

Schedule "B"  
Lease Agreement

THE AGREEMENT made in triplicate this 23<sup>RD</sup> day of OCTOBER, 2017.

**BETWEEN:**

THE CORPORATION OF THE CITY OF LONDON  
(hereinafter called the "City")

OF THE FIRST PART

-AND-

PATTISON OUTDOOR ADVERTISING LP, by its general partner PATTISON OUTDOOR ADVERTISING LTD.  
(hereinafter called the "Lessee")

OF THE SECOND PART

WHEREAS the [LESSEE] wishes to provide revenue generating services through the leasing of City owned lands for advertising purposes.

AND WHEREAS [LESSEE] has submitted an offer in writing via Tender 17-99 (the "Offer") to provide revenue generating services through the leasing of City owned lands for advertising purposes for the City of London;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants herein contained, the parties hereto covenant and agree, each with the other, as follows:

**1.0 SERVICES**

The City hereby retains the Lessee to provide revenue generating services through the leasing of City owned lands for advertising purposes and the Lessee agrees to provide the services in accordance with the offer submitted through Tender 17-99 which shall be deemed to form part of this Agreement.

**2.0 TERM**

This Agreement shall commence January 1, 2018 for a five (5) year period and the City reserves the right, at its sole discretion, to renew the contract for up to two (2) additional five (5) year periods.

In determining whether to renew the contract, the City will consider the following, but will not be limited to, revenue, service and quality of grounds keeping.

**3.0 SCOPE OF SERVICE**

The Lessee shall be responsible for the following:

- a) Selling of advertising to firms and organizations, including preparation of art work, construction of the signage and processing of contracts;
- b) Placement of signage in the areas listed in Schedule "A" attached;
- c) Completion of all interaction, servicing, processing and customer service handling and related tasks with sign advertisers for the contract period.

**4.0 PAYMENT**

- 4.1 The Lessee agrees to pay the City one hundred twenty five thousand one hundred and eighty dollars (\$125,180.00) per annum for each of the first three years of the Term and one hundred thirty eight thousand seven hundred thirty dollars (\$138,730.00) per annum for each of the last

*NDS  
NE*

two years of the Term, as more particularly described on Schedule B. The lessee shall pay the City quarterly installments on January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup>, October 1<sup>st</sup> for each year of the agreement.

#### 4.2 TAXES

HST – Extra

The Lessee shall pay to the City the fees for all signs set out in Schedule B, attached hereto, plus HST, where applicable, for the rights and privileges granted herein.

#### 4.3 PROPERTY TAXES

The Lessee shall pay any valid tax, fee, or any business or realty tax imposed by any Governmental Authority properly payable with respect to the Lessee's Signs and sign structures on City lands.

### 5.0 TERMS AND CONDITIONS

#### 5.1 CANCELLATION

- a) Termination by City. The City may terminate this Agreement in its entirety, or on a single location, and require that the Lessee vacate a single location or all premises by providing ninety (90) days written notice to the Lessee, without prejudice to any other remedy that City may have, upon the occurrence of any of the following:
- i) Nonpayment. Lessee fails to pay or cause to be paid by any amount that has become due and payable by it within ten (10) days after notice of such failure;
  - ii) Material breach. Lessee defaults in the performance of, or fails to perform, any of its material obligations under this Agreement, and after thirty (30) day's written notice and an opportunity to cure, such breach or failure is not cured; and
  - iii) Insolvency. Lessee becomes insolvent, or fails generally to pay its debts as they become due, or admits in writing its inability to pay its debts as they become due, or makes a general assignment for the benefit of creditors; commences any case, proceeding or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of itself or its debts or assets, or adopts an arrangement with creditors, under any bankruptcy, moratorium, rearrangement, insolvency, reorganization or similar law of Canada or any Province thereof for the relief of creditors or affecting the rights or remedies of creditors generally.

#### 5.2 USE

The Lessee shall use the Premises for the purposes of erecting, operating, selling advertising and maintaining Billboard advertising structures and for no other purpose.

The Lessee shall ensure:

- a) The use of the Premises shall at all times during the term of this Agreement comply with the City of London Sign and Canopy By-Law No. S. 3775-94 as amended from time to time;
- b) That no changes or alterations shall be made to the Premises unless written permissions is granted by the City and;
- c) That nothing shall be done, omitted, or permitted by the Lessee at the Premises which shall be or result in a nuisance;
- d) That all advertising sign structures will be removed and the Premises repaired to original condition upon completion of the term, including any renewal term, as provided herein.

NDS  
NC

5.3 LESSEE'S RESPONSIBILITIES

- a) The Lessee shall, at its own expense, install, operate, maintain and repair the Billboard Advertising Structures in a first class and workmanlike manner.
- b) The Lessee shall maintain the existing landscaping at all locations.
- c) The Lessee shall ensure that all advertising contained in the Billboard Advertising Structures will not:
  - i) convey any religious messages;
  - ii) present demeaning or derogatory portrayals of individuals or groups
  - iii) contain anything which, in the light of generally prevailing community standards, is likely to cause offence; or
  - iv) convey any political message;
- d) The Lessee shall maintain the subject lands in a good state of repair and not make any alterations without the written consent of the City.
- e) The City, at its absolute discretion, reserves the right to disallow signage if it is deemed not to be in the best interest of the community. If the City, at its sole discretion, considers any of the advertising to contravene the provisions of this section, the City shall notify the Lessee in writing and the Lessee shall remove the advertisement in question forthwith.
- f) The Lessee shall ensure that all advertising contained in the Billboard Advertising Structures shall be subject to the confines of the regulations established by the Advertising Standards Council of Canada.

5.4 MUNICIPAL RESERVE FOR PRIVILEGE SPACE

- a) For every electronic billboard installed, the Lessee shall provide the City with at least five percent (5%) of ad space (the "Privilege Space") free of charge for each hour, 24/7. For greater clarity, the Lessee shall provide to the City a maximum of three (3) minutes of Privilege Space per hour, every hour, each day, at no media cost to the City. This Privilege Space will be reserved for Municipal use, which may be used to promote City programs, partners, community groups, events and display real-time public announcements such as Amber Alerts and emergency service messaging.
- b) Artwork and production on municipal Privilege Space is the sole responsibility and cost of the City. The Privilege Space is to be used within the calendar year and cannot be carried over into subsequent years. Privilege Space not used within the calendar year will be forfeited by the City without penalty or cost to the Lessee.
- c) The City shall notify the Lessee, in writing, five (5) business days prior of its intention to occupy the Privilege Space provided by the Lessee (the "Advertising Notice Period"). This Advertising Notice Period shall not apply to any emergency messaging services.

5.5 INSURANCE & INDEMNITY

The Lessee shall defend, indemnify and save harmless the City its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Lessee, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Agreement. This

NAB  
NC

indemnity shall be in addition to and not in lieu of any insurance to be provided by the Lessee in accordance with this Agreement, and shall survive this Agreement.

Throughout the term of this Agreement, the Lessee shall obtain and maintain the insurance shown below and shall provide that this insurance will not be cancelled or permitted to lapse unless the insurer notifies the Chief Administrative Officer in writing at least thirty (30) days prior to the date of cancellation or expiry:

- a) Third Party Liability insurance in a form satisfactory to the City's Manager, Risk Management including contractual liability, non-owned automobile liability, employer's liability, and owners' and contractors' protective insurance coverage, severability of interests and cross liability clauses; such policy will cover all use and occupation of the Lands by the Lessee and include the City as additional insured, as their interests may appear with respect to the Lessee's obligations under this Lease and in an amount not less than Five Million Dollars (\$5,000,000.);
- b) Automobile liability insurance for an amount not less than two million dollars (\$2,000,000) in a form satisfactory to the Manager, Risk Management covering all vehicles used in any manner in connection with the performance of the terms of this Agreement.
- c) The Lessee shall carry tenant's legal liability insurance coverage on the leased land in the amount of not less than \$100,000.00 for each site.
- d) The Lessee shall carry Advertisers Liability insurance coverage on the leased land in the amount of not less than \$100,000.00.
- e) Standard all risk tenants legal liability insurance covering the buildings and personal property of the City in an amount not less than the full replacement cost value and such other extensions as may be required by the City from time to time;
- f) The Lessee shall not do, omit to do, or permit to be done or omitted to be done in or on the Lands anything that may void coverage under or increase the premiums on the property insurance policies carried by the Lessee or any other Tenant or Landlord on the Lands;
- g) The insurance described in (a) to (e) above will not be cancelled or permitted to lapse unless the insurer notifies the City in writing at least thirty (30) days prior to the date of the cancellation or expiry. The Lessee will provide that evidence of such insurance shall be delivered to the City promptly at inception of this Agreement and thereafter prior to the insurance renewal date.

#### 5.6 WORKPLACE SAFETY & INSURANCE BOARD

- a) The Lessee agrees to maintain their WSIB account in good standing throughout the contract Term period.
- b) The City shall require the Lessee to produce a Clearance Certificate from WSIB from time to time during the contract Term upon request.

Failure to satisfactorily meet these conditions relating to insurance shall be deemed a breach of this agreement.

#### 5.7 GENERAL

- a) The City or any authorized agent or servant of the City shall have the right at any reasonable time, without notice, to enter and inspect the Premises.
- b) The Lessee acknowledges and agrees that the City shall, at its sole discretion, have the right at any time and with notice to the Lessee, remove a Billboard Advertising Structure if it is deemed, in the discretion of the City, to be hazardous.
- c) The Lessee shall obey and observe all laws, by-laws and regulations of the City, the Province of Ontario and the Government of Canada.

NAB  
NE

- d) This Agreement shall not intend to and shall not be construed to vest in the Lessee or anyone employed by the Lessee under this Agreement any title or property rights in the real estate.
- e) The Lessee is granted so far as the City has power to grant the same and to no greater or other extent, and no member or officer of the City, whether or not a party of this agreement, shall in any way be personally responsible to the Lessee or otherwise, under this Agreement.
- f) This Agreement and the privileges contained herein shall not be assigned or subleased by the Lessee without the prior written consent of the City, which consent may be unreasonably withheld.
- g) Any notice delivery or payment to the City may be delivered personally to the City or sent by prepaid mail addressed to the City at:

The Corporation of the City of London  
 Attn: Realty Services  
 300 Dufferin Avenue  
 P.O. Box 5035  
 London, ON  
 N6A 4L9

Any notice delivery to the Lessee may be sent by prepaid mail addressed to the Lessee at:

Pattison Outdoor Advertising LP  
 Attn: Director, Leasing & Development  
 2700 Matheson Blvd E.  
 West Tower Suite 500  
 Mississauga, ON  
 L4W 4V9

Any notice required to be given to the City or the Lessee under this Agreement shall be sufficiently given if delivered or mailed postage prepaid to the addresses above. Such notice shall be deemed to have been received on the date of its delivery or in the case of mailing, three (3) business days after it was delivered to the post office.

- h) The Lessee and the City agree that each of them shall, upon reasonable request of the other, do or cause to be done all further lawful acts, deeds and assurances whatever for the better performance of the terms and conditions of this Agreement.

#### 5.8 SAFETY REQUIREMENTS

The Lessee shall adhere to the following requirements:

- a) The Lessee shall perform all work and deliver all services under this Agreement in accordance with requirements of the Ontario Occupational Health and Safety Act and applicable Regulations and their safety policy and procedures. Should circumstances of the job site render the Lessee unable to comply with these requirements, the Lessee shall immediately notify your City of London contract representative.
- b) The Lessee shall ensure the company's management, supervisors and employees are trained, qualified and possess the necessary certifications to perform all work and deliver all services in compliance with any federal, provincial and municipal regulatory codes, acts, laws and by-laws (ie. this may include training in Workplace Hazardous Material Information System, First Aid, etc)
- c) The Lessee shall maintain, at the job site, MSDS for all hazardous materials and controlled products taken onto the job site.

NAB  
 NC

- d) The Lessee shall ensure that containers for any hazardous materials or controlled products used or stored on City of London premises are labeled in accordance with requirements of the Ontario Workplace Hazardous Materials Information System Regulation, and if used for containment of flammable liquids, conform to the requirements pertaining to flammable liquids handling and storage as set out in the Ontario Industrial Establishments Regulation and the Ontario Construction Projects Regulation, as applicable. All hazardous materials or controlled products will be removed from the site following completion of this Agreement, or sooner where practical and possible.
- e) In the event of any dispute between the Lessee and the City with respect to the Lessee's conformance with any contractual requirement respecting safety, the Lessee agrees that a determination of conformance shall be made by the City, in its sole discretion.
- f) The Lessee may be asked to complete the City of London Lessee Safety Checklist Pre-Construction/Pre-Work Meeting, prior to commencing with construction or maintenance projects.

5.9 DISPUTES

In cases of disputes as to whether or not the service tendered meets the conditions in the accepted tender, the decision of the Manager of Purchasing and Supply for the City shall be final and binding on all parties.

5.11 GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with Ontario Law.

WITNESS my hand and seal at London, Ontario this \_\_\_\_\_ day of \_\_\_\_\_.

IN WITNESS WHEREOF the Company has affixed its corporate seal, attested by the hands of its daily authorized officers this 23<sup>rd</sup> day of OCTOBER, 2017.

Witness:



PATTISON OUTDOOR ADVERTISING LP, by its general partner PATTISON OUTDOOR ADVERTISING LTD.

PER: 

NAME: NICK DI BONA

TITLE: DIRECTOR, LEASING & DEVELOPMENT

*I/We Have the Authority to Bind the Corporation*

IN WITNESS WHEREOF the Corporation of the City of London has hereunto caused to be affixed its Corporate Seal attested by the hands of its proper signing officers pursuant to the authority contained in By-Law No. \_\_\_\_\_ of the Council of the Corporation of the City of London passed the \_\_\_\_\_ day of \_\_\_\_\_,

THE CORPORATION OF THE CITY OF LONDON

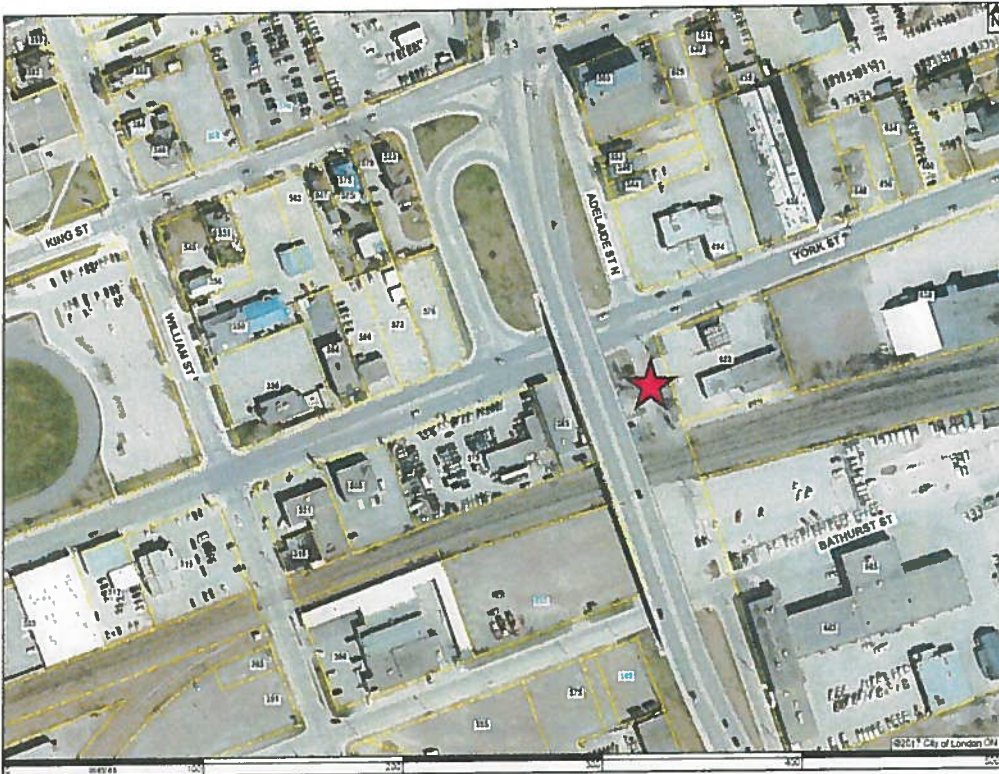
\_\_\_\_\_  
Matt Brown, Mayor

\_\_\_\_\_  
Catharine Saunders, City Clerk



**SCHEDULE "A"**

**Location 1 – S/S York St 5m E/O Adelaide**

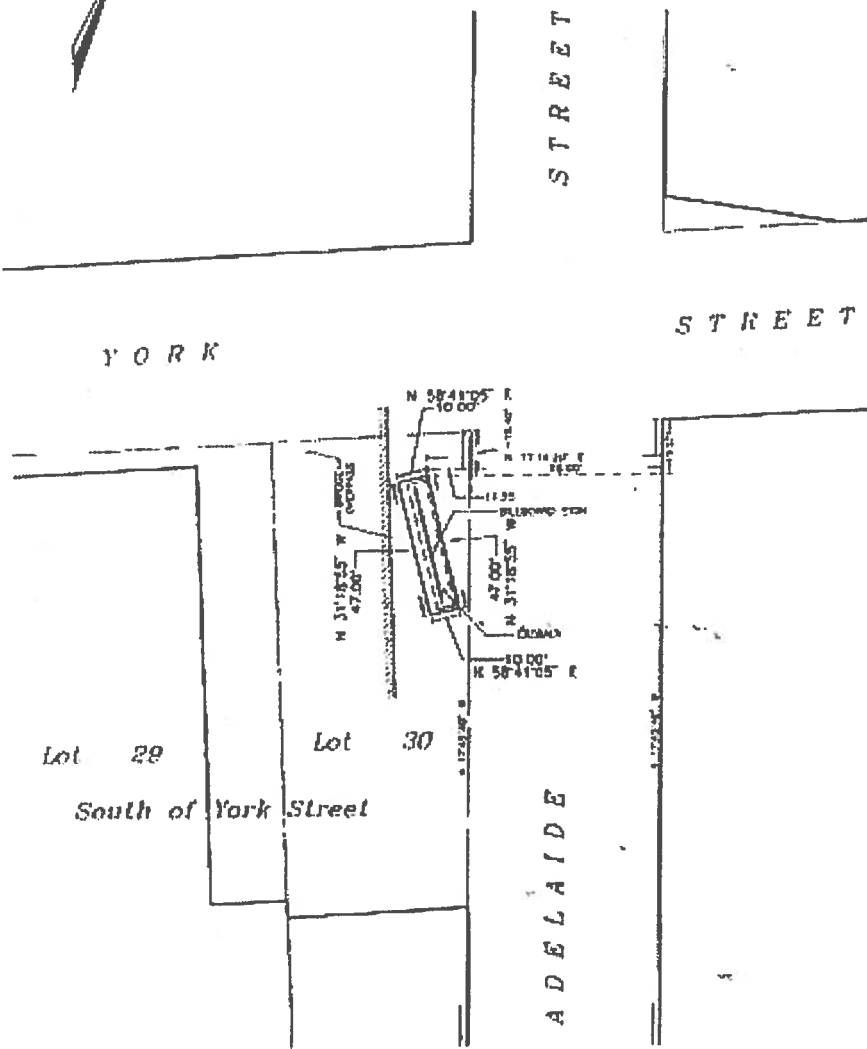
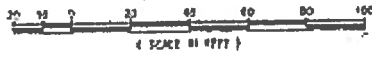


**Location 1 – Reference Plan**

400  
NE

SKETCH  
SHOWING THE  
BILLBOARD SIGN  
AT THE  
SOUTHWESTERLY CORNER  
OF THE INTERSECTION OF  
ADELAIDE STREET AND YORK STREET  
BY THE  
CITY OF LONDON  
COUNTY OF MIDDLESEX  
SCALE 1" = 40'

LOCATION No. 1

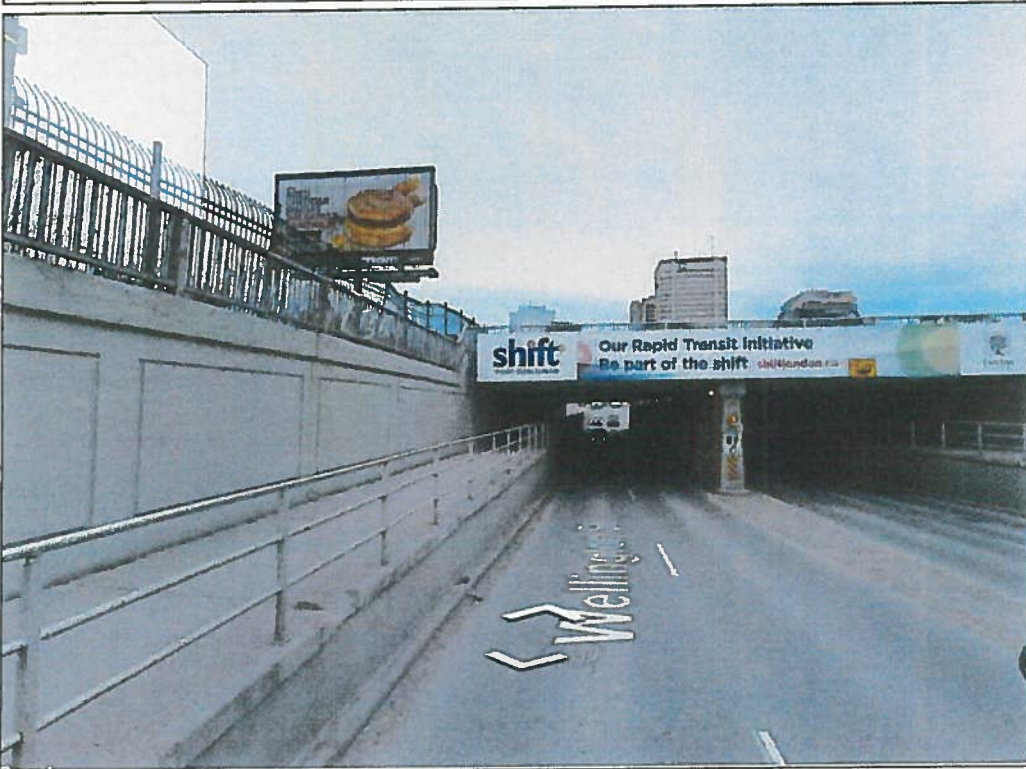


FARNCOMB, KIRKPATRICK & STIRLING  
SURVEYORS LTD.  
ONTARIO LAND SURVEYORS  
211 Woodville Road North  
London, Ontario N6J 2M8  
Phone (519)460-2427 Fax (519)460-2127  
T.C. No. 99-011

MDS  
NE



Location 2 – W/S Wellington 2m N/O Bathurst



Location 2 – Reference Plan

MBS  
NC





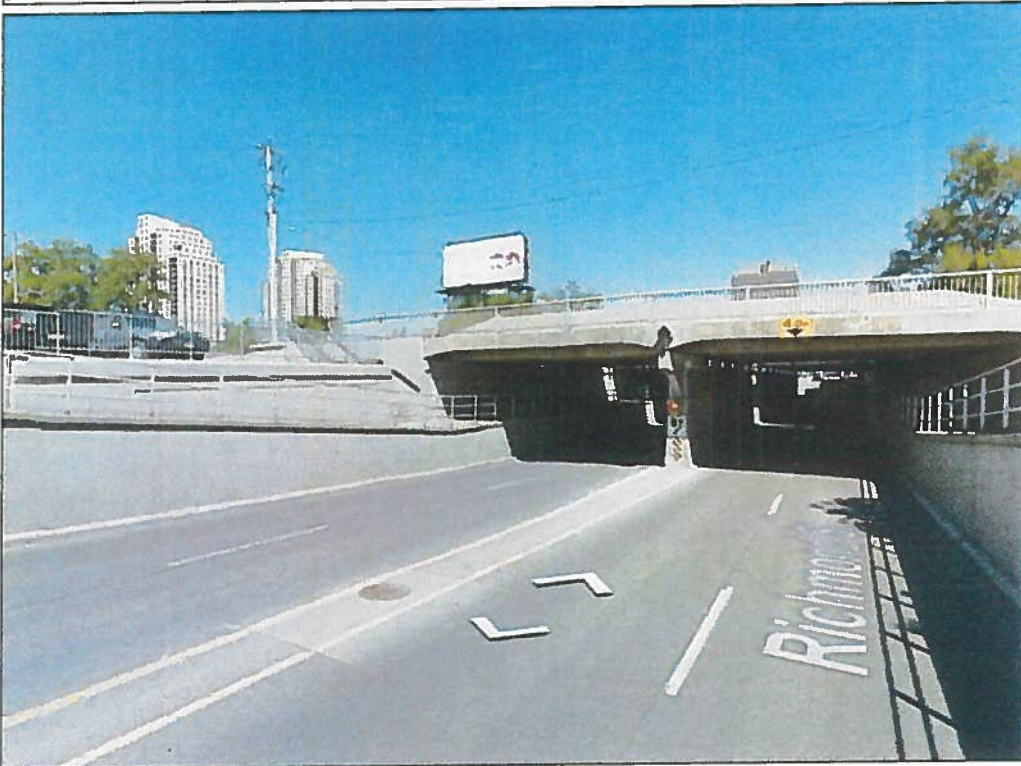


Location 3 – Reference Plan

2025  
NC

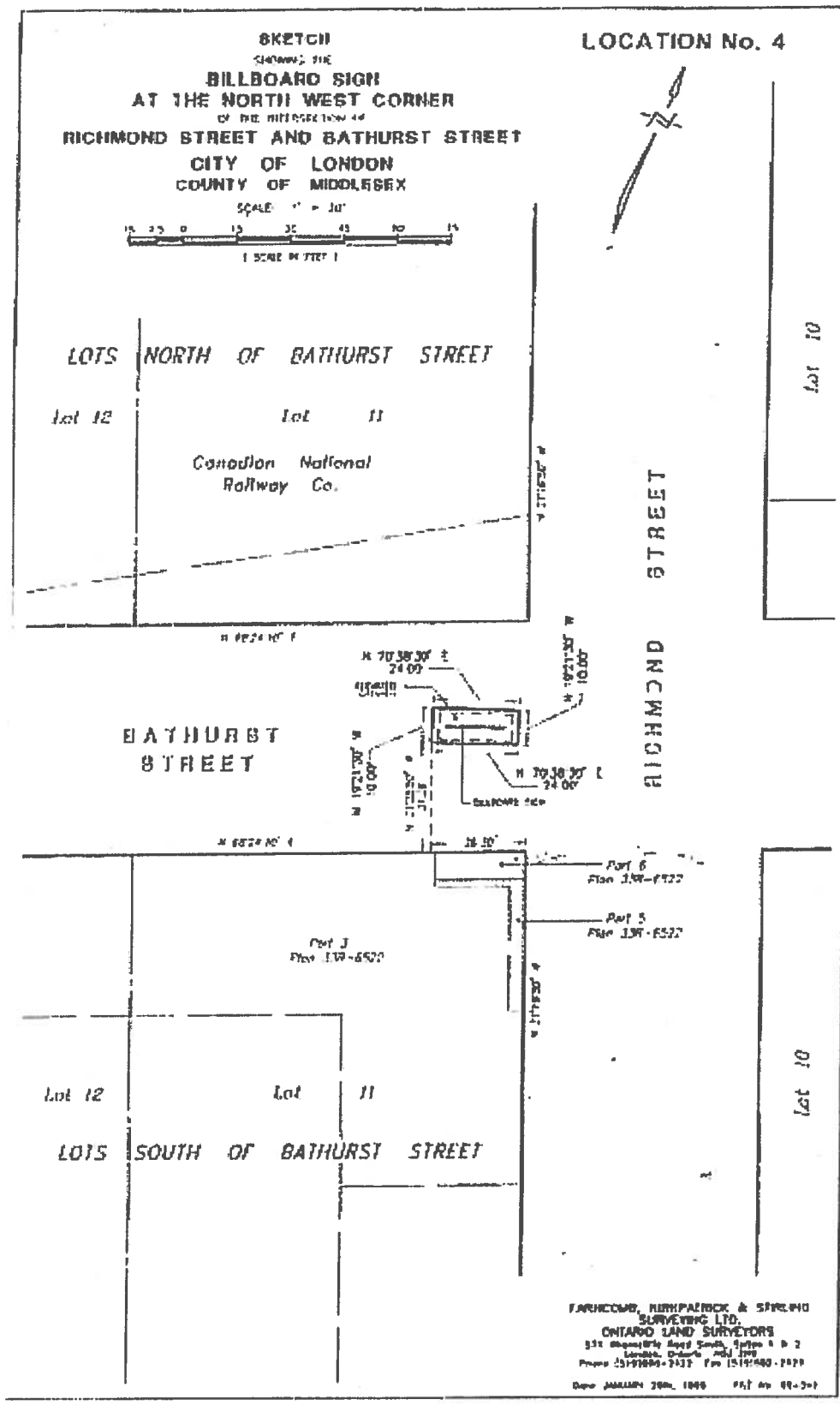






Location 4 – Reference Plan

*WCB*  
*RF*



Location 5 – E/S Wellington 2m S/O Bathurst

*NDP  
NE*



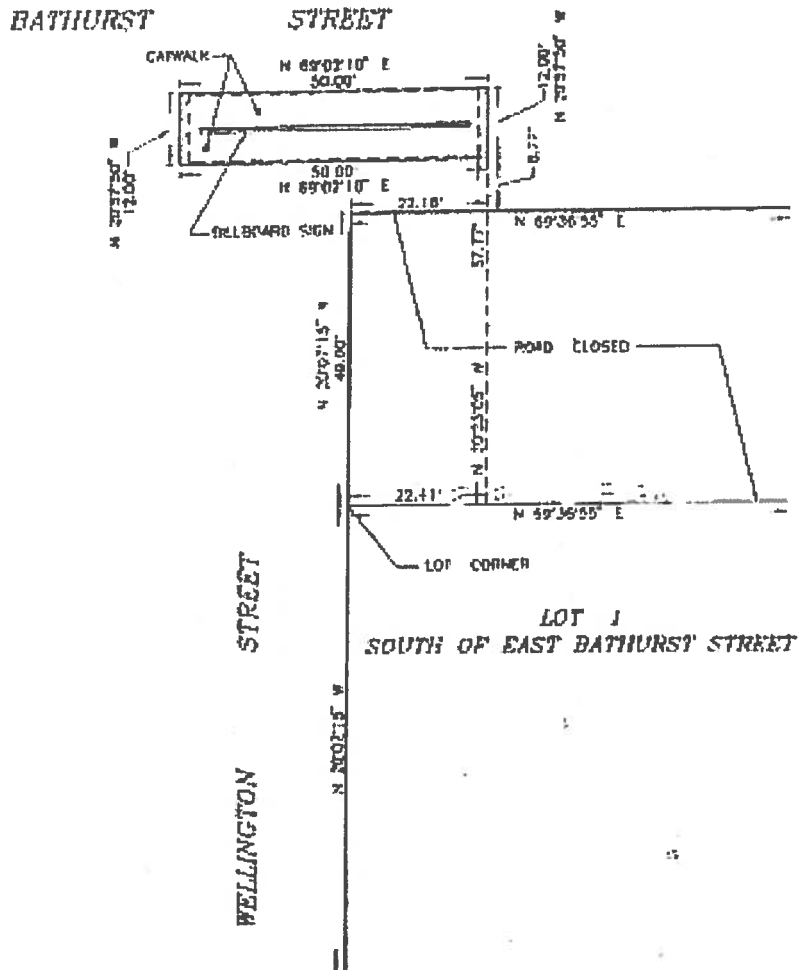


Location 5 – Reference Plan

MOS  
KE

SKETCH  
 SHOWING THE  
 BILLBOARD SIGN  
 AT THE  
 SOUTHEASTERLY CORNER  
 OF THE INTERSECTION OF  
 WELLINGTON STREET AND BATHURST STREET  
 IN THE  
 CITY OF LONDON  
 COUNTY OF MIDDLESEX  
 SCALE 1" = 20'

LOCATION No. 5

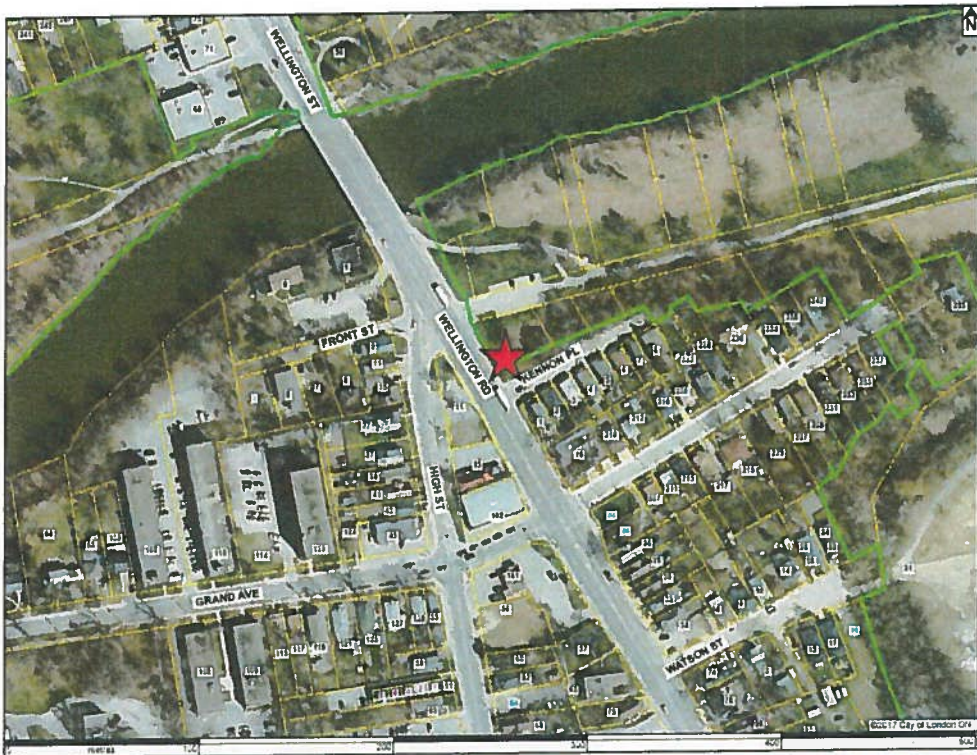


FARNCOMB, HIRNUPATRICK & STIRLING  
 SURVEYING LTD.  
 ONTARIO LAND SURVEYORS  
 871 Woodbine Road South  
 London, Ontario N6G 2G9  
 Phone (416) 888-2122 Fax (416) 888-5422  
 PRY No. 94-017

Location 6 – E/S Wellington 25m S/O Front

NOS  
 N





Location 6 – Reference Plan

MS  
RC

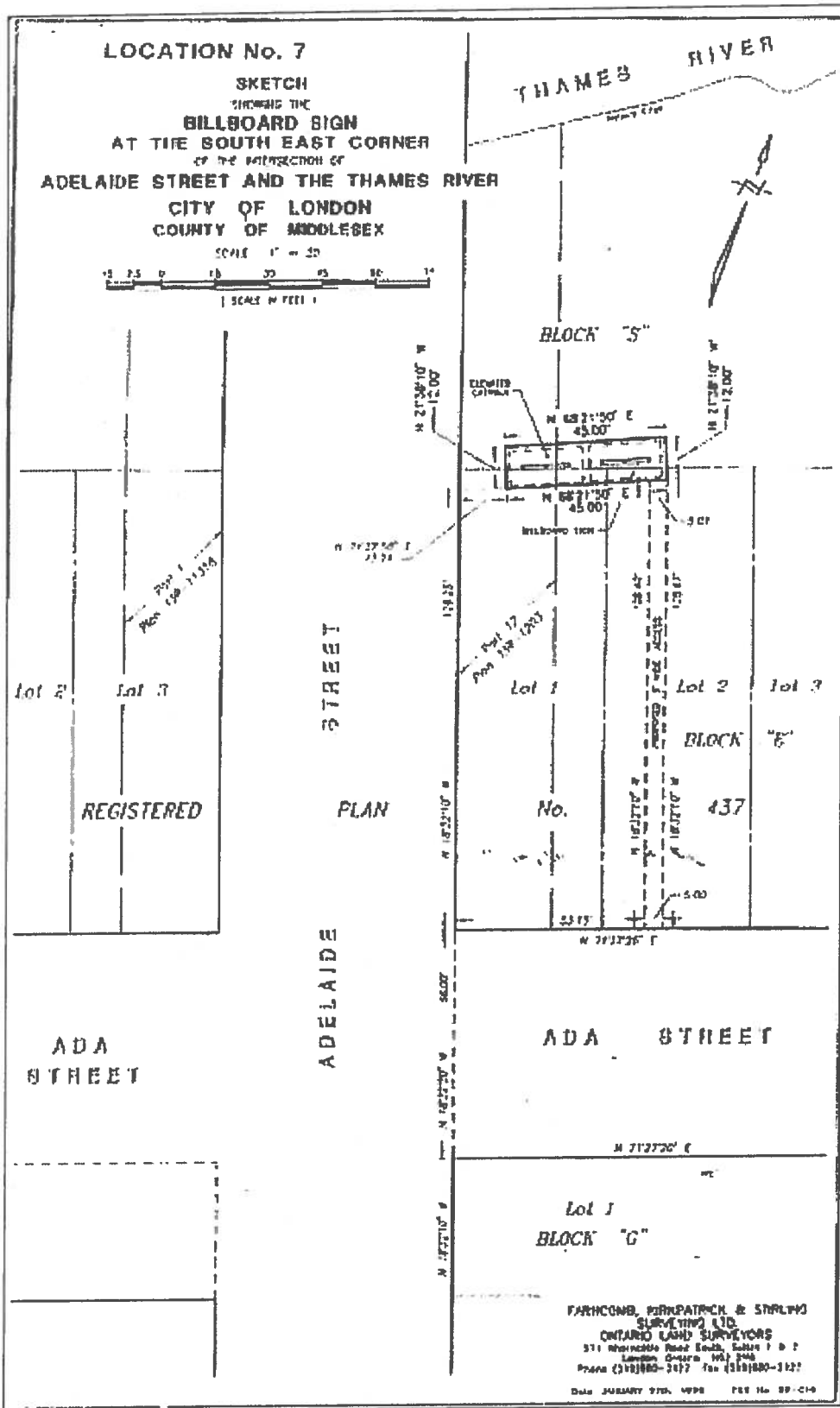






Location 7 – Reference Plan

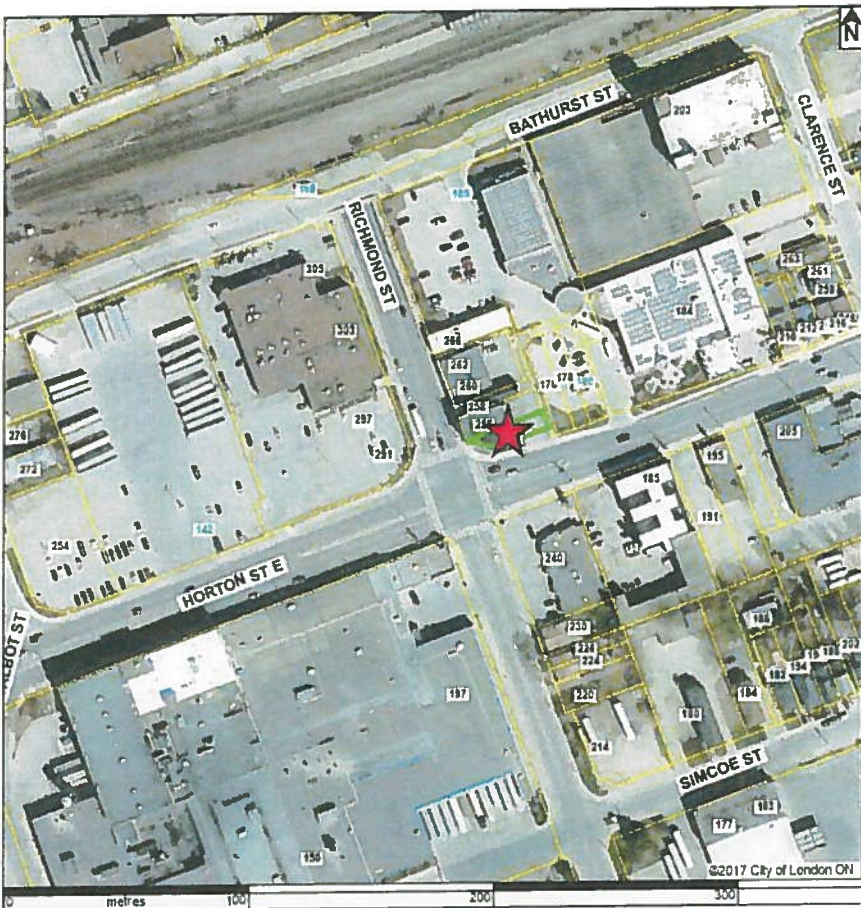
203  
NE



Location 8 – E/S Richmond 5m N/O Horton

MOS  
 NC

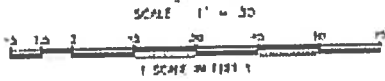




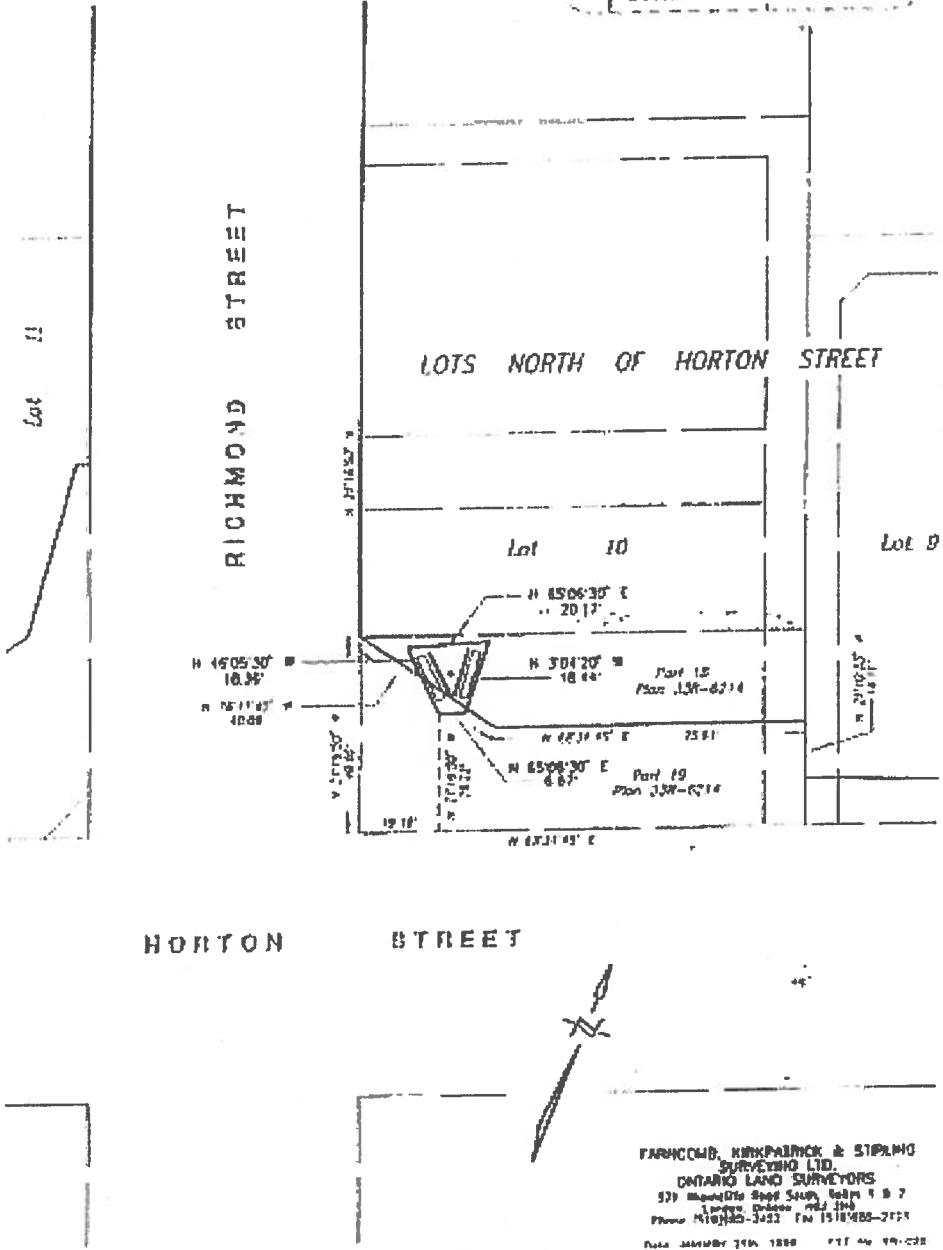
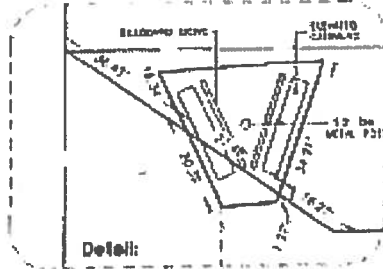
Location 8 – Reference Plan

MDS  
NC

SKETCH  
 SHOWING THE  
**BILLBOARD SIGN**  
 AT THE NORTH EAST CORNER  
 OF THE INTERSECTION OF  
**RICHMOND STREET AND HORTON STREET**  
 CITY OF LONDON  
 COUNTY OF MIDDLESEX



LOCATION No. 8



FARNCOMB, KIRKPATRICK & STRALING  
 SURVEYING LTD.  
 ONTARIO LAND SURVEYORS  
 579 Bloor Street West, Suite 1 & 2  
 Toronto, Ontario, M5G 1B4  
 Phone (416) 593-3422 Fax (416) 593-2124  
 PLAN JANUARY 24th, 1999 P.L.T. No. 99-028

N03  
 NE

**SCHEDULE B:  
LEASE FEE PER LOCATION**

| LOCATIONS:  | REVENUE:     |              |              |              |              |              |
|---|--------------|--------------|--------------|--------------|--------------|--------------|
|   | Year 1       | Year 2       | Year 3       | Year 4       | Year 5       | 5-YEAR TOTAL |
| 1. South side of York Street, west of Lyle Street at the Adelaide Street Overpass   | \$3,500.00   | \$3,500.00   | \$3,500.00   | \$3,745.00   | \$3,745.00   | \$17,990.00  |
| 2. West side of Wellington Street, north of Bathurst Street                         | \$28,000.00  | \$28,000.00  | \$28,000.00  | \$30,660.00  | \$30,660.00  | \$145,320.00 |
| 3. East side of Wellington Road at the South Bank of the Thames River at the Bridge | \$34,500.00  | \$34,500.00  | \$34,500.00  | \$37,160.00  | \$37,160.00  | \$177,820.00 |
| 4. West side of Richmond Street, north of Bathurst Street                           | \$6,000.00   | \$6,000.00   | \$6,000.00   | \$6,550.00   | \$6,550.00   | \$31,100.00  |
| 5. East side of Wellington Street, south of York Street                             | \$6,000.00   | \$6,000.00   | \$6,000.00   | \$6,490.00   | \$6,490.00   | \$30,980.00  |
| 6. East side of Wellington Street, south of Front Street                            | \$6,000.00   | \$6,000.00   | \$6,000.00   | \$8,790.00   | \$8,790.00   | \$35,580.00  |
| 7. East side of Adelaide Street, north of Ada Street                                | \$7,000.00   | \$7,000.00   | \$7,000.00   | \$7,595.00   | \$7,595.00   | \$36,190.00  |
| 8. North side of Horton Street, east side of Richmond Street                        | \$34,180.00  | \$34,180.00  | \$34,180.00  | \$37,740.00  | \$37,740.00  | \$178,020.00 |
| <b>TOTAL:</b>   | \$125,180.00 | \$125,180.00 | \$125,180.00 | \$138,730.00 | \$138,730.00 | \$653,000.00 |