

THIS AGREEMENT dated for reference the 10th day of January, 2003

BETWEEN:

**THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 45
(WEST VANCOUVER)**, of 1075 – 21st Street, West Vancouver, British
Columbia V7V 4A9

(the “School District”)

AND:

WEST VANCOUVER ARTS CENTRE TRUST, a Society formed under the
Society Act (British Columbia), Inc. No. S-8716, of 3000 Royal Centre, 1055
West Georgia Street, Vancouver, British Columbia V6E 3R3

(the “Society”)

WHEREAS:

A. The School District is the owner of those lands and premises situate in the Municipality of West Vancouver and legally described as:

Parcel Identifier: 015-956-199
The North East ¼ of District Lot 1061 Group 1
New Westminster District; and

Parcel Identifier: 015-956-032
The North West ¼ of District Lot 1061 Group 1
New Westminster District

(together the “Lands”);

B. Situate on the Lands is West Vancouver Secondary School (the “School”);

C. The School District has agreed to allow those portions of the Lands outlined yellow on Schedule “A” (the “Arts Centre Portion”), to be renovated, added to and enhanced in order to allow the operation of an arts centre on the Arts Centre Portion as hereinafter set forth;

D. The Society and the School District wish to establish a framework for the use of the Arts Centre Portion and to describe rights and obligations with respect thereto, all as hereinafter set forth.

WITNESSES THAT in consideration of the conditions, covenants and agreements set forth herein, the parties agree as follows:

1.0 DEFINITIONS

- “Administrator”:** means the Administrator referred to in clause 4.8;
- “Agreement”:** means this Agreement and all Schedules attached to it which are hereby incorporated by reference into this Agreement;
- “Committee”:** means the joint use committee referred to in Clause 4.2.

2.0 TERM

2.1 The initial term of this Agreement shall commence on the date of substantial completion of the Arts Centre Portion, and shall continue for ten years thereafter.

2.2 Provided it is not then in default, the Society shall have the options of renewing this Agreement for up to three additional ten-year terms only on the same terms and conditions as set forth in this Agreement save for this clause 2.2. These options may be exercised by the Society’s delivery of written notice not less than six months and not more than eight months prior to the expiration of the initial term of this Agreement or to the renewal term then in existence.

2.3 If the School District wishes to close the School, the School District may terminate this Agreement during the first or any subsequent renewal. The School District will provide the Society with eighteen months’ prior notice of the School District’s intention to close the School. The parties will attempt to negotiate in good faith an alternative agreement to allow the Arts Centre to remain operating on the Lands. If no alternative agreement is reached within 6 months from such notice, the School District shall reimburse the Society, on or before 12 months prior to the proposed closing, the depreciated value (calculated at 2.5% annual, straight line) of its capital contribution to improvements to the Arts Centre Portion. This clause 2.3 shall not apply in the event of damage or destruction of either or both of the School or the Arts Centre Portion as referred to in clause 10.1.

3.0 OWNERSHIP

3.1 The School District is and shall be the legal and beneficial owner of the Lands and the School and the Arts Centre Portion.

3.2 The School District is and shall be the legal and beneficial owner of any equipment, supplies, goods and chattels in the Arts Centre Portion that were or may be supplied by the School District.

3.3 The Society is and shall be the legal and beneficial owner of any equipment, supplies, goods and chattels in the Arts Centre Portion that were or may be installed or supplied by the Society.

3.4 If either party places additional equipment, supplies, goods or chattels in the Arts Centre Portion during the term of this Agreement, that party shall notify the other party in writing in advance of sufficient particulars of the equipment, supplies, goods or chattels to permit identification.

3.5 Each of the School District and the Society shall maintain its equipment, goods and chattels in proper working order and reasonably secure. Each party has the responsibility to minimize breakage, loss and theft of the other's equipment, goods and chattels, and to inform the other in the event that any damage or loss is identified.

4.0 ADMINISTRATION OF THE ARTS CENTRE PORTION

4.1 In order to manage activities occurring in the Arts Centre Portion, the Society will be responsible for hiring and overseeing the work of an Administrator, whose responsibilities will include, but are not limited to, maintaining a booking and registration and staffing system for all events, including all School District activities scheduled to take place within the Arts Centre Portion.

4.2 The Society shall establish a joint use committee which will be comprised of the following:

- a) School Principal or designate;
- b) Secretary Treasurer of the School District or designate;
- c) Two nominees of the Society; and
- d) the Administrator.

4.3 The Administrator shall serve as the Chair but shall have no voting rights.

4.4 A quorum shall consist of three Committee members, but the Administrator shall not be counted in the quorum.

4.5 The Committee shall meet at the call of the Chair and shall meet at least two (2) times during each calendar year. One such meeting shall be in May of each year, to receive annually a report about the operation of this Agreement and to learn of proposed schedules for any School District use of the Arts Centre Portion for the subsequent year(s).

4.6 The Committee shall serve as facilitators to the Society and the School District, to offer recommendations for the two parties to consider in order to resolve issues that may arise from time to time about how the School District, through its Board, administration, faculty, staff, students, parents, clients and/or visitors, has made or intends to make use of the Arts Centre Portion.

4.7 In the event that this Agreement at any time conflicts with any significant provision of the School Act or its regulations or any applicable legislation governing the rights, powers and duties of the School District, its board or administration, the Parties will use reasonable commercial efforts to renegotiate as soon as possible the provisions of this Agreement that are in conflict such that the provisions are no longer in conflict. The same process applies if the Society's defining statutes or regulations conflict with this Agreement.

4.8 The Society shall cause the Administrator to be responsible for co-ordinating and facilitating all performing arts activities that take place in the Arts Centre Portion and will cause the Administrator to consult regularly with the School Principal, all subject to policies and procedures from time to time stipulated by the Society provided such policies and procedures are in accordance with this Agreement. The Society shall cause the Administrator to be responsible for the day-to-day operation and supervision of the Arts Centre Portion, including preserving and safeguarding the physical integrity of the Arts Centre Portion, all in accordance with this Agreement.

5.0 USE OF THE ARTS CENTRE

5.1 The Society shall cause the Administrator to follow its directions provided such directions are in accordance with this Agreement respecting use of the Arts Centre Portion and the Society shall cause the Administrator to be responsible for arranging bookings of the Arts Centre Portion. The Committee will be mindful that the Arts Centre Portion is located within a public school and as such will, without materially impairing the rights of the Society to utilize the Arts Centre Portion in accordance with this Agreement, endeavour to ensure that utilization of the Arts Centre Portion does not conflict with normal school activities. Subject to the provisions of Schedule B ("Assemblies"), the Society shall use reasonable commercial efforts to accommodate the School District where the School District requests use of the Arts Centre Portion for emergency assembly purposes. The guidelines governing the use of the Arts Centre Portion are in Schedule B, and shall be amended as agreed to in writing from time to time by the School District and the Society.

5.2 All revenues received for use of the Arts Centre Portion shall belong to the Society except revenues received for use of the Arts Centre Portion for events and activities involving School District Users as defined in Schedule B. This provision is subject to specific conditions contained in Schedule B, which may be revised by the School District and the Society in writing from time to time.

5.3 The Committee will recommend reservation schedules and associated policies and procedures to the School District and the Society for consideration.

5.4 The Arts Centre Portion shall be used only for artistic, cultural, educational, religious and civic purposes.

6.0 ACCESS

6.1 The School District shall allow the Society's employees, volunteers, invitees and agents to enter, use, and exit parking areas on the Lands, subject to such rules and regulations as set forth from time to time by the School District, and to enter, use and exit the Arts Centre Portion through the stipulated entrance thereto, subject to such rights being exercised in a reasonable and usual manner and to such rules as set forth from time to time by the School District. It is understood that the Society's access may be temporarily interrupted as a result of construction or repairs.

7.0 REPAIRS

7.1 The Society covenants and agrees at no cost to the School District as follows:

- a) To pay the cost of gas, electricity, water, and other utilities consumed or used on the Arts Centre Portion;
- b) To clean, repair and maintain the interior of the Arts Centre Portion, including without limitation all plant, equipment, machinery, and fixtures belonging to the Society therein, and the windows of the Arts Centre Portion, but not the exterior cleaning of such windows;
- c) To maintain the Arts Centre Portion in good repair subject to reasonable wear and tear, save and except as otherwise agreed in this Agreement;
- d) To maintain, clean, and upkeep the Arts Centre Portion to a reasonable standard;
- e) Not to do, suffer, or permit any act or neglect which may be or become a nuisance; and
- f) To keep the areas of the Lands immediately adjacent to the Arts Centre Portion free of any rubbish and debris originating from the Arts Centre Portion.

7.2 As owner of the facility, the School District shall, subject to the balance of this Agreement, be responsible for structural and major repair of the Arts Centre Portion.

7.3 The Society shall have the right to operate the concession area shown outlined in pink on Schedule A for the sale of only those items commonly sold in community theatres in British Columbia and not prohibited by law or bylaws. All costs related to the operation of the concession shall be paid by the Society, and all revenues received relating to the operation of the concession shall belong to the Society.

7.4 Maintenance, repair, utility and other arrangements between the School District and the Society concerning the Arts Centre Portion are contained herein and in Schedule B and will be reviewed by the Society and School District from time to time, and at least once every 12 month period of this Agreement.

8.0 FINANCIALS

8.1 All amounts payable by the Society to the School District hereunder shall accrue daily but be payable at the times set forth in this Agreement. The School District may make quarterly estimates in advance of amounts the Society is expected by the School District to pay hereunder and the Society shall pay monthly based on such quarterly estimates; and the School District shall provide once every calendar year, at a time to be agreed upon, a reconciliation between estimates and actual incurred amounts, and an adjusting payment will be made by the appropriate

party in a timely manner; or the School District may bill the Society at other intervals, as determined by the School District.

8.2 The Society and School District shall operate and pay to each other costs in accordance with this Agreement and the guidelines in Schedule B as amended from time to time.

8.3 The School District will make available for inspection by the Society, at its request, all financial records with respect to the repair and maintenance costs pertaining to the Arts Centre portion.

8.4 At the Society's request, the School District and the Society will meet within 60 days, and the School District will provide information concerning funding and expenditures relating to the general maintenance, repair and operating expenses of the School District and how these amounts relate to the Arts Centre Portion.

9.0 INSURANCE AND INDEMNITIES

9.1 The Society will maintain comprehensive general liability insurance in the amount of not less than Five Million (\$5,000,000.00) Dollars (or such higher amount as from time to time requested by the School District) against claims for personal injury, property damage and death arising out of the use or occupation of the Arts Centre Portion by the Society or groups authorized by it or claiming under it. Such insurance shall name the School District, its trustees and employees as additional insureds. The Society shall also maintain insurance on its equipment, fixtures, chattels and other property owned by it in the Arts Centre Portion and such insurance shall contain a waiver of subrogation against the School District, its trustees and employees. Such policies of insurance must contain terms and conditions and deductibles satisfactory to the School District acting reasonably.

9.2 The School District and the Society shall each provide certificates of insurance to the other Party.

9.3 The School District shall maintain at its sole cost and expense comprehensive general liability insurance in the amount of not less than Five Million (\$5,000,000.00) Dollars (or such higher amount or from time to time requested by the Society) against claims for personal injury, property damage and death arising out of the use or occupation of the Arts Centre Portion by the School District or groups authorized by it or claiming under it. Such insurance shall name the Society, its directors and employees as additional insureds. The School District shall also maintain insurance on its equipment, fixtures, chattels and other property owned by it in the Arts Centre Portion, and such insurance shall contain a waiver of subrogation against the Society, its trustees and employees. Such policies of insurance must contain terms and conditions and deductibles satisfactory to the Society, acting reasonably in its reasonable review of these provisions.

The School District shall place property insurance to cover or include the Arts Centre Portion. The nature and extent of such property insurance will be as the Secretary Treasurer of the School District determines in consultation with the Schools Protection Program or other insurance advisor.

All School District insurances may be placed through the Schools Protection Program and successor programs.

9.4 The Society agrees to indemnify and save harmless the School District and its officers, trustees, employees and agents from and against any and all claims, losses, damages, costs, judgments and expenses incurred by or asserted against the School District which may be directly or indirectly connected with or arise out of activities in or use of the Arts Centre Portion by the Society.

9.5 The School District agrees to indemnify and save harmless the Society and its officers, trustees, employees and agents from and against any and all claims, losses, damages, costs, judgments and expenses incurred by or asserted against the Society which may be directly or indirectly connected with or arise out of activities in or use of the Arts Centre Portion by the School District.

10.0 DAMAGE OR DESTRUCTION

10.1 In the event that either or both of the School or the Arts Centre Portion is substantially destroyed or damaged in any manner, the School District will apply any insurance proceeds received relating to the Arts Centre Portion to reconstruction of the Arts Centre, unless the School District and the Society agree that any insurance proceeds received relating to the Arts Centre Portion should be applied to another site, or the School District decides that any such insurance proceeds received relating to the Arts Centre Portion site should be paid to the Society. This Agreement shall then terminate but all unfulfilled obligations of the School District (save that clause 2.3 shall not apply) and the Society shall survive such termination and all amounts due or accruing due to either the School District or the Society shall be due and payable by the other party.

11.0 AUTHORITY

11.1 The School District represents and warrants that it has full authority to enter into this Agreement and to carry out the actions contemplated herein, and that it has obtained all necessary approvals and consents as may be required under the *School Act*.

11.2 The Society represents and warrants that it has full authority to enter into this Agreement and to carry out the actions contemplated herein and that all resolutions, bylaws and other preconditions to validity have been validly passed and carried out.

12.0 DISPUTE RESOLUTION

12.1 All disputes, arising out of or in connection with this Agreement or in respect of any defined legal relationship associated therewith or derived therefrom, shall be referred to and finally resolved by arbitration under the rules of the British Columbia International Commercial Arbitration Centre. The appointing authority shall be the British Columbia International Commercial Arbitration Centre. Cases shall be administered by the British Columbia International Commercial Arbitration Centre in accordance with its "Procedures for Cases under the BCICAC Rules". The place of arbitration shall be Vancouver, British Columbia, Canada. The arbitration process and results shall be confidential, final and binding.

13.0 **DEFAULT**

13.1 If the Society defaults on any of its obligations under this Agreement and fails to remedy such default within 90 days, or if the Society ceases to exist, then this Agreement shall terminate automatically.

13.2 The Society will observe the provisions of the third paragraph of the September 13, 2001 letter attached to this Agreement as Schedule C.

13.3 The School District will observe the provisions of the fourth paragraph of the September 13, 2001 letter attached to this Agreement as Schedule C.

14.0 **GENERAL**

14.1 For purposes of this Agreement, the Secretary Treasurer shall be the agent of the School District, and the President of the Society shall be the agent of the Society.

14.2 The parties agree to execute and deliver all such further documents and assurances and to do and perform all such further acts and things as may be reasonably required to carry out the terms and conditions of this Agreement according to its true intent and meaning.

14.3 Notwithstanding any statute or rule of law to the contrary, nothing in this Agreement, or in the relationship between the School District and the Society, shall create or is intended to create any relationship of partnership, trust or co-ownership between the parties.

14.4 The Society shall pay all Goods and Services Tax and other taxes applicable on amounts payable hereunder by the Society.

14.5 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns but may not be assigned by either party without the prior written consent of the other party, which may be arbitrarily withheld.

14.6 There are no representations, warranties or covenants given or intended to be given by either of the parties hereto except as expressly contained in this Agreement.

14.7 This Agreement contains the entire agreement between the parties with respect to the management, operation and maintenance of the Arts Centre and supersedes all previous communications or agreements, whether written or oral. This Agreement cannot be modified except by means of a written instrument signed by both parties to this Agreement. Either of the School District or the Society can ask the Chair of the Committee to call a meeting and the request will be placed on the agenda of the Committee. A meeting of the Committee will take place within 21 days of the request, providing the request does not occur in the months of July and August when members of the Committee might be unavailable.

14.8 If any part of this Agreement is declared or held to be invalid for any reason, such invalidity shall not affect the validity of the remainder which shall continue in force and effect and be construed as if this Agreement had been executed without the invalid portion.


14.9 The Society shall pay to the School District all amounts payable under this Agreement within 14 days following receipt of an invoice from the School District. Interest shall accrue on all amounts owing or payable hereunder by the Society at an annual simple rate of interest that is 1% greater than the annual rate of interest from time to time announced by the Bank of Montreal, 595 Burrard Street, Vancouver, B.C., as the annual simple rate of interest charged by it for demand Canadian dollar commercial loans to its most credit-worthy customers in Canada and designated as its prime rate (the "Prime Rate"). Interest shall be calculated monthly, commencing on the date due. Similarly, interest shall be payable by the School District at the Prime Rate calculated monthly on amounts payable hereunder by the School District to the Society commencing thirty (30) days form the date due.


14.10 This Agreement is to be construed according to the laws of the Province of British Columbia.

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the day and year first above written.

The Board of School Trustees of School
District No. 45 (West Vancouver)

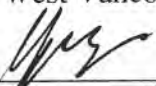
By:


Chairperson


Secretary Treasurer

The West Vancouver Arts Centre Trust

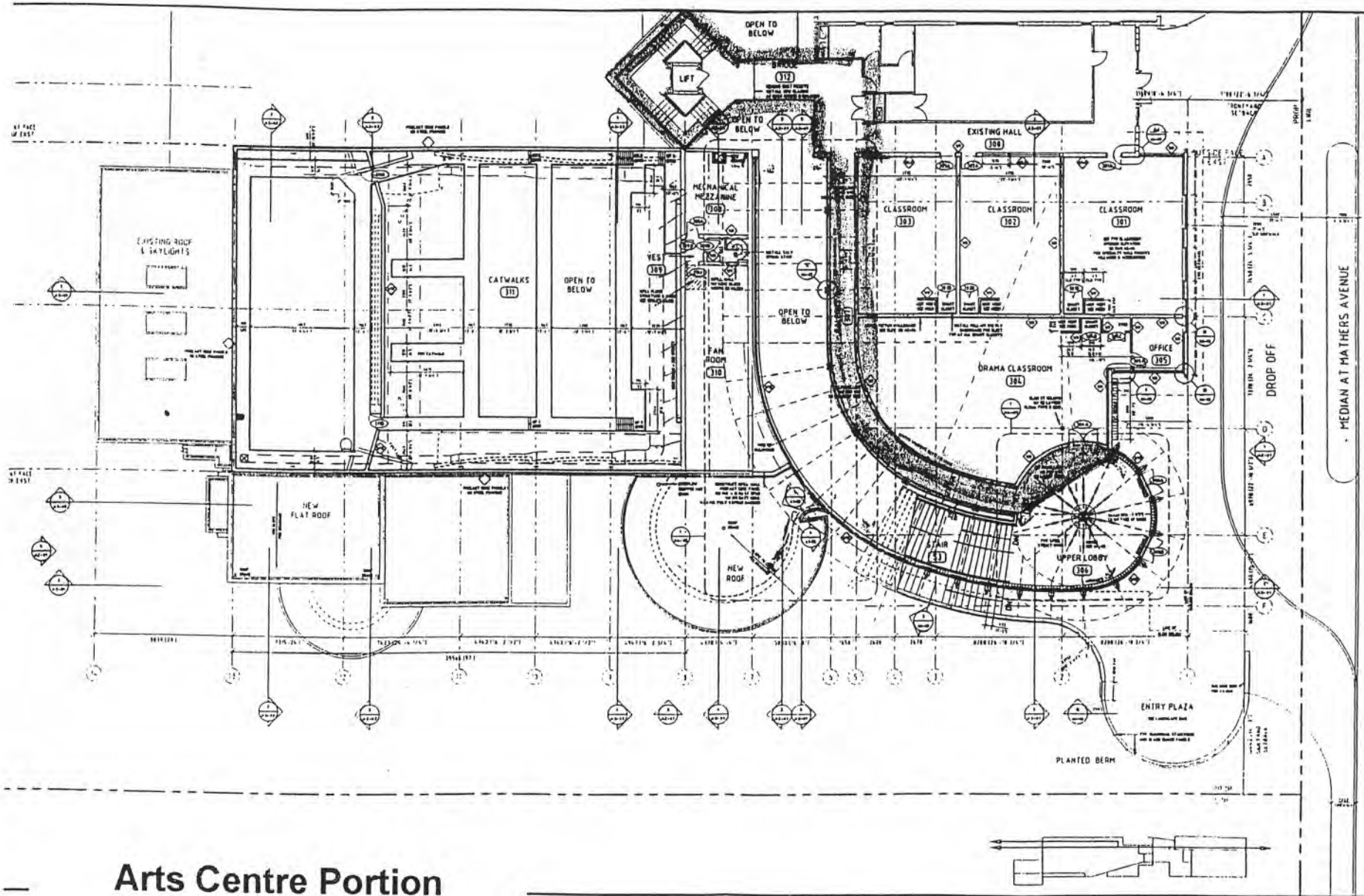
By:


Director

Chair

Director

Schedule "A"



Arts Centre Portion



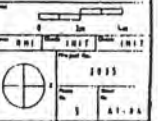
IREDALE GROUP

Architecture & Engineering
 1131 West 8th Avenue Vancouver
 BC V7M 3S2 P: 754-5700
 Fax: 754-5701

WSSS PHASE NO
 1700 MATHERS AVENUE
 WEST VANCOUVER, B.C.

SCHOOL DISTRICT NO
 40 L.S.

UPPER FLOOR PLAN





IREDALE GROUP
Architecture & Engineering
101 West 10th Street, Suite 1000
Portland, Oregon 97201
Phone: 503.228.1111
Fax: 503.228.1112
www.iredalegroup.com

DATE: 10/11/11
PROJECT: THEATRE RENOVATION
DRAWING NO: 10111-001
SCALE: AS SHOWN
SHEET NO: 1 OF 1

FOR THE ARCHITECT'S USE ONLY
DO NOT SCALE DRAWING
IF ANY CHANGES ARE MADE
TO THE DRAWING, THE ARCHITECT
MUST BE NOTIFIED IMMEDIATELY

WEST TOWN SQUARE
101 WEST 10TH STREET
PORTLAND, OREGON 97201

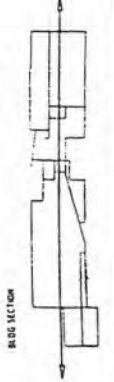
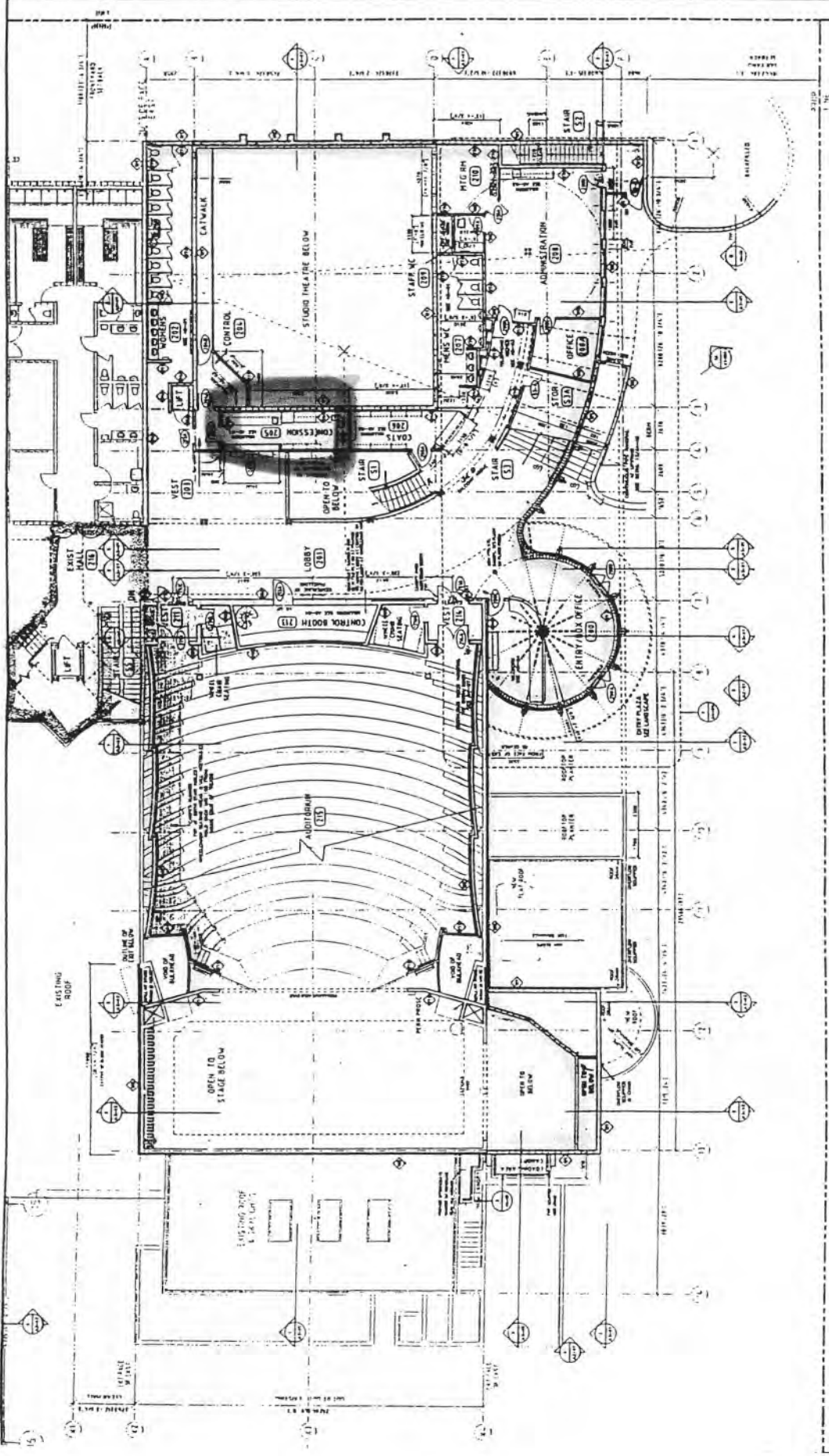
DATE: 10/11/11
PROJECT: THEATRE RENOVATION
DRAWING NO: 10111-001
SCALE: AS SHOWN
SHEET NO: 1 OF 1

WEST TOWN SQUARE
101 WEST 10TH STREET
PORTLAND, OREGON 97201

DATE: 10/11/11
PROJECT: THEATRE RENOVATION
DRAWING NO: 10111-001
SCALE: AS SHOWN
SHEET NO: 1 OF 1

WEST TOWN SQUARE
101 WEST 10TH STREET
PORTLAND, OREGON 97201

DATE: 10/11/11
PROJECT: THEATRE RENOVATION
DRAWING NO: 10111-001
SCALE: AS SHOWN
SHEET NO: 1 OF 1



LEGEND
--- EXISTING FLOOR TO REMAIN
--- NEW CONSTRUCTION



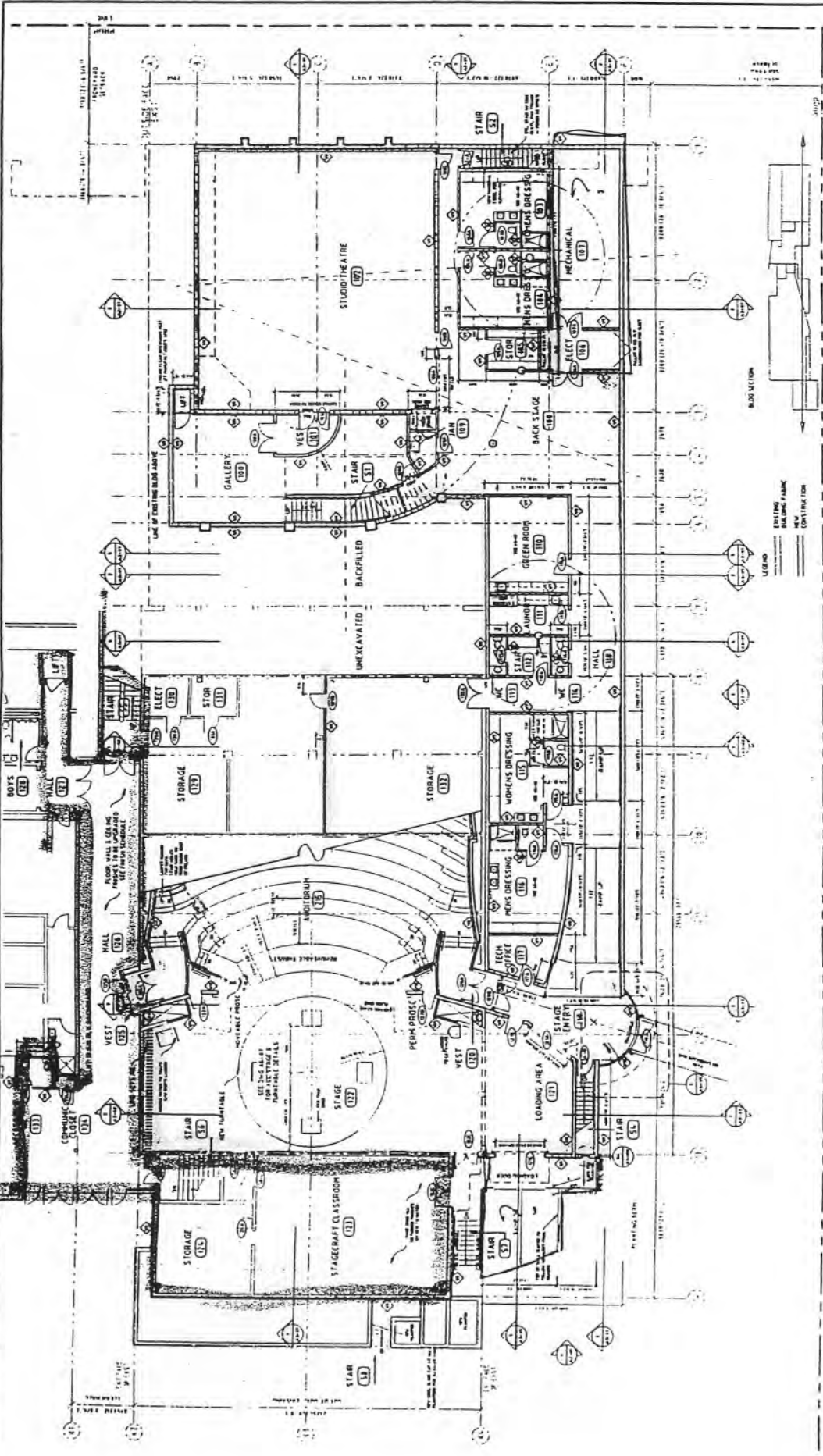
WEST ARCHITECTURE & ENGINEERING
ARCHITECTURE & ENGINEERING
1311 West 8th Avenue
Vancouver, B.C. V6H 2M6
Phone: 604-681-1111
Fax: 604-681-1112



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Architecture & Engineering
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SAY WHEEL CENTRE
FOR THE PERFORMING ARTS
1311 WEST 8TH AVENUE
VANCOUVER, B.C.

WEST ARCHITECTURE & ENGINEERING
1311 WEST 8TH AVENUE
VANCOUVER, B.C. V6H 2M6
PHONE: 604-681-1111
FAX: 604-681-1112



LEGEND
EXISTING WALLS / NEW WALLS / NEW CONSTRUCTION

BASIC SECTION

1311 WEST 8TH AVENUE
VANCOUVER, B.C. V6H 2M6
PHONE: 604-681-1111
FAX: 604-681-1112



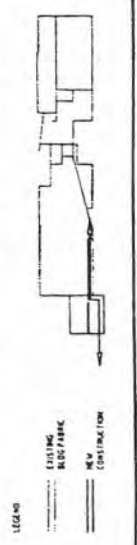
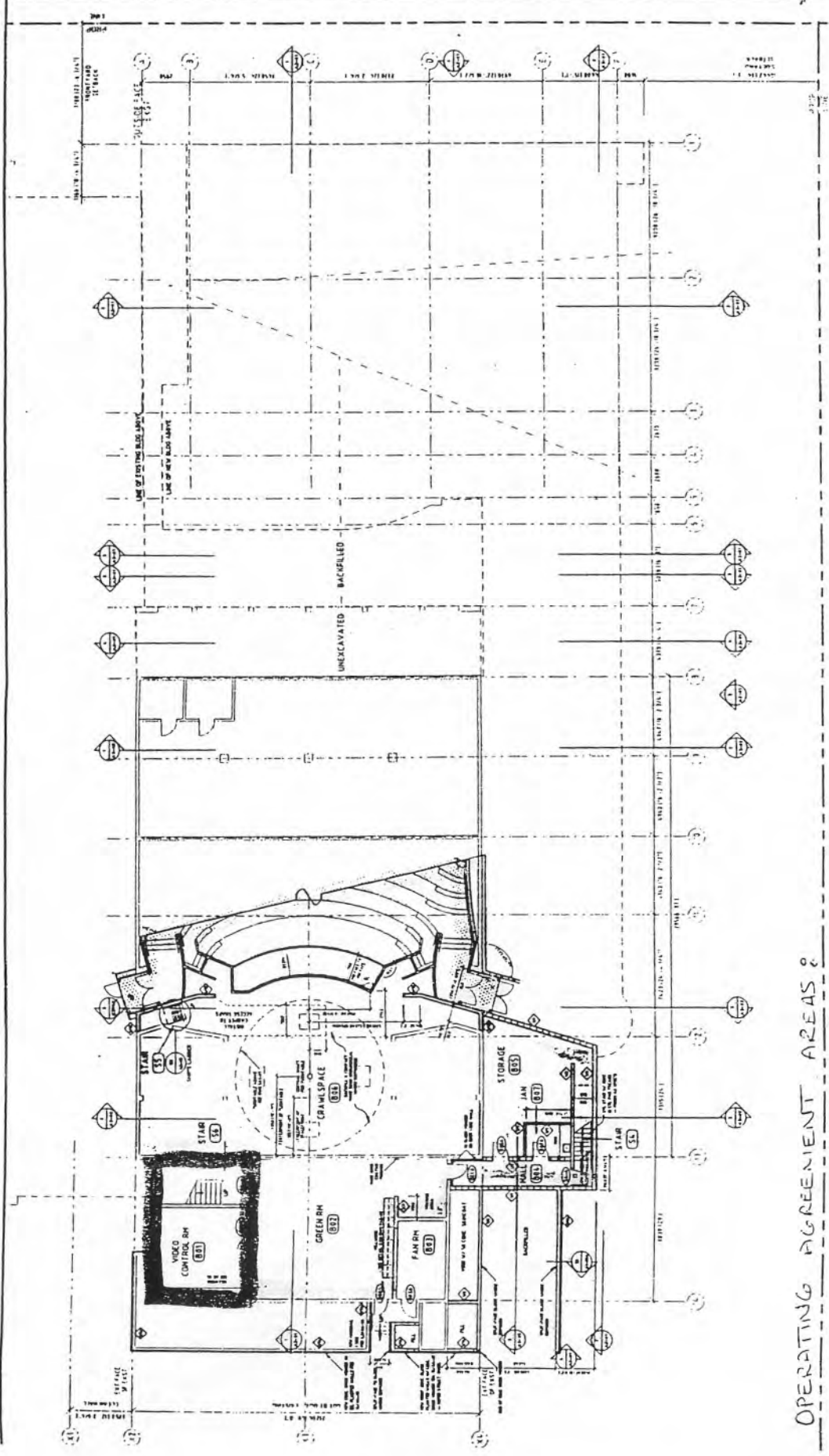
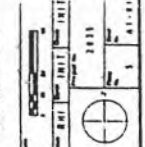
IREDALE GROUP
Architecture & Engineering

1131 West 4th Avenue, Suite 100
Portland, Oregon 97204
Tel: 503.228.1131
Fax: 503.228.1132
www.iredalegroup.com

BASEMENT PLAN

DATE: 11/11/11
PROJECT: [illegible]
DRAWING NO: [illegible]

SCALE: 1/8" = 1'-0"



OPERATING AGREEMENT AREAS?

Schedule B

Definitions:

The definitions in the Agreement dated for reference January 10, 2003 shall apply in this Schedule. Additional definitions provided herein apply to this Schedule and to the Agreement where so stated by the Agreement:

- "Schools"** - Schools within the School District
- "School Usage"** - School or Schools usage of or use by any School District Users of any part of the Arts Centre Portion
- "School District Users"** - The School, Schools, the School District, parent or educational groups permitted by the School District and other persons and bodies permitted by the School District, to use the School District's allocation of Facility Usage Booking Units "**Facility Usage Booking Units**" or "**FUBU**"
- Facility Usage Booking Units are defined as half day units. More than five hours is defined as a full day
-

General Guidelines:

General Purpose of this Schedule

- The Society and the School District recognize that the operating rules and practices agreed to in this Schedule are intended to be reviewed annually by the Committee, and any changes or amendments agreed to by a majority of the Committee will be recommended in writing to the School District and the Society and be subject to approval by the Boards of the School District and the Society.
- On an annual basis, the Committee will examine the recommendations and financial sharing formulae recommended herein and make recommendations concerning any changes to the School District and Society.
- Items for annual review will include but not necessarily be restricted to: contract service agreements between the two parties, utility cost allocations, general inflation and facility usage allocations.

Vision of Arts Centre

- The Performing Arts Centre will encourage and facilitate the involvement of residents of West Vancouver in celebrating its creative and cultural diversity. The School District's use of the facilities will expand public awareness and goodwill towards the arts.
- The vision of the parties is of a learning based institution encouraging participation in the performing, presentation and volunteering activities of the artistic community. The facility will have a focus on learning and performing.
- This vision welcomes and encourages the participation of students, teachers and families from the School District in the development and presentation of programming and performances. The facility will play an important role in the Schools' and the School District's cultural activities and the Society will be supportive of the Schools' and School District's use of the Arts Centre Portion for all appropriate activities.

Distinctness of Entities

- The Society is a distinct legal, operating and economic entity separate and apart from the School District, and as such, shall retain the ability to manage its operations independently from the School District. The Society needs to manage and direct its operations and workforce in a manner that is consistent with its programmes and obligations.

- The Society is a volunteer based organization and maintains the right to use volunteers for any activity and service that does not place the School District or its constituents at financial or legal risk.

Business Issues

- The intent of the operating expense allocations described in this Schedule is that the School District and Society each pay an amount reflective of the degree of usage of their constituents.
- The Committee shall make recommendations to the parties concerning expense allocations.
- In any year the School District, where appropriate within the School District's mandate, can waive the principle of cost sharing and assist the Society with any of its expenditures without this being construed as a permanent subsidy.
- The School District acknowledges that the Society is reliant on its ongoing fundraising activities, grants from governments and agencies and its operational activities to generate the funding necessary to operate, and must generate funding wherever it can in order to fund its activities.

Operating Guidelines:

Maintenance

- Major structural or building systems upgrades (over \$25,000) occurring after the expiration of the initial ten year term will be discussed by the parties and the parties will discuss options whereby the School District could receive financial assistance through joint efforts and participation of the Society, the District of West Vancouver and community groups.
- The School District will maintain the Arts Centre Portion to the same standard as it maintains other schools and will commit to it resources in an equitable manner consistent with its normal facilities and management practices.

Annual Booking Cycle

The booking of the Arts Centre Portion for the School District for each school year (September – June) will take place at a scheduled series of meetings at times found mutually agreeable, but in any event no later than the end of the February prior to the next school year. The School District will provide the Administrator with an annual schedule of activities and events to be as complete as possible. The Society will act reasonably to accommodate the needs of the School District where possible.

Kay Meek Theatre Pre-Christmas Booking Period

The four weeks prior to the Friday preceding the winter school vacation period shall be allocated into two 2 week blocks. Use of the 2 week block closest to such last day shall alternate each year between the School District and the Society, as will the 2 week block immediately preceding.

Theatre Use Guidelines

Use of Theatres

Theatres must be considered pristine performing spaces. They will not be used as teaching facilities unless the facility has been booked for such purposes with the prior consent of the Society, or consent is granted by the Administrator.

Assemblies

The School or School District agrees to provide the Administrator with as much notice as possible for any extraordinary or emergency event or assembly. The Society will use its best efforts to accommodate such needs of the School District. Providing there is no conflict with pre-booked activities and the School District performs any cleaning and maintenance immediately prior to its usage, the Administrator will facilitate this usage.

General Booking and House Procedures

- Prior to presentation of an event the Administrator must receive satisfactory evidence that all necessary rights to perform the event have been obtained, including without restriction, copyright or royalty permission or the event booked may be subject to cancellation.
- Where main theatre audience is anticipated to be fewer than 150 (50 for studio theatre), the Administrator reserves the right to override the booking for either theatre and refer to other site.
- Patrons must not exceed the seating capacity as established by local fire regulations.
- All students must be supervised by a sufficient number of school staff persons or designates, and doors to either theatre will not be open until such persons are present.
- All Schools must complete and return their "Front of House" form prior to their booking
- No concession sales or private consumption of food or drink shall be allowed inside either theatre.
- Groups are responsible to pick up their own belongings in lobby, stage, seating areas, dressing and green rooms, and are responsible for their safekeeping.
- In order to ensure safety, user groups will have, where appropriate, staff members or parent volunteers present at all times in the lobby, main hall and backstage areas during a performance.

School District Users

The School and School District will determine the allocation of usage between the School and other School District Users and communicate this to the Administrator through a designated person.

Annual School District FUBU

- The School District will receive the equivalent of 40 days (or 80 FUBU) use of each theatre per year
- Dress rehearsal time and technical time is included within FUBU.
- Unused allocations as at August 31 each year do not carry over to the subsequent school year.
- The School District will, where possible, consult with the Administrator and book days in efficient patterns, avoiding Friday and Saturday bookings whenever possible, thus allowing the Society to maximize its revenue producing bookings.
- The Society may, at its option provide additional FUBU's to the School District at no charge.

Cancellation

- Cancellation notice of 31-90 days - \$100 for main theatre per day (\$50 for studio theatre) per day booked.
- Notice of 30 days or less - \$250 for main theatre per day (\$150 for studio theatre) booked plus any staff commitment cost related to the booking.

Patron Capital Improvement Levy

The Society will be responsible for the maintenance and replacement of all of its equipment and will not distinguish between users. The Society shall have the right to charge a patron capital improvement fund (seat levy). This levy will be set annually by the Committee and will be applied, as regards School Usage, only to secondary school evening School Usage.

- No charge if no admission is charged to attendees or if 100% of admission charged is donated to charity.
- If a donation is charged (excluding food drives), a pre-negotiated (between the Administrator and the school) percentage will be charged.
- A fee per seat of \$1.00 based on attendance, if admission is charged, regardless of ticket price or complimentary tickets issued.

Custodial Services/Bookings

- In the first year of operations only, starting at the date of substantial completion as referred to in Section 2.1, the School District will provide at its cost custodial services required by the Arts Centre Portion to the following level: five regular daily cleaning cycles per week but the five days may be scheduled to include weekends. Any additional custodial services which the Society may request shall be invoiced to the Society, and the Society shall pay to the School District, costs for

- these additional services at the straight time wage (plus applicable wage differential) and benefits rate (WVMEA regular rates).
- Within 90 days after the first year of operations, the parties will review and negotiate the manner in which future custodial services may be provided and paid for.
 - Bookings requested for any day of the week between the hours of 12:00 p.m. midnight and 7:00 a.m. must be approved in advance, in writing, by the School District Facilities Department and will incur full charges for custodial services.

Technical Time for School Usage

- The Society will provide theatre technician time for School Usage at no charge in the first year of operations.
- Any payments paid to theatre technicians beyond the FUBU for School District users or overtime pay paid to technicians for extended time shall be invoiced directly to the appropriate School District Users.
- School District Users shall be responsible for call out or O/T fees.
- All additional hours over 8 per day shall be charged by the Society at the appropriate rate in accordance with the governing contract.
- Bookings requested any day of the week between the hours of 12pm and 7am must be approved by the Administrator and will incur full charges for technician time.
- After the first year of operations, the parties will review and negotiate the provision of technical time and payment therefor.

Offset

- The intent is that the Society's expenses for providing technical assistance to the School District for School Usage are to be comparable with the School District's expenses for providing custodial services for non-School Usage.
- This arrangement will be reviewed by the parties during the first school summer break following the opening of the facility, and adjustments to the sharing and allocation formulae will be presented to the Committee for review and recommendations.
- Any adjustments will not be retroactive.

Utilities

- Utilities costs will be monitored for and paid by the School District and charged to the Society in the manner described herein.
- This formula shall be reviewed for reasonableness annually and adjusted as mutually agreed upon.
- The Society will pay a standby charge of 40% of the utilities cost per year for the Arts Centre Portion. The School District will pay 20%. The remaining 40% will be shared based on the total bookings of the Arts Centre Portion, with the School District paying its share based on School Usage of the Arts Centre Portion (as a percentage of the total bookings) and the Society paying the balance.

Taxes

- The Society shall promptly reimburse the School District for all taxes, rates and levies, including municipal and property taxes and taxes at the date of this Agreement invoiced by local or other governments (whether or not on behalf of other taxation authorities) and like taxes, rates and levies, payable by reason of use of the Arts Centre Portion by other than School District Users and all other taxes, rates and levies payable that would not be payable "but for" use of the Arts Centre Portion by the Society under this Agreement, including by arts and community groups.

Schedule "C"



WEST VANCOUVER ARTS CENTRE



2001-09-13

Mayor Ron Wood and Council Members
District of West Vancouver
750 – 17th Street
West Vancouver, B.C.
V7V 3T3

Dear Mr. Mayor and Council,

At the September 10th meeting Council discussed the School Board's variance application with respect to the proposed construction at West Vancouver Secondary School. Councillors asked questions pertaining to traffic and parking as well as the community use of what will be named the Kay Meek Centre for the Performing Arts.

It is our understanding that members of the Municipal Staff have been assigned the responsibility to research traffic and parking issues and report back to Council. We feel that our provisions for parking and overflow on the site will go a long way to alleviating any negative impact in the local neighbourhood. As previously stated, we will support any changes deemed necessary by the Municipality with respect to parking or traffic flows on Mathers Ave, 15th Street or Inglewood Avenue. Many valuable suggestions arose in the Committee meetings and at the Council meeting on September 10th. We intend to consider these carefully.

Concerning the community use component, we are committed to making this facility a first class teaching and performance facility for the use and enjoyment of the citizens and arts groups of West Vancouver. It is our intent to encourage the formation of new groups and to work for the enhancement of those that now exist through provision of space and equipment. You will appreciate that access to the facilities will require a booking process and appropriate fees, however, we hereby provide our assurance to Council that this facility will be accessible to the whole community of West Vancouver.

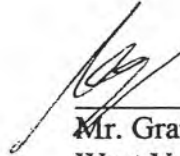
We are presently addressing what would transpire in the unlikely event that the Arts Centre Trust should no longer be able to carry on its activities of operating the Arts Centre. The Joint Use Agreement, which is currently being worked out, will contain provisions which will provide that the School Board will appoint a suitable organization to maintain the functions of the facility as a Community Centre for Performing Arts for the benefit of the citizens of West Vancouver. The School Board would expect to do this in consultation with the Municipal Council of the day.

A copy of the Proposal Agreements, correspondence with the Municipal Manager, and the April 10, 2001 Press Release (with question and answer sheet) is included with this letter for Council's review.

The Kathleen Meek Foundation, the Arts Centre Trust and the West Vancouver School Board are actively working on planning this exciting project. We appreciate the assistance rendered by Municipal Staff who are serving on various committees, and we would appreciate Council's approval of the variance application on Sept 24th.



Mr. Clive Bird, Chair
Board of School Trustees
School District #45 (West Vancouver)



Mr. Grant Weaver, Chair
West Vancouver Arts Centre Trust

CB:bd

cc: Kathleen Meek Foundation
Trustees
District Office Group