

File No. 04-1000-20-2016-388

November 4, 2016

s.22(1)

Dear s.22(1)

Re: **Request for Access to Records under the Freedom of Information and Protection of Privacy Act (the "Act")**

I am responding to your request of October 25, 2016 for:

**In reference to Vancouver's five live-work artists during their tenancies between January 1, 2014 to October 25, 2016:**

- 1. A report (in a table) containing a description of the work produced, the name of the artist, and the studio number;**
- 2. Any contractual or tenancy agreement signed by artists at the start of their tenancy in the city's five units.**

For part one of your request, there are no responsive records enclosed as the department does not track the artist work that is produced and there is no expectation that the artist update the City on what they are producing. Name of artists and studio numbers are located in a report to the Standing Committee on City Finance and Services, December 17, 2014: <http://council.vancouver.ca/20141217/documents/cfsc8.pdf>

All records relating to part two of your request are attached. Some information in the records has been severed, (blacked out) under s.22(1) of the Act. You can read or download the section here: [http://www.bclaws.ca/EPLibraries/bclaws\\_new/document/ID/freeside/96165\\_00](http://www.bclaws.ca/EPLibraries/bclaws_new/document/ID/freeside/96165_00)

Under section 52 of the Act you may ask the Information & Privacy Commissioner to review any matter related to the City's response to your request. The Act allows you 30 business days from the date you receive this notice to request a review by writing to: Office of the Information & Privacy Commissioner, [info@oipc.bc.ca](mailto:info@oipc.bc.ca) or by phoning 250-387-5629.

If you request a review, please provide the Commissioner's office with: 1) the request number assigned to your request (#04-1000-20-2016-388); 2) a copy of this letter; 3) a copy of your original request for information sent to the City of Vancouver; and 4) detailed reasons or grounds on which you are seeking the review.

Please do not hesitate to contact the Freedom of Information Office at [foi@vancouver.ca](mailto:foi@vancouver.ca) if you have any questions.

Yours truly,

A handwritten signature in black ink, appearing to read 'B. Van Fraassen', with a long horizontal flourish extending to the right.

Barbara J. Van Fraassen, BA  
Director, Access to Information  
*City Clerk's Department, City of Vancouver*  
Email: [Barbara.vanfraassen@vancouver.ca](mailto:Barbara.vanfraassen@vancouver.ca)  
Telephone: 604.873.7999

Encl.  
:jb

**ARTIST STUDIO PROGRAM LEASE  
(LIVE/WORK)**

THIS LEASE dated for reference the 1<sup>st</sup> day of February, 2015 (the "Commencement Date").

**BETWEEN:**

**CITY OF VANCOUVER**  
453 West 12<sup>th</sup> Avenue  
Vancouver, British Columbia  
V5Y 1V4

(the "Landlord")

**AND:**

**FIONA RAYHER**  
#303 - 272 East 4<sup>th</sup> Avenue  
Vancouver, British Columbia  
V5T 4S2

(the "Tenant")

Premises: #303 - 272 East 4<sup>th</sup> Avenue, Vancouver

**Term:** Three (3) years less fifteen (15) days commencing on the Commencement Date and expiring on January 16, 2018

**WHEREAS:**

A. The Landlord is the registered owner of premises having a civic address of #303 - 272 East 4<sup>th</sup> Avenue, Vancouver, British Columbia, legally known and described as:

Parcel Identifier: 023-105-445  
Strata Lot 17 District Lot 200A Group 1 New Westminster District Strata Plan LMS2013, together with an interest in the common property in proportion to the unit entitlement of the strata lot shown on Form 1,

which lands and premises are hereinafter called the "Premises";

B. the Premises is an artist live/work studio and the Tenant is a low-income artist; and

C. the Landlord, by resolution of its Council made December 17, 2014, has resolved to award the Tenant with this lease of the Premises;

**NOW THIS INDENTURE WITNESSES THAT** in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Tenant to be paid, observed and performed, the Landlord by these presents does demise and lease the Premises

unto the Tenant and the Tenant does hereby take and rent the Premises upon and subject to the terms and conditions set out hereunder:

### 1. Term

In consideration of the covenants and conditions herein on the part of the Tenant to be performed and observed, the Landlord hereby leases the Premises to the Tenant to have and to hold the same for and during the term of three (3) years less fifteen (15) days commencing on the Commencement Date and expiring at 11:59 pm on January 16, 2018 (the "Term"). The Tenant may not holdover or continue to occupy the Premises after January 16, 2018.

### 2. Use

The Tenant agrees that the Premises shall be primarily occupied full time by the Tenant as its studio of artistic work but will be also be used as the Tenant's residence. Use of the Premises only as a residence or only as an artist studio is not permitted.

### 3. Rent and Security Deposit

On or before the Commencement Date, the Tenant agrees to pay to the Landlord nominal rent in the sum of One Dollar (\$1.00) for the whole of the Term, the receipt and sufficiency of which is hereby confirmed by the Landlord. The Tenant shall also pay to the Landlord, at the beginning of the Term, a security deposit of Three Hundred and Seventy-Five Dollars (\$375.00).

The Tenant shall pay all rent and the security deposit by way of cheque delivered to:

**CITY OF VANCOUVER**  
 c/o Real Estate Services  
 453 West 12<sup>th</sup> Avenue  
 Vancouver, British Columbia, V5Y 1V4

### 4. Taxes

The Tenant is not required to pay real property taxes as the Premises are exempt from real property taxation. The Tenant shall pay all value-added taxes, goods and services taxes, consumption based taxes, rates, levies and assessments which are from time to time payable by the Tenant or the Landlord as a result of the rights and obligations contained in this lease.

### 5. Utilities

The Tenant agrees to pay all charges, rates, and levies on account of utilities and services provided to the Premises including but not limited to heat, electricity, gas, water, garbage and recycling collection, telephone, cable vision, internet service, security alarm monitoring and all other expenses and outgoings incurred by the Tenant unless same are provided by the strata corporation and included within the strata maintenance fees.

## 6. Parking

If the Tenant owns an automobile the Tenant may park such vehicle in accordance with the parking rights assigned to the Premises by the strata corporation, noting that there is no parking stall in the building assigned to the Premises.

## 7. Sub-Letting or Assignment

The Tenant may not assign this lease or bargain, sell or set over this lease. The Tenant may not sub-lease the Premises or license the Premises or let any third party into occupation of the Premises, PROVIDED HOWEVER the Tenant may cohabit with only one (1) person who is a member of the Tenant's immediate family AND PROVIDED FURTHER HOWEVER if the Tenant plans to be absent from the Premises for four (4) consecutive months or longer, the Tenant will discuss the vacancy with the Landlord to determine options for another artist to sublet or take an assignment of this lease, and if the Tenant wishes to sublease the Premises during the absence then with the Landlord's written permission the Tenant may sublet the Premises or assign this lease to another artist who is also approved in writing by the Landlord for no longer than the remaining term of this lease. The subletting party shall pay monthly rent equal to the maximum monthly shelter allowance for a single person (currently \$375 per month) set by the Employment and Assistance Regulation, but the subletting party shall pay his or her monthly rent directly to the Landlord. The subletting party shall perform and observe all of the obligations of the Tenant herein. The Landlord shall also be a party to the sublease which shall be on terms and conditions approved by the Landlord.

## 8. Damage/Renovations to Premises:

- (a) The Tenant takes and rents the Premises on an "as is" basis. The Landlord has no cleaning or redecorating obligations.
- (b) The Tenant shall not suffer, cause or permit any damage or injury to the Premises.
- (c) No dangerous, explosive or toxic goods, chemicals, gases or implements may be stored, used or brought to the Premises except for artistic purposes.
- (d) Subject to paragraphs 9(a) and 18, the Tenant shall not carry out or cause to be carried out any additions, renovations, painting, decoration, redecoration including floor, wall and ceiling finishes or alterations to the Premises without the prior written consent of the Landlord's Director of Facilities Planning and Development and Managing Director of Cultural Services and all such work shall be wholly at the expense of the Tenant. The Tenant shall obtain all necessary permits required to carry out such work.

## 9. Repairs and Maintenance

- (a) The Tenant shall maintain the Premises in a sanitary, neat, tidy and safe condition and free from nuisance and pests at all times and in good order and condition, except reasonable wear and tear, to the satisfaction of the Landlord.
- (b) The Landlord or strata corporation, as applicable, shall be responsible for capital/life cycle replacement costs associated with the Premises including major systems and maintenance thereof, together with major repairs and maintenance of the Premises and major repairs to appliances (except for appliances not provided by the Landlord and which are the property of the Tenant or fellow occupant), except when required by reason of the act or omission of the Tenant or his or her invitees or fellow

occupant.

- (c) The Tenant shall be responsible for all costs, obligations and expenses related to the operation of and minor repairs and routine maintenance for the Premises, as well as for major maintenance and repairs and repairs to appliances required by reason of the act or omission of the Tenant or his or her invitees or fellow occupant.
- (d) Any disagreement as to whether any want of maintenance or reparation is major or minor or whether the same is required by reason of the act or omission of the Tenant or his or her invitees or fellow occupant shall be finally determined by the Landlord's Director, Facilities Operations and Managing Director of Cultural Services.
- (e) With lawful notice, the Landlord, the strata corporation or their agents may enter the Premises and view the state of repair and make such alterations and repairs as necessary. The party responsible for the costs of carrying out such repairs or alterations shall be subject to paragraphs 9(b), (c) and (d).

#### 10. Strata Corporation

- (a) The Tenant shall provide the required undertaking to the strata corporation that he or she shall abide by all of the strata corporation by-laws, which undertaking is attached to the end of this agreement.
- (b) The Tenant is not liable to pay the strata corporation maintenance fees, or any special assessments or major capital costs which are not, in the opinion of the Landlord, the result of any breaches by the Tenant and/or his or her invitees or fellow occupant, nor to reimburse the Landlord for same.
- (c) The Tenant acknowledges receiving a copy of the strata corporation by-laws and/or rules and regulations. The Tenant agrees to pay to the strata corporation all fines and levies assessed against either the Tenant or the Landlord or both, by reason of breaches of the strata corporation by-laws and/or rules and regulations which are caused or contributed to by the Tenant and/or his or her invitees or fellow occupant.
- (d) If the strata corporation demands for cause that this lease be terminated, the Landlord may terminate this lease forthwith upon notice.

#### 11. Access Devices

At the beginning of the Term, the Landlord shall provide the Tenant with one (1) set of keys, fobs or similar access devices which are required to access the Premises and, if applicable, the mailbox assigned to the Premises as well as the common entrance(s) and areas of the building in which the Premises are located (such as a parkade or garbage room). The Tenant shall be responsible to pay for any costs incurred in providing any additional key, fob or similar access device requested for use by a fellow occupant (up to a maximum of two sets total for the Premises), as well as any replacement required as a result of any such device being lost, stolen or otherwise mislaid. The Tenant shall return all sets of access devices to the Landlord at the end of the Term.

#### 12. Permission to Publicize

The Tenant gives permission to the Landlord to use his or her name, photograph and photograph of his or her artistic work in publicizing the *City of Vancouver Artist Live/Work Studio Program*.

### 13. Insurance

All goods, belongings and possessions within the Premises shall be solely at the risk of the Tenant and at all times during the Term the Tenant at his or her own expense shall maintain tenant's contents insurance, as well as personal liability insurance covering the Tenant's third party liability exposure arising out of the occupation or possession of the Premises by the Tenant or his or her invitees or fellow occupant, or the activities or operations of the Tenant or his or her invitees or fellow occupant. Liability coverage is to be extended to cover liability arising out of the Tenant's commercial operations or activities in or about the Premises, the limit of such insurance shall not be less than two million dollars (\$2,000,000.00) for loss, damage, injury or death arising out of any one occurrence, and shall provide for a limit of deductibility not greater than two thousand dollars (\$2,000.00). The policy shall include All Risk (Broad Form) Tenant's Legal Liability Insurance covering the Premises to the value of five hundred thousand dollars (\$500,000) for property damage to the Premises for which the Tenant is legally liable as a result of the occupation or possession of the Premises by the Tenant or his or her invitees or fellow occupant, or the activities or operations of the Tenant or his or her invitees or fellow occupant. The policy shall also name the Landlord and the Landlord's personnel as additional insureds.

The policies shall be with insurers duly authorized to carry on business in the Province of British Columbia, in a form and in amounts satisfactory from time to time and acceptable to the Landlord's Director of Risk Management and shall provide the Landlord with 60 days prior written notice of cancellation or material change resulting in reduction of coverage. Notice shall be given to the City of Vancouver, c/o Real Estate Services, Attention: Non-Profit Negotiator. Notice must identify the name of the Tenant as set out in this lease and the location or address of the Premises.

The Tenant shall deliver to the Landlord the original or a certified copy of the insurance policy in force for the time being as well as receipts or other satisfactory proof showing the premiums thereon have been paid. Although not required to do so, if the Tenant fails to adduce satisfactory proof of such coverage being in full force and effect at all times, the Landlord may secure such insurance and the Tenant shall reimburse the Landlord for the cost of same.

### 14. Release and Indemnification

The Tenant hereby releases the Landlord, and its officers, servants and agents from and agrees to indemnify and save harmless the Landlord and its officers, servants and agents from and against all costs, losses, damages, compensation and expenses of any nature whatever relating to or arising from all actions, claims, demands, suits and judgments occurring in or arising from the Tenant's occupation or possession of the Premises PROVIDED HOWEVER the Tenant's covenant to release and indemnify and save harmless the Landlord, its officers, servants and agents shall not apply to the extent that the loss, damage, injury or death is caused by negligence on the part of the Landlord, and its officers, servants or agents.

### 15. Landlord May Show Premises

At any time during the last eight (8) months of the Term, the Landlord may issue a call for submissions for a further award, or exhibit "for let" signs on the Premises, and upon lawful notice may show the Premises to prospective tenants or their agents during normal business hours.

## 16. Breach of Covenants

If the Tenant defaults in performing or observing any of the provisions of this lease and such default continues for a period of thirty (30) days after notice thereof to the Tenant, except for a default which to be cured with all due diligence would require a longer period, then after such longer period, or if the Tenant fails to proceed promptly after the service of such notice and with all due diligence to cure same, then the Landlord shall have the right to terminate forthwith the Term thereby granted and may lawfully enter into and upon the Premises to have again, repossess and enjoy as of its former estate. This provision for notice and termination shall not be construed so as to delay or supersede any specific remedy to which the Landlord may have recourse in this lease.

## 17. Compliance with Laws

The Tenant covenants to promptly and faithfully observe and comply with all laws, by-laws and lawful orders which touch and concern the Premises or the Tenant's activities within the Premises.

## 18. Vacant Possession

Upon termination of the Term hereby granted, whether by effluxion of time or otherwise, the Tenant shall deliver up vacant possession of the Premises and shall leave the Premises in a sanitary, neat, tidy, safe and empty condition free from all nuisance, debris, rubbish, stock-in-trade and pests, and, except for normal wear and tear shall ensure that the Premises are returned to the condition of the Premises prior to use and occupation by the Tenant, and the Landlord may re-enter and take possession of the Premises. When vacating, the Tenant shall remove any improvements or alterations made by the Tenant and repair and paint all damage including patching and painting all nail holes.

## 19. Governing Law

This lease is to be governed in accordance with the laws of British Columbia.

## 20. Time is of the Essence

Time is of the essence in this lease.

## 21. Delivery of Notices

Any notice required to be given hereunder may be delivered or mailed and shall be deemed to be well and sufficiently given if mailed by registered mail addressed as follows:

a) To the Tenant:

FIONA RAYHER  
#303 - 272 East 4<sup>th</sup> Avenue  
Vancouver, B.C., V5T 4S2

and



b) To the Landlord:

CITY OF VANCOUVER  
Real Estate Services  
453 West 12<sup>th</sup> Avenue  
Vancouver, B.C., V5Y 1V4

Attention: Non-Profit Negotiator

copy to:

CITY OF VANCOUVER  
Cultural Services  
453 West 12<sup>th</sup> Avenue  
Vancouver, B.C., V5Y 1V4

Attention: Cultural Planner Responsible for Cultural Tenants


SIGNED SEALED AND DELIVERED by the Tenant and the Landlord in the City of Vancouver, British Columbia:

CITY OF VANCOUVER

per:

  
\_\_\_\_\_  
Authorized Signatory JOHN BRECKNER  
Real Estate Services

Date: February 2, 2015

  
\_\_\_\_\_  
Fiona Rayher

Date: Jan 30th, 2015

Approved by resolution of Vancouver City Council on December 17, 2014.

This is the signatory page of a lease between the City of Vancouver as landlord and Fiona Rayher as tenant concerning #303 - 272 East 4<sup>th</sup> Avenue, Vancouver, B.C., V5T 4S2 (the Premises).

TENANT'S UNDERTAKING  
LMS2013

272 East 4<sup>th</sup> Avenue  
Vancouver, British Columbia V5T 4S2

Re: Suite # 303

I have agreed with the Landlord to rent this strata lot for a period of three (3) years less fifteen (15) days commencing February 1, 2015 and do jointly and severally covenant with you that I shall at all times during the period of my tenancy comply with the provisions of the *Strata Property Act*, as amended from time to time, in so far as they affect me as tenant and occupier of the strata lot, and the provisions of the bylaws and rules and regulations of the strata corporation as adopted from time to time in so far as they affect me as tenant and occupier of the strata lot.

Witness:

Tenant:

Dino DiFonzo  
(Name)

#320-507 W. Broadway  
(Address)

Vancouver, B.C.  
(Address)

Property Negotiator  
(Occupation)

January 30, 2015  
(Date)

Fiona Rayher

**ARTIST STUDIO PROGRAM SUBLEASE  
(LIVE/WORK)**

THIS SUBLEASE dated for reference the 1<sup>st</sup> day of February, 2015 (the "Commencement Date").

BETWEEN:

**CITY OF VANCOUVER**  
453 West 12<sup>th</sup> Avenue  
Vancouver, British Columbia  
V5Y 1V4

(the "Sublandlord")

AND:

**OSVALDO RAMIREZ CASTILLO**  
#367 - 485 West 8<sup>th</sup> Avenue  
Vancouver, British Columbia  
V5Y 3Z5

(the "Subtenant")

Premises: #367 - 485 West 8<sup>th</sup> Avenue, Vancouver

Term: Three (3) years less fifteen (15) days commencing on the Commencement Date and expiring on January 16, 2018

WHEREAS:

- A. **RISE BT HOLDINGS LIMITED** (Incorporation No. 0654570) (the "Head Landlord") is the registered owner of premises having a civic address of #367 - 485 West 8<sup>th</sup> Avenue, Vancouver, British Columbia, legally known and described as:

Parcel Identifier: 027-526-143  
Strata Lot 67 District Lot 302 Group 1 New Westminster District Strata Plan BCS2922, together with an interest in the common property in proportion to the unit entitlement of the strata lot shown on Form V,

which lands and premises are hereinafter called the "Premises";

- B. the Head Landlord has granted the Sublandlord a lease of the Premises (the "Head Lease");
- C. the Premises is an artist live/work studio and the Subtenant is a low-income artist; and

- D. the Sublandlord, by resolution of its council made December 17, 2014, has resolved to award the Subtenant with this sublease of the Premises;

NOW THIS INDENTURE WITNESSES THAT in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Subtenant to be paid, observed and performed, the Sublandlord by these presents does demise and sublease the Premises unto the Subtenant and the Subtenant does hereby take and rent the Premises upon and subject to the terms and conditions set out hereunder:

### 1. Term

In consideration of the covenants and conditions herein on the part of the Subtenant to be performed and observed, the Sublandlord hereby leases the Premises to the Subtenant to have and to hold the same for and during the term of three (3) years less fifteen (15) days commencing on the Commencement Date and expiring at 11:59 pm on the January 16, 2018 (the "Term"). The Subtenant may not holdover or continue to occupy the Premises after January 16, 2018.

### 2. Use

The Subtenant agrees that the Premises shall be primarily occupied full time by the Subtenant as its studio of artistic work but will be also be used as the Subtenant's residence. Use of the Premises only as a residence or only as an artist studio is not permitted.

### 3. Rent and Security Deposit

The Subtenant agrees to pay monthly in advance on the first day of each month, rent in the amount of Three Hundred and Seventy Five Dollars (\$375.00), plus applicable sales taxes, provided that rent for January 2018 is only one half of the monthly rent. The Subtenant shall also pay, at the beginning of the Term, a security deposit in the amount of Three Hundred and Seventy-Five Dollars (\$375.00).

The Subtenant shall pay all rent and the security deposit by way of cheque delivered to:

**GROSVENOR CANADA LIMITED,**

and sent to the Head Landlord's agent:

SDM Realty Advisors Ltd  
Attention: Kathy Yu  
Suite 1850 - 1040 West Georgia Street  
Vancouver, B.C., V6E 4H1

The Subtenant agrees to pay any fees incurred in relation to the return of the Subtenant's cheque (the "NSF fee") as established from time to time by the Head Landlord or its agent, which fee is currently \$25 per occurrence.

#### 4. Taxes

The Subtenant is not required to pay real property taxes as the Premises are exempt from real property taxation. The Subtenant shall pay all value-added taxes, goods and services taxes, consumption based taxes, rates, levies and assessments which are from time to time payable by the Subtenant or the Sublandlord as a result of the rights and obligations contained in this sublease.

#### 5. Utilities

The Subtenant agrees to pay all charges, rates, and levies on account of utilities and services provided to the Premises including but not limited to heat, electricity, gas, water, garbage and recycling collection, telephone, cable vision, internet service, security alarm monitoring and all other expenses and outgoings incurred by the Subtenant unless same are provided by the strata corporation and included within the strata maintenance fees.

#### 6. Parking

If the Subtenant owns an automobile the Subtenant may park such vehicle in accordance with the parking rights assigned to the Premises by the strata corporation, noting that there is no parking stall in the building assigned to the Premises.

#### 7. Sub-Letting or Assignment

The Subtenant may not assign this sublease or bargain, sell or set over this sublease. The Subtenant may not sub-sublease the Premises or license the Premises or let any third party into occupation of the Premises, PROVIDED HOWEVER the Subtenant may cohabit with only one (1) person who is a member of the Subtenant's immediate family AND PROVIDED FURTHER HOWEVER if the Subtenant plans to be absent from the Premises for four (4) consecutive months or longer and if the Subtenant wishes to sub-sublease the Premises during the absence then with the Sublandlord's written permission the Subtenant may sublet the Premises or assign this sublease to another Subtenant who is also approved in writing by the Sublandlord for no longer than the remaining term of this sublease. The subletting party shall pay the same monthly rent payable by the Subtenant and the subletting party shall pay his or her monthly rent to Grosvenor Canada Limited at its address herein. The subletting party shall perform and observe all of the obligations of the Subtenant herein. The Sublandlord shall also be a party to the sub-sublease which shall be on terms and conditions approved by the Sublandlord.

#### 8. Damage/Renovations to Premises:

- (a) The Subtenant takes and rents the Premises on an "as is" basis. The Sublandlord has no cleaning or redecorating obligations.
- (b) The Subtenant shall not suffer, cause or permit any damage or injury to the Premises.
- (c) No dangerous, explosive or toxic goods, chemicals, gases or implements may be stored, used or brought to the Premises except for artistic purposes.
- (d) Subject to paragraphs 9(a) and 18, the Subtenant shall not carry out or cause to be carried out any additions, renovations, painting, decoration, redecoration including

floor, wall and ceiling finishes or alterations to the Premises without the prior written consent of the Sublandlord's Director of Facilities Planning and Development and Managing Director of Cultural Services and all such work shall be wholly at the expense of the Subtenant. The Tenant shall obtain all necessary permits required to carry out such work.

## **9. Repairs and Maintenance**

- (a) The Subtenant shall maintain the Premises in a sanitary, neat, tidy and safe condition and free from nuisance and pests at all times and in good order and condition, except reasonable wear and tear, to the satisfaction of the Sublandlord.
- (b) Subject to the Head Lease, the Head Landlord or strata corporation, as applicable, shall be responsible for capital/life cycle replacement costs associated with the Premises including major systems and maintenance thereof, together with major repairs and maintenance of the Premises and major repairs to appliances (except for appliances not provided by the Head Landlord or the Sublandlord and which are the property of the Subtenant or fellow occupant), except when required by reason of the act or omission of the Subtenant or his or her invitees or fellow occupant.
- (c) The Subtenant shall be responsible for all costs, obligations and expenses related to the operation of and minor repairs and routine maintenance for the Premises, as well as for major maintenance and repairs and repairs to appliances required by reason of the act or omission of the Subtenant or his or her invitees or fellow occupant.
- (d) Any disagreement as to whether any want of maintenance or reparation is major or minor or whether the same is required by reason of the act or omission of the Subtenant or his or her invitees or fellow occupant shall be finally determined by the Sublandlord's Director, Facilities Operations and Managing Director of Cultural Services.
- (e) With lawful notice, the Sublandlord, the strata corporation or their agents may enter the Premises and view the state of repair and make such alterations and repairs as necessary. The party responsible for the costs of carrying out such repairs or alterations shall be subject to paragraphs 9(b), (c) and (d).

## **10. Strata Corporation**

- (a) The Subtenant shall provide the required undertaking to the strata corporation that he or she shall abide by all of the strata corporation by-laws, which undertaking is attached to the end of this agreement.
- (b) The Subtenant is not liable to pay the strata corporation maintenance fees, or any special assessments or major capital costs which are not, in the opinion of the Sublandlord, the result of any breaches by the Subtenant and/or his or her invitees or fellow occupant, nor to reimburse the Sublandlord for same.
- (c) The Subtenant acknowledges receiving a copy of the strata corporation by-laws and/or rules and regulations. The Subtenant agrees to pay to the strata corporation all fines

and levies assessed against either the Subtenant or the Sublandlord or both, by reason of breaches of the strata corporation by-laws and/or rules and regulations which are caused or contributed to by the Subtenant and/or his or her invitees or fellow occupant.

- (d) If the strata corporation demands for cause that this sublease be terminated, the Sublandlord may terminate this sublease forthwith upon notice.

#### 11. Access Devices

At the beginning of the Term, the Sublandlord shall provide the Subtenant with one (1) set of keys, fobs or similar access devices which are required to access the Premises and, if applicable, the mailbox assigned to the Premises as well as the common entrance(s) and areas of the building in which the Premises are located (such as a parkade or garbage room). The Subtenant shall be responsible to pay for any costs incurred in providing any additional key, fob or similar access device requested for use by a fellow occupant (up to a maximum of two (2) sets total for the Premises), as well as any replacement required as a result of any such device being lost, stolen or otherwise mislaid. The Subtenant shall return all sets of access devices to the Sublandlord at the end of the Term.

#### 12. Permission to Publicize

The Subtenant gives permission to the Sublandlord to use his or her name, photograph and photograph of his or her artistic work in publicizing the *City of Vancouver Artist Live/Work Studio Program*.

#### 13. Insurance

All goods, belongings and possessions within the Premises shall be solely at the risk of the Subtenant and at all times during the Term the Subtenant at his or her own expense shall maintain tenant's contents insurance, as well as personal liability insurance covering the Subtenant's third party liability exposure arising out of the occupation or possession of the Premises by the Subtenant or his or her invitees or fellow occupant, or the activities or operations of the Subtenant or his or her invitees or fellow occupant. Liability coverage is to be extended to cover liability arising out of the Subtenant's commercial operations or activities in or about the Premises, the limit of such insurance shall not be less than two million dollars (\$2,000,000.00) for loss, damage, injury or death arising out of any one occurrence, and shall provide for a limit of deductibility not greater than two thousand dollars (\$2,000.00). The policy shall include All Risk (Broad Form) Subtenant's Legal Liability Insurance covering the Premises to the value of five hundred thousand dollars (\$500,000) for property damage to the Premises for which the Subtenant is legally liable as a result of the occupation or possession of the Premises by the Subtenant or his or her invitees or fellow occupant, or the activities or operations of the Subtenant or his or her invitees or fellow occupant. The policy shall also name the Head Landlord and the Sublandlord, and the Head Landlord's and Sublandlord's personnel, as additional insureds.

The policies shall be with insurers duly authorized to carry on business in the Province of British Columbia, in a form and in amounts satisfactory from time to time and acceptable to the Sublandlord's Director of Risk Management and shall provide the Sublandlord with 60 days prior written notice of cancellation or material change resulting in reduction of coverage.

Notice shall be given to the City of Vancouver, c/o Real Estate Services, Attention: Non-Profit Negotiator. Notice must identify the name of the Subtenant as set out in this sublease and the location or address of the Premises.

The Subtenant shall deliver to the Sublandlord the original or a certified copy of the insurance policy in force for the time being as well as receipts or other satisfactory proof showing the premiums thereon have been paid. Although not required to do so, if the Subtenant fails to adduce satisfactory proof of such coverage being in full force and effect at all times, the Sublandlord may secure such insurance and the Subtenant shall reimburse the Sublandlord for the cost of same.

#### **14. Release and Indemnification**

The Subtenant hereby releases the Sublandlord, and its officers, servants and agents from and agrees to indemnify and save harmless the Sublandlord and its officers, servants and agents from and against all costs, losses, damages, compensation and expenses of any nature whatever relating to or arising from all actions, claims, demands, suits and judgments occurring in or arising from the Subtenant's occupation or possession of the Premises PROVIDED HOWEVER the Subtenant's covenant to release and indemnify and save harmless the Sublandlord, its officers, servants and agents shall not apply to the extent that the loss, damage, injury or death is caused by negligence on the part of the Sublandlord, and its officers, servants or agents.

#### **15. Sublandlord May Show Premises**

At any time during the last eight (8) months of the Term, the Sublandlord may issue a call for submissions for a further award, or exhibit "for let" signs on the Premises, and upon lawful notice may show the Premises to prospective tenants or their agents during normal business hours.

#### **16. Breach of Covenants**

If the Subtenant defaults in performing or observing any of the provisions of this sublease and such default continues for a period of thirty (30) days after notice thereof to the Subtenant, except for a default which to be cured with all due diligence would require a longer period, then after such longer period, or if the Subtenant fails to proceed promptly after the service of such notice and with all due diligence to cure same, then the Sublandlord shall have the right to terminate forthwith the Term thereby granted and may lawfully enter into and upon the Premises to have again, repossess and enjoy as of its former estate. This provision for notice and termination shall not be construed so as to delay or supersede any specific remedy to which the Sublandlord may have recourse in this sublease.

#### **17. Compliance with Laws**

The Subtenant covenants to promptly and faithfully observe and comply with all laws, by-laws and lawful orders which touch and concern the Premises or the Subtenant's activities within the Premises.



**18. Vacant Possession**

Upon termination of the Term hereby granted, whether by effluxion of time or otherwise, the Subtenant shall deliver up vacant possession of the Premises and shall leave the Premises in a sanitary, neat, tidy, safe and empty condition free from all nuisance, debris, rubbish, stock-in-trade and pests, and, except for normal wear and tear shall ensure that the Premises are returned to the condition of the Premises prior to use and occupation by the Subtenant, and the Sublandlord may re-enter and take possession of the Premises. When vacating, the Subtenant shall remove any improvements or alterations made by the Subtenant and repair and paint all damage including patching and painting all nail holes.

**19. Governing Law**

This sublease is to be governed in accordance with the laws of British Columbia.

**20. Time is of the Essence**

Time is of the essence in this sublease.

**21. Delivery of Notices**

Any notice required to be given hereunder may be delivered or mailed and shall be deemed to be well and sufficiently given if mailed by registered mail addressed as follows:

## a) To the Subtenant:

OSVALDO RAMIREZ CASTILLO  
#367 - 485 West 8<sup>th</sup> Avenue  
Vancouver, B.C., V5Y 3Z5

and

## b) To the Sublandlord:

CITY OF VANCOUVER  
Real Estate Services  
453 West 12<sup>th</sup> Avenue  
Vancouver, B.C., V5Y 1V4

Attention: Non-Profit Negotiator

copy to:

CITY OF VANCOUVER  
Cultural Services  
453 West 12<sup>th</sup> Avenue  
Vancouver, B.C., V5Y 1V4

Attention: Cultural Planner Responsible for Cultural Tenants

and

c) To the Head Landlord:

C/O SDM Realty Advisors Ltd  
Suite 1850 - 1040 West Georgia Street  
Vancouver, B.C., V6E 4H1

SIGNED SEALED AND DELIVERED by the Subtenant and the Sublandlord in the City of Vancouver, British Columbia:

CITY OF VANCOUVER

per:

  
Authorized Signatory JOHN BRECKNER  
Real Estate Services

Date: February 2, 2015

  
Osvaldo Ramirez Castillo

Date: Jan 30th, 2015

Approved by resolution of Vancouver City Council on December 17, 2014.

This is the signatory page of a sublease between the City of Vancouver as sublandlord and Osvaldo Ramirez Castillo as subtenant concerning #367 - 485 West 8<sup>th</sup> Avenue, Vancouver, B.C., V5Y 3Z5 (the Premises).

**SUBTENANT'S UNDERTAKING  
BCS2922**

**485 West 8<sup>th</sup> Avenue  
Vancouver, British Columbia V5Y 3Z5**

**Re: Suite # 367**

I have agreed with the Sublandlord to rent this strata lot for a period of three (3) years less fifteen (15) days commencing February 1, 2015 and do jointly and severally covenant with you that I shall at all times during the period of my subtenancy comply with the provisions of the *Strata Property Act*, as amended from time to time, in so far as they affect me as subtenant and occupier of the strata lot, and the provisions of the bylaws and rules and regulations of the strata corporation as adopted from time to time in so far as they affect me as subtenant and occupier of the strata lot.

Witness:

Subtenant:

Dino D. Fonzo  
(Name)

320-507 W. Broadway  
(Address)

Vancouver, B.C.  
(Address)

Property Negotiator  
(Occupation)

Jan. 30, 2015  
(Date)

O. Ramirez Castillo  
Osvaldo Ramirez Castillo

**ARTIST STUDIO PROGRAM LEASE  
(LIVE/WORK)**

THIS LEASE dated for reference the 1<sup>st</sup> day of February, 2015 (the "Commencement Date").

**BETWEEN:**

**CITY OF VANCOUVER**  
453 West 12<sup>th</sup> Avenue  
Vancouver, British Columbia  
V5Y 1V4

(the "Landlord")

**AND:**

**COLLEEN HESLIN**  
#106 - 1202 East Pender Street  
Vancouver, British Columbia  
V6A 1W8

(the "Tenant")

**Premises:** #106 - 1202 East Pender Street, Vancouver

**Term:** Three (3) years less fifteen (15) days commencing on the Commencement Date and expiring on January 16, 2018.

**WHEREAS:**

A. The Landlord is the registered owner of premises having a civic address of #106 - 1202 East Pender Street, Vancouver, British Columbia, legally known and described as:

Parcel Identifier: 024-375-047  
Strata Lot 6 District Lot 182 Group 1 New Westminster District Strata Plan  
LMS3800, together with an interest in the common property in proportion to  
the unit entitlement of the strata lot shown on Form 1,

which lands and premises are hereinafter called the "Premises";

B. The Premises is an artist live/work studio and the Tenant is a low-income artist;

C. The Landlord, by resolution of its Council made on December 17, 2014, has resolved to award the Tenant with this lease of the Premises;

**NOW THIS INDENTURE WITNESSES THAT** in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Tenant to be paid, observed and performed, the Landlord by these presents does demise and lease the Premises

unto the Tenant and the Tenant does hereby take and rent the Premises upon and subject to the terms and conditions set out hereunder:

### **1. Term**

In consideration of the covenants and conditions herein on the part of the Tenant to be performed and observed, the Landlord hereby leases the Premises to the Tenant to have and to hold the same for and during the term of three (3) years less fifteen (15) days commencing on the Commencement Date and expiring at 11:59 pm on January 16, 2018 (the "Term"). The Tenant may not holdover or continue to occupy the Premises after January 16, 2018.

### **2. Use**

The Tenant agrees that the Premises shall be primarily occupied full time by the Tenant as its studio of artistic work but will be also be used as the Tenant's residence. Use of the Premises only as a residence or only as an artist studio is not permitted.

### **3. Rent and Security Deposit**

The Tenant agrees to pay to the Landlord monthly in advance on the first day of each month, rent in the amount of \$440.00 per month plus applicable sales taxes, provided that rent for January 2018 is only one half the monthly rent. The Tenant shall also pay to the Landlord, at the beginning of the Term, a security deposit of Four Hundred and Forty Dollars (\$440.00).

The Tenant shall pay all rent and the security deposit to:

**CITY OF VANCOUVER**  
c/o Real Estate Services  
453 West 12<sup>th</sup> Avenue  
Vancouver, British Columbia, V5Y 1V4

### **4. Taxes**

The Tenant is not required to pay real property taxes as the Premises are exempt from real property taxation. The Tenant shall pay all value-added taxes, goods and services taxes, consumption based taxes, rates, levies and assessments which are from time to time payable by the Tenant or the Landlord as a result of the rights and obligations contained in this lease.

### **5. Utilities**

The Tenant agrees to pay all charges, rates, and levies on account of utilities and services provided to the Premises including but not limited to heat, electricity, gas, water, garbage and recycling collection, telephone, cable vision, internet service, security alarm monitoring and all other expenses and outgoings incurred by the Tenant unless same are provided by the strata corporation and included within the strata maintenance fees.

## 6. Parking

If the Tenant owns an automobile the Tenant may park such vehicle in accordance with the parking rights assigned to the Premises by the strata corporation noting that there is no parking stall in the building assigned to the Premises.

## 7. Sub-Letting or Assignment

The Tenant may not assign this lease or bargain, sell or set over this lease. The Tenant may not sub-lease the Premises or license the Premises or let any third party into occupation of the Premises, PROVIDED HOWEVER the Tenant may cohabit with only one person who is a member of the Tenant's immediate family AND PROVIDED FURTHER HOWEVER if the Tenant plans to be absent from the Premises for four consecutive months or longer, the Tenant will discuss the vacancy with the Landlord to determine options for another artist to sublet or take an assignment of this lease, and if the Tenant wishes to sublease the Premises during the absence then with the Landlord's written permission the Tenant may sublet the Premises or assign this lease to another artist who is also approved in writing by the Landlord for no longer than the remaining term of this lease. The subletting party shall pay the same monthly rent payable by the Tenant, but the subletting party shall pay his or her monthly rent directly to the Landlord. The subletting party shall perform and observe all of the obligations of the Tenant herein. The Landlord shall also be a party to the sublease which shall be on terms and conditions approved by the Landlord.

## 8. Damage/Renovations to Premises:

- (a) The Tenant takes and rents the Premises on an "as is" basis. The Landlord has no cleaning or redecorating obligations.
- (b) The Tenant shall not suffer, cause or permit any damage or injury to the Premises.
- (c) No dangerous, explosive or toxic goods, chemicals, gases or implements may be stored, used or brought to the Premises except for artistic purposes.
- (d) Subject to paragraphs 9(a) and 18, the Tenant shall not carry out or cause to be carried out any additions, renovations, painting, decoration, redecoration including floor, wall and ceiling finishes or alterations to the Premises without the prior written consent of the Landlord's Director of Facilities Planning and Development and Managing Director of Cultural Services and all such work shall be wholly at the expense of the Tenant. The Tenant shall obtain all necessary permits required to carry out such work.

## 9. Repairs and Maintenance

- (a) The Tenant shall maintain the Premises in a sanitary, neat, tidy and safe condition and free from nuisance and pests at all times and in good order and condition, except reasonable wear and tear, to the satisfaction of the Landlord.
- (b) The Landlord or strata corporation, as applicable, shall be responsible for capital/life cycle replacement costs associated with the Premises including major systems and maintenance thereof, together with major repairs and maintenance of the Premises and major repairs to appliances (except for appliances not provided by the Landlord and which are the property of the Tenant or fellow occupant), except when required

by reason of the act or omission of the Tenant or his or her invitees or fellow occupant.

- (c) The Tenant shall be responsible for all costs, obligations and expenses related to the operation of and minor repairs and routine maintenance for the Premises, as well as for major maintenance and repairs and repairs to appliances required by reason of the act or omission of the Tenant or his or her invitees or fellow occupant.
- (d) Any disagreement as to whether any want of maintenance or reparation is major or minor or whether the same is required by reason of the act or omission of the Tenant or his or her invitees or fellow occupant shall be finally determined by the Landlord's Director, Facilities Operations and Managing Director of Cultural Services.
- (e) With lawful notice, the Landlord, the strata corporation or their agents may enter the Premises and view the state of repair and make such alterations and repairs as necessary. The party responsible for the costs of carrying out such repairs or alterations shall be subject to paragraphs 9(b), (c) and (d).

#### 10. Strata Corporation

- (a) The Tenant shall provide the required undertaking to the strata corporation that he or she shall abide by all of the strata corporation by-laws, which undertaking is attached to the end of this agreement.
- (b) The Tenant is not liable to pay the strata corporation maintenance fees, or any special assessments or major capital costs which are not, in the opinion of the Landlord, the result of any breaches by the Tenant and/or his or her invitees or fellow occupant, nor to reimburse the Landlord for same.
- (c) The Tenant acknowledges receiving a copy of the strata corporation by-laws and/or rules and regulations. The Tenant agrees to pay to the strata corporation all fines and levies assessed against either the Tenant or the Landlord or both, by reason of breaches of the strata corporation by-laws and/or rules and regulations which are caused or contributed to by the Tenant and/or his or her invitees or fellow occupant.
- (d) If the strata corporation demands for cause that this lease be terminated, the Landlord may terminate this lease forthwith upon notice.

#### 11. Access Devices

At the beginning of the Term, the Landlord shall provide the Tenant with one (1) set of keys, fobs or similar access devices which are required to access the Premises and, if applicable, the mailbox assigned to the Premises as well as the common entrance(s) and areas of the building in which the Premises are located (such as a parkade or garbage room). The Tenant shall be responsible to pay for any costs incurred in providing any additional key, fob or similar access device requested for use by a fellow occupant (up to a maximum of two sets total for the Premises), as well as any replacement required as a result of any such device being lost, stolen or otherwise mislaid. The Tenant shall return all sets of access devices to the Landlord at the end of the Term.

## 12. Permission to Publicize

The Tenant gives permission to the Landlord to use his or her name, photograph and photograph of his or her artistic work in publicizing the *City of Vancouver Artist Live/Work Studio Program*.

## 13. Insurance

All goods, belongings and possessions within the Premises shall be solely at the risk of the Tenant and at all times during the Term the Tenant at his or her own expense shall maintain tenant's contents insurance, as well as personal liability insurance covering the Tenant's third party liability exposure arising out of the occupation or possession of the Premises by the Tenant or his or her invitees or fellow occupant, or the activities or operations of the Tenant or his or her invitees or fellow occupant. Liability coverage is to be extended to cover liability arising out of the Tenant's commercial operations or activities in or about the Premises, the limit of such insurance shall not be less than two million dollars (\$2,000,000.00) for loss, damage, injury or death arising out of any one occurrence, and shall provide for a limit of deductibility not greater than two thousand dollars (\$2,000.00). The policy shall include All Risk (Broad Form) Tenant's Legal Liability Insurance covering the Premises to the value of five hundred thousand dollars (\$500,000) for property damage to the Premises for which the Tenant is legally liable as a result of the occupation or possession of the Premises by the Tenant or his or her invitees or fellow occupant, or the activities or operations of the Tenant or his or her invitees or fellow occupant. The policy shall also name the Landlord and the Owners, Strata Plan LMS2013 and their respective personnel as additional insureds.

The policies shall be with insurers duly authorized to carry on business in the Province of British Columbia, in a form and in amounts satisfactory from time to time and acceptable to the Landlord's Director of Risk Management and shall provide the Landlord with 60 days prior written notice of cancellation or material change resulting in reduction of coverage. Notice shall be given to the City of Vancouver, c/o Real Estate Services, Attention: Non-Profit Negotiator. Notice must identify the name of the Tenant as set out in this lease and the location or address of the Premises.

The Tenant shall deliver to the Landlord the original or a certified copy of the insurance policy in force for the time being as well as receipts or other satisfactory proof showing the premiums thereon have been paid. Although not required to do so, if the Tenant fails to adduce satisfactory proof of such coverage being in full force and effect at all times, the Landlord may secure such insurance and the Tenant shall reimburse the Landlord for the cost of same.

## 14. Release and Indemnification

The Tenant hereby releases the Landlord, and its officers, servants and agents from and agrees to indemnify and save harmless the Landlord and its officers, servants and agents from and against all costs, losses, damages, compensation and expenses of any nature whatever relating to or arising from all actions, claims, demands, suits and judgments occurring in or arising from the Tenant's occupation or possession of the Premises PROVIDED HOWEVER the Tenant's covenant to release and indemnify and save harmless the Landlord, its officers, servants and agents shall not apply to the extent that the loss, damage, injury or death is caused by negligence on the part of the Landlord, and its officers, servants or agents.



### **15. Landlord May Show Premises**

At any time during the last eight (8) months of the Term, the Landlord may issue a call for submissions for a further award, or exhibit "for let" signs on the Premises, and upon lawful notice may show the Premises to prospective tenants or their agents during normal business hours.

### **16. Breach of Covenants**

If the Tenant defaults in performing or observing any of the provisions of this lease and such default continues for a period of thirty (30) days after notice thereof to the Tenant, except for a default which to be cured with all due diligence would require a longer period, then after such longer period, or if the Tenant fails to proceed promptly after the service of such notice and with all due diligence to cure same, then the Landlord shall have the right to terminate forthwith the Term thereby granted and may lawfully enter into and upon the Premises to have again, repossess and enjoy as of its former estate. This provision for notice and termination shall not be construed so as to delay or supersede any specific remedy to which the Landlord may have recourse in this lease.

### **17. Compliance with Laws**

The Tenant covenants to promptly and faithfully observe and comply with all laws, by-laws and lawful orders which touch and concern the Premises or the Tenant's activities within the Premises.

### **18. Vacant Possession**

Upon termination of the Term hereby granted, whether by effluxion of time or otherwise, the Tenant shall deliver up vacant possession of the Premises and shall leave the Premises in a sanitary, neat, tidy, safe and empty condition free from all nuisance, debris, rubbish, stock-in-trade and pests, and, except for normal wear and tear shall ensure that the Premises are returned to the condition of the Premises prior to use and occupation by the Tenant, and the Landlord may re-enter and take possession of the Premises. When vacating, the Tenant shall remove any improvements or alterations made by the Tenant and repair and paint all damage including patching and painting all nail holes.

### **19. Governing Law**

This lease is to be governed in accordance with the laws of British Columbia.

### **20. Time is of the Essence**

Time is of the essence in this lease.

### **21. Delivery of Notices**

Any notice required to be given hereunder may be delivered or mailed and shall be deemed to be well and sufficiently given if mailed by registered mail addressed as follows:

#175727v4 - Studio 3 - Lease, Heslin  
January 29, 2015

ARTIST LIVE/WORK STUDIO  
#106 - 1202 East Pender St

a) To the Tenant:

COLLEEN HESLIN  
#106 - 1202 East Pender Street  
Vancouver, B.C., V6A 1W8

and

b) To the Landlord:

CITY OF VANCOUVER  
Real Estate Services  
Attention: Non-Profit Negotiator  
453 West 12<sup>th</sup> Avenue  
Vancouver, B.C., V5Y 1V4


copy to:

CITY OF VANCOUVER  
Cultural Services  
Attention: Cultural Planner Responsible for Cultural Tenants  
453 West 12<sup>th</sup> Avenue  
Vancouver, B.C., V5Y 1V4

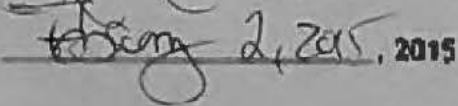
SIGNED SEALED AND DELIVERED by the Tenant and the Landlord in the City of Vancouver, British Columbia:

CITY OF VANCOUVER

per:

  
~~Authorized Signatory~~ JOHN BRECKNER  
Real Estate Services

  
Colleen Heslin

Date:  , 2015

Date:  , 2015

Approved by resolution of Vancouver City Council on December 17, 2014.

This is the signatory page of a lease between the City of Vancouver as landlord and Colleen Heslin as tenant concerning #106 - 1202 East Pender Street, Vancouver, B.C., V6A 1W8 (the Premises).

**TENANT'S UNDERTAKING  
LMS3800**

**1202 East Pender Street  
Vancouver, British Columbia V6A 1W8**

**Re: Suite # 106**

I have agreed with the Landlord to rent this strata lot for a period of three (3) years less fifteen (15) days commencing February 1, 2015 and do jointly and severally covenant with you that I shall at all times during the period of my tenancy comply with the provisions of the Strata Property Act, as amended from time to time, in so far as they affect me as tenant and occupier of the strata lot, and the provisions of the bylaws and rules and regulations of the strata corporation as adopted from time to time in so far as they affect me as tenant and occupier of the strata lot.

Witness:

s.22(1)

Tenant:

*C. Heslin*

Colleen Heslin

02 01 15

(Date)

**ARTIST STUDIO PROGRAM LEASE  
(LIVE/WORK)**

THIS LEASE dated for reference the 1<sup>st</sup> day of March, 2016 (the "Commencement Date").

BETWEEN:

**CITY OF VANCOUVER**  
453 West 12<sup>th</sup> Avenue  
Vancouver, British Columbia  
V5Y 1V4

(the "Landlord")

AND:

**DAELIK HACKENBROOK**  
#102 - 8031 Nunavut Lane  
Vancouver, British Columbia  
V5X 0C9

(the "Tenant")

Premises: #102 - 8031 Nunavut Lane, Vancouver

Rentable Area: 1,167 square feet of indoor floor area over two levels

Term: Commencing on the Commencement Date and expiring on January 16, 2018

WHEREAS:

- A. The Landlord is the registered owner of an air space parcel, legally known and described as:

Parcel Identifier: 029-767-661  
Air Space Parcel 2 District Lot 323 Group 1 New Westminster District Air Space  
Plan EPP50837,

in which is situate lands and premises having a civic address of #102 - 8031 Nunavut Lane, Vancouver, British Columbia (the "Premises");

- B. The Premises is an artist live/work studio and the Tenant is a low-income artist;
- C. The Landlord, by resolution of its Council made on December 17, 2014, has resolved to award the Tenant with this lease of the Premises;

NOW THIS INDENTURE WITNESSES THAT in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Tenant to be paid, observed and performed, the Landlord by these presents does demise and lease the Premises unto the Tenant and the Tenant does hereby take and rent the Premises upon and subject to the terms and conditions set out hereunder:

### 1. Term

In consideration of the covenants and conditions herein on the part of the Tenant to be performed and observed, the Landlord hereby leases the Premises to the Tenant to have and to hold the same for and during the term commencing on the Commencement Date and expiring at 11:59 pm on January 16, 2018 (the "Term"). The Tenant may not holdover or continue to occupy the Premises after January 16, 2018.

### 2. Use

The Tenant agrees that the Premises shall be primarily occupied full time by the Tenant as its residence but will also be used as its studio of artistic work which may include a home office. Use of the Premises only as a residence or only as an artist studio is not permitted.

### 3. Rent and Security Deposit

The Tenant agrees to pay to the Landlord monthly in advance on the first day of each month, rent in the amount of \$470.00 per month plus applicable sales taxes, provided that rent for January 2018 is only one half the monthly rent. The Tenant shall also pay to the Landlord, at the beginning of the Term, a security deposit of Two Hundred and Thirty-Five Dollars (\$235.00).

The Tenant shall pay all rent and the security deposit to:

**CITY OF VANCOUVER**  
 c/o Real Estate Services  
 453 West 12<sup>th</sup> Avenue  
 Vancouver, British Columbia, V5Y 1V4

### 4. Taxes

The Tenant is not required to pay real property taxes as the Premises are exempt from real property taxation. The Tenant shall pay all value-added taxes, goods and services taxes, consumption based taxes, rates, levies and assessments which are from time to time payable by the Tenant or the Landlord as a result of the rights and obligations contained in this lease.

### 5. Utilities

The Tenant agrees to pay all charges, rates, and levies on account of utilities and services provided to the Premises including but not limited to heat, electricity, gas, telephone, cable vision, internet service, security alarm monitoring and all other expenses and outgoings relating to the Premises immediately when due and, upon request, provide the Landlord with receipts evidencing such payment.

## 6. Parking

If the Tenant owns an automobile the Tenant may park such vehicle in stall #159 located on the P1 level of the North Building Parking Facility.

## 7. Sub-Letting or Assignment

The Tenant may not assign this lease or bargain, sell or set over this lease. The Tenant may not sub-lease the Premises or license the Premises or let any third party into occupation of the Premises, PROVIDED HOWEVER the Tenant may cohabit with only one person who is a member of the Tenant's immediate family AND PROVIDED FURTHER HOWEVER if the Tenant plans to be absent from the Premises for four consecutive months or longer, the Tenant will discuss the vacancy with the Landlord to determine options for another artist to sublet or take an assignment of this lease, and if the Tenant wishes to sublease the Premises during the absence then with the Landlord's written permission the Tenant may sublet the Premises or assign this lease to another artist who is also approved in writing by the Landlord for no longer than the remaining term of this lease. The subletting party shall pay the same monthly rent payable by the Tenant, but the subletting party shall pay his or her monthly rent directly to the Landlord. The subletting party shall perform and observe all of the obligations of the Tenant herein. The Landlord shall also be a party to the sublease which shall be on terms and conditions approved by the Landlord.

## 8. Damage/Renovations to Premises:

- (a) The Tenant takes and rents the Premises on an "as is" basis. The Landlord has no cleaning or redecorating obligations.
- (b) The Tenant shall not suffer, cause or permit any damage or injury to the Premises.
- (c) No dangerous, explosive or toxic goods, chemicals, gases or implements may be stored, used or brought to the Premises except for artistic purposes.
- (d) Subject to paragraphs 9(a) and 18, the Tenant shall not carry out or cause to be carried out any additions, renovations, painting, decoration, redecoration including floor, wall and ceiling finishes or alterations to the Premises without the prior written consent of the Landlord's Director of Facilities Planning and Development and Managing Director of Cultural Services and all such work shall be wholly at the expense of the Tenant. The Tenant shall obtain all necessary permits required to carry out such work.

## 9. Repairs and Maintenance

- (a) The Tenant shall maintain the Premises in a sanitary, neat, tidy and safe condition and free from nuisance and pests at all times and in good order and condition, except reasonable wear and tear, to the satisfaction of the Landlord.
- (b) Pursuant to a reciprocal easement agreement registered in the Land Title Office on February 16, 2016, under Nos. CA4988247 to CA4988290 (the "Easement"), the Landlord, the owner of Air Space Parcel 1 ("ASP1) or the remainder owner, as applicable, shall be responsible for capital/life cycle replacement costs associated with the Premises including major systems and maintenance thereof, together with major repairs and maintenance of the Premises and major repairs to appliances

(except for appliances not provided by the Landlord and which are the property of the Tenant or fellow occupant), except when required by reason of the act or omission of the Tenant or his or her invitees or fellow occupant.

- (c) The Tenant shall be responsible for all costs, obligations and expenses related to the operation of and minor repairs and routine maintenance for the Premises, as well as for major maintenance and repairs and repairs to appliances required by reason of the act or omission of the Tenant or his or her invitees or fellow occupant.
- (d) Any disagreement as to whether any want of maintenance or reparation is major or minor or whether the same is required by reason of the act or omission of the Tenant or his or her invitees or fellow occupant shall be finally determined by the Landlord's Director, Facilities Operations and Managing Director of Cultural Services.
- (e) With lawful notice and pursuant to the rights and obligations of each party to the Easement, the Landlord, the ASP1 owner, the remainder owner or their agents may enter the Premises and view the state of repair and make such alterations and repairs as necessary. The party responsible for the costs of carrying out such repairs or alterations shall be subject to paragraphs 9(b), (c) and (d).

#### 10. Strata Corporation - Intentionally Deleted

#### 11. Access Devices

At the beginning of the Term, the Landlord shall provide the Tenant with up to two (2) sets of keys, fobs or similar access devices which are required to access the Premises and, if applicable, the mailbox assigned to the Premises as well as the common entrance(s) and areas of the building in which the Premises are located (such as a parkade or garbage room). The Tenant shall be responsible to pay for any costs incurred in providing any additional key, fob or similar access device requested for use by a fellow occupant, as well as any replacement required as a result of any such device being lost, stolen or otherwise mislaid. The Tenant shall return all sets of access devices to the Landlord at the end of the Term.

#### 12. Permission to Publicize

The Tenant gives permission to the Landlord to use his or her name, photograph and photograph of his or her artistic work in publicizing the *City of Vancouver Artist Live/Work Studio Program*.

#### 13. Insurance

All goods, belongings and possessions within the Premises shall be solely at the risk of the Tenant and at all times during the Term the Tenant at his or her own expense shall maintain tenant's contents insurance, as well as personal liability insurance covering the Tenant's third party liability exposure arising out of the occupation or possession of the Premises by the Tenant or his or her invitees or fellow occupant, or the activities or operations of the Tenant or his or her invitees or fellow occupant. The limit of such insurance shall not be less than two million dollars (\$2,000,000.00) for loss, damage, injury or death arising out of any one occurrence, and shall provide for a limit of deductibility not greater than two thousand dollars (\$2,000.00). The policy shall include All Risk (Broad Form) Tenant's Legal Liability

Insurance covering the Premises to the value of five hundred thousand dollars (\$500,000) for property damage to the Premises for which the Tenant is legally liable as a result of the occupation or possession of the Premises by the Tenant or his or her invitees or fellow occupant, or the activities or operations of the Tenant or his or her invitees or fellow occupant. The policy shall also name the Landlord and the Landlord's personnel as additional insureds.

The policies shall be with insurers duly authorized to carry on business in the Province of British Columbia, in a form and in amounts satisfactory from time to time and acceptable to the Landlord's Director of Risk Management and shall provide the Landlord with 60 days prior written notice of cancellation or material change resulting in reduction of coverage. Notice shall be given to the City of Vancouver, c/o Real Estate Services, Attention: Non-Profit Negotiator. Notice must identify the name of the Tenant as set out in this lease and the location or address of the Premises.

The Tenant shall deliver to the Landlord the original or a certified copy of the insurance policy in force for the time being as well as receipts or other satisfactory proof showing the premiums thereon have been paid. Although not required to do so, if the Tenant fails to adduce satisfactory proof of such coverage being in full force and effect at all times, the Landlord may secure such insurance and the Tenant shall reimburse the Landlord for the cost of same.

#### **14. Release and Indemnification**

The Tenant hereby releases the Landlord, and its officers, servants and agents from and agrees to indemnify and save harmless the Landlord and its officers, servants and agents from and against all costs, losses, damages, compensation and expenses of any nature whatever relating to or arising from all actions, claims, demands, suits and judgments occurring in or arising from the Tenant's occupation or possession of the Premises PROVIDED HOWEVER the Tenant's covenant to release and indemnify and save harmless the Landlord, its officers, servants and agents shall not apply to the extent that the loss, damage, injury or death is caused by negligence on the part of the Landlord, and its officers, servants or agents.

#### **15. Landlord May Show Premises**

At any time during the last six (6) months of the Term, the Landlord may issue a call for submissions for a further award, or exhibit "for let" signs on the Premises, and upon lawful notice may show the Premises to prospective tenants or their agents during normal business hours.

#### **16. Breach of Covenants**

If the Tenant defaults in performing or observing any of the provisions of this lease and such default continues for a period of thirty (30) days after notice thereof to the Tenant, except for a default which to be cured with all due diligence would require a longer period, then after such longer period, or if the Tenant fails to proceed promptly after the service of such notice and with all due diligence to cure same, then the Landlord shall have the right to terminate forthwith the Term thereby granted and may lawfully enter into and upon the Premises to have again, repossess and enjoy as of its former estate. This provision for notice



and termination shall not be construed so as to delay or supersede any specific remedy to which the Landlord may have recourse in this lease.

**17. Compliance with Laws**

The Tenant covenants to promptly and faithfully observe and comply with all laws, by-laws and lawful orders which touch and concern the Premises or the Tenant’s activities within the Premises.

**18. Vacant Possession**

Upon termination of the Term hereby granted, whether by effluxion of time or otherwise, the Tenant shall deliver up vacant possession of the Premises and shall leave the Premises in a sanitary, neat, tidy, safe and empty condition free from all nuisance, debris, rubbish, stock-in-trade and pests, and, except for normal wear and tear shall ensure that the Premises are returned to the condition of the Premises prior to use and occupation by the Tenant, and the Landlord may re-enter and take possession of the Premises. When vacating, the Tenant shall remove any improvements or alterations made by the Tenant and repair and paint all damage including patching and painting all nail holes.

**19. Governing Law**

This lease is to be governed in accordance with the laws of British Columbia.

**20. Time is of the Essence**

Time is of the essence in this lease.

**21. Delivery of Notices**

Any notice required to be given hereunder may be delivered or mailed and shall be deemed to be well and sufficiently given if mailed by registered mail addressed as follows:

a) To the Tenant:

DAELIK HACKENBROOK  
#102 - 8031 Nunavut Lane  
Vancouver, B.C., V5X 0C9

and

b) To the Landlord:

CITY OF VANCOUVER  
Real Estate Services  
Attention: Non-Profit Negotiator  
453 West 12<sup>th</sup> Avenue  
Vancouver, B.C., V5Y 1V4

copy to:

CITY OF VANCOUVER  
Cultural Services  
Attention: Cultural Planner Responsible for Cultural Tenants  
453 West 12<sup>th</sup> Avenue  
Vancouver, B.C., V5Y 1V4

SIGNED SEALED AND DELIVERED by the Tenant and the Landlord in the City of Vancouver, British Columbia:

CITY OF VANCOUVER  
per:

  
\_\_\_\_\_  
Authorized Signatory **PATRICK MURPHY**  
Real Estate Services

  
\_\_\_\_\_  
**Daelik Hackenbrook**

Date: MARCH 2, 2016

Date: FEB 24, 2016

Approved by resolution of Vancouver City Council on December 17, 2014.

This is the signatory page of a lease between the City of Vancouver as landlord and Daelik Hackenbrook as tenant concerning #102 - 8031 Nunavut Lane, Vancouver, B.C., V5X 0C9 (the Premises).

**ARTIST STUDIO PROGRAM LEASE  
(LIVE/WORK)**

THIS LEASE dated for reference the 1<sup>st</sup> day of March, 2016 (the “Commencement Date”).

BETWEEN:

**CITY OF VANCOUVER**  
453 West 12<sup>th</sup> Avenue  
Vancouver, British Columbia  
V5Y 1V4

(the “Landlord”)

AND:

**CAROL A. YOUNG**  
#101 - 8031 Nunavut Lane  
Vancouver, British Columbia  
V5X 0C9

(the “Tenant”)

Premises: #101 - 8031 Nunavut Lane, Vancouver

Rentable Area: 830 square feet of indoor floor area over two levels

Term: Commencing on the Commencement Date and expiring on January 16, 2018.

WHEREAS:

- A. The Landlord is the registered owner of an air space parcel, legally known and described as:

Parcel Identifier: 029-767-661  
Air Space Parcel 2 District Lot 323 Group 1 New Westminster District Air Space  
Plan EPP50837,

in which is situate lands and premises having a civic address of #101 - 8031 Nunavut Lane, Vancouver, British Columbia (the “Premises”);

- B. The Premises is an artist live/work studio and the Tenant is a low-income artist;
- C. The Landlord, by resolution of its Council made on December 17, 2014, has resolved to award the Tenant with this lease of the Premises;

NOW THIS INDENTURE WITNESSES THAT in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Tenant to be paid, observed and performed, the Landlord by these presents does demise and lease the Premises unto the Tenant and the Tenant does hereby take and rent the Premises upon and subject to the terms and conditions set out hereunder:

### 1. Term

In consideration of the covenants and conditions herein on the part of the Tenant to be performed and observed, the Landlord hereby leases the Premises to the Tenant to have and to hold the same for and during the term commencing on the Commencement Date and expiring at 11:59 pm on January 16, 2018 (the "Term"). The Tenant may not holdover or continue to occupy the Premises after January 16, 2018.

### 2. Use

The Tenant agrees that the Premises shall be primarily occupied full time by the Tenant as its residence but will also be used as its studio of artistic work which may include a home office. Use of the Premises only as a residence or only as an artist studio is not permitted.

### 3. Rent and Security Deposit

On or before the Commencement Date, the Tenant agrees to pay to the Landlord monthly in advance on the first day of each month, rent in the amount of \$375.00 per month plus applicable sales taxes, provided that rent for January 2018 is only one half the monthly rent. The Tenant shall also pay to the Landlord, at the beginning of the Term, a security deposit of One Hundred and Eighty-Seven Dollars and Fifty Cents (\$187.50).

The Tenant shall pay all rent and the security deposit by way of cheque delivered to:

**CITY OF VANCOUVER**  
 c/o Real Estate Services  
 453 West 12<sup>th</sup> Avenue  
 Vancouver, British Columbia, V5Y 1V4

### 4. Taxes

The Tenant is not required to pay real property taxes as the Premises are exempt from real property taxation. The Tenant shall pay all value-added taxes, goods and services taxes, consumption based taxes, rates, levies and assessments which are from time to time payable by the Tenant or the Landlord as a result of the rights and obligations contained in this lease.

### 5. Utilities

The Tenant agrees to pay all charges, rates, and levies on account of utilities and services provided to the Premises including but not limited to heat, electricity, gas, telephone, cable vision, internet service, security alarm monitoring and all other expenses and outgoings relating to the Premises immediately when due and, upon request, provide the Landlord with receipts evidencing such payment.

## 6. Parking

If the Tenant owns an automobile the Tenant may park such vehicle in stall #158 located on the P1 level of the North Building Parking Facility.

## 7. Sub-Letting or Assignment

The Tenant may not assign this lease or bargain, sell or set over this lease. The Tenant may not sub-lease the Premises or license the Premises or let any third party into occupation of the Premises, PROVIDED HOWEVER the Tenant may cohabit with only one person who is a member of the Tenant's immediate family AND PROVIDED FURTHER HOWEVER if the Tenant plans to be absent from the Premises for four consecutive months or longer, the Tenant will discuss the vacancy with the Landlord to determine options for another artist to sublet or take an assignment of this lease, and if the Tenant wishes to sublease the Premises during the absence then with the Landlord's written permission the Tenant may sublet the Premises or assign this lease to another artist who is also approved in writing by the Landlord for no longer than the remaining term of this lease. The subletting party shall pay the same monthly rent payable by the Tenant, but the subletting party shall pay his or her monthly rent directly to the Landlord. The subletting party shall perform and observe all of the obligations of the Tenant herein. The Landlord shall also be a party to the sublease which shall be on terms and conditions approved by the Landlord.

## 8. Damage/Renovations to Premises:

- (a) The Tenant takes and rents the Premises on an "as is" basis. The Landlord has no cleaning or redecorating obligations.
- (b) The Tenant shall not suffer, cause or permit any damage or injury to the Premises.
- (c) No dangerous, explosive or toxic goods, chemicals, gases or implements may be stored, used or brought to the Premises except for artistic purposes.
- (d) Subject to paragraphs 9(a) and 18, the Tenant shall not carry out or cause to be carried out any additions, renovations, painting, decoration, redecoration including floor, wall and ceiling finishes or alterations to the Premises without the prior written consent of the Landlord's Director of Facilities Planning and Development and Managing Director of Cultural Services and all such work shall be wholly at the expense of the Tenant. The Tenant shall obtain all necessary permits required to carry out such work.

## 9. Repairs and Maintenance

- (a) The Tenant shall maintain the Premises in a sanitary, neat, tidy and safe condition and free from nuisance and pests at all times and in good order and condition, except reasonable wear and tear, to the satisfaction of the Landlord.
- (b) Pursuant to a reciprocal easement agreement registered in the Land Title Office on February 16, 2016, under Nos. CA4988247 to CA4998290 (the "Easement"), the Landlord, the owner of Air Space Parcel 1 ("ASP 1") or the remainder owner, as applicable, shall be responsible for capital/life cycle replacement costs associated

with the Premises including major systems and maintenance thereof, together with major repairs and maintenance of the Premises and major repairs to appliances (except for appliances not provided by the Landlord and which are the property of the Tenant or fellow occupant), except when required by reason of the act or omission of the Tenant or his or her invitees or fellow occupant.

- (c) The Tenant shall be responsible for all costs, obligations and expenses related to the operation of and minor repairs and routine maintenance for the Premises, as well as for major maintenance and repairs and repairs to appliances required by reason of the act or omission of the Tenant or his or her invitees or fellow occupant.
- (d) Any disagreement as to whether any want of maintenance or reparation is major or minor or whether the same is required by reason of the act or omission of the Tenant or his or her invitees or fellow occupant shall be finally determined by the Landlord's Director, Facilities Operations and Managing Director of Cultural Services.
- (e) With lawful notice and pursuant to the rights and obligations of each party to the Easement, the Landlord, the ASP1 owner, the remainder owner or their agents may enter the Premises and view the state of repair and make such alterations and repairs as necessary. The party responsible for the costs of carrying out such repairs or alterations shall be subject to paragraphs 9(b), (c) and (d).

#### 10. Strata Corporation - Intentionally Deleted

#### 11. Access Devices

At the beginning of the Term, the Landlord shall provide the Tenant with two (2) sets of keys, fobs or similar access devices which are required to access the Premises and, if applicable, the mailbox assigned to the Premises as well as the common entrance(s) and areas of the building in which the Premises are located (such as a parkade or garbage room). The Tenant shall be responsible to pay for any costs incurred in providing any additional key, fob or similar access device requested for use by a fellow occupant, as well as any replacement required as a result of any such device being lost, stolen or otherwise mislaid. The Tenant shall return all sets of access devices to the Landlord at the end of the Term.

#### 12. Permission to Publicize

The Tenant gives permission to the Landlord to use his or her name, photograph and photograph of his or her artistic work in publicizing the *City of Vancouver Artist Live/Work Studio Program*.

#### 13. Insurance

All goods, belongings and possessions within the Premises shall be solely at the risk of the Tenant and at all times during the Term the Tenant at his or her own expense shall maintain tenant's contents insurance, as well as personal liability insurance covering the Tenant's third party liability exposure arising out of the occupation or possession of the Premises by the Tenant or his or her invitees or fellow occupant, or the activities or operations of the Tenant or his or her invitees or fellow occupant. Liability coverage is to be extended to cover

liability arising out of the Tenant's commercial operations or activities in or about the Premises, the limit of such insurance shall not be less than two million dollars (\$2,000,000.00) for loss, damage, injury or death arising out of any one occurrence, and shall provide for a limit of deductibility not greater than two thousand dollars (\$2,000.00). The policy shall include All Risk (Broad Form) Tenant's Legal Liability Insurance covering the Premises to the value of five hundred thousand dollars (\$500,000) for property damage to the Premises for which the Tenant is legally liable as a result of the occupation or possession of the Premises by the Tenant or his or her invitees or fellow occupant, or the activities or operations of the Tenant or his or her invitees or fellow occupant. The policy shall also name the Landlord and the Landlord's personnel as additional insureds.

The policies shall be with insurers duly authorized to carry on business in the Province of British Columbia, in a form and in amounts satisfactory from time to time and acceptable to the Landlord's Director of Risk Management and shall provide the Landlord with 60 days prior written notice of cancellation or material change resulting in reduction of coverage. Notice shall be given to the City of Vancouver, c/o Real Estate Services, Attention: Non-Profit Negotiator. Notice must identify the name of the Tenant as set out in this lease and the location or address of the Premises.

The Tenant shall deliver to the Landlord the original or a certified copy of the insurance policy in force for the time being as well as receipts or other satisfactory proof showing the premiums thereon have been paid. Although not required to do so, if the Tenant fails to adduce satisfactory proof of such coverage being in full force and effect at all times, the Landlord may secure such insurance and the Tenant shall reimburse the Landlord for the cost of same.

#### **14. Release and Indemnification**

The Tenant hereby releases the Landlord, and its officers, servants and agents from and agrees to indemnify and save harmless the Landlord and its officers, servants and agents from and against all costs, losses, damages, compensation and expenses of any nature whatever relating to or arising from all actions, claims, demands, suits and judgments occurring in or arising from the Tenant's occupation or possession of the Premises PROVIDED HOWEVER the Tenant's covenant to release and indemnify and save harmless the Landlord, its officers, servants and agents shall not apply to the extent that the loss, damage, injury or death is caused by negligence on the part of the Landlord, and its officers, servants or agents.

#### **15. Landlord May Show Premises**

At any time during the last six (6) months of the Term, the Landlord may issue a call for submissions for a further award, or exhibit "for let" signs on the Premises, and upon lawful notice may show the Premises to prospective tenants or their agents during normal business hours.

#### **16. Breach of Covenants**

If the Tenant defaults in performing or observing any of the provisions of this lease and such default continues for a period of thirty (30) days after notice thereof to the Tenant, except

for a default which to be cured with all due diligence would require a longer period, then after such longer period, or if the Tenant fails to proceed promptly after the service of such notice and with all due diligence to cure same, then the Landlord shall have the right to terminate forthwith the Term thereby granted and may lawfully enter into and upon the Premises to have again, repossess and enjoy as of its former estate. This provision for notice and termination shall not be construed so as to delay or supersede any specific remedy to which the Landlord may have recourse in this lease.

#### **17. Compliance with Laws**

The Tenant covenants to promptly and faithfully observe and comply with all laws, by-laws and lawful orders which touch and concern the Premises or the Tenant's activities within the Premises.

#### **18. Vacant Possession**

Upon termination of the Term hereby granted, whether by effluxion of time or otherwise, the Tenant shall deliver up vacant possession of the Premises and shall leave the Premises in a sanitary, neat, tidy, safe and empty condition free from all nuisance, debris, rubbish, stock-in-trade and pests, and, except for normal wear and tear shall ensure that the Premises are returned to the condition of the Premises prior to use and occupation by the Tenant, and the Landlord may re-enter and take possession of the Premises. When vacating, the Tenant shall remove any improvements or alterations made by the Tenant and repair and paint all damage including patching and painting all nail holes.

#### **19. Governing Law**

This lease is to be governed in accordance with the laws of British Columbia.

#### **20. Time is of the Essence**

Time is of the essence in this lease.

#### **21. Delivery of Notices**

Any notice required to be given hereunder may be delivered or mailed and shall be deemed to be well and sufficiently given if mailed by registered mail addressed as follows:

- a) To the Tenant:
- Carol A. Young  
 #101 - 8031 Nunavut Lane  
 Vancouver, B.C., V5X 0C9



and

b) To the Landlord:


CITY OF VANCOUVER  
Real Estate Services  
Attention: Non-Profit Negotiator  
453 West 12<sup>th</sup> Avenue  
Vancouver, B.C., V5Y 1V4

copy to:


CITY OF VANCOUVER  
Cultural Services  
Attention: Cultural Planner Responsible for Cultural Tenants  
453 West 12<sup>th</sup> Avenue  
Vancouver, B.C., V5Y 1V4

SIGNED SEALED AND DELIVERED by the Tenant and the Landlord in the City of Vancouver, British Columbia:

CITY OF VANCOUVER  
per:

  
\_\_\_\_\_  
Authorized Signatory **PATRICK MURPHY**  
**Real Estate Services**

Date: MARCH 2, 2016

  
\_\_\_\_\_  
Carol A. Young

Date: Feb 29 2016 2016

Approved by resolution of Vancouver City Council on December 17, 2014.

This is the signatory page of a lease between the City of Vancouver as landlord and Carol A. Young as tenant concerning #101 - 8031 Nunavut Lane, Vancouver, B.C., V5X 0C9 (the Premises).