



Request for Proposal TLC

Commercial/Retail Lease Space

Date Issued: November 17, 2017

Submit Proposals to:

TransAlta TriLeisure Centre
221 Jennifer Heil Way
Spruce Grove AB T7X 4J5
Phone: 780-948-3200
Fax: 780-960-0122
E-Mail: gwalsh@trileisure.com

Closing Date:

12 Noon, December 1, 2017

1. INTRODUCTION

The Tri-Municipal Leisure Facility Corporation (TLC) is currently requesting proposals for a leaseholder in accordance with the specifications, terms and conditions set out in this Request for Proposal (RFP).

The aforementioned lease space is at the TransAlta Tri Leisure Centre (TLC) located at 221 Jennifer Heil Way, Spruce Grove, Alberta.

This competitive procurement will be conducted in accordance with one fundamental objective: to maximize the benefit to the TLC while offering bidders a fair and equitable opportunity to participate.

Sealed proposals will be received until 12 Noon, December 1, 2017 and forwarded to:

Graig Walsh
General Manager
TransAlta TriLeisure Centre
221 Jennifer Heil Way
Spruce Grove AB T7X 4J5
Phone: 780-948-3200
E-mail: gwalsh@trileisure.com

The selection of the successful Bidder shall be based on TransAlta Tri Leisure Centre's evaluation of the merits of the proposal, including but not limited to the technical compliance, technical competence and knowledge of the bidder, references, price, and service offering. The TransAlta Tri Leisure Centre reserves the right to accept or reject any and all proposals, and to waive irregularities and informalities at its sole discretion. The TransAlta Tri Leisure Centre reserves the right to accept a proposal other than the lowest bid proposal without publicly stating reasons. By submitting its proposal, the Bidder waives any right to contest, in any proceedings or action, the right of the TransAlta Tri Leisure Centre to accept or reject any proposal in its sole and unfettered discretion.

2. BACKGROUND

Located 20 minutes west of Edmonton the 'Tri-Region' is a dynamic, vibrant and diverse group of communities located in Alberta's Capital Region. It is made up of the urban areas of Stony Plain and Spruce Grove and surrounding rural municipality of Parkland County. The combined urban and rural population at approximately 75,000 is one of the fastest growing regions in the province of Alberta.

In 2001-02 the TransAlta Tri Leisure Centre (TLC), a 226,000 square feet multi-use recreation, sport and wellness facility was designed and built by the three municipalities at a construction cost of \$28 million. (Schedule "A") The TLC is owned by the three municipalities, and managed and operated by the Tri-Municipal Leisure Facility Corporation, a Part 9 (not-for-profit) Corporation under the Alberta Companies Act. It has nine directors comprised of three representatives from each Municipality.

The TLC is a dynamic space, full of energy and activity. It is a place where people of all ages come to exercise, compete, learn, relax, meet and celebrate life. It is truly a 'made-in-the-region' facility.

Since opening, the TLC has achieved success and adulation for its unique ownership and operational model. Membership has averaged approximately 5,500 individuals annually over the last 10 years. The

TLC enjoys a good reputation in the Tri-Municipal Region and has established itself as a regional leader in healthy and active lifestyles.

3. SCOPE OF WORK

3.1 Background Information

The TransAlta Tri Leisure Centre (the “TLC”) is seeking a vendor (the “Proponent”) to enter into a lease agreement related to an approximate 215 square foot kiosk space located in the main hall of the TLC. This space is located beside the leisure skating ice and near the hallway to the arena dressing rooms. Additional details related to the kiosk space are identified in Schedule “A”.

3.3 Scope

The TLC is seeking a proponent to occupy the aforementioned kiosk in the TLC’s main hall and provide a product or service which is deemed to be of value to the TLC and its stakeholders.

4. RFP TERMS and CONDITIONS

4.1 Content

Proposals must include:

- A cover letter identifying the proponent and the intended use of the lease space.
- A detailed breakdown of the proposed use of the space including the services to be provided to the visitors or potential visitors of the TLC. This document should include:
 - Proposed hours of operation.
 - Summary of products or services to be offered through the kiosk location.
 - Proposed staffing levels.
 - Benefit to the TLC and its clients.
 - Benefit to the Tri Municipal Region.
 - Explanation of how the proposed use of space compliments existing leaseholders within the facility (Booster Juice, Mountain Top Café, Shotz Lounge, Parkland Rehabilitation & The Fix Coffee Co.).
 - Explanation of how the proposed use of space may enhance the attraction of the TLC or increase foot traffic to the TLC within the Tri Municipal Region.
- A detailed proposal related to the lease fee to be paid to the TLC for access to the leased space including the term of the proposed lease. This should include all fees related to accessing the space (utilities, common area fees, etc.).
- A summary of any kiosk/lease space improvements that would be required in order to transition the space into an appropriate location for the proponent’s purposes. This will include a detailed summary of the anticipated costs for these improvements and a breakdown of who will be responsible for such costs. A brief one-page summary as to why your organization or business would be well suited to provide these products and services to the TLC.
- Summary of company and staff experience of those that will be assigned to this contract.
- Disclosure of Interest – make full disclosure, in writing, on any existing business relationship(s) presently in place with the TLC. Failure to disclose an interest may result in termination/cancellation

- of any agreement that may have been entered into with the Proponent.
- Three (3) references along with contact information from contracts of similar scope to the one outlined in this RFP.

4.2 RFP Schedule of Events

RFP Issue Date	November 17, 2017
RFP Closing Date and Time	December 1, 2017 @ 12:00 noon
Evaluation of Proposals	December 1-8, 2017
Selection of Preferred Proponent	December 8, 2017

4.3 Proposal Submission

- Two copies of the proposal must be delivered to TransAlta Tri Leisure Centre in hardcopy format, i.e. paper.
- Bidders are asked to provide one (1) electronic copy of the proposal in Microsoft Word or Adobe Acrobat format on USB flash drive. This electronic copy, when provided, will not be accepted in place of the required hardcopy version.

If there are any conflicts, discrepancies, errors or omissions between the electronic and hardcopy versions of the proposal, the hardcopy version will take precedence and govern.

Proposals may be delivered by hand, courier or mail. It is the Bidder's responsibility to ensure its Proposal is received before the RFP Closing Date and Time at the location specified in this RFP.

In responding to this RFP, the Bidder's attention is drawn to the following:

- A Proposal must be submitted with a cover letter or page signed by a representative of the Bidder, authorized to bind the Bidder to the content of the Proposal.
- Proposals received unsigned or after the RFP's Closing Date and Time will be rejected.
- Ambiguous, unclear or unreadable Proposals may be rejected.
- Proposals must be delivered in a sealed, self-addressed package clearly marked with the RFP's number and Closing Date and Time, and addressed as follows:

Graig Walsh
 General Manager
 TransAlta TriLeisure Centre
 221 Jennifer Heil Way
 Spruce Grove AB T7X 4J5
 Phone: 780-948-3200
 Fax: 780-960-0122
 www.trileisure.com

Closing Date & Time: 12 Noon, December 1, 2017

(Note: Waybills accompanying deliveries of Proposals by courier should contain the RFP name and the

RFP's closing date and time.)

- e) The time and date of receipt of Proposals will be recorded on the Proposals upon delivery to the above address.

4.4 RFP Opening

There will be no public opening. Proposals will be opened at TransAlta Tri Leisure Centre, 221 Jennifer Heil Way, Spruce Grove, Alberta, immediately following the RFP Closing Date and Time.

4.5 Price and Proposal Schedules

Prices proposed shall be in Canadian dollars and be exclusive of the Goods and Services Tax.

In the event of any inconsistency between words and numbers, words shall govern.

4.6 Bidder Questions

All technical questions regarding this RFP must be in writing to Graig Walsh (TLC), unless otherwise advised in writing from the TLC. All enquiries to and responses from the TLC will be recorded.

The TLC intends to issue all questions and their corresponding responses to all Bidders. However, the TLC reserves the right to issue a particular response only to the Bidder that has asked the question, depending on whether the question is confidential, or not to issue a response at all.

Verbal responses to inquiries are not binding on any party. Technical inquiries will be answered until five (5) business days prior to the Closing Date. Answers will be circulated via e-mail to all bidders. Please send inquiries to:

Graig Walsh
General Manager
TransAlta TriLeisure Centre
221 Jennifer Heil Way
Spruce Grove AB T7X 4J5
Phone: 780-948-3200
Fax: 780-960-0122
www.trileisure.com

4.7 Quotation Amendments

Proponents may amend or withdraw their Quotation prior to the deadline for Quotation submission by submitting written notice to the General Manager. All quotations become irrevocable after the deadline for Quotation submission.

Amendments to Quotations after submission will be permitted, prior to the deadline for Quotation

submission. Amendments are to be endorsed by the same parties who signed the original agreement. The onus is on the proponent to ensure timely receipt by the TLC of any modifications to what has been proposed.

4.8 Period of Commitment

Proposals shall be final and binding on the Bidder for sixty (60) days from the RFP's Closing Date and Time and may not be altered by subsequent offerings, discussions, or commitments unless the Bidder is asked to do so by the TLC. The Proposal shall be used as the basis for the Contract.

4.9 Extension, Amendment To or Cancellation of RFP

The TLC may extend the RFP Closing Date and Time, or the TLC may amend, suspend, postpone or cancel this RFP in part or in whole.

4.10 Costs of the Proposal

The Bidder is responsible for all costs of preparing and presenting its Proposal.

4.11 Contract Award

Following the final selection, if any, the TLC and the successful Bidder will enter into a Contract containing the terms and conditions in Appendix 1. If, in the opinion of the TLC, it appears that a Contract will not be entered into with the successful Bidder within 30 days, the TLC may contract with another Bidder.

4.12 Representations and Warranties

Statements made in the Bidder's Proposal may be incorporated into, attached to, or otherwise included to the Contract, and shall constitute representations and warranties of the successful Bidder and shall form part of the Contract.

5. EVALUATION

5.1 Proposal Screening

After receiving the Proposals, the TLC will screen each proposal to determine if the Bidder met the requirements of this RFP. A Bidder must provide sufficient detail in its Proposal to demonstrate that it has met this RFP's requirements.

The TLC will then evaluate Proposals that have passed the initial screening.

5.2 Rating

The TLC will use the following evaluation criteria to rate Proposals. Subject to the requirements of FOIP, the ratings shall be confidential, and no totals or scores of the ratings shall be released to any party.

5.3 Proposal Evaluation Criteria

Each Bidder, by the submission of a proposal, assents to each and every term and condition set forth within this specification and agrees to be bound thereby.

Any proposal which is incomplete, conditional, or obscure, or which contains irregularities of any kind, may be cause for rejection.

The RFP evaluation criteria will be distributed within the following rating categories.

Proposal Evaluation Criteria	Maximum Points	Bidder's Score
Understanding of the facility and the facility's clients.	20	
Proponent's proposed use of the space and value to the facility and clients.	20	
Bidder's direct experience providing like services to like facilities.	10	
References	10	
Lease fee proposed	40	
TOTAL	100	

5.4 Reference Checks

The TLC may conduct Bidder reference checks. The TLC may contact references without prior notice to the Bidder. The Bidder may be rejected if, in the opinion of the TLC, the Bidder receives unsatisfactory references.

5.5 Selection

Proposals will be evaluated and scored based on the quality of response to the requirements and provisions of this RFP. The TLC will make the final selection, if any, based on the Proposal's evaluation scoring, presentation (if applicable), and reference checks.

5.6 Proposal Clarifications

At any time during the evaluation process, the TLC may ask the Bidder to clarify statements made in its Proposal.

6. SPECIAL CONDITIONS

The Bidder shall not be made liable for any loss, delay, injury, or damage, whether direct or consequential, that may be caused by conditions beyond the Bidder's direct control including, but not limited to, acts of government, strikes, lockouts, fire, explosion, theft, riot, civil commotion, war, malicious mischief, flood and other acts of God.

The Bidder must sign a standard contract (see Appendix 1) which includes appropriate liability insurance as follows:

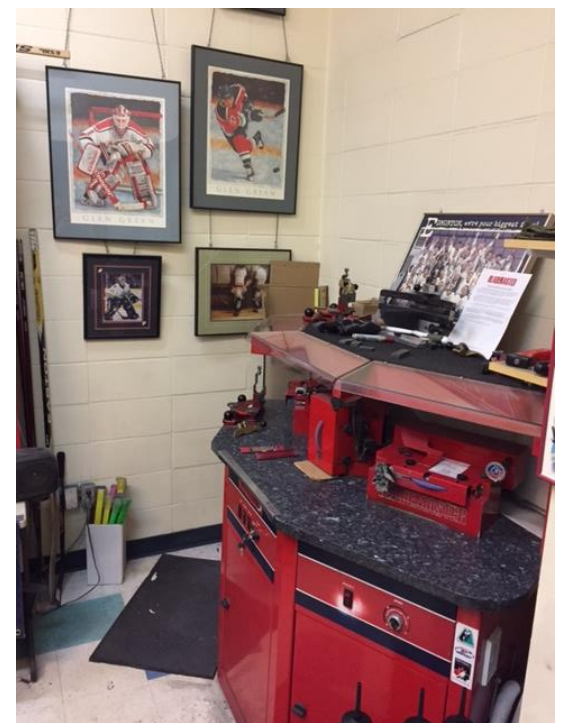
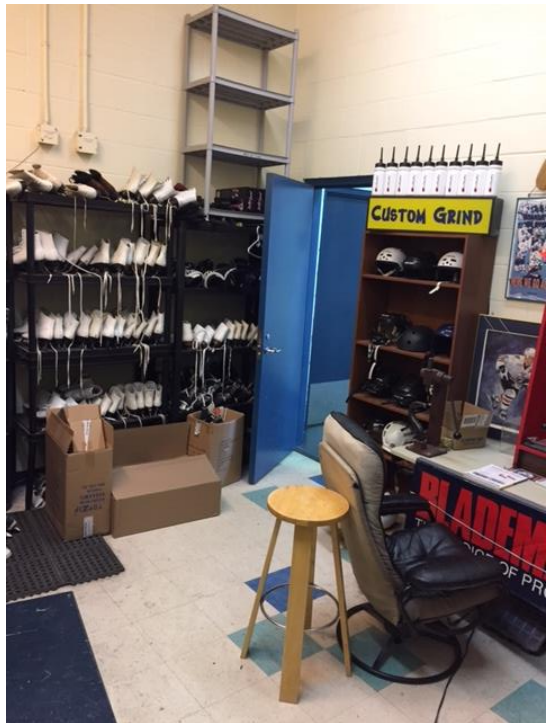
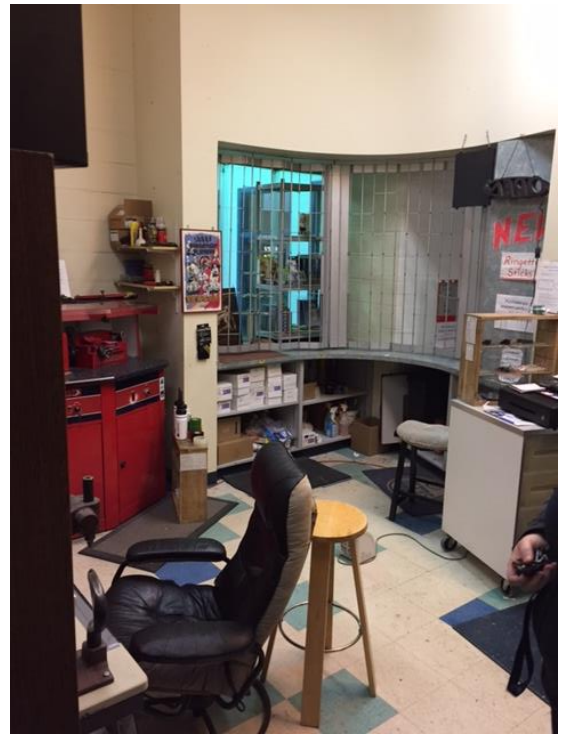
- Comprehensive General Liability Insurance covering the goods and services and operations of the Company for bodily injury, death, and property damage with policy limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence which shall include TLC as an additional insured and shall contain a cross liability clause.
- Professional Liability Insurance covering the goods and services provided by the Company with policy limits of not less than Five Hundred Thousand Dollars (\$500,000.00) per claim;
- Protect the TLC from any claims by or through the Bidder;

The successful Bidder must provide the following documentation to the TLC before a contract is implemented:

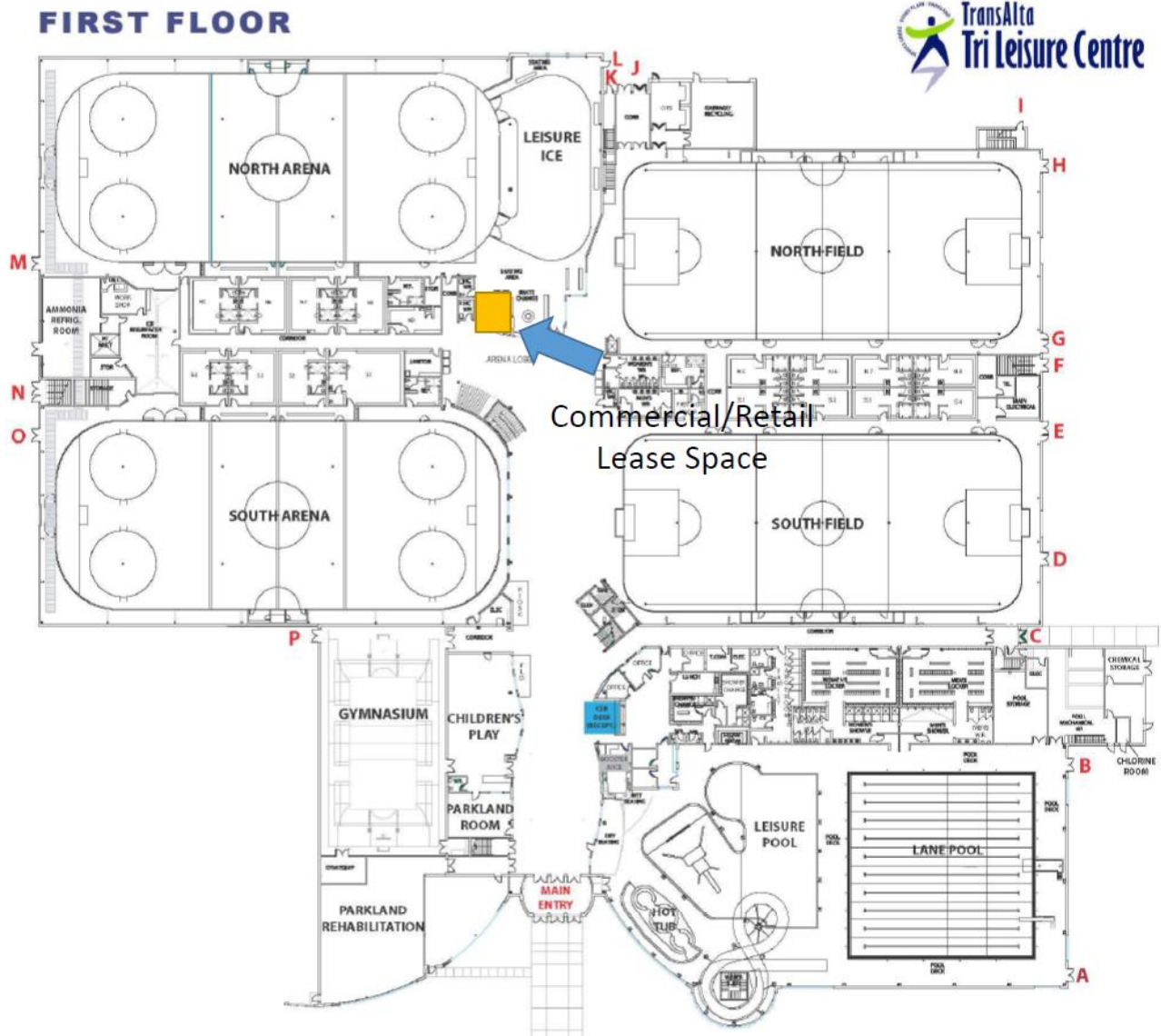
- Proof of insurance.
- A valid WCB certificate.

The successful contractor is responsible for the appropriate permits needed.

Schedule A: Commercial/Retail Lease Space



Schedule A: Commercial/Retail Lease Space



Dimensions & Features:

215 Square Feet

Sliding lockable cage

Millwork and shelving

Phone and internet connections

Standard 15 amp circuits

**Appendix 1
Sample Contract**

CONTRACT

This Agreement made in triplicate this _____ day of _____, 2017

Between:

**TRI-MUNICIPAL LEISURE FACILITY CORPORATION
TRANSALTA TRI LEISURE CENTRE**

(Hereinafter called the "TLC")

OF THE FIRST PART

And

(Hereinafter called "the Contractor")

OF THE SECOND PART

WHEREAS the TLC has accepted a tender by the Contractor for the provision of the goods and/or services more particularly described in Schedule 2 hereto and it is a condition of the tender that the Contractor enters into an Agreement with the TLC on the terms and conditions hereinafter set forth.

NOW THEREFORE this Agreement witnessed that in consideration of the premises of the covenants and agreements hereinafter contained, and in consideration of the payments to be paid by the TLC to the Contractor hereunder, the receipt and sufficiency of which is hereby acknowledged by the Contractor, the parties hereto covenant and agree with each other as follows:

1 This Agreement

- 1.1. This Agreement includes Schedule 1, Contract Specifications, and Schedule 2. Contractor Fee Schedule (both which shall be initialed by the TLC and the Contractor and attached to this Agreement prior to the execution hereof). Such Schedules shall form a part of this Agreement, but in the event of any conflict between this agreement and the Schedules the Contractor and the TLC agree that this Agreement shall govern.

2. Duties of the Contractor

- 2.1. Performance of Obligations – The Contractor shall perform all of the Contractor’s obligations set forth in this Agreement and such obligations shall be performed properly in a good, efficient, and workmanlike manner and in accordance with the terms of this Agreement.
- 2.2. Compliance With Laws – The Contractor shall comply, at its own expense, with all laws, bylaws, regulations, directions, orders of every governmental authority having jurisdiction and with all requirements of its insurers in relation to the conduct of its business, including carrying out its obligations hereunder. Without limitation to the aforesaid, the Contractor shall comply with the *Workers Compensation Act*, if applicable, and shall, upon demand by the TLC, provide the TLC with a certificate from the Workers Compensation Board confirming that the Contractor is registered and its account is in good standing.
- 2.3. Payment of Taxes – The Contractor shall pay before delinquency every tax, assessment, license fee, excise fee and other charge which is imposed, levied, assessed or charged by any governmental or quasi-governmental authority having jurisdiction which is payable in relation to the conduct of its business, including carrying out its obligations hereunder.
- 2.4. No infringement of Third Parties’ Rights – In carrying out its obligations hereunder, the Contractor agrees not to infringe or violate any rights, including, without limitation, any intellectual property rights of third parties.
- 2.5. Licenses – Without limitation to paragraph 2.2 above, the Contractor shall have, prior to the execution of this Agreement, all requisite licenses necessary to carry out its obligations hereunder including any municipal licenses or other pertinent authorizations required to carry out such obligations.

3 Fees, Commissions, and Payment Schedule

- 3.1. Subject to the Contractor being in compliance with all of the provisions in this Agreement and to the rights of set-off provided to the TLC hereunder, the TLC shall pay the Contractor, in accordance with satisfactory completion in accordance with the provision set out in Schedule II.

4 Indemnity

- 4.1. Indemnity – The Contractor indemnifies and saves harmless the TLC, its Directors, officers, employees, agents and representatives from and against all actions, suits, claims, costs and demands, losses, damages and expenses, including legal costs, on a solicitor and own client basis, which may be brought against or suffered by the TLC, or which the TLC may sustain, pay or incur by reason of the following:
 - (a) The failure by the Contractor to perform any of its obligations in this Agreement or otherwise breach any provision of this Agreement, including, without limitation, any misuse or disclosure of the Confidential Information.

- (b) Any claim of infringement negligence or willful misconduct in respect of the Contractor or its agents, employees, directors, officers or representatives which relate to the performance of the Contractor's obligations hereunder.
 - (c) Any material inaccuracy in any representation, warranty or condition of the Contractor contained in this Agreement.
- 4.2. Survival – The indemnity set forth in paragraph 4.1 above shall survive the termination or expiration of this Agreement and shall remain in full force and effect.

5. Insurance

- 5.1. During the term of this Agreement, the Contractor shall maintain appropriate liability insurance, at its own expense, as follows:
- 5.2.1 Comprehensive general liability insurance to a minimum value of \$2 million per occurrence (including bodily injury, death and property damage) which shall include TLC as an additional insured and shall contain a cross liability clause.
 - 5.2.2 Professional Liability Insurance covering the services provided by the Consultant with policy limits of not less than Five Hundred Thousand Dollars (\$500,000 per claim);
 - 5.2.3 Protect the TLC from any claims by or through the Contractor;
 - 5.2.4 Be incapable of being cancelled or substantially amended without first giving thirty (30) days prior notice to the TLC.

6 Records

- 6.1. The Contractor shall keep and maintain the documentation created and collected in support of carrying out its obligations in this Agreement in accordance with a classification system suitable for managing the project effectively.
- 6.2. The TLC reserves the rights to examine, audit, and take extracts of the records referred to in paragraph 6.1 anytime during the term of this Agreement.
- 6.3. The Contractor acknowledges that:
- (a) *The Freedom of Information and Protection of Privacy Act, 2000, RSA, c, F-25* (the "FOIP Act") applies to all information and records related to, or obtained, generated, collected or provided under or pursuant to the Agreement that are in the custody or control of the TLC, which may include documents in the custody of the Contractor.
 - (b) The FOIP Act specifies penalties for any person who willfully destroys any records which are subject to the FOIP Act, with the intent to evade a request for access to records under the FOIP Act.
- 6.4. The Contractor is responsible for ensuring complete compliance of its employees and agents with all the terms and conditions of the FOIP Act relating to protection of privacy. In the event that the Contractor becomes aware of a breach of any of these terms and conditions, the Contractor shall notify the TLC immediately in writing.
- 6.5. The Contractor acknowledges that the records named in this Agreement under paragraph 6.1 may be the subject of requests for access under the FOIP Act. Upon request by the TLC, the Contractor will provide to the TLC, at the Contractor's expense, any of the records requested that fall within the parameters of the FOIP Act, within 14 calendar days of request by the TLC.

- 6.6 CONFIDENTIALITY AND ALBERTA FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT
All documents submitted to TLC are subject to the protection and disclosure provisions of the Freedom of Information and Protection of Privacy Act ("FOIP Act"). While this FOIP Act allows persons a right to access to records in TLC's custody or control, it also prohibits TLC from disclosing personal or business information where disclosure would be harmful to business interests or would be an unreasonable invasion of personal privacy in accordance with sections 15 and 16 of the FOIP Act. Bidders are encouraged to identify what portions of their Proposals are confidential and what harm could reasonably be expected from its disclosure.
The purpose of collecting personal information required to be provided in the RFP is to enable TLC to ensure the accuracy and reliability of the proposal, and to evaluate the Proposals in response to the RFP. This information is required by TLC to carry out its operations.
It is recommended that Proponents advise persons whose personal information is being provided to TLC under the RFP that the privacy of the personal information as well as its possible disclosure by TLC to third parties, upon request, will be governed by the FOIP Act

7 Ownership of TLC Materials

- 7.1. The rights to all intellectual property related to this contract will be held by the TLC and the consultant will provide all such property to the TLC upon request and/or at the conclusion of the contract.
- 7.2. All right, title and interest in any materials, equipment, data, specifications, methods, or software provided by the TLC ("TLC Materials") for use by the Contractor in carrying out its obligations hereunder shall remain with the TLC and the TLC materials shall be returned forthwith upon the expiration or earlier termination of this Agreement or at any time upon demand by the TLC.
- 7.3. The Contractor shall maintain and safeguard all TLC Materials, which shall be subject to all of the confidentiality and record keeping restrictions contained herein, and return same in good condition, less reasonable wear and tear only, upon expiration or early termination of the Agreement or upon demand by the TLC.
- 7.4. Without limitation to anything contained herein, the Contractor, its employees and agents when using any TLC building, premises, vehicles, equipment, hardware or software or other TLC Materials shall comply with all safety and security policies, regulations or directives relating to those places and things that are established or endorsed by the TLC. The Contractor understands and acknowledges that it is responsible for familiarizing itself, its employees and its agents regarding all such safety and security policies, regulations or directives established or endorsed by the TLC.

8 Confidentiality

- 8.1. The Contractor agrees to hold in strict confidence and not disclose any information that it receives in connection with this Agreement and performing its services hereunder, howsoever obtained (the "Confidential Information"), unless the TLC consents to such disclosure. Confidential Information shall not include any information that is already in the public domain through no fault or action of the Contractor, its directors, officers, employees, representatives, agents or contractors.
- 8.2. The Contractor further agrees and expressly undertakes to:
- (a) Keep all records in relation to this Agreement and the obligations provided hereunder, including the Confidential Information, in a secure place and store them in accordance with the requirements of this Agreement.
 - (b) Treat and protect the Confidential Information in the same fashion as would a prudent owner of such information. In furtherance thereof the Contractor agrees to prevent and protect the Confidential Information from unauthorized disclosure, use or knowledge by the Contractor's

directors, officers, employees, agents, consultants or other persons, whether under the Contractor's direct control or otherwise.

- (c) Notify the TLC immediately of the unauthorized disclosure, use or knowledge of the Confidential Information, including any unauthorized possession of any recorded information by any person not authorized to it under this Agreement and to promptly furnish the TLC with the full details of such unauthorized disclosure, use, possession, or knowledge to the extent known by the Contractor. For greater clarity, this notification requirement is without limitation to the Contractor's other confidentiality obligations contained herein.
- (d) Provide a statutory declaration on request with respect to any breach of security and confidentiality.

8.3. The Contractor understands and acknowledges that it is responsible for maintaining the security and confidentiality of records obtained or accessible as a result of, or received pursuant to this Agreement, including the Confidential Information. The Contractor further acknowledges that any unauthorized disclosure of the Confidential Information would be significantly detrimental and prejudicial to the TLC such that it may not be adequately compensated by a monetary award. Accordingly, in addition to any other remedies of the TLC at law or in equity, the TLC shall be entitled as a matter of right to apply to a court of competent jurisdiction for such relief by restraining order, injunction, decree or otherwise as may be appropriate to ensure the Contractor's compliance with the terms hereof.

8.4. The obligations of confidentiality and security contained herein shall survive the expiration or early termination of this Agreement and shall remain in full force and effect.

9 Injury to Property or Person

9.1. The Contractor agrees that the TLC shall not be liable for any loss or damage to, or injury or death of, the Contractor or its employees, Contractors, licensees unless it results from the willful misconduct or negligence of the TLC, and notwithstanding the foregoing, in no event whatsoever shall the TLC be liable for any special, indirect, incidental or consequential damages, including, without limitation, lost profits, lost business revenue, loss of data or other commercial or economic loss of any kind.

10 Default

10.1. Without limitation to anything contained herein, if the Contractor fails to perform any of its obligations in this Agreement, and such failure shall continue for a period of ten (10) days after notice thereof, then the TLC shall be entitled, but not obligated, to either perform on its own, or have a third party perform, such obligations, all at the cost of the Contractor who shall pay such costs forthwith upon demand by the TLC. For greater clarity, such actions by the TLC shall not waive or release the Contractor from any of its obligations in relation thereto.

11 Notices

11.1. Any notice to be made under this Agreement shall be deemed given to the other party if in writing and personally delivered; sent by pre-paid registered mail or sent by facsimile transmission addressed as follows:

The TLC:

TransAlta Tri Leisure Centre
221 Jennifer Heil Way
Spruce Grove, Alberta T7X 4J5

Attention: Graig Walsh

Email: gwalsh@trileisure.com

The Contractor: _____

Attention: _____

Facsimile: _____

- 11.2. For the purposes of this Agreement, the TLC designates Graig Walsh, TransAlta Tri Leisure Centre, 221 Jennifer Heil Way, Spruce Grove, Alberta, T7X 4J5 Phone: (780) 948-3200 as its representative for this Agreement.
- 11.3. Any person may, from time to time, give notice of a change in address or contact person, provided such notice is in writing.
- 11.4. All notices provided pursuant to this Agreement shall be deemed to be received as follows: if delivered, on the date delivered; if sent by facsimile, on the next business day after such facsimile was sent.

12 Termination

- 12.1. If:
 - (a) The Contractor has breached any of its obligations contained herein and has failed to remedy such breach within ten (10) days of written notice thereof, or where the breach is incapable of being remedied within ten (10) days, has failed to commence to rectify such breach within the said ten (10) days and to diligently pursue such rectification until complete; or
 - (b) There is a material error, incorrectness or breach of any representation or warranty of the Contractor contained herein; or
 - (c) The Contractor becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors or makes any proposal, assignment or arrangement with any of its creditors; or
 - (d) A trustee, receiver, receiver-manager or like person is appointed with respect to the business or assets of the Contractor.

Then, without limitation to any other rights of the TLC contained herein, the TLC may immediately terminate this Agreement upon written notice to that effect to the Contractor.

- 12.3. In addition to the rights of termination set forth in paragraph 12.1 above, and without limitation thereto:
 - (a) The TLC may terminate this Agreement, without cause, upon thirty (30) days written notice to the Contractor.
 - (b) The Contractor may terminate this Agreement, without cause, upon ninety (90) days written notice to the TLC.

- (c) The Contractor shall be entitled to any amounts owing to the Contractor by the TLC up to the effective date of the termination, subject to any rights of the TLC contained herein.

13 Miscellaneous Clauses

- 13.1. Amendments and Interpretation – The parties shall not change this Agreement except by written agreement of all parties hereto. In this Agreement, words in the singular include the plural, words in the plural include the singular, and words in the neuter include masculine or the feminine as the case may be.
- 13.2. No Assignment – the Contractor shall not assign this Agreement or any portion hereof, without first obtaining the prior written consent of the TLC. If the Contractor is a corporation, any transfer of the voting shares in the corporation which results in a change in control of the corporation, shall be deemed to be an assignment.
- 13.3. Authority to Enter Into Agreement – The Contractor agrees that it has full authority and capacity to enter into this Agreement and to carry out its obligations contained herein in accordance with the terms hereof.
- 13.4. No Subcontractors – The Contractor shall not hire or allow any subcontractors to carry out any of its obligations under this Agreement, without first obtaining the prior written consent of the TLC.
- 13.5. Consent – Wherever in this Agreement the consent of the TLC is required, such consent may be arbitrarily withheld.
- 13.6. Time of Essence – Time shall be of the essence in this Agreement.
- 13.7. Set Off – In the event the TLC becomes entitled to any damages, reimbursement or other claims as against the Contractor, the Contractor agrees that the TLC shall be entitled to set off and deduct the full value of any such claims from any monies payable by the TLC to the Contractor.
- 13.8. No Press Release – The Contractor shall not issue a press release or make any public statements to the general public concerning this Agreement without the express prior written consent of the TLC.
- 13.9. Governing Law – The parties agree that this Agreement shall be governed by, and interpreted in accordance with, the laws of Alberta and the laws of Canada applicable therein. The parties further agree to at torn to the jurisdiction of the Courts of Alberta, Canada.
- 13.10. Remedies Cumulative – The rights and remedies under this Agreement are cumulative and are in addition to, and not in substitution for, any other rights and remedies, available at law or in equity or otherwise. No single or partial exercise by a party of any right or remedy precludes or otherwise affects the exercise of any other right or remedy to which that party is entitled.
- 13.11. Waivers – No waiver of any term of this Agreement shall be binding unless specifically stated in writing. No failure to exercise, or delay in exercising, any right or remedy under this Agreement shall be deemed to a waiver of that right or remedy. No waiver of any breach of any term of this Agreement shall be deemed to be a waiver of any subsequent breach of that term.
- 13.12. Severability – If any provision of this Agreement, or portion thereof, is held to be prohibited, unenforceable or invalid under applicable law, then the provision or part thereof shall be ineffective to the extent of such prohibition, unenforceability or invalidity, under such law, without affecting the enforceability of the remainder of such provision or other provisions in this Agreement.

14 Attachments

- (a) Schedule 1 – Contract Specifications
- (b) Schedule 2 – Contractor Fee Schedule

****TO BE ATTACHED AND INITIALED PRIOR TO AGREEMENT BEING SIGNED. ****

In Witness whereof, the parties have executed this Agreement and initialed the Schedules as of the date first above written.

**Tri-Municipal Leisure Facility Corporation
TransAlta Tri Leisure Centre**

The Contractor

Print Name

Print Name

Signature

Signature

Date

Date

Schedule 1 to form part of the
Contract between

TRI-MUNICIPAL LEISURE FACILITY CORPORATION
TRANSALTA TRI LEISURE CENTRE

And

Dated _____, 2017

Schedule 2 to form part of the
Contract between

TRI-MUNICIPAL LEISURE FACILITY CORPORATION
TRANSALTA TRI LEISURE CENTRE

And

Dated _____, 2017