



University of Alberta Students' Union

**FINANCE
COMMITTEE**

Monday, November 28, 2016

4:00PM

SUB 6-06

AGENDA (FC 2016-10)

2016-10/1 INTRODUCTION

2016-10/1a Call to Order

2016-10/1b Approval of Agenda

2016-10/1c Approval of Minutes

2016-10/1d Chair's Business

**2016-10/1d Awards Presentation
Presented by Micheala Mann**

2016-10/2 QUESTION/DISCUSSION PERIOD

2016-10/3 COMMITTEE BUSINESS

2016-10/5 INFORMATION ITEMS

2016-10/5a Lease Agreement added to FACRA Proposal

Please see FC 16-10.01

2016-10/6 ADJOURNMENT

2016-10/6a **Next Meeting: Monday December 12, 2016 at 4:00PM.**

TERMS OF AGREEMENT

Operating Agreement

Between the University of Alberta Students' Union (the "Students' Union" or the "Landlord") and
the First Alberta Campus Radio Association (the "FACRA" or the "Tenant")

The parties agree to provide the following:

1. The Students' Union agrees to the following:

- a) To provide to FACRA two thousand three hundred and seventy (2370) square feet of space presently as Room 0-09, CJSR, in the Students' Union Building (the "Leased Premises"), at a total cost to FACRA of \$9,960.00 per annum, including utilities and custodial services. This sum is to be paid via a monthly payment of \$830 to be paid by the last day of each month. Rental rates are subject to change at any time, provided six months notice is granted, and will be based upon changes to custodial and utilities costs.
- b) To conduct reasonable administrative functions for FACRA at an initial cost of \$900.00 per annum. This sum is to be paid via a monthly payment of \$75.00 by the last day of each month in which these services are rendered. This cost will be determined each year by an estimate of costs incurred in performing agreed to administrative tasks for FACRA. FACRA retains the right to receive these services from a source other than the Students' Union.
- c) To collect, on behalf of FACRA, Students' Union fees as per the 1989 referendum, and to forward said fees to FACRA if those conditions established by the Students' Union in the Students' Union's Bylaws are met.
- d) To grant to FACRA a non-exclusive license to use the common areas of the building for all reasonable purposes directly related to its mission or objectives and with the prior approval of the Students' Union, acting reasonably, where "common areas" shall mean all lands, improvements, facilities, utilities, installations, and equipment forming part of the building, other than those parts designated by the Students' Union for leasing to tenants of the building and shall include (but not be limited to) washrooms, stairwells, and loading docks.
- e) Quiet enjoyment of the leased premises by FACRA.

2. FACRA agrees to the following:

- a) Not to reassign the space specified in 1(a) without the express written consent of the Students' Union, such consent not to be unreasonably withheld.
- b) To be responsible for all property insurance for capital assets and furniture located in the leased premises, in the event of theft, fire, and vandalism.

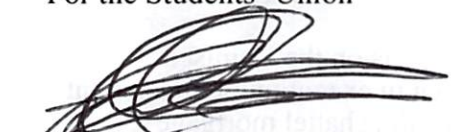
- c) To carry Liability insurance in an amount not less than \$2,000,000 and Broadcaster Liability insurance in an amount not less than \$1,000,000 which will also include legal fees. The premium and retention will be paid for in full by FACRA with proof of coverage confirmed by a certificate of insurance that includes the Students' Union as an additional insured. The policy will be endorsed to provide that 30 days prior written notice of cancellation or material change of the policy will be mailed to the Students' Union. The insurance coverage will be in place within 30 days of this contract being signed with proof of coverage provided to the Personnel Manager of the Students' Union. Proof of coverage must also be provided to the Personnel Manager of the Students' Union upon annual renewal of the insurance.
- d) To use the leased premises solely for the purpose of providing an FM Radio station and other necessarily related activities, to otherwise further the objectives of FACRA, and to do so in such a manner as to reflect fairly on the Students' Union and the University of Alberta.
- e) To keep the Leased Premises in a neat and orderly manner.
- f) To limit the number of individuals associated with CJSR to eight (8) people during hours when the building is closed, unless prior written permission is obtained from the Students' Union Vice President (Operations and Finance) or Senior Manager (Facilities & Operations). During these hours all building doors are to remain locked at all times.
- g) To not alter the Leased Premises or remove fixtures upon termination of the Agreement unless the Students' Union has first consented, such consent not to be unreasonably withheld.
- h) To follow all relevant Operating Policies of the Students' Union unless otherwise specified in the Agreement. In the event of a change in Operating Policy, the Students' Union will notify FACRA in writing.

3. Notwithstanding the articles contained herein, the following is understood by both parties:

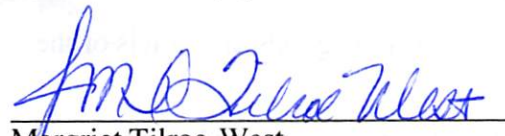
- a) The term of the lease and the license herein granted will be from September 1, 2016 until August 31, 2019, upon which time it will be reviewed with an option to renew the lease based on the similar terms and conditions.
 - b) In the event of an alteration of the fee referred to in 1(c), the Students' Union reserves the right to initiate a renewal of the lease under revised terms and conditions or terminate the lease on April 30th of the following year in which the referendum is held, and shall not be liable for any financial loss incurred by FACRA as a result of such termination.
- c) Contravention of any the "Default and Termination" conditions outlined in Schedule 'A' by FACRA may result in the termination of this agreement by the Students' Union. In this circumstance FACRA shall receive written notice of termination at least 30 days prior to the termination coming into effect.
- d) FACRA may terminate this agreement at any time, with the exception of clause 2(g), and for any reason provided it gives six months written notice.

- e) The Students' Union may terminate this agreement at any time and for any reason provided it gives six months written notice.
- f) Any article herein or portion thereof may be amended with the mutual written consent of both parties.
- g) Subject to subparagraph 1(a) and 1(b) above, all rental and lease rates are subject to change provided that the Students' Union provides six months notice.
- h) Where a dispute arises between the Students' Union and FACRA under the terms of this Agreement and this dispute cannot be settled by agreement between the two above mentioned parties, then such dispute shall be settled by arbitration by a single arbitrator, if the parties can agree on one, or by three arbitrators (one appointed by FACRA, one by the Students' Union, and one by the University of Alberta) if a single arbitrator cannot be agreed upon. Otherwise, such proceedings shall be subject to the provisions of the Arbitration Act of the Province of Alberta and amendments thereto, or such other Act or procedure as may have been substituted, the cost of which is to be borne equally by both parties.

For the Students' Union



Robyn Paches
Vice President (Operations & Finance)




Margriet Tilroe-West
Witness

For FACRA



Melanie Zaitsoff
Station Manager/Executive Director



Chad Brunet
Witness

Signed this 1st day of November 2016

Schedule 'A'

DEFAULT AND TERMINATION

The tenancy granted by this lease is expressly subject to the condition that if:

- c) the Tenant fails to pay the rent or other charges required to be paid by the Tenant hereunder although no formal demand shall have been made therefore; or
- d) the Tenant fails to observe, perform or keep any one or more of the covenants, provisions or stipulations to be observed, performed or kept by the Tenant hereunder and if such failure continues for a period of TEN (10) DAYS after notice to the Tenant of such failure,

then, in either or both of such events, the Landlord may re-enter the Demised Premises, and upon such re-entry this Agreement shall thenceforth be terminated and of no further force or effect, and no payment or acceptance of rent subsequent to the events of default hereinbefore in this clause cited shall give the Tenant the right to continued occupancy of the Demised Premises, or in any way affect the rights of the Landlord herein, or have the effect of reinstating this Lease.

The Tenant covenants with the Landlord, and it is a condition of this Lease that:

- (i) If the term hereby granted or any of the goods or chattels on the Demised Premises are at any time repossessed, seized, or taken in execution or attachment by any creditor of the Tenant, whether under bill of sale, chattel mortgage, debenture, conditional sales contract, lien, note, lease of personal property, or consignment contract; or
- (ii) If a writ of execution or replevin order issues against the goods or chattels of the Tenant; or
- (iii) If the Tenant makes any assignment for the benefit of creditors, or becoming bankrupt or insolvent takes the benefit of, or becomes subject to, any statutes that may be in force relating to bankrupt or insolvent debtors; or
- (iv) If the Demised Premises at any time during the lease term becomes vacant in consequence of the abandonment by the Tenant, or the removal of the Tenant by legal process for non-payment of rent, breach of covenant or any other cause; or
- (v) If the Tenant does not, within TEN (10) DAYS after notice in writing from the landlord, rectify or correct any non-observance or non-performance of all and every of the covenants, provisions, stipulations, and conditions contained in this Lease; or
- (vi) If any insurance policy insuring the said building of the Landlord or Tenants of the said building is cancelled or refused to be renewed by reason of the use and occupation of the Demised Premises, the Tenant shall immediately cease operations and shall be allowed up to 60 days to rectify the problem and open for business as required by this Lease; or
- (vii) If the Tenant fails to move into or take possession of the Demised Premises and open for business as required by this Lease; or

- (viii) If at any time during the term hereof, the Tenant or any other person removes or attempt to remove, without the consent in writing of the Landlord, any goods or chattels belonging to the Landlord from the Demised Premises, save and except in the ordinary course of the Tenant's business, or in the course of replacement or renovations; or
- (ix) If the Demised Premises is used by any other person or for any other purpose than as herein provided without the written consent of the Landlord, such consent not to be unreasonably withheld,

then and in every such event the Landlord shall be entitled to forthwith re-enter the Demised Premises, and upon such re-entry this Lease shall thenceforth be terminated, and be of no further force and effect, and no payment or acceptance of rent subsequent to the event of default hereinbefore in this clause cited shall give the Tenant the right to continue occupancy of the Demised Premises, or in anyway affect the rights of the Landlord herein, or have the effect of reinstating this Lease.

SURRENDER OF PREMISES ON TERMINATION

Upon the expiration of the Lease or the sooner termination of the term hereby granted, the Tenant covenants to immediately surrender and yield up possession of the Demised Premises in good repair, reasonable wear and tear only expected. The Tenant shall surrender all keys at the place then fixed for payment of rent and shall inform the Landlord of all combinations of locks, safes and vaults, if any, in the Demised Premises. The Tenant shall remove its trade fixtures and the Tenant shall repair any damage to the Demised Premises caused by the Tenant.

LANDLORD'S RIGHTS ON RE-ENTRY

The Tenant agrees that in the event the Landlord shall be entitled to re-enter and retake possession of the Demised Premises, it may use reasonable force for gaining admittance to the Demised Premises, without being liable in respect thereof or for any loss or damage occasioned thereby. The Tenant hereby expressly releases the Landlord from all actions, proceedings, claims and demands whatsoever for or in respect of any such forcible entry, or loss or damage that may be sustained by the Tenant in respect therewith, provided that such forcible entry is limited to such extent that is necessary for the Landlord to take possession of the Demised Premises and is reasonable in the circumstances.

LANDLORD'S RIGHTS ON TERMINATION

Upon the premature termination of this Lease in accordance with this Agreement:

- (i) The Landlord may re-let the Demised Premises or any part thereof;
- (ii) The Tenant shall pay to the Landlord on demand such reasonable expenses as the Landlord may incur in re-letting the Demised Premises, including legal costs, legal fees and real estate fees and commissions, and expenses of keeping the Demised Premises in good order, and of preparing the Demised Premises for re-letting;

- (iii) All rent up to and including the effective date of termination shall immediately become due; and
- (iv) The Landlord may, at its option, and in addition to any other remedies it may have hereunder, require the Tenant to pay to the Landlord as liquidated damages for default of the Tenant in the observance and performance of its covenants under this Lease, all rent and other payments reserved to be paid and remaining unpaid by the Tenant under this Lease two months from the date of termination.

LEGAL COSTS

The Tenant agrees to pay to the Landlord as additional rent all legal costs, and legal fees, on a solicitor-client basis lawfully incurred in obtaining possession of the Demised Premises upon the expiration or earlier termination of this Lease or in enforcing any covenant or agreement of the Tenant herein contained.

CUMULATIVE REMEDIES

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

NON-WAIVER

Any condonement, excusing or overlooking by a Party (the "Waiving Party") of any default, breach or non-observance by the other Party at any time or times in respect of any covenant, proviso or condition herein contained shall not operate as a waiver of the Waiving Party's rights hereunder in respect of any subsequent default, breach or non-observance nor as to defeat or affect in any way the rights of either party.