



## SCHEDULE B

### SERVICE LEVEL AGREEMENT

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For purpose of this document, the parties are identified as follows:

Landlord:

Tenant:

Common Space:

This Service Level Agreement (the "SLA") forms part of the Agreement made as of \_\_\_\_\_ between the City of Vancouver ("CoV"), as Landlord, and \_\_\_\_\_ for the Premises located at \_\_\_\_\_. This Service Level Agreement shall not be amended unless the Landlord and the Tenant agree to any amendment in writing.

The purpose of this SLA is to clarify roles and responsibilities for the maintenance, repair and replacements pertaining to the Premises, to ensure the Premises remains in good repair, and that it meets prevailing licensing, health, fire safety and building code requirements. This SLA is intended to protect the Landlord's capital asset and to ensure the Premises are safe for the Tenant's officers, employees, agents, contractors, subcontractors, licensees, teachers, students and permittees. The Landlord reserves the right to recover any costs incurred from loss, damage or otherwise, due to the negligence of the Tenant or its officers, employees, agents, contractors, subcontractors, licensees and permittees.

Generally the Tenant will pay their portion of operating building expenses and common costs and will submit to the Landlord for consideration of reimbursement from the facility reserve fund. The costs for items marked with a check-box  in the far right column will be covered by the facility reserve fund for the Premises to be held by the Landlord, subject to the availability of sufficient funds.

Those items whose costs are shared between the \_\_\_\_\_ and the CoV are identified in this SLA under the column "Party To Pay For The Work" as "\_\_\_\_\_/ CoV (*prop share*)", and, unless otherwise specified in this SLA, shall be apportioned on the following basis:

- \_\_\_\_\_
- \_\_\_\_\_
- and otherwise, on a reasonable basis as agreed to between the parties.

For the purposes of this document, when CoV is listed as the party responsible for payment of the life cycle replacement costs of a system, CoV is only responsible for payments excess to the costs paid by the contingency reserve funds.

Nothing in this SLA shall restrict, abridge, circumscribe or substitute for any of the other rights and remedies of the Landlord set out in the Agreement. Further, as this SLA forms part of the Agreement, default by the Tenant or Landlord in its obligations enumerated in this SLA is default under the Agreement.

ITEM	DESCRIPTION	PARTY TO PERFORM THE WORK	PARTY TO PAY FOR THE WORK	Reimbursement consideration to _____ <input checked="" type="checkbox"/>
1.	<b>Heating, Ventilation and Air Conditioning exclusive to or within the Premises (excluding common equipment/systems)</b>			
a	annual inspection			
b	routine maintenance and repair			
c	provision & replacement of filter material			
d	cleaning of ducts			
e	life cycle replacement (Capital Maintenance)			
2.	<b>Common Heating, Ventilation and Air Conditioning (systems serving more than the Premises)</b>			
a	annual inspection, maintenance and repair			
b	life cycle replacement			
3.	<b>Plumbing Systems exclusive to or within the Premises (excluding common systems/equipment)</b>			
a	preventive maintenance and repairs to hot water heat systems and domestic cold water systems			
b	major repairs and replacement of hot water heating systems and domestic cold water systems			
c	repairs to all fixtures including faucets, unplugging toilets and all other routine repairs			
d	life cycle replacement of hot water systems, fixtures and piping			
e	maintenance and repairs of sump pumps			
f	life cycle replacement of sump pumps			

ITEM	DESCRIPTION	PARTY TO PERFORM THE WORK	PARTY TO PAY FOR THE WORK	Reimbursement consideration to _____ <input checked="" type="checkbox"/>
4.	<b>Common Plumbing Systems (systems serving more than the Premises)</b>			
a	annual inspection, maintenance and repair			
b	life cycle replacement			
c	maintenance and repairs of sump pumps			
d	life cycle replacement of sump pumps			
5.	<b>Mechanical Systems exclusive to or within the Premises (excluding common systems/equipment)</b>			
a	preventive maintenance and repairs			
b	installation, maintenance and replacement of additional equipment provided and installed by the Tenant (ie, thermostats)			
c	life cycle replacement			
d	lobby elevator - maintenance and repair			
e	lobby elevator - life cycle replacement			
6.	<b>Common Mechanical Systems (systems serving more than the Premises)</b>			
a	annual inspection, maintenance & repair			
b	life cycle replacement			
c	freight elevator in ASP 1 - maintenance and repair			
d	freight elevator in ASP 1 - life cycle replacement			

ITEM	DESCRIPTION	PARTY TO PERFORM THE WORK	PARTY TO PAY FOR THE WORK	Reimbursement consideration to _____ <input checked="" type="checkbox"/>
7.	<b>Fire Protection &amp; Suppression Systems exclusive to or within the Premises or within ASP 2, as applicable</b>			
a	<b>Fire extinguishers within Premises:</b> monthly and annual inspection; repairs, recharging, and life cycle replacement			
b	<b>Smoke detectors within Premises:</b> monthly and annual inspection; repairs and/or life cycle replacement			
c	<b>Fire alarm system within ASP 2:</b> monthly and annual inspection; maintenance, repairs			
d	<b>Fire alarm system within ASP 2:</b> life cycle replacement			
e	<b>Fire sprinkler system:</b> annual inspection (or more frequently as required); maintenance and repairs			
f	<b>Fire sprinkler system:</b> life cycle replacement			
8.	<b>Development-wide Common Fire Protection &amp; Suppression Systems (systems serving more than the Premises and ASP 2)</b>			
a	annual inspection, maintenance and repairs of the fire alarm system			
b	life cycle replacement of fire alarm system			
c	annual inspection, maintenance and repair of fire sprinkler system			
d	life cycle replacement of fire sprinkler system			
9.	<b>Security Systems dedicated to or within the Premises</b>			

ITEM	DESCRIPTION	PARTY TO PERFORM THE WORK	PARTY TO PAY FOR THE WORK	Reimbursement consideration to _____ <input checked="" type="checkbox"/>
a	system monitoring, inspection, maintenance and repair			
b	life cycle replacement			
c	repair, replacement, rekeying of all locks			
<b>10.</b>	<b>Development-wide Common Security Systems (systems serving more than the Premises and ASP 2)</b>			
a	system monitoring, inspection, maintenance and repair			
b	life cycle replacement			
c	provision and replacement of fobs, keys and other similar access devices for secure common areas of the Building and the site			
<b>11.</b>	<b>Electrical Distribution Systems exclusive to or within the Premises (excluding common systems/equipment)</b>			
a	repairs and upgrades required by code			
b	inspection, maintenance and repair of wiring, breakers and electrical panels			
c	repair or replacement of switches, receptacles, cover plates			
d	life cycle replacement of wiring, breakers and panels			
e	additions, enhancements to meet tenant's program needs, including ongoing maintenance			
<b>12.</b>	<b>Common Electrical Distribution Systems (systems serving more than the Premises)</b>			

ITEM	DESCRIPTION	PARTY TO PERFORM THE WORK	PARTY TO PAY FOR THE WORK	Reimbursement consideration to _____ <input checked="" type="checkbox"/>
a	repairs and upgrades required by Code or initiated by Strata			
b	inspection, maintenance and repair of electrical distribution systems to the tenant's premises			
c	life cycle replacement of electrical distribution systems to the tenant's premises			
d	maintenance, repair and replacement of auxiliary power generating systems <i>(located within Strata space)</i>			
<b>13.</b>	<b>Lighting Systems exclusive to or within the Premises</b>			
a	bulb/tube replacement for interior lighting			
b	annual inspection and maintenance of interior emergency/exit lighting			
c	interior lighting ballast replacement			
d	cleaning of interior light fixtures			
e	life cycle replacement of interior fixtures and emergency/exit lighting (except specialty fixtures, ie, theatrical lighting)			
f	maintenance and repair of all specialty lighting systems and fixtures			
g	replacement of all specialty lighting systems and fixtures			
h	maintenance, repair, and life cycle replacement of exterior lighting (fixed to the exterior shell of the Premises)			
i	provision, maintenance, repair and replacement of portable lighting fixtures			

ITEM	DESCRIPTION	PARTY TO PERFORM THE WORK	PARTY TO PAY FOR THE WORK	Reimbursement consideration to _____ <input checked="" type="checkbox"/>
14.	<b>Common Lighting Systems (systems serving more than the Premises)</b>			
a	inspection, maintenance, repair and cleaning			
b	life cycle replacement			
15.	<b>Interior windows within the Premises, and Exterior windows within the Premises and/or ASP 2 (as applicable)</b>			
a	breakage, routine repair and replacement of interior windows			
b	breakage and routine repairs of exterior windows of the Premises			
c	life cycle replacement of exterior windows (Premises and ASP 2)			
d	cleaning of interior windows, and interior surfaces of exterior windows of Premises			
e	cleaning of exterior surfaces of exterior windows of all ASP 2			
16.	<b>Common Area Windows</b>			
a	breakage, routine repair and replacement			
b	cleaning, interior and exterior surfaces			
17.	<b>Interior and Exterior Doors within the Premises</b>			
a	maintenance, repair and life cycle replacement of interior doors, including hardware			
b	maintenance, repair and life cycle replacement of interior doors			

ITEM	DESCRIPTION	PARTY TO PERFORM THE WORK	PARTY TO PAY FOR THE WORK	Reimbursement consideration to _____ <input checked="" type="checkbox"/>
c	maintenance and repair of exterior doors, including hardware			
d	life cycle replacement of exterior doors, including hardware			
<b>18.</b>	<b>Development-wide Common Area Doors</b>			
a	maintenance and repair			
b	life cycle replacement			
<b>19.</b>	<b>Interior Surfaces within the Premises</b>			
a	interior life cycle repainting			
b	provision, maintenance and cleaning of window applications, including but not limited to blinds and curtains			
c	repairs to interior walls and ceilings, including minor painting			
d	life cycle replacement of ceiling tiles			
e	interior repairs due to building systems failures such as roof leaks, exterior walls and foundation leaks <i>not</i> caused by the Tenant's occupation or operations			
f	maintenance and repair of floor coverings, including carpet and tile			
g	life cycle replacement of floor coverings			
h	maintenance and repair of millwork			
i	life cycle replacement of millwork			
<b>20.</b>	<b>Common Area Interior Surfaces</b>			



ITEM	DESCRIPTION	PARTY TO PERFORM THE WORK	PARTY TO PAY FOR THE WORK	Reimbursement consideration to _____ <input checked="" type="checkbox"/>
a	all maintenance and repairs			
b	all capital maintenance and replacement			
<b>21.</b>	<b>Major Structural Systems included within the Premises</b>			
a	maintenance and repairs of foundations, flooring sub-structure, building envelope including bearing walls, awning and roofing, due to damage related to the tenancy			
b	replacements of foundations, flooring sub-structure, building envelope including bearing walls, awning and roofing, due to damage <i>not</i> related to the tenancy			
c	repairs and painting of exterior surfaces including windows, trim fascia & soffits			
d	exterior life cycle repainting			
e	cleaning of eaves troughs, gutters and awning (glass canopy)			
f	cleaning of roof drains and roof areas			
<b>22.</b>	<b>Major Structural Systems external to the Premises</b>			
a	all repairs and replacements			
<b>23.</b>	<b>Development-wide Common Site Services</b>			
a	landscaping repairs & maintenance			

ITEM	DESCRIPTION	PARTY TO PERFORM THE WORK	PARTY TO PAY FOR THE WORK	Reimbursement consideration to _____ <input checked="" type="checkbox"/>
b	general cleaning of grounds, litter disposal			
c	snow and ice removal from steps, walkways, entrances including the provision of de-icing materials			
d	snow and ice removal from entrance to parking areas			
e	snow and ice removal from roof areas			
f	repairs of water and sewage systems beyond the building perimeter (unless deemed to be caused by the Tenant)			
g	maintenance, repair and replacement of gates and fences (excluding tenant specific gates and fences)			
h	Utilities, maintenance & repair of parking areas			
i	graffiti removal			
j	maintenance and repair of bike storage room (dedicated to ASP 2)			
k	pest control services for exterior and interior common areas			
l	Utilities, maintenance & repair of shared/common areas (ie, loading bay, generator room, recycling & compactor room)			
<b>24.</b>	<b>Exterior Signage for the Premises</b>			
a	design, installation, maintenance, repair and replacement (subject to prior approval of CoV and Strata)			

ITEM	DESCRIPTION	PARTY TO PERFORM THE WORK	PARTY TO PAY FOR THE WORK	Reimbursement consideration to _____ <input checked="" type="checkbox"/>
25.	<b>Interior Signage within the Premises</b>			
a	design, installation, maintenance, repair and replacement			
26.	<b>Audio/Visual Building and Performance Systems within the Premises</b>			
a	inspection, maintenance, and repair of all audio/visual systems			
b	life cycle replacement of all audio/visual systems			
27.	<b>Janitorial Services within the Premises</b>			
a	routine janitorial/custodial services			
b	janitorial/custodial services for performances or special events			
c	provision of routine washroom supplies			
d	provision of washroom supplies for performances or special events			
e	garbage and recycling removal services			
f	pest control services (interior)			
28.	<b>Common Area Janitorial Services</b>			
a	routine janitorial/custodial services			
b	provision of all washroom supplies			
c	garbage and recycling services			
29.	<b>Appliances, Program and Other Non-Installed Equipment within the Premises</b>			

ITEM	DESCRIPTION	PARTY TO PERFORM THE WORK	PARTY TO PAY FOR THE WORK	Reimbursement consideration to _____ <input checked="" type="checkbox"/>
a	inspection, maintenance and repair of all non-building equipment including stoves, refrigerators, microwaves, coolers, free standing cabinets, track lighting			
b	replacement of all appliances, program and non-installed equipment			
c	maintenance, repair and replacement of furniture			
<b>30.</b>	<b>Renovations and Upgrades within the Premises</b>			
a	any renovations, alterations, upgrades, additions, enhancements or improvements beyond what was originally provided during construction (subject to prior approval by CoV and if required, Strata)			
<b>31.</b>	<b>Utilities (provided to/directly serving the Premises and including common floor areas)</b>			
a	electricity for the Premises			
b	electricity common areas (parkade, etc)			
c	gas (common area)			
d	water and sewer serving ASP 2			
e	all other municipal utilities charges which appear on the property tax notice (ASP 2)			
<b>32.</b>	<b>Business Operations</b>			
a	staff costs			-

ITEM	DESCRIPTION	PARTY TO PERFORM THE WORK	PARTY TO PAY FOR THE WORK	Reimbursement consideration to _____ <input checked="" type="checkbox"/>
b	telephone, internet & cable services			
c	Insurance (CGL, TLL, business interruption, contents, etc. in accordance to Article 6)			
d	insurance (building shell)			
e	supplies and equipment, including bathrooms, kitchens and meeting rooms, where applicable			
e	security services related directly to the Premises (refer also to Item 9)			
<b>32.</b>	<b>Payment of Strata Common Area Costs</b>			
•	Category of common costs associated with the renewal of systems or building envelope serving only the air space parcel and administered by CoV			
•	Category of common costs associated with the renewal of project-wide shared systems (Shared Costs (Site))			

**Life Cycle Replacement**

Life cycle replacement is based on fair wear and tear. The need of such replacement is at the Landlord’s sole discretion.

**Damage**

Notwithstanding the foregoing, it is a condition hereof that the Landlord’s obligation to maintain, repair, and replace parts of the Premises as indicated above is always subject to the availability of funds currently budgeted by the Landlord for such purposes at the Premises.