

THIS AGREEMENT made and entered into this 14th day of March

A.D. 1969.

UNIVERSITY OF CALGARY ARCHIVES

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B E T W E E N:

THE STUDENTS UNION, THE UNIVERSITY OF CALGARY, a body corporate, created pursuant to The Universities Act of the Province of Alberta, being Chapter 105 S.A. 1966, (hereinafter called "the Union"),

University of Calgary Archives

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OF THE FIRST PART

- and -

THE GOVERNORS OF THE UNIVERSITY OF CALGARY, a corporation created pursuant to The Universities Act of the Province of Alberta, being Chapter 105 S.A. 1966, (hereinafter called "the Governors"),

OF THE SECOND PART

- and -

MacEWAN HALL DIRECTORATE, a body corporate, incorporated pursuant to Part 9 of The Companies Act of the Province of Alberta, being Chapter 53 R.S.A. 1955, (hereinafter called "the Directorate"),

OF THE THIRD PART

WHEREAS the Governors and the Union have constructed a building called and hereinafter referred to as "MacEwan Hall" on that parcel or tract of land outlined in red on the plan annexed hereto and marked Schedule "A";

AND WHEREAS the Governors and the Union have agreed to lease MacEwan Hall to the Directorate for a term of Five (5) years, in order that the Directorate may maintain, administer, manage and operate MacEwan

McLAWS & COMPANY

OPERATING AGREEMENT.

Hall and institute, supervise and conduct social and education programs utilizing the facilities of MacEwan Hall:

AND WHEREAS the Governors and the Union deem it expedient to define the obligations of each such party and the Directorate in relation to the operation of MacEwan Hall.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the mutual promises, covenants, and agreements hereinafter contained on the part of the parties hereto to be observed and performed, the parties hereto covenant and agree as follows:

ARTICLE I

DEFINITIONS & INTERPRETATION

1.01 DEFINITIONS

The following expressions, where used in this Agreement, shall have the following meanings:

- a) "MacEwan Hall" - means that building the ownership of which is vested in the Governors and the Union in the following approximate percentages, namely:

| | |
|-----------|-----|
| Governors | 45% |
| Union | 55% |

constructed on that parcel or tract of land outlined in red on the plan annexed hereto and marked Schedule "A";

- b) "Lessee or Lessees" - shall mean the occupant or occupants other than the Governors and/or the Union of space in

MacEwan Hall under leases and agreements for tenancy from time to time in effect;

- c) "Persons" - shall include individuals, firms or corporations;
- d) "Board" - shall mean the Board of Directors from time to time of the Directorate;
- e) "Director" - shall mean the Director of MacEwan Hall for the time being and from time to time as appointed by the Directorate;
- f) "Fiscal Year" - shall mean the fiscal year of the Directorate as determined in this Agreement;
- g) "Said Lease" - means that certain Lease Agreement between the Union and the Governors as Lessors and the Directorate as Lessee, a copy of which is annexed hereto and marked Schedule "B", and by reference made a part hereof.

1.02 INTERPRETATION

The captions and headings in this Agreement are for convenience of reference only and shall not affect the scope, intent or interpretation of any provision. This Agreement shall be construed and governed by the laws of the Province of Alberta.

ARTICLE II

OPERATION OF MacEWAN HALL

2.01 The Governors and the Union as Lessors agree to lease MacEwan

Hall to the Directorate as Lessee for a term of five (5) years upon the covenants, conditions and provisos in the said Lease contained and the Directorate undertakes and agrees to accept the said Lease.

2.02 The parties hereto agree that the Directorate shall have full license and authority to administer, manage and operate MacEwan Hall to and for the use and benefit of the Governors and the Union subject always to the covenants, conditions and provisos in the said Lease contained and without limiting the generality hereof, may enact and enforce such rules and regulations as the Directorate may deem necessary for the proper maintenance, administration, management and operation and good government of MacEwan Hall.

2.03 All rents received by the Directorate from the Bank of Montreal and from the Lessee or Lessees of the area reserved for a barbershop shall be forthwith transferred and delivered to the Controller of the University who shall apply the same firstly to offset the cost of maintenance, upkeep and services provided to each such Lessee by the Governors in accordance with Article VII hereof and secondly as a credit to the capital account of the Union relative to its interest in MacEwan Hall. All rents received by the Directorate from any other lease or leases shall be delivered to the Controller and applied firstly to offset the cost of maintenance, upkeep and services provided to each such lessee by the Governors in accordance with Article VII hereof, and secondly to the general revenue of the Directorate.

2.04 The Directorate shall supervise the moving in of any Lessee or Lessees and insofar as is possible, arrange the dates so that there shall

be a minimum of disturbance to the operation of MacEwan Hall and of inconvenience to Lessees in MacEwan Hall.

- 2.05
- a) The Directorate shall engage a Director who shall be responsible to the Board for the implementation and enforcement of the Directorate's policies, rules and regulations.
 - b) The Directorate shall cause to be hired, supervised and discharged all persons necessary in the opinion of the Directorate to be employed in order to properly administer, manage and operate MacEwan Hall. The duties to hire, supervise and discharge all or any of such persons may be delegated by the Directorate to the Director.
 - c) The Directorate shall undertake to use due care in the selection of the Director and of each person in the general employ of the Directorate.

2.06 The fiscal affairs, personnel policies, purchasing procedures and all other general business affairs of the Directorate shall be provided to the Directorate through the business office of the University of Calgary at the expense of the University, and in consideration therefor the Directorate agrees to utilize and employ the facilities of the business office in performance thereof.

The Controller of the University shall act as the Treasurer of the Directorate.

2.07 The fiscal year of the Directorate shall be the fiscal year of the

University.

ARTICLE III

3.01 The Governors shall, except as may be otherwise provided in Article VII hereof, assume the entire financial responsibility for all capital and operating expenses incurred by the Governors through the maintenance, administration, management and operation of any area or areas, in MacEwan Hall leased from the Directorate.

3.02 The Union shall except as may be otherwise provided in Article VII hereof, assume the entire financial responsibility for all capital and operating expenses incurred by the Union through the maintenance, administration, management and operation of any area or areas in MacEwan Hall leased from the Directorate.

3.03 The Directorate shall, except as may be otherwise provided in Article VII hereof, assume the entire responsibility for all other capital and operating expenses incurred through the maintenance, administration, management and operation of MacEwan Hall.

ARTICLE IV

BUDGET

4.01 In each and every fiscal year, as may be required by the Governors and the Union, the Directorate shall prepare and submit to the Governors and the Union an operating budget and a capital budget, with each budget setting forth and specifying the estimated monetary requirements and expenditures of the Directorate necessary in accordance with the provisions of this Agreement

and the said Lease and in the opinion of the Directorate to fully perform and carry out the maintenance, administration, management, operation of and the necessary capital expenditures to and for MacEwan Hall for the ensuing fiscal year.

4.02 Neither the Directorate, the Board, the Director nor any other officer or servant of the Directorate shall cause or permit any current or deferred capital or operating expenditures to be made or incurred unless and until approval of the operating budget and capital budget have been granted by both the Union and the Governors.

4.03 Each operating budget and capital budget submitted by the Directorate shall provide and include (where applicable) full and adequate details of the following:

- a) All projected capital and/or operating expenses and expenditures of, to and for MacEwan Hall including projected expenses of instituting, supervising and conducting in MacEwan Hall social and educational programs sponsored by the Directorate;
- b) Projected income revenues from MacEwan Hall;
- c) All other sources of funds;
- d) Maintenance expenses to be assumed by the Governors under Article VII hereof;

PROVIDED HOWEVER, that no operating budget or capital budget to be submitted by the Directorate shall include or provide for capital and operating expenses

incurred by or to be borne directly by the Governors or the Union through the maintenance, administration, management and operation by the Governors and the Union of the areas respectively leased by each.

4.04 For the purpose of allocating the contributions of the Governors and the Union to the budget or budgets submitted by the Directorate and approved by the Governors and the Union, there shall be deducted from the gross budget amount as submitted by the Directorate, the maintenance expense to be assumed by the Governors under Article VII hereof, and the net budget amount after such deduction shall be allocated by the Governors and the Union and the amount of such allocation contributed by the Governors and the Union in the following percentages:

| | |
|-----------|-----|
| Union | 50% |
| Governors | 50% |

ARTICLE V

TERM

5.01 This Agreement shall become effective upon the 1st day of April, A.D. 1969 and shall terminate on the termination date of the said Lease or on such earlier date as the said Lease may be terminated as therein provided.

5.02 Notwithstanding anything in this Agreement otherwise contained, this Agreement may be terminated by either the Governors or the Union upon the party wishing to terminate delivering or serving the other parties to this Agreement notice in writing of its intention to terminate, and upon delivery of or service of said notice in writing in accordance with

Article VIII, this Agreement shall immediately terminate as to all parties hereto and be of no further force and effect.

5.03 Upon termination of this Agreement, the Directorate shall assign to the Governors and the Union the benefit of any and all leases, agreements, rights and benefits to MacEwan Hall of the interest of the Directorate therein, as and to the extent that the Governors and the Union shall require such leases, agreements, rights and benefits to be so assigned.

ARTICLE VI

INSURANCE - LIABILITY

6.01 The Governors shall effect not later than the commencement of the said Lease and shall keep in force during the term thereof and hereof insurance protecting the Directorate, the Governors and the Union against claims arising from any accident or occurrence within or upon MacEwan Hall excepting any area or areas leased by the Union, for any cause to an amount not less than Two Hundred Thousand (\$200,000.00) Dollars, or from time to time, such greater amounts as shall be sufficient.

6.02 The Union shall effect not later than the commencement of the said Lease and shall keep in force during the term thereof and hereof insurance protecting the Directorate and the Governors and the Union against claims for personal injury, death, property damage or third party or public liability claims arising from any accident or occurrence within or upon any area or areas leased by the Union for any cause to an amount not less than Two Hundred Thousand (\$200,000.00) Dollars or from time to time such greater amounts as shall be sufficient.

6.03 The Governors shall effect, not later than the commencement of the said Lease and shall keep in force throughout the term thereof and hereof, insurance upon MacEwan Hall and all fixtures and improvements erected therein and thereon (excluding fixtures or improvements the property of the Union) in the joint names of the Governors, the Union and the Directorate, protecting the Governors, the Union and the Directorate against loss or damage caused by:

- a) Fire and such other peril that may from time to time be included in the standard fire insurance policy, additional perils, supplementary contracts generally available in the Province of Alberta;
- b) Risks normally insured in the Province of Alberta for a building of construction, location and use similar to MacEwan Hall; and
- c) Risks which the Governors and the Union or the Directorate may from time to time reasonably require to be insured against.

All insurance effected by the Governors pursuant to this Article VI shall be consistent with and comparable to insurance carried by the Governors on other building on the campus and shall in any case be for an amount sufficient to prevent the Governors and the Union or either of them being considered a co-insurer with the insured. No provision in this Article VI shall be construed so as to require the Governors to insure any personal property of the Union or the Directorate.

ARTICLE VII

MAINTENANCE

7.01 The Governors shall, at their own expense, provide maintenance, caretaking service, heat, electric light and power to and for MacEwan Hall to a standard consistent with and comparable to the standard of maintenance, caretaking service and utilities supplied for other buildings on the campus, provided however, that in no event shall the Governors be liable for direct or indirect or consequential damage or damages which may arise by reason of the operation or non-operation of heating, electrical and power or water equipment.

ARTICLE VIII

NOTICE

8.01 Any notice or election which any party to this Agreement is entitled or required to give shall be deemed to have been duly given to any other party if in writing and delivered to some responsible officer or official of such party or if mailed by postage prepaid registered mail and addressed as follows:

Governors:

Vice-President (Business)
University of Calgary
Calgary 44, Alberta

Union:

The President
The Students Union
University of Calgary
Calgary 44, Alberta

Lessee:

The Director of MacEwan Hall
University of Calgary
Calgary 44, Alberta

Any party may from time to time change its foregoing address for service by giving written notice to the other parties. Any notice may be served by delivering personally, or by mailing the same by registered post, postage prepaid, in a properly addressed envelope addressed to the party or parties to whom the notice is to be given at such party or parties stated address for service, and any such notice so served shall be deemed to be given and to be received by the addressee twenty-four (24) hours after the mailing thereof.

ARTICLE IX

ENUREMENT

9.01 This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed these presents as of the day and year first above written.

THE STUDENTS UNION, THE UNIVERSITY
OF CALGARY

Per: Luigi Di Marco, President

Per: Jan. E. Jorles

THE GOVERNORS OF THE UNIVERSITY OF
CALGARY

Per: [Signature]

Per: [Signature]

MacEWAN HALL DIRECTORATE

Per: [Signature]

Per: [Signature]