

APPORTIONMENT AGREEMENT

Made this 30 day of June, 2013.

BETWEEN:

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

(hereinafter called the "City")

- and -

THE A. SHEILA BOYD FOUNDATION.

(hereinafter called the "Foundation")

WHEREAS:

- a) The CITY (as successor to the Corporation of the Township of Verulam) and the FOUNDATION are undivided Co-owners of the premises municipally known as 21 Canal Street East, Bobcaygeon, Ontario, located in the City of Kawartha Lakes. ("the Premises");
- b) The CITY carries on the business of a Library in the Premises and currently rents space to the Bobcaygeon Chamber of Commerce;
- c) The FOUNDATION carries on the business of a Museum in the Premises;

AND WHEREAS:

- d) The FOUNDATION has a valued history of providing cultural and heritage services to the Bobcaygeon community and its citizens; and
- e) The FOUNDATION has always maintained and operated the Boyd Museum and its owned collection of artifacts and archival materials; and
- f) The CITY has a shared interest in seeing these services provided for the ongoing benefit and betterment of both residents and visitors; and

AND WHEREAS:

- g) The CITY is prepared to acknowledge that in the event that the FOUNDATION ceases to exist it will assume sole ownership of the Boyd Building at 21 Canal Street as anticipated in the drafting of the Deed; and
- h) The CITY is prepared to acknowledge that it will continue to maintain and showcase the Boyd Heritage Museum collections and archives in conjunction with the City's library services offered in the same premises; and
- i) The CITY and the FOUNDATION wish to commit to writing their agreement with respect to the payment and recompense paid by one to the other of the expenses incurred by them in carrying on their respective use of the Premises.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Payment of Expenses**

Each Party agrees to the direct payment of any operating expense specific to its singular benefit as invoiced or as can be metered individually. Further, the Foundation hereby agrees to pay only operating expenses associated with the total operation of the Premises that are not metered and invoiced individually, including, but not limited to, security system & monitoring, heating and cooling of the Premises, purchase of fuel for the heating systems, electricity, water and sewerage, repair & replacement of components of the heating & cooling system, exterior and grounds maintenance and cleaning that are not invoiced to the appropriate party according to the apportionment agreement. Each Party is responsible for the maintenance and improvement of its own occupied space. In the event that an operating expense associated with the total operation of the Premises is paid directly by the City, such an expense shall be reconciled annually.

2. **Insurance**

The City agrees to place and at all times maintain at its sole expense and for the duration of the agreement and renewal thereof, 'All Risk' Property Insurance covering

Schedule "A"

Occupant	Use Apportionment		Expense Apportionment	
	Square Feet	Percent	Square Feet	Percent
Foundation	2,051	38%	2,051	38%
City	2,449	45%	3,362	62%
Tenant	913	17%	n/a	n/a
Total	5,413	100%	5,413	100%