



Transcona Business Improvement Zone Rooftop Lighting Agreement

This agreement is made this _____ day of _____, 20____ at Winnipeg, Manitoba, Canada and submits to applicable legislation and by-laws as set by the Province of Manitoba and the City of Winnipeg.

This agreement is between the parties of:

**Transcona Business Improvement Zone (Transcona BIZ)
&**

Property Owner

Business Owner

Both the property owner and the business owner must be listed even if they are the same person(s)/owners.

Whereas the parties desire to install year-round rooftop lighting to enhance the Transcona area and have met and agreed to the following terms:

LOCATION OF LIGHTS (address of building) _____

NAME OF BUSINESS AT LOCATION _____

SITE EVALUATION & PREPARATION

The site will be assessed by a BIZ Lighting Contractor for suitability for lighting installation. The building will need to have easy access to power. It is the building owner/business owner's responsibility to install a suitable power source if none exists and lights are to be installed. The installation shall commence only once the BIZ Contractor has determined the site is ready and suitable for the lighting.

INSTALLATION

LED lighting will be installed by the BIZ, at no cost to the building/business owner, except for the cost of the power for the lights the cost of which is borne by the business/building owner.

MAINTENANCE / PRESERVATION / REMOVAL

To maintain the integrity of the lighting and preserve its lifespan the Transcona BIZ will cover reasonable costs for maintenance and repairs due to normal wear.

The Transcona BIZ reserves the right to remove any lighting, where it is unsafe, or where it is in the best interest of the BIZ stakeholders. The BIZ shall communicate and provide one month's notice to the business/property owner unless there is a safety or otherwise serious concern, which prohibits reasonable notice. Should the business/property owner at any time otherwise require the removal of the lighting they agree to contact the BIZ and provide a minimum of one month's notice. The lighting may be removed on a mutually agreeable date. All lighting, any attached equipment are and remain the property of the Transcona BIZ and is not to be removed without consent and authorization.

The business/property owner agrees to advise the Transcona BIZ when the property / business is listed for sale, sold or otherwise changes ownership so the Transcona BIZ can prepare to make arrangements with the new owner to ensure the continuity of the lighting.

LIABILITY

The building owner/business owner agree that the Transcona BIZ will not be responsible for any damage or other liability to property or person as a result of the placement of the lights on the building at the address indicated on page one, and the Property Owner and Business Owner further agree to indemnify and save harmless the Transcona BIZ from any and all liability in regards to any lighting contemplated by this agreement.

PUBLICITY

The parties agree that the Transcona BIZ may arrange and conduct publicity, unveilings, communication and promotion to the media including press releases, interviews and articles. Wherever possible, practical and appropriate, the Transcona BIZ will name and promote the business owners/property owners in any advertising, publication or media release. The parties agree that all communication, promotion and publicity for the Year - Round Rooftop Lighting program is to be accurate and conducted with integrity and in a professional manner.

DISPUTE RESOLUTION

The parties understand and agree that the Transcona BIZ and its Year-round rooftop lighting Program is beneficial to the area and its reputation and credibility are to be protected regardless of any dispute. Any concerns, disputes or disagreement must be brought to the attention of the Executive Director of the Transcona BIZ and may result in a meeting of the parties to obtain an agreeable resolution. The Transcona BIZ

Management board shall have final decision-making authority should this not be obtained.

TERMINATION

The parties agree that termination of this agreement may take place with 30 days written notice provided by the Building owner, business owner or the Transcona BIZ. No compensation will be due to any party.

VARIATION OF TERMS

Any variation of terms subsequent to the signing this agreement must be in writing and if made directly on this agreement initialed by the parties. Variations may be made at the applicable section or on the lines provided below. Any variations made on a separate paper must clearly state the reference to this agreement, must be signed by the parties and attached to this agreement.

MISC TERMS AND CONDITIONS

The parties agree to be bound by this agreement and in accordance with the Transcona BIZ policies and by-laws. The parties agree to be bound by this agreement and in accordance with all applicable legislation.

AGREEMENT AND ACCEPTANCE OF TERMS

(Both signatures are required even if the business and property owner are the same)

AGREED THIS _____ DAY OF _____ 20__

Authorized Transcona BIZ Signature

Business Owner Signature

Property Owner Signature

Copies must be provided to all parties and the original kept on file in the BIZ office.