

Superintendent Maintenance Agreement

This Agreement is entered into as of, and effective from, the 1st day of February, 2016

BETWEEN: 9495100 Canada Ltd.

A body corporate incorporated under the laws of Canada
(hereinafter referred to as the "Contractor")
OF THE FIRST PART

-and-

Ottawa Carleton Standard Condominium Corporation No. 975

a body corporate incorporated under the laws of Canada
(hereinafter referred to as "Client")
OF THE SECOND PART

In consideration of the promises and mutual covenants contained herein, the parties agree as follows:

SERVICE LOCATION: 555 Anand Private, Ottawa ON K1V 2R7

TERM: The Term of this Agreement is for 1 year commencing February 1st, 2016 up to and including January 31st, 2017 and shall renew (where permitted by applicable local law) for subsequent similar periods, unless terminated by either party upon written notice.

PRICING: \$1,100 per month plus materials and taxes.

On each anniversary of the commencement date the price will be subject to annual escalation based on industry labour and process costs to a maximum escalation limit of 3% annually.

INSURANCE/WSIB: Contractor shall be insured for a minimum of one million dollars (\$1,000,000 CND) of public liability and property damage. Contractor shall maintain good standing with the Worker's Safety and Insurance Board and will provide certificate(s) to Client.

INDEMNITY: Notwithstanding any other provision to the contrary, we agree to indemnify you only for losses due to personal injury, or property damage to the extent caused by our negligent acts of omission, or the negligent acts of omissions of our employees, agents and subcontractors during the performance of this contract, but not to the extent caused by others.

PAYMENT TERMS: Payments shall be made on a monthly basis, due on or before the last day of the month prior to the billing period, beginning on the Commencement Date.

ADHERENCE TO THE LAW: Contractor and its employees must comply with all laws applicable to Client and all laws applicable to the services to be performed. If in doubt as to the legality of a particular course of action, Contractor and its employees shall discuss the proposed activity with Client.

RESPECT AND DIGNITY IN THE WORKPLACE: Contractor and its employees shall treat all residents of 555 Anand Pvt. and neighbour of Client and the general public with respect and dignity. Contractor and its employees shall not engage in harassment and/or discriminatory acts of practices. Client has the right to request a Contractor's employee to be removed from Client's premises if the conduct of the employee requires; Contractor will fulfill the request IMMEDIATELY after received notice from Client.

HEALTH AND SAFETY: Contractor and its employees shall perform the services for Client in a safe manner. Contractor must have and will provide Client on request, Workplace Safety and Insurance Board of Ontario (WSIB) registration and compliance information (or equivalent as determined by Client)

ALCOHOL AND DRUGS: Contractor and its employees shall not possess, consume and/or traffic in alcoholic beverages, illegal or restricted substances while performing services for Client.

ENVIRONMENT: Contractor and its employees shall obey all applicable environmental laws while performing services for Client.

STATEMENT OF WORK: Refer to Appendix A- Client SOW. Contractor commits to following the SOW at all times.

TERMINATION: This Agreement may be terminated by either party for any reason upon issue of a 30 day written notice to the other party. Notwithstanding the foregoing, Client shall also have the right to terminate this Agreement forthwith, without notice, cost or penalty in the event of:

- (i) Misconduct or breach of this Agreement by the Contractor; or
- (ii) Failure or neglect of Contractor to carry out its obligations under this Agreement, notwithstanding notice in writing of such default and failure by the Contractor to cure such default within reasonable notice.

ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, or the parties and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof except as specifically set forth in this Agreement.

SEVERABILITY: Any provision in this Agreement that is held to be illegal or unenforceable shall be ineffective to the extent of such illegality or unenforceability without invalidating the remaining provisions hereof; and such illegal or unenforceable provision shall be deemed to be restated in accordance with applicable law to reflect as nearly as possible the original intentions of the parties.

IN WITNESS WHEREOF the Client by the hands of its duly authorized representative and the Contractor have executed this Agreement as of the date set out on this page of the Agreement

Ottawa Carleton Standard Condominium Corporation No. 975

Per:

Title:

Date:

9495100 Canada Ltd.

Per: Erin Horwitz

Title: Vice President of Operations

Date: January 28th, 2016

Appendix A

Scope of Work: 555 Anand Private, Ottawa ON **CCC 975**

Site Visits

Frequency: Twice Weekly

During site visits the Contractor will:

- Inspect property for burnt out light bulbs, and change light bulbs where required
- Ensure hallways are clear of any items- ie not boots, mats, strollers or items hung/posted on unit doors
- Check all common element walls for marks or damage
- Check garbage chute rooms to ensure to make sure there is not garbage on the floor and the chute door is functioning properly
- Take down any notices posted throughout the building without PM approval
- Ensure building is maintained in good physical condition and appearance
- Pick up all garbage around exterior of property
- Pick up any garbage found in the hallways, elevator etc while walking around the buildings
- Check air intake louvers in winter (particularly after a snowstorm) to ensure that they are free of ice and snow buildup
- Check all fire alarm systems to ensure power is on
- Ensure that routine maintenance of all equipment, machinery, boilers, pumps, garage ramps, is completed as per recommendations in manufacturer's' operating manuals and/or internal standing instructions
- Monthly inspection of fire extinguishers
- Enforce all rules and regulations pertaining to the premises as approved by the Board of Directors, in a responsible, proper and polite manner
- Take readings and complete logs of inspection of the property and mechanical equipment where required
- Report all deficiencies noticed to the Property Manager immediately

Maintenance Work

Frequency: 10 Hours per month

This contract includes 10 hours per month or maintenance work which includes but is not limited to:

- Basic handyman duties such as minor repairs to common elements
- Installation and removal of elevator pads for move in/out of residents and damage inspection
- Adjustment to entry and exit doors
- Adjustments to unit doors
- Water damage repairs
- Removal and storage of items stored in parking spaces
- Installation and removal of winter mats (if required)