

Columbia, without the prior written permission of the Region. The City may install signs during the Term bearing the City's corporate name and/or logo and provide equal and similar opportunity for the corporate name and/or logo of the Region or joint branding as may approved by both parties;

- (u) provide, maintain and replace as necessary those fixtures, furnishings and equipment for the Facilities;
- (v) enter into and administer any third-party advertising sign agreements in existence as at the Commencement Date and that may be entered into throughout the Term, including as required the installation, repair or replacement of signs.
- (w) enter into and administer any third-party use and occupancy licence agreements in existence as at the Commencement Date and that may be entered into throughout the Term; and
- (y) work cooperatively with the Region to identify and act on opportunities to reduce energy and water consumption at the Facilities in recognition that the Region is a signatory to the provincial Climate Action Charter.

### **3.3 Duty To Repair and Maintain**

In addition to the other covenants and obligations to be performed by the City hereunder, the City covenants and agrees that it will, at all times during the Term:

- (a) assume sole responsibility for the condition, maintenance, repair, and replacement of the Facilities to the extent that repair and replacement fall within Replacement and Repair Costs. The City acknowledges that the Region will not be obliged to repair, maintain, replace or alter the Facilities or any part thereof or to supply any services or utilities to the Facilities beyond those normally supplied by a regional district or municipality to a facility similar to the Facilities;
- (b) repair, maintain and keep the Facilities in a state of good repair to the same extent and in the same manner as a prudent owner would, to the extent that such work falls within the Replacement and Repair Costs, except only for reasonable wear that does not materially affect the foundations or structure of the Facilities, so that at all times throughout the Term and upon the termination of this Agreement the Facilities remain a fully operating and functioning ice rink, swimming pool, fitness centre and multi-purpose facility. Without limiting the generality of the foregoing the City will, at its sole cost and expense, (utilizing available insurance proceeds if and where applicable) repair, maintain and keep in a state of good repair and maintenance all of the Facilities including all appurtenances, equipment, fixtures, sidewalks, yards, heating, air conditioning and refrigeration equipment, water and sewer mains and connections and plumbing, electrical and gas pipes and conduits in, upon, or about the Facilities, to the same extent and in the same manner as a prudent and careful owner would do, and whether such repair and maintenance is interior or exterior, structural or non-structural, ordinary or extraordinary, foreseen or unforeseen, to the extent that such work falls within

the Replacement and Repair Costs. All repairs will be in all respects to a standard at least substantially equal in quality of material and workmanship to the original work and material in the Facilities and will meet the lawful requirements of all Statutory Authorities;

- (c) not do, suffer or permit to be done any work, replacements, alterations or improvements to the Facilities which, in the Region's opinion acting reasonably, may weaken or endanger the structure or adversely affect the condition or operation of the Facilities or diminish the value thereof;
- (d) where in the opinion of the City any Capital Costs acquisition is desirable for the better management and operation of the Facilities, propose such acquisition to the Region during the annual business and financial planning process;
- (e) without limiting the generality of this Section 3.3, promptly upon Notice by the Region, make and do all repairs and maintenance which the City is obliged to make and do pursuant to this Agreement. If the City does not complete such work within thirty (30) days of being given said Notice or where such work, because of its nature, would require more than thirty (30) days to complete the City has not, within fifteen (15) days of being given said Notice, commenced such work and thereafter promptly, effectively and continuously proceeded with the work to completion, the Region will be entitled, in addition to any other remedies available to the Region, to make and do such repairs and maintenance at the sole cost and expense of the City and to deduct the cost of the work from any monies due and owing to the City by the Region.

### **3.4 User Fees**

The City will recommend to the Central Cariboo Joint Committee User Fees for the Facility, including but not limited to access to the ice rink, swimming pool, fitness centre as well as space rentals, and for the provision of goods and services and for the purchase of recreation access passes, to be approved and ultimately adopted in a fees and charges bylaw of the Region. The Region agrees not to unreasonably withhold approval for User Fees that are the greater of (a) within 15% of the average user fees for comparable Facilities in the interior of British Columbia and (b) 3% greater than the user fees for the Facilities in the previous year of the Term. If the City wishes to increase User Fees beyond the maximum fees approved from time to time by the Region, the City and the Region will consult and negotiate in good faith, considering the objective Costs of operating the Facilities and user fees charged in comparable Facilities in the interior of British Columbia. The Region and City agree to act reasonably in this regard. In lieu of approving increased User Fees in any particular instance the Region may in its sole discretion elect to increase the Compensation to account for revenues that would otherwise be earned from the increased User Fees.

The City may from time to time establish User Fees for specific activity programs to be delivered in the Facilities, which may not be contained within the Region's fees and charges bylaw.