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. <u>Insurance</u>

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

demands of any nature or kind, by whomsoever made, which are occasioned by or attributable to the existence of this Agreement or any action taken or things done or maintained because of this Agreement, or the exercise of rights arising pursuant to this Agreement (excepting claims for damage resulting from the gross negligence of any officer, servant or agent of the other Party while acting within the scope of his or her duties or employment)

8. No Claims

Each Party agrees that it shall not have any claim or demand against the other Party for damages of any nature, however caused to the Premises, or to any person or property, on or about the Premises, unless the damage is due to the gross negligence or wrongful actions of the other Party (or any of its officials, employees, servants or agents while acting within the scope of his or her duties or employment).

9. **Notice**

Any notice required of permitted to be given by one party to the other pursuant to the terms of this Licence shall be given

To the City at: The Corporation of the City of Kawartha Lakes

26 Francis Street, P.O. Box 9000 LINDSAY, Ontario K9V 5R8 Attention: Chief Librarian

Fax: 705 878-1859

To the Foundation at: 21 Canal Street East

BOBCAYGEON, Ontario K0M 1A0

P.O. 1221

Attention: Chair, Barbara McFadzen

- (2) The above addresses may be changed at any time by giving ten (10) days written notice to the other party to this Licence.
- (3) Any notice given by one party to the other in accordance with the provisions of this License shall be deemed conclusively to have been received on the date delivered if the notice is served personally or sent by facsimile transmission or seventy-two (72) hours after mailing if the notice is mailed.

10. Amendment

No alteration, amendment, change or addition to this Agreement shall be binding on the City and/or the Foundation unless such alteration, amendment, change or addition is reduced to writing and signed by both the City and the Foundation.

11. General Matters of Intent and Interpretation

- (1) Each obligation under this Agreement is a covenant.
- (2) The headings in this Agreement are for ease of reference only and are not to be taken into account in the construction or interpretation of any provision to which they refer.
- (3) The use of the neuter singular pronoun to refer to the City or the Foundation is a proper reference even though the City or the Foundation is an individual, a partnership, a corporation or a group of two or more individuals, partnerships or corporations. The grammatical changes needed to make the provisions of this Agreement apply in the plural sense when there is more than one City or Foundation and to corporations, associations, partnerships or individuals, males or females, are implied.
- (4) Whenever a statement or provision in this Agreement is followed by words denoting including or example (such as "including" or "such as") and there is a list of, or reference to, specific matters or items, such list or reference shall not be read so as to limit to restrict the generality of such statement or provision, even though words such as "without limitation" or "without limiting the generality of the foregoing" do not precede such list of reference.

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%