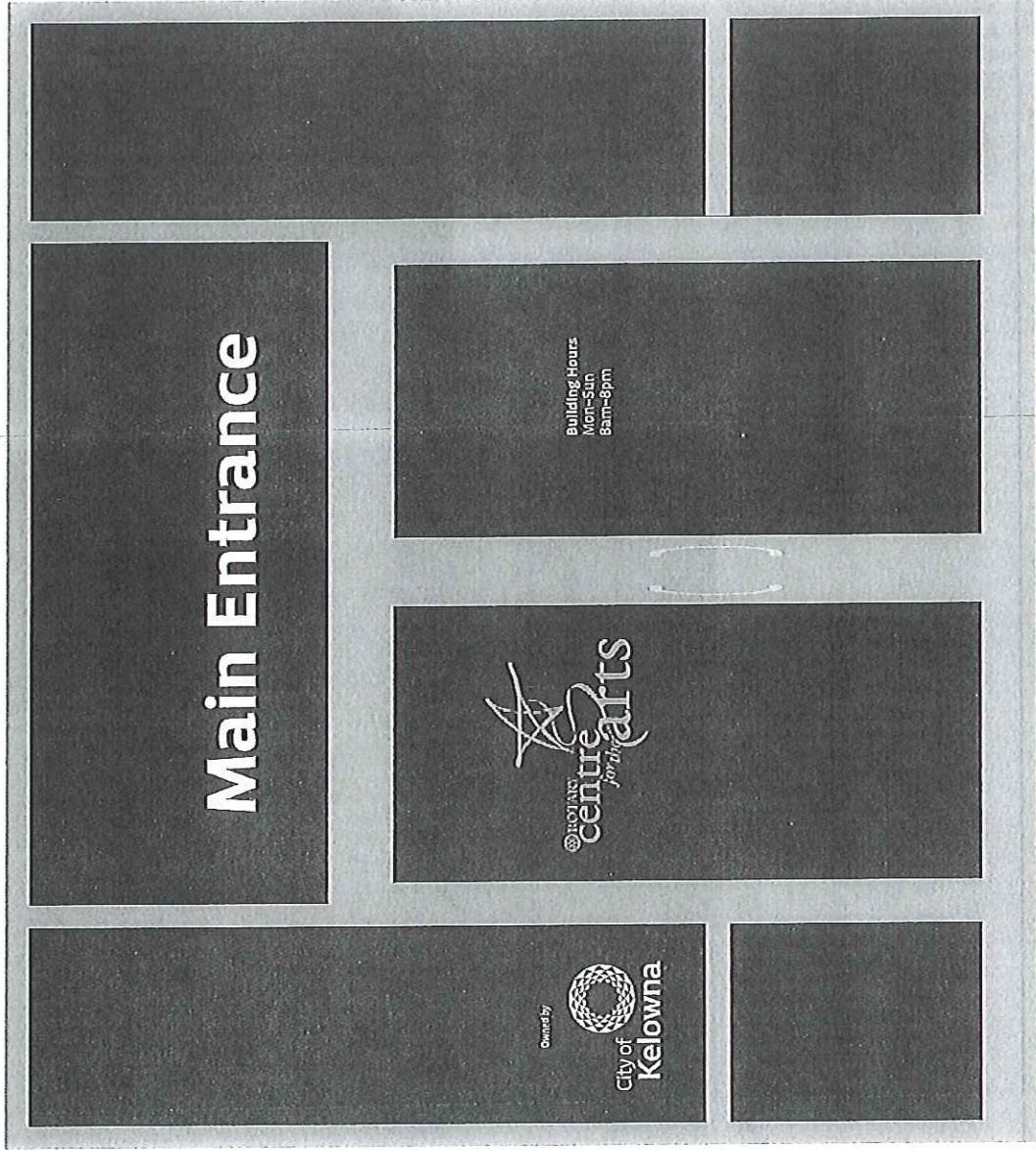
- ▶ Main Entrance: White text PrivaFour, upper/lower case.
- ▶ Building Hours: PrivaOne .75" tall capital letters, and 1.25" space between base-lines.
- ▶ City of Kelowna logo 11" wide, and placed left of the front entrance (if possible)
- ▶ City of Kelowna logo produced in white vinyl.

Size and installation:

- ▶ Top of City of Kelowna logo starts 60" above grade.
- ▶ Signage size is unique to each placement and must be resolved before the sign is designed to avoid unintentional sizing errors.

Location:

The City logo will be placed on the main entrance and on the secondary entrance on the south side of the Centre.



Not to scale

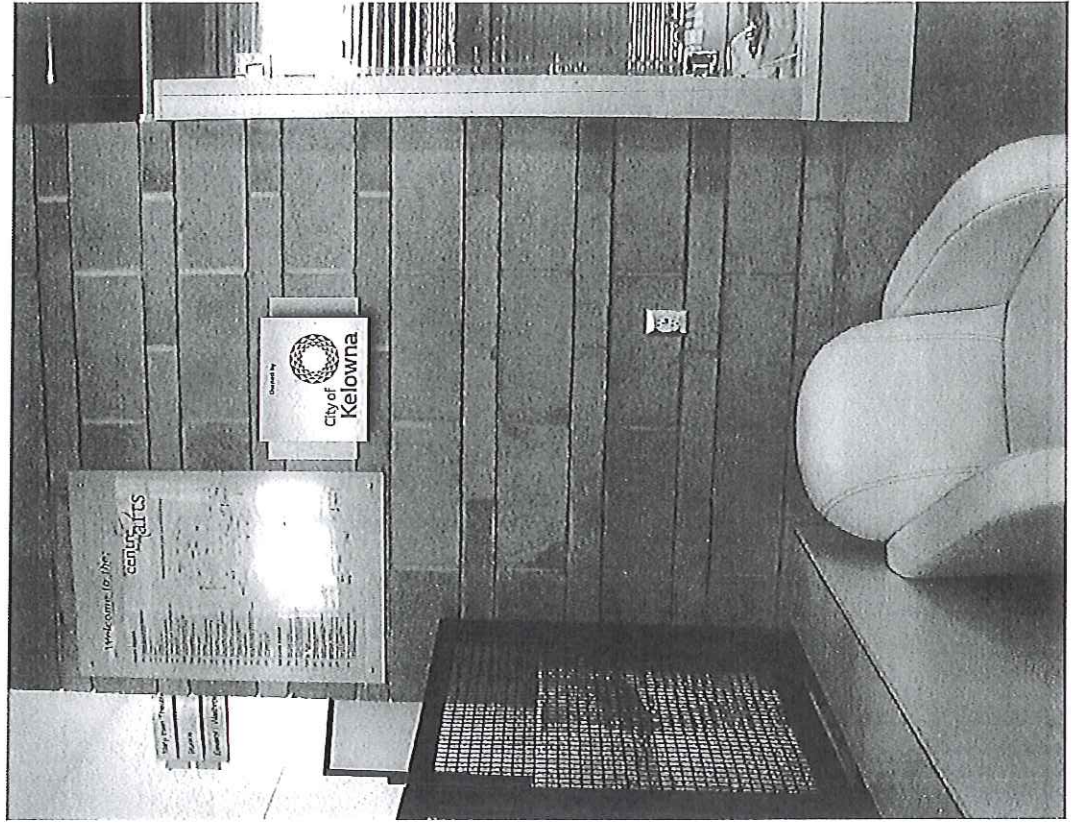
Handwritten signature or initials.

FACILITY SIGNAGE

Interior City Sign

The City of Kelowna logo is mounted on a prominent wall on the interior of the facility.

The City logo should be a minimum size of 11" wide.



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SE

FACILITY SIGNAGE

Instructional Signage

Instructional/interior signage provides site-specific information by text and/or icons.

- ▶ Visible from close proximity.
- ▶ Placed close to described amenities.

Guidelines:

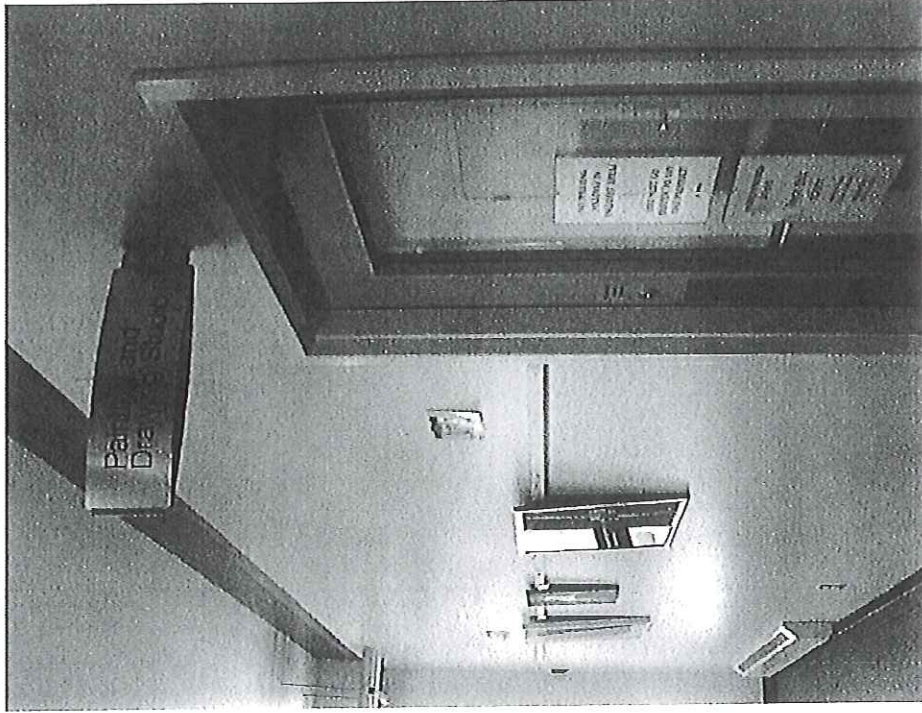
- ▶ Priva font upper/lower case.
- ▶ Logos not required.

Room Sponsorship

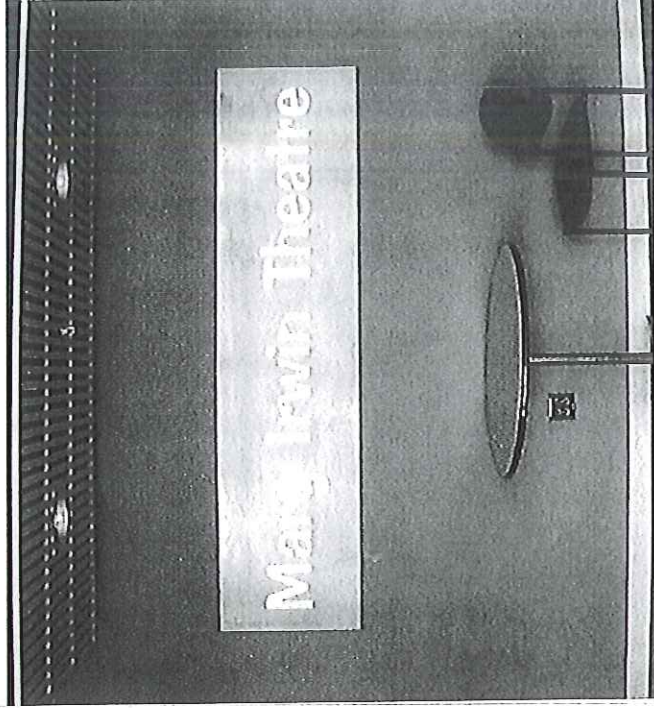
Naming rights for theatre and studio spaces provide a source of revenue for the Centre. The sponsors name and/or logo is placed on a plaque at the room during the time of the sponsorship.

Space naming should be consistent with the mandate of the facility and the principles of the City's cultural policies and Cultural Plan.

NOTE: Interior signage is currently in place. When upgrades are undertaken signage will be replaced with the Priva font.



Painting and Drawing Studio



Not to scale

[Handwritten signature]

CITY RECOGNITION

Marketing Materials

As owner and funder of the facility, the City will be recognized on marketing materials. The Rotary Centre for the Arts logo must take the lead position.

Description

The facility description which appears on event programs, brochures, news releases and the website and social media channels references the centre as a City-owned facility.

Located in the heart of Kelowna's Cultural District, the Rotary Centre for the Arts is a unique multi-disciplinary arts centre that offers a wide array of events and festivals. This City of Kelowna facility offers the community a place to experience artists and performers in action, while sharing in the excitement of strengthening art and culture in the Okanagan.

Facility Brochures

The City of Kelowna logo should appear on all corporate brochures which market facility services, i.e. rentals, volunteer opportunities, etc.

Annual Guide
As the Centre's premiere marketing piece, the Annual Guide provides an opportunity to highlight the partnership with the City of Kelowna.

- ▶ The Centre should be introduced as a City facility. The City logo should accompany the description.
- ▶ The City logo appears in the sponsor listings.
- ▶ A full page of content is allocated to the City of Kelowna Cultural Services branch.

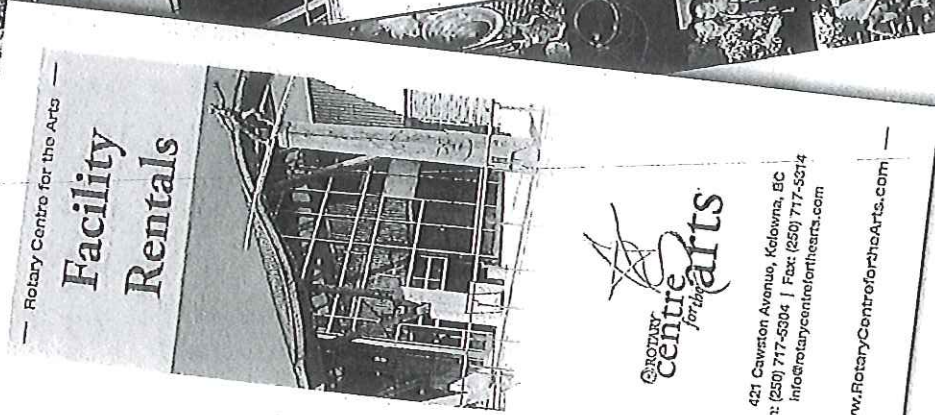
Newsletter

The City logo will appear on the Centre's newsletter and/or e-newsletter. On e-newsletters, the logo will be linked back to kelowna.ca/culture.

Additional Materials

Inclusion of the City logo on event posters and flyers is optional. Cultural Services has the option to use approximately 20 per cent of space to support the promotion of cultural initiatives. Space allocation will be determined annually.

Corporate brochure



Annual guide

Handwritten initials/signature

SPONSORSHIP LISTING

Sponsorship Listings

As the facility owner, the City of Kelowna is recognized apart from other facility sponsors.

Guidelines

- ▶ City logo should appear secondary to the Centre logo but larger than any sponsor.
- ▶ City logo should appear under the title Facility Partner.
- ▶ City logo should not be grouped with other government partners.

To not compete with the recognition of title or season sponsors, the City logo can appear at the bottom of the sponsor listing.

Public recognition

Verbal recognition of the City of Kelowna partnership should be made prior to performances when other sponsors are recognized.

For example:

Tonight's performance was made possible with the support of our sponsors [sponsor names] and our facility partner, the City of Kelowna.

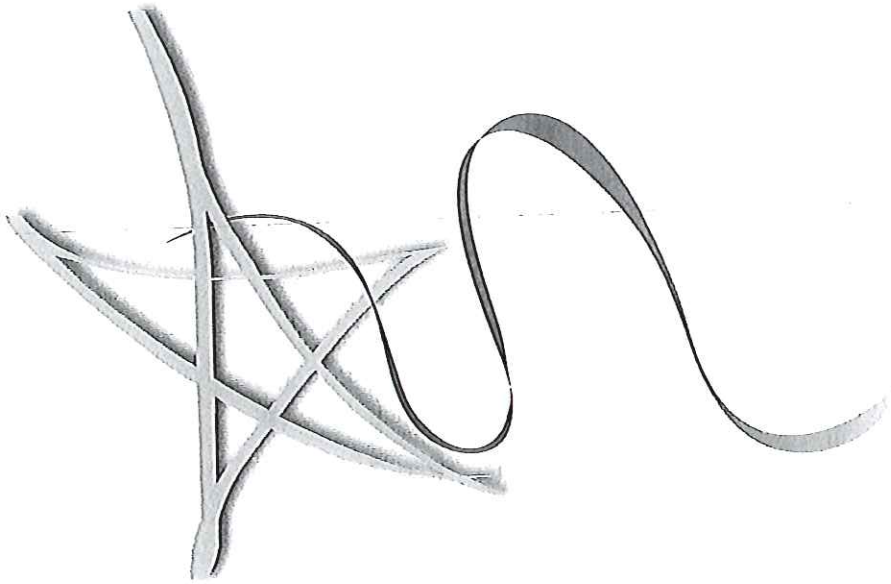
[Handwritten signature]

SUPPORTING GRAPHIC ELEMENTS

The Star

The star can serve as a supporting graphic element for use in publication layout.

Note: The star should not appear alone. The full Centre logo or wordmark must always accompany it.



Am

ELECTRONIC COMMUNICATIONS

Website

The Centre is website is www.rotarycentreforthearts.com

The City logo will appear on each page of the website, at 72 pixels wide. The logo will be hyperlinked to the City website.

The domain name remains the property of the facility.

Social Media

Social media sites will include the facility description. City of Kelowna is hyperlinked in the description.

The Centre social media channels include:

www.facebook.com/rotarycentreforthearts
www.youtube.com/user/rotarycentrearts
Twitter: @rotaryartcentre

These channels should follow or fan City of Kelowna social media sites where possible.



CLOTHING

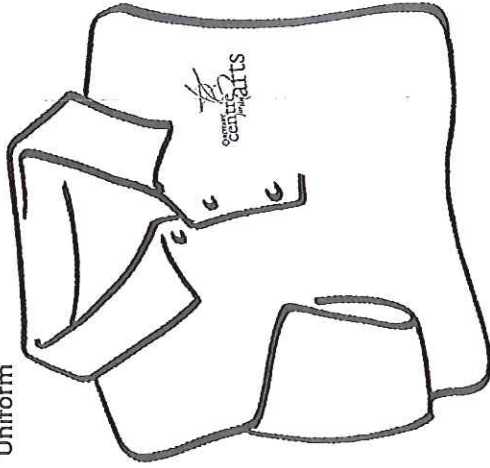
Clothing

Uniforms and name tags are used to identify Centre staff.

The Centre logo is placed on the left chest of shirts. The logo is to be 2.5 inches wide.

The Priva font is used for name tags. The Centre logo is to be 1 inch.

Uniform



Name Tag



PM
12

SOCIETY MEMBERSHIP

Membership

The Rotary Centre of the Arts is operated by a non-profit society. Membership promotions should be clearly identified with Kelowna Visual & Performing Arts Society.

The Centre logo should not be included on membership promotion.

Membership is not required to attend events or programs at the Centre.



