

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT is entered into this 22nd day of July, 2019 between

Sunnyhill Housing Cooperative Ltd referred to as "the CLIENT",

AND

Urban Matters CCC, referred to as "UM".

WHEREAS the CLIENT desires UM to perform certain services on behalf of the CLIENT, and UM desires to perform the same for compensation in accordance with the following terms and conditions.

BOTH PARTIES AGREE TO THE FOLLOWING:

1. Both parties agree to the attached STANDARD CONDITIONS OF AGREEMENT FOR UM'S SERVICES.
2. UM shall perform Work as defined by attached proposal to undertake **[Housing Regeneration Scoping Exercise]**. Any changes to the scope of this Work will require the written authorization of the CLIENT.
3. The CLIENT will compensate UM in accordance with the fee schedule and workplan attached to this agreement **(2019.07.22 Sunnyhill Cooperative Proposal Final)**. The CLIENT is not obliged to compensate UM for any Work outside the defined scope, and any changes not authorized in writing.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed, as set forth below.

SUNNYHILL HOUSING COOP

[CLIENT]

By: SARA REIMER

Date: July 24, 2019

Title: CHAIR OF BOARD

Urban Matters CCC

By: [Signature]

Date: July 22, 2019

Title: Housing Development Lead

STANDARD CONDITIONS OF AGREEMENT FOR UM'S SERVICES

1. INDEPENDENT CONSULTANT

UM shall be and operate as an independent consultant in the performance of the Work. UM shall perform the Work in accordance with its own methods in an orderly and professional manner and shall have complete control over and responsibility for all personnel performing the Work. Except as authorized in writing by the CLIENT, UM shall not enter into any agreements or undertakings for or on behalf of the CLIENT or act as or be an agent or employee of the CLIENT.

2. PERFORMANCE OF UM

UM shall provide and pay for all equipment, personnel, materials, and whatever else is needed for the proper execution and completion of the Work. The Work shall be performed in a timely, efficient manner. UM shall be properly licensed, equipped, organized, and financed to perform the Work, and shall pay all sales, consumer, use and other similar taxes required by law, and shall secure all permits, fees and licenses necessary for the execution of the Work including but not limited to GST/HST and Workers' Compensation registration.

UM shall carry out the Work in a manner that is consistent with the level of care and skill exercised by members of a profession currently working under similar conditions.

UM shall ensure that all persons who perform the Work shall be competent and properly qualified. UM will be responsible for the acts and omissions of its employees, subcontractors and agents.

UM shall not assign or sublet the Work without the written consent of the CLIENT, said consent not to be unreasonably withheld. Such consent shall not relieve UM of its obligations or liabilities under the agreement.

UM shall comply with all laws, rules and regulations applicable to the Work.

UM is solely responsible for the payment of all contributions or taxes to be paid on or to persons employed by UM on Work performed hereunder and will indemnify and hold harmless the CLIENT from any such liability.

UM shall be responsible for the health and safety, and shall provide and maintain a safe working environment, for all its employees, agents, subcontractors and invitees. UM shall adopt, supervise, and enforce reasonable and adequate safety requirements, including the CLIENT's site safety rules and any safety plan or requirements which may be established by the CLIENT, and shall at all times observe and comply fully with all applicable laws, codes, ordinances, rules and regulations relating to health and safety. Notwithstanding the acceptance of these responsibilities, UM shall not be the Prime Contractor for the Work as defined and contemplated by Workers' Compensation regulations.

The CLIENT may award other contracts for additional work and UM shall fully co-operate with such other contractors and carefully fit its own Work to that provided under the other contracts, as may be directed by the CLIENT. UM shall not commit or permit any act which will unreasonably interfere with the performance of work by another.

3. PAYMENT

The CLIENT shall only be obligated to reimburse UM for the performance of Work authorized by the CLIENT. Unless otherwise agreed, UM shall provide monthly invoices to the CLIENT, together with any necessary supporting documentation. The CLIENT will pay UM within thirty days of the date of UM's monthly invoice.

Invoiced amounts not paid by the CLIENT within thirty days shall bear interest at the rate of 3% above the prime commercial lending rate of the Royal Bank of Canada, which amount shall be due and payable until paid. Such interest shall be calculated and added to any unpaid amounts monthly.

4. TITLE TO DATA AND INFORMATION

The CLIENT agrees that all legal interest and title to data, documents, photographs, drawings, analyses, graphs, reports, or other subject matter, including all copyright and intellectual property, prepared, procured, or produced in the rendition of the services shall at all times remain the property of UM.

The CLIENT may copy and use any of the above described items for record and maintenance purposes and for any future renovation, repair, modification and extension work undertaken with respect to that part of the project to which UM's services relate.

5. NONDISCLOSURE

UM shall not disclose to third parties without the written consent of the CLIENT any information produced, developed, or obtained in connection with the performance of this Agreement. If so requested by the CLIENT, UM shall execute a nondisclosure agreement and shall require its suppliers and subcontractors to execute a similar nondisclosure agreement.

6. INDEMNIFICATION

UM agrees to indemnify and hold harmless the CLIENT from damages incurred by the CLIENT or any third parties (including the CLIENT's employees) to the extent arising out of or in connection with errors, omissions, or negligent or unlawful performance of the Work by UM. The CLIENT agrees to indemnify UM for damages incurred by UM or any third parties (including UM's employees) to the extent the CLIENT commits errors or omissions or is found to be negligent.

Neither party shall be liable to any other for any consequential damages arising out of or related to this Agreement.

7. INSURANCE AND LIABILITY

UM represents that it now carries and shall make reasonable efforts to continue to carry the following insurance coverage and limits:

- | | |
|--|------------------------|
| a. Worker's Compensation | Statutory Requirements |
| b. Automobile Insurance | \$2,000,000 |
| c. Comprehensive General Liability Insurance | |
| - Each Occurrence | \$ _____ |
| - Aggregate | \$ _____ |
| d. Professional Liability Insurance | |
| - Each Occurrence | \$ _____ |
| - Aggregate | \$ _____ |

Amounts of insurance to be as per client requirements not to exceed \$10,000,000

UM's liability for claims which the CLIENT has or may have against UM or UM's employees, agents, representatives and subconsultants under this agreement, whether these claims arise in contract, tort, negligence or under any other theory of liability, will be limited:

- a. To claims brought within the limitation period prescribed by law in the jurisdiction in which the project is located, or where permitted by law, within ten years of completion or termination of the Work, whichever occurs first; and
- b. To the amount of insurance carried by UM as noted above.

CLIENT acknowledges this contract is with UM, the corporation, and agrees to limit any claim they may have to the corporation without liability on any part of any officer, director, member, employee, or agent of the corporation.

8. TERMINATION

At the CLIENT's convenience, the CLIENT may terminate this Agreement by giving UM written notice of such termination. In the event of such termination, an equitable adjustment shall be made in the compensation to be paid to UM under this Agreement. Upon receipt of any notice of termination UM shall immediately stop performance of the Work to the extent specified in such notice. In no event shall the CLIENT be liable for any loss of revenue or profit incurred by UM as a result of any termination.

If the CLIENT fails to make payment to UM in accordance with this Agreement, UM may by written notice to the CLIENT require that such default be corrected. If within five business days of receipt of such notice, the CLIENT has not corrected the default by making payment or by taking such other steps as are acceptable to UM, UM may immediately terminate this Agreement. In such event, all invoiced but unpaid amounts shall be immediately due and payable.

In the event of any other default by the CLIENT, UM shall have the right to claim damages but not terminate this Agreement.

The rights and obligations created by this Agreement shall survive the completion, termination or cancellation of this Agreement.

9. DISPUTE RESOLUTION

At the written request of either the CLIENT or UM, the CLIENT and UM shall attempt to resolve any dispute between them arising out of or in connection with this agreement by entering into non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. Failing such agreement, the mediator shall be appointed by reference to a Judge of the Court of the province within which the project is located.

If a dispute cannot be settled within a period of thirty calendar days with the assistance of a mediator as outlined in this section or such longer period of time as may be agreed to by the parties, the dispute may, with the written concurrence of both parties, be referred to and resolved by way of binding arbitration by a single arbitrator. The arbitrator shall be appointed by agreement of the parties. Failing such agreement, the arbitrator shall be appointed by reference to a Judge of the Court of the province within which the project is located. The decision of the arbitrator shall be final and binding on the parties.

10. SUCCESSORS AND ASSIGNMENT

This agreement shall enure to the benefit of and be binding upon the parties hereto, and except as provided herein, shall be binding upon their successors, assigns, executors and administrators.

Except as set forth herein, neither party may assign this Agreement without the prior written consent of the other.