

EP11.22 Appendix A

Appendix A THE BOARD OF GOVERNORS OF EXHIBITION PLACE AND TORONTO POLICE SERVICES BOARD TERM SHEET

Landlord	The Board of Governors of Exhibition Place ("Board")
Tenant	City of Toronto, on behalf of the Toronto Police Services Board ("PSB")
Premises	Northwest corner of Horse Palace building, including the following: Comprised of 18,000 square feet. • Administrative office space • Horse grooming area • Horse stall area, including fifty (50) horse stalls • Use of exercise ring
Term	January 1, 2020 to December 31, 2024
Parking	The Board retains all rights to all parking facilities and the revenue derived therefore. During the term the Board should provide a suitable parking area for horse trailers and other Toronto Police Service vehicles sufficient to accommodate up to forty-five (45) vehicles. Mounted Unit's personal staff vehicles may also park in this compound. New Mounted Unit Parking Compound attached. All relocations fees associated are at the PSB Expense. The Board to provide an access point from Parking Compound to Mounted Unit.
Use	The PSB shall use the Leased Property solely for the purposes of providing a headquarters facility for the Toronto Police Service Mounted Unit, including administrative offices, horse stalls, grooming, and exercise facilities.
Rent	Nominal basic net rent; applicable operating costs (additional rent such as cleaning, utilities and services) to be paid by PSB. Administrative Mark-up on cleaning and services if provided at preferred rate of 12%. No Administrative Mark-up on utilities.
Use of Exercise Ring	The PSB shall be permitted to use the exercise ring as required for its purposes in accordance with the following schedule (as amended by agreement of the parties from time to time and subject to change due to the requirements of the Canadian National Exhibition Association, The Royal Agricultural Winter Fair, or other events as designated by the Board from time to time. Ring Schedule: Monday (0700 to 2130 hours daily); Tuesday/Thursday/Friday (0700 to 1400 hours daily); Wednesday (0800 to 1400 hours and 1800 to 2130 hours daily); and Saturday and Sunday (1800 to 2130 hours daily.) The PSB acknowledges and agrees that its access to, and use of, the exercise ring and stall areas contained in the Leased Property shall be restricted by the Board, acting reasonably, during the period of The Canadian National Exhibition, The Royal Agricultural Winter Fair, and any other events as designated by the Board, provided that the Board shall provide the PSB with at least thirty (30) days notice of its intention to restrict such access and use.
Board's Responsibility	• Maintain the Horse Palace in good structural repair, subject to reasonable wear and tear and funding availability. • Provide leased property with electrical power for normal lighting and equipment used by the PSB, and domestic hot and cold running water as required for the use and occupancy of the leased space. • At the request of the PSB provide cost of general office cleaning and garbage removal.

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PSB'S Responsibilities	• PSB shall be responsible at its sole cost for ensuring that the exercise areas of the Leased Property at all times is kept in a clean, neat and tidy condition, including the housekeeping and the removal of animal waste, garbage, and debris from the premises. • PSB to pay Rent and Additional Rent on a monthly basis upon receipt of an invoice from the Board. • The cost of the maintenance services to be provided by the Board at the Boards regular rates, as increased from time to time to reflect new union wage and benefit rates, inflation, and changes in the cost of materials, plus all applicable taxes. • The actual cost of the general office cleaning and garbage removal to be provided by the Board, plus a 12% administrative mark-up. • At PSB's sole cost they will maintain the Leased Property and all leasehold improvements in good repair, subject to reasonable wear and tear.
Repair Standards	The Tenant shall ensure that all work to be performed by it pursuant to the terms of this Lease is performed in a good and worker like manner, and that all performance of all work and the completed repairs or alterations to the Leased Property , are in compliance with all Applicable Laws , and shall obtain all requisite building and other permits at its sole expense.
Access to Leased Property	The Landlord and the Board shall have the right to monitor construction of improvements on the Leased Property and to approve material changes in design and the Landlord's and the Board's employees, agents, and other representatives shall have reasonable access to the Leased Property during construction for the purpose of inspection. Such rights will be exercised on not less than 24 hours' prior notice to the Tenant , except in the case of emergency, when no notice shall be required. The Landlord shall be responsible for any damage caused to the Tenant's property or the Leased Property by the Landlord's employees or agents who pass through the Leased Property in the exercise of such access rights.
PSB and Board Insurance	The Landlord shall insure the Building at its sole cost. The Tenant at all times during the Term, and any renewal or extension thereof, at its own expense, shall take out and keep in full force and effect: (1) insurance upon property of every description and kind owned by the Tenant or for which the Tenant is legally liable (not including the Building) or installed by or on behalf of the Tenant, or located on the Leased Property including, without limitation, mechanical and electrical equipment, leasehold improvements, fixtures and contents, in an amount sufficient to cover the full replacement cost thereof, with coverage against all risks of physical damage, and naming the Landlord and the Board as loss payees;
Closure of Lands	• The PSB acknowledge that from time to time during the term, the Lands may be totally closed to the general public and or an admission fee may be charged for special events including the Canadian National Exhibition, The Honda Indy, The Royal Agricultural Winter Fair, Caribbean Carnival, and other similar events. • PSB agrees that access to the Leased Property during the Term shall be subject to access Restrictions. At such times, special provisions will be at PSB's sole cost, they will maintain the Leased Property and all leasehold improvements in good repair, subject to reasonable wear and tear made by the Board to facilitate access through the Lands and the Leased Property.

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Restoration of Leased Property	The Board is not required to restore, repair or replace any Leasehold improvements inventory furniture, chattels, signs, contents , fixtures or personal property of the PSB located on, in, under, above which serve this agreement.
Compliance with Collective Agreements	The PSB agrees to be bound by and to comply with all terms and conditions in any existing collective labour agreements and any renewals or extensions thereof which are binding upon the Board and/or the City. The Board will provide the PSB with copies of the relevant Agreements.

PARKING COMPOUND RELOCATION: BEND 19/20 (UNDER THE GARDINER)

