

THIS AGREEMENT MADE THIS 5th DAY OF July, 2018.

BETWEEN:

The City of Regina
a city, continued under *The Cities Act*, c. C-11.1, S.S. 2002
(the "City")

- and -

**Pattison Outdoor Advertising LP, by its general partner,
Pattison Outdoor Advertising Ltd.**
(“the Licensee”)

Definitions

1. For the purpose of this Agreement:

“Advertising Benches” means Benches equipped with display panels on which advertising can be placed, and on which the Licensee is permitted to place advertising subject to the terms of this agreement;

“Benches” means seating structures located at transit stops and includes Advertising and Non-Advertising Benches installed by the Licensee;

"Director" means the Director of Transit of the City or his or her designate;

“Non-Advertising Benches” means Benches which are not equipped with advertising display panels and upon which the Licensee is not to place or permit advertising.

Term

2. The term of this Agreement is five years beginning July 1, 2018 and expiring June 30, 2023 (the “Term”).

License

3. Subject to the terms and conditions of this Agreement, the City grants the Licensee exclusive rights to:
 - (a) install Advertising Benches at the transit stop locations identified in Schedule A and at additional transit stop bench locations, subject to the terms of this Agreement; and
 - (b) to advertise on the Advertising Benches installed pursuant to this Agreement.

License Fee and Remittances

4. The Licensee will pay the City an annual fee (the "Annual Fee") of \$455 CDN, per Advertising Bench plus applicable sales taxes.
5. As new Advertising Benches are added by the Licensee pursuant to Section 27, or eliminated by the City pursuant to Section 28, the annual charge for each additional Advertising Bench will be prorated based on the months remaining in the calendar year in which the Advertising Bench is installed or removed. The prorated amount will become payable (or deductible, as the case may be), in equal instalments calculated pursuant to the remaining number of months in the calendar year in which the Advertising Bench is installed, on the first day of the month following the month on which the Advertising Bench is installed.
6. The annual fee shall be paid to the City in the form of equal monthly payments by the 10th day of each month during the term of the contract.
7. The monthly instalment payments shall be submitted to the City at the following address, unless the Licensee is otherwise notified of an alternate address by the City:

City of Regina
City Hall
Finance Department
Accounts Receivable Branch
Box 1790
Regina, SK
S4P 3C8

8. Amounts not paid when due will be subject to a late payment charge of 1.5 per cent per month (18 per cent per annum).

Performance Bond

9. The Licensee shall provide to the City a performance bond in the amount of \$15,000. The performance bond must be in a form acceptable to the City and duly issued by a surety acceptable to the City.
10. Without restricting the generality of the foregoing, the performance bond shall be irrevocable by the surety for 60 days past the term of this Agreement and for any renewals thereof.
11. The performance bond shall secure the performance of the Licensee of all obligations under this Agreement, whether expressly stated as "covenants", "responsibilities", "duties" or otherwise. The intention of the Parties is that recourse may be made in the event that any cost has been or may be incurred by the City on account of any act or omission of the Licensee or upon expiration or termination or imminent expiration or termination of this Agreement by whatever means.

Installation

12. Benches shall be installed by and remain the property of the Licensee.
13. Benches shall be installed at all locations as listed in Schedule A plus additional locations as provided for in this Agreement.
14. The Licensee shall ensure that Benches are installed:
 - (a) in a proper and safe manner sufficient for their intended use;
 - (b) in compliance with all applicable laws and regulations with respect to the method and work of installation, including *The Occupational Health and Safety Regulations of The Saskatchewan Employment Act* and any related or successor legislation; and
 - (c) in accordance with the installation and design specifications set out in Schedule C and any further specifications as provided by the City.
 - (d) Any bench installed must be placed on a concrete surface. If no concrete is present, a concrete pad must be installed at the Licensee's expense. Upon request of the Licensee, if the bench design allows for installation on another surface, the City may consent, in writing, to such alternate method of installation.
15. The type and design of the Benches shall be subject to the approval of the City.
16. The City shall be permitted to affix recycling bottle baskets to the Licensee's garbage receptacles. Any recycling bottle baskets affixed by the City shall become the property of the Licensee upon affixation. The City agrees that it shall be responsible for the method of affixation and any liability for any injury resulting therefrom. Licensee shall be required to retain the bottle baskets on the garbage receptacles for the duration of this Agreement. Upon termination or expiry of the Agreement Licensee may retain any bottle baskets and agrees that the City is not responsible for any damage that the baskets may cause to the receptacles.

Maintenance and Repair

17. The Licensee covenants at all times, to keep and maintain all the Benches and garbage receptacles in a good and safe condition of repair and in a clean and attractive appearance to the satisfaction of the Director of Transit. The Licensee agrees to remedy any breach of the provisions of sections 16, 17, 18 and 19 within 48 hours after receiving notice from the City to do so. The Licensee shall replace or repair, to the satisfaction of the Director of Transit, all Benches that are damaged or destroyed upon notice from the City and at the outset 48 hours after receiving written notice from the Director to do so.
18. Snow removal from and around the Benches shall be performed by the Licensee at times of normal maintenance and 48 hours after a snowfall.
19. Benches must be pressure washed at least four times a year to ensure benches are clean and free from dirt.

20. The Licensee shall remove garbage from any garbage receptacle and from the Bench and immediate vicinity once a week to prevent smells and other nuisances.
21. If the Licensee does not comply with a request of the Director under section 16, the City may take the necessary steps to remedy the breach, and the City may apply the Letter of Credit against the costs of such remedies, after providing the Licensee with written statements of the costs incurred by the City to remedy the breach.
22. The Licensee shall provide at its sole cost and expense, all materials, including all equipment and expendable materials required for the cleaning and maintenance of the Benches and the Bench foundation pads, snow removal and garbage collection.
23. Benches must have visible information on the Bench indicating the contact information for maintenance issues and must ensure that personnel are available at all reasonable times at that number to respond to concerns including but not limited to: Bench maintenance, garbage removal, Bench positioning, and advertising content.
24. The Licensee shall provide at its sole cost and expense, all management and labour required to provide the requested level of service, with all employees being hired by the Licensee, and in no way being construed to be employees of the City.
25. The Licensee shall maintain a current record of its maintenance activities pertaining to the Benches and the pads, including snow and garbage removal records. If the Licensee retains a subcontractor to perform any maintenance duties or repairs on the Benches, foundation pads, or garbage receptacles, including garbage collection and snow removal, the Licensee shall ensure that the subcontractor also keeps a current record of its maintenance and repair activities.
26. The Licensee shall provide to the City, on a weekly basis, a report showing the maintenance activities carried out with respect to the Benches, pads and garbage collection/receptacles in the two-week period. In addition, the City shall be entitled to obtain a report on maintenance activities at any other time upon request.
27. In the event that a Bench must be removed, the Licensee shall be responsible to landscape the surrounding terrain back to its original form. This will include either recovering the ground with sod, or seeding the ground and providing fill, or restoring concrete or bricks if necessary.

Additional Benches

28. (1) The Licensee shall install in the City of Regina at least 10 new Benches in each year of the Agreement. The Benches must have a garbage receptacle provided as part of the installation, unless a garbage receptacle already exists at the location.
 - (ii) Ownership of additional Benches will remain with the Licensee and the Licensee shall be responsible for all expenses necessary for the installation of all new Benches.

- (iii) The City shall provide the space the City considers adequate for the installation of the Benches that meet the requirements as set out in Schedule "C", provided that it is agreed by the parties that if for any reason the Director deems it desirable that any particular Bench installed pursuant to the terms of this Agreement should be removed entirely or relocated elsewhere, the Licensee will be required to remove such bench entirely or relocate it to a location approved by the Director.
- (iv) Notwithstanding the above, the City shall be entitled to approve the location and Bench style, design or material of any new Benches installed.

Elimination of Bench Locations

- 28. (1) The City shall be entitled to permanently eliminate Bench locations as a result of changes to transit routes, unsuitability, or renewal of the downtown area.
- (2) For the purposes of this section, the downtown area is defined as: Angus Street to Saskatchewan Drive to Osler Street to 13th Avenue.

City Use of Benches

- 29. The parties agree that the primary purpose of the Benches is to provide seating at transit stops for Regina Transit patrons. The parties agree that the public shall be entitled to make use of the Benches for that purpose.
- 30. The Licensee agrees that 10 Advertising Benches will be made available to the City free of charge to place advertisements. The City acknowledges it will be responsible to pay the production costs for any advertisement it uses. The advertising in this section shall be installed by the Licensee.

Advertising Policy Compliance

- 31. (1) All advertising on the Advertising Benches must comply with the Advertising Policy attached as Schedule "B" to this Agreement.
- (2) If any advertising does not comply with the Advertising Policy attached as Schedule B", it must be removed from the Benches immediately and the Licensee will remain liable to pay the City the associated fees.
- 34. The Licensee shall indemnify the City against, and save the City harmless from all costs, damages or expenses that the City incurs due to any action, or proceeding, or steps taken by any person, to have any advertising that is installed under this Agreement declared a nuisance, removed, or otherwise dealt with according to law.

Environmental Policies

35. The Licensee shall conform to any environmental policies or recycling programs adopted by the federal or provincial governments or by City Council, prior to the term of this Agreement. The City will not reimburse the Licensee for any costs associated with conforming to any such policies or programs. The City agrees to advise the Licensee of any such proposed policies or programs prior to their consideration by City Council.

Taxes and Licenses

36. The Licensee shall pay all taxes and licenses lawfully imposed in respect of the advertising.

The Licensee's Employees

37. (1) In this section, "**employee**" includes any individual director, officer, partner, sub-contractor, agent, employee or other person entering onto or having access to City-controlled or City-owned property at the request of the Licensee to perform any of the Licensee's covenants or exercise any of the Licensee's rights under this Agreement.
- (2) During the period when any employee of the Licensee is on or has access to City-controlled or City-owned property, the Licensee must, at its own expense, ensure that the employee:
- (a) is directed, supervised and, if necessary, disciplined by the Licensee;
 - (b) conforms to the City's standards of behaviour;
 - (c) complies with all applicable legislation including but not limited to *The Occupational Health and Safety Regulations* of *The Saskatchewan Employment Act*;
 - (c) complies with all on-site City safety and security requirements;
 - (d) obtains emergency treatment if the employee is injured; and
 - (e) is not accompanied by any acquaintance, family member or other person unless the person is an employee of the Licensee and the person's attendance at the City's property is necessary for the performance of this Agreement.
- (3) The City may review, approve, or require a change of any of the Licensee's employees who perform covenants under this Agreement on or in connection with City-controlled or City-owned property.
- (4) the Licensee and its employees are not and will not ever be considered employees of the City within the meaning of *The Saskatchewan Employment Act* (or any other statute,

regulation or law) or entitled to any of the benefits of an employee of the City as a result of their performance of any part of the covenants of this Agreement.

Independent Contractor

38. The Licensee is an independent contractor and will not state, imply or knowingly permit anyone to infer that any other relationship exists between them.

Workers' Compensation & Occupational Health and Safety

39. (1) The Licensee must comply with *The Workers' Compensation Act, 2013* or any successor legislation including *The Saskatchewan Employment Act*.
- (2) Upon request, the Licensee will provide either a copy of a certificate from the Workers' Compensation Board showing that the Licensee is registered and is in good standing with the Board or proof that the Licensee is excluded from the provisions of *The Workers' Compensation Act, 2013*.
40. The Licensee is solely responsible for ensuring that it and its employees, agents and contractors fully comply with *The Occupational Health and Safety Regulations of The Saskatchewan Employment Act* or any successor legislation.
41. The Licensee will indemnify and save the City harmless if the City is required to pay any Workers' Compensation or Occupational Health and Safety charges, fees or fines arising from the Licensee's performance of any of the Licensee's covenants or exercise of any of the Licensee's rights under this Agreement, or by subcontractor of the Licensee while on City-controlled or City-owned property.

Indemnities and Insurance

42. (1) In this section, "City" includes the City and its directors, officers, agents, employees and affiliates.
- (2) The Licensee will fully indemnify the City and hold the City harmless from and against any claim, demand, suit, cause of action, loss, damages, liability or cost related to, arising out of, or connected to, directly or indirectly, with the Licensee's activities under this Agreement, whether based in negligence, any other tort, breach of contract, criminal activity, the breach of any statutory or regulatory duty or any other head of liability, including without limitation and no matter when asserted, claims relating to the injury (whether physical, psychological or both) or death of any person, and damages to or loss of any property or of any other right.
- (3) The indemnity in subsection (2) does not apply to the extent that any claim results from an act or omission directly caused by the City's negligence, breach of contract, legal or wilful misconduct or non-compliance with a statute, rule or regulation.

Damage to Benches

43. The City will not be liable to the Licensee or any third party advertiser for any lost revenue or other damages caused by any Bench being damaged, destroyed, or temporarily moved or taken down due to construction.

Insurance

44. The Licensee shall obtain and maintain:
- (a) General Liability Insurance in the amount of \$2,000,000.00, per occurrence. This insurance must include premises and operations liability, completed operations liability and advertising liability and must include the City as an additional named insured.
 - (b) in the event that automobiles are required to provide the Services, maintain automobile accident liability in the amount of no less than \$1,000,000.00 dollars per occurrence; and
 - (c) a certificate of insurance as proof of the insurance in subsection (a) and (b), in a form acceptable to the City's Risk Manager which certificate shall be:
 - (i) signed by the insurer; and
 - (ii) provided to the City prior to entering into the Agreement.
45. The Licensee shall maintain the required insurance for the duration of the Agreement.
46. The Licensee is responsible for all premiums and deductibles.

Termination for Cause

47. (1) Without prejudicing any other right or remedy the City has, the City may terminate this Agreement by written notice to the Licensee, if the Licensee:
- (a) is in material breach of this Agreement and the obligation is not met within 30 days after the City gives the Licensee notice that the obligation is not met;
 - (b) becomes bankrupt or insolvent or is so adjudged;
 - (c) makes a general assignment for the benefit of creditors;
 - (d) has its property liable to seizure by any secured party or lien holder;
 - (e) has its property subject to any valid writ of execution; or
 - (f) becomes the subject of any law respecting liquidation or winding-up.

- (2) If the City terminates this Agreement according to Clause (1)(a), the termination is effective immediately at the end of the notice period.
- (3) If the City terminates this Agreement pursuant to Clauses (1)(b) through (1)(f), the termination is effective immediately upon the termination notice being given to the Licensee.

Termination for Convenience

48. (1) Either Party may terminate this Agreement for convenience only at any time upon 180 days' notice to the other Party.
 - (2) A termination made according to subsection (1) is effectively immediately after the notice period.
 - (3) Each Party fully releases and indemnifies the other Party from any claim of or liability for damages to a third party or to the other Party that is based on, or is incurred due to the exercise of a Party's right to terminate according to subsection (1).

Post-Termination Responsibilities

49. (1) This section survives any termination of this Agreement.
 - (2) Subject to subsection (3), after any termination of this Agreement, the Licensee must:
 - (a) immediately pay to the City all payments left owing under this Agreement, and
 - (b) remove all Benches within 15 days of termination.
 - (3) Any Benches that remain installed 15 days after termination will become the sole property of the City, and any charges to remove the Benches shall be borne by the Licensee and may be charged against its performance deposit/letter of credit.

Assignment and Subcontracting

50. The Licensee may not assign this Agreement for any reason without the City's prior written consent.
51. (1) Should the Licensee receive the City's permission to sub-license any part of this Agreement, the sub-licensee must agree to conform to the terms of this Agreement including the Advertising Policy attached as Schedule "B".
 - (2) The Licensee will remain responsible for ensuring that all terms and conditions of this Agreement are met during the term of any sub-license.

Notices

52. Any notice or demand required or permitted to be given to either Party pursuant to this Agreement, with the exception of notice under Section 18, shall be in writing and may be delivered to the Party in person (or to its authorized agent), or by sending it by prepaid registered mail, addressed:

In the case of the City, to:
Director of Transit
City of Regina
P.O. Box 1790
Regina, Saskatchewan
S4P 3C8

And in the case of the Licensee, to:
Director of Leasing, Prairie Region
Pattison Outdoor Advertising
10707 – 178 Street
Edmonton, AB T5S 1J6

or to such alternate address in Saskatchewan as either party may by notice from time to time advise, and if mailed as aforesaid, shall be deemed to be given on the third business day after the date of such mailing. Any such notice, demand, request or consent is conclusively deemed to have been given or made on the day upon which such notice, demand, request or consent is delivered, or, if mailed, then 72 hours following the date of mailing, as the case may be, and any time period referred to therein commences to run from the time of delivery or 72 hours following the date of mailing, as the case may be.

General

53. The City shall not be liable to the Licensee for payment of damages, loss of profits, business interruption or any like damages or expenses if the City fails to operate its transit system without interruption during the term of this Agreement.
54. It is understood and agreed that nothing in this Agreement shall constitute the Licensee as the agent of the City, nor authorize the Licensee to pledge the credit of the City, nor bind the City with respect to any matters whatsoever.
55. This Agreement shall be governed by and construed in accordance with the laws of the Province of Saskatchewan.
56. This Agreement may not be modified or amended except by an instrument in writing signed by the Parties.
57. This Agreement and its schedules constitutes the entire and exclusive agreement between the parties and supersedes all prior agreements, undertakings, representations and understandings, whether written or oral, between the parties or their representatives.
58. No waiver shall be inferred or implied by any forbearance by a party hereto or anything done or omitted to be done by a party with respect to a default, breach or non-observance

save only an express waiver in writing and then only to the extent expressly stipulated and necessary to give effect to such express waiver.

59. Time is of the essence of this Agreement and of every part thereof.

THIS CONTRACT EXECUTED BY:

The City of Regina on July 5, 2018
Month Day Year

Per: The City Clerk

Pattison Outdoor Advertising LP, by its general partner,
Pattison Outdoor Advertising Ltd.

on 2018 JUNE 12
Year Month Day



<affix corporate seal> If the corporate seal is not affixed, then the Signing Authority must complete an Affidavit of Corporate

Barry Wilde
Per: Signing Authority.

Barry Wilde.
Print Name of Signing Authority

SCHEDULE "A" Bench Locations

Bus Stop #	On Street	At Street	Direction
15	Dewdney Avenue	Southam Street	EB
16	Dewdney Avenue	Kent Street	EB
17	Dewdney Avenue	Carlton Street	EB
18	Dewdney Avenue	Donald Street	EB
19	Dewdney Avenue	Bonner Street	EB
20	Dewdney Avenue	Horace Street	EB
22	Dewdney Avenue	Empress Street	EB
25	Dewdney Avenue	York Street	EB
27	Dewdney Avenue	Wascana Street	EB
37	Albert Street	11th Avenue	SB
41	Broad Street	12th Avenue	NB
42	Broad Street	Dewdney Avenue	NB
46	Broad Street	5th Avenue	NB
47	Broad Street	4th Avenue	NB
58	Albert Street	5th Avenue North	NB
59	Albert Street	6th Avenue North	NB
60	7th Avenue North	Smith Street	EB
64	Broad Street	9th Avenue North	NB
69	Sturdy Street	12th Avenue North	NB
77	Rodenbush Drive	12th Avenue North	SB
88	7th Avenue North	Smith Street	WB
114	11th Avenue	Hamilton Street	WB
118	Albert Street	9th Avenue	NB
119	Dewdney Avenue	Angus Street	WB
127	Dewdney Avenue	Wascana Street	WB
137	Dewdney Avenue	Bonner Street	WB
139	Dewdney Avenue	Carlton Street	WB
153	Rochdale Boulevard	Pasqua Street	WB
157	Sangstreeter Boulevard	Brockelbank Crescent	EB
158	Argyle Street North	Sangster Boulevard	SB
166	Smith Street	7th Avenue North	SB
167	Albert Street	6th Avenue North	SB
168	Albert Street	5th Avenue North	SB
170	Albert Street	3rd Avenue North	SB
172	Albert Street	Avonhurst Drive	SB
173	Albert Street	1st Avenue	SB
174	Albert Street	3rd Avenue	SB
175	Albert Street	4th Avenue	SB

Bus Stop #	On Street	At Street	Direction
176	Albert Street	5th Avenue	SB
178	Albert Street	7th Avenue	SB
181	Albert Street	Dewdney Avenue	NB
183	Albert Street	7th Avenue	NB
185	Albert Street	5th Avenue	NB
186	Albert Street	4th Avenue	NB
187	Albert Street	2nd Avenue	NB
189	Albert Street	Avonhurst Drive	NB
201	Sangster Boulevard	Argyle Street North	EB
202	Rochdale Boulevard	Sherwood Village Mall	EB
203	Rochdale Boulevard	Riffel High	EB
204	Rochdale Boulevard	Lakeridge Road	EB
205	Mcintosh Street	Rochdale Boulevard	SB
209	Dalgliesh Drive	Pasqua Gate	SB
213	Mcintosh Street	Dalgliesh Drive	SB
216	Sherwood Drive	Mcintosh Street	EB
219	Sherwood Drive	Queen Street	EB
220	Argyle Street	Sherwood Drive	SB
237	Broad Street	13th Avenue	SB
238	Broad Street	14th Avenue	SB
250	Kramer Boulevard	Wascana Parkway	WB
252	Hillsdale Street	Latta Street	NB
260	Parliament Avenue	Rae Street	WB
261	Rae Street	Golden Mile	NB
262	Albert Street	25th Avenue	SB
268	Kramer Boulevard	Hillsdale Street	EB
269	Kramer Boulevard	Centennial Street	EB
272	23rd Avenue	Wascana Parkway	WB
273	23rd Avenue	Hillsdale Street	WB
277	Broad Street	Lakeshore Drive	NB
279	Broad Street	Quinn Drive	NB
280	Broad Street	Broadway Avenue	NB
281	Broad Street	College Avenue	NB
283	Broad Street	14th Avenue	NB
284	Broad Street	13th Avenue	NB
296	4th Avenue	Pasqua Street	WB
321	Rochdale Boulevard	Devonshire Drive	EB
322	Rochdale Boulevard	Radway Street	EB
336	Mccarthy Boulevard	Rink Avenue	SB
337	Mccarthy Boulevard	7th Avenue North	SB

Bus Stop #	On Street	At Street	Direction
341	Sherwood Drive	Milne Street	EB
360	Albert Street	12th Avenue	SB
361	Albert Street	Victoria Avenue	SB
362	Albert Street	13th Avenue	SB
365	Albert Street	College Avenue	SB
400	Albert Street	College Avenue	NB
402	Albert Street	14th Avenue	NB
403	Albert Street	13th Avenue	NB
423	Sherwood Drive	Ellison Crescent	WB
429	Mcintosh Street	Dalgliesh Drive	NB
440	Rochdale Boulevard	Lakeridge Road	WB
441	Rochdale Boulevard	Mccarthy Boulevard	WB
442	Rochdale Boulevard	Mccarthy Boulevard	WB
447	Sherwood Drive	Venture Road	EB
450	Dorothy Street	Sherwood Drive	SB
475	Avonhurst Drive	Retallack Street	EB
480	Avonhurst Drive	Albert Street	WB
497	7th Avenue North	Mccarthy Boulevard	WB
509	Sherwood Drive	Courtney Street	WB
513	Dewdney Avenue	Cavendish Street	EB
515	Oxford Street	10th Avenue	SB
520	University Park Drive	Victoria Square Mall	SB
521	Quance Street	University Park Drive	EB
522	Quance Street	Heseltine Gate	EB
524	Quance Street	Westfair Road	EB
526	Quance Street	Prince Of Wales Drive	EB
528	Westfair Road	Superstore	WB
529	Westfair Road	Prince Of Wales Drive	WB
530	Prince Of Wales Drive	Westfair Road	SB
531	Quance Street	Prince Of Wales Drive	WB
532	Quance Street	Westfair Road	WB
561	Dewdney Avenue	Lacon Street	WB
562	Park Street	Dewdney Avenue	SB
564	Park Street	10th Avenue	SB
565	Park Street	11th Avenue	SB
566	Victoria Avenue	Park Street	WB
570	Victoria Avenue	Mcara Street	WB
571	Victoria Avenue	Lindsay Street	WB
572	Victoria Avenue	Edgar Street	WB
577	Victoria Avenue	Ottawa Street	WB

Bus Stop #	On Street	At Street	Direction
579	Victoria Avenue	Osler Street	WB
580	Albert Street	23rd Avenue	SB
584	Rae Street	Golden Mile	SB
587	Massey Road	Parker Avenue	SB
598	Gordon Road	Rae Street	WB
599	Lockwood Road	Gordon Road	SB
602.1	Southland Mall	Plainsview Road	WB
602.2	Southland Mall	Plainsview Road	WB
603	Lockwood Road	Lincoln Drive	NB
615	Albert Street	25th Avenue	NB
624	Victoria Avenue	Reynolds Street	EB
625	Victoria Avenue	Lindsay Street	EB
626	Victoria Avenue	Mcara Street	EB
628	Victoria Avenue	Harvey Street	EB
629	Victoria Avenue	Abbott Street	EB
630	Park Street	Service Road	NB
632	Park Street	10th Avenue	NB
645	13th Avenue	Lewvan Drive	EB
667	6th Avenue	Broder Street	EB
678	4th Avenue	Broder Street	WB
691	13th Avenue	Albert Street	WB
738	Quance Street	Starlite Street	EB
739	Quance Street	Coleman Street	EB
740	Quance Street	Coleman Crescent	WB
741	Quance Street	Starlite Street	WB
742	University Park Drive	Quance Street	NB
743	University Park Drive	Victoria Square Mall	NB
744	Fleet Street	North Service Road	NB
746	Cambridge Avenue	Milford Crescent	WB
764	Gordon Road	Queen Street	WB
767	Ryan Road	Pasqua Street	EB
771	Gordon Road	Montague Street	EB
772	Gordon Road	Lockwood Road	EB
773	Gordon Road	Rae Street	EB
774	Gordon Road	Albert Street	EB
787	Massey Road	Grant Drive	NB
789	Massey Road	Parker Avenue	NB
796	College Avenue	Ottawa Street	EB
797	College Avenue	Montreal Street	EB
805	Park Street	Arcola Avenue	NB

Bus Stop #	On Street	At Street	Direction
819	Quance Street	Victoria Square Mall	EB
820	Arens Road	Prince Of Wales Drive	WB
823	Arens Road	Crocus Crescent	WB
829	Woodhams Road	Prince Of Wales Drive	EB
831	Assiniboine Avenue	Prince Of Wales Drive	WB
832	Assiniboine Avenue	Philip Road	WB
833	Assiniboine Avenue	Balmoral Gate	WB
834	Assiniboine Avenue	Banberry Drive	WB
835	Assiniboine Avenue	University Park Drive	WB
836	Assiniboine Avenue	Windfield Road	WB
838	Assiniboine Avenue	Park Street	EB
845	University Park Drive	Laval Drive	NB
846	Park Street	Broadway Avenue	SB
860	Broadway Avenue	Ottawa Street	WB
892	College Avenue	Smith Street	WB
900	Elphinstone Street	College Avenue	SB
908	Regina Avenue	Pasqua Street	EB
922	25th Avenue	Athol Street	EB
924	25th Avenue	Retallack Street	EB
927	Rae Street	29th Avenue	SB
930	Rae Street	Extencicare	SB
932	Albert Street	Gordon Road	NB
933	Albert Street	Albert Street Service Road East	NB
934	Albert Street	31st Avenue	NB
936	Albert Street	28th Avenue	NB
949	Elphinstone Street	17th Avenue	NB
963	3rd Avenue	Albert Street	WB
990	Broadway Avenue	Broad Street	EB
991	Broadway Avenue	St Chads Crescent	EB
992	Broadway Avenue	Ottawa Street	EB
1010	University Park Drive	Laval Drive	SB
1011	Michener Drive	University Park Drive	WB
1021	Assiniboine Avenue	Philip Road	EB
1022	Prince Of Wales	Assiniboine Avenue	NB
1023	Truesdale Drive	Prince Of Wales	WB
1032	Arens Road	University Park Drive	EB
1033	Arens Road	Heseltine Road	EB
1034	Arens Road	Crocus Drive	EB
1038	Quance Street	Victoria Square Mall	WB
1043	University Park Drive	Truesdale Drive	SB

Bus Stop #	On Street	At Street	Direction
1047	14th Avenue	Vaughn Street	WB
1054	College Avenue	Elliott Street	WB
1069	Mikkelson Drive	Lyons Street	EB
1086	3rd Avenue	Garnet Street	EB
1105	Albert Street	Parliament Avenue	SB
1107	Albert Street	29th Avenue	SB
1108	Albert Street	31st Avenue	SB
1109	Albert Street	Albert Street Service Road	SB
1110	Rae Street	Westfield Drive	NB
1207	Lakeridge Road	Boswell Crescent	NB
1209	Lakeridge Road	Rousseau Crescent	WB
1224	Rochdale Boulevard	Arnason Street	EB
1234	Mccarthy Bouleard	Irvin Crescent	SB
1262	Rochdale Boulevard	Lakeridge Road	EB
1264	Gordon Road	Rae Street	EB
1327	Prince Of Wales Drive	Truesdale Drive	NB
1360	Albert Street	12th Avenue	NB
1362	Broad Street	12th Avenue	SB
1364	Dewdney Avenue	Rose Street	WB
1368	Dewdney Avenue	Lorne Street	EB
1371	Gordon Road	Pasqua Street	EB
1387	Gordon Road	Lewvan Drive	WB
1388	Gordon Road	Lewvan Drive	SE
1411	Harbour Landing Drive	Malcolm Drive	NB
1418	Harbour Landing Drive	Wright Road	NB
1420	Dewdney Avenue	Prince Of Wales Drive	EB
1432	Stockton Street	Child Avenue	SB
1435	Winnipeg Street	2nd Avenue North	NB
1436	Neville Drive	Dakota Drive	SB
1463	Winnipeg Street	6th Avenue North	NB
1476	Eastgate Drive	Argan Drive	SB
1559	James Hill Road	Gordon Road	SB
1562	James Hill Road	Padwick Road	EB
1564	Diefenbaker Drive	Armour Road	EB
1567	Gordon Road	Harbour Landing Drive	EB
1569	Rochdale Boulevard	Vanstone Street	EB
1578	Rochdale Boulevard	Vanstone Street	WB

SCHEDULE "B"
CITY OF REGINA ADVERTISING POLICY

1. Advertising must:
 - a. Meet the standards set out by the Canadian Advertising Standards Council, and the freedoms of expression protected under *The Canadian Charter of Rights and Freedoms*.
 - b. Reflect equality in sex, colour or creed;
 - c. Be aesthetically pleasing and fit into the environment in which they are placed; and
 - d. Clearly identify the person or organization that purchased it.
2. Advertising must not:
 - a. Contain inaccurate or deceptive claims or statements; and
 - b. Portray anyone in a demeaning or derogatory manner.
3. Alcoholic drinks must not be advertised using advertising that appeals particularly to anyone under the age at which a person may legally purchase alcoholic drinks in Saskatchewan.
4. In general, advertising for alcoholic drinks will only be permitted in appropriate venues.
5. The advertising of tobacco products is prohibited.
6. The City has sole discretion to decide whether any advertising complies with this policy.

SCHEDULE "C"

A) PLACEMENT OF BENCHES

Benches will be located at each stop by using the following base criteria for placement with the understanding that any final placement will be determined by the Director of Transit Department:

1. Benches must be placed within the bus loading zone (approximately 80 feet).
2. Benches cannot be placed within the traffic sight triangle.
3. Benches must be at least three (3) feet (one (1) metre) away from any curb.
4. Benches must not interfere with the pedestrian right of way.
5. Benches must not block any advertising placed on bus shelters.
6. Benches must be level and not on a slope.

B) DESIGN SPECIFICATIONS

The construction and design should be aesthetically pleasing, discourage unsolicited relocation and tend to resist vandalism. The base of the bench shall be weighted to resist overturning due to gusts of wind or minor impact. Each bench should also have a visible name of the licensee and a contact phone number in the event of service or any public concerns about the bench.

THIS AGREEMENT MADE THIS 5th DAY OF July, 2018.

BETWEEN:

The City of Regina

a city, continued under *The Cities Act*, c. C-11.1, S.S. 2002
(the "City")

- and -

**Pattison Outdoor Advertising LP, by its general partner,
Pattison Outdoor Advertising Ltd.**
(“the Licensee”)

Definitions

1. For the purpose of this Agreement:

“Advertising Benches” means Benches equipped with display panels on which advertising can be placed, and on which the Licensee is permitted to place advertising subject to the terms of this agreement;

“Benches” means seating structures located at transit stops and includes Advertising and Non-Advertising Benches installed by the Licensee;

"Director" means the Director of Transit of the City or his or her designate;

“Non-Advertising Benches” means Benches which are not equipped with advertising display panels and upon which the Licensee is not to place or permit advertising.

Term

2. The term of this Agreement is five years beginning July 1, 2018 and expiring June 30, 2023 (the “Term”).

License

3. Subject to the terms and conditions of this Agreement, the City grants the Licensee exclusive rights to:

- (a) install Advertising Benches at the transit stop locations identified in Schedule A and at additional transit stop bench locations, subject to the terms of this Agreement; and
- (b) to advertise on the Advertising Benches installed pursuant to this Agreement.

License Fee and Remittances

4. The Licensee will pay the City an annual fee (the "Annual Fee") of \$455 CDN, per Advertising Bench plus applicable sales taxes.
5. As new Advertising Benches are added by the Licensee pursuant to Section 27, or eliminated by the City pursuant to Section 28, the annual charge for each additional Advertising Bench will be prorated based on the months remaining in the calendar year in which the Advertising Bench is installed or removed. The prorated amount will become payable (or deductible, as the case may be), in equal instalments calculated pursuant to the remaining number of months in the calendar year in which the Advertising Bench is installed, on the first day of the month following the month on which the Advertising Bench is installed.
6. The annual fee shall be paid to the City in the form of equal monthly payments by the 10th day of each month during the term of the contract.
7. The monthly instalment payments shall be submitted to the City at the following address, unless the Licensee is otherwise notified of an alternate address by the City:

City of Regina
City Hall
Finance Department
Accounts Receivable Branch
Box 1790
Regina, SK
S4P 3C8

8. Amounts not paid when due will be subject to a late payment charge of 1.5 per cent per month (18 per cent per annum).

Performance Bond

9. The Licensee shall provide to the City a performance bond in the amount of \$15,000. The performance bond must be in a form acceptable to the City and duly issued by a surety acceptable to the City.
10. Without restricting the generality of the foregoing, the performance bond shall be irrevocable by the surety for 60 days past the term of this Agreement and for any renewals thereof.
11. The performance bond shall secure the performance of the Licensee of all obligations under this Agreement, whether expressly stated as "covenants", "responsibilities", "duties" or otherwise. The intention of the Parties is that recourse may be made in the event that any cost has been or may be incurred by the City on account of any act or omission of the Licensee or upon expiration or termination or imminent expiration or termination of this Agreement by whatever means.

Installation

12. Benches shall be installed by and remain the property of the Licensee.
13. Benches shall be installed at all locations as listed in Schedule A plus additional locations as provided for in this Agreement.
14. The Licensee shall ensure that Benches are installed:
 - (a) in a proper and safe manner sufficient for their intended use;
 - (b) in compliance with all applicable laws and regulations with respect to the method and work of installation, including *The Occupational Health and Safety Regulations of The Saskatchewan Employment Act* and any related or successor legislation; and
 - (c) in accordance with the installation and design specifications set out in Schedule C and any further specifications as provided by the City.
 - (d) Any bench installed must be placed on a concrete surface. If no concrete is present, a concrete pad must be installed at the Licensee's expense. Upon request of the Licensee, if the bench design allows for installation on another surface, the City may consent, in writing, to such alternate method of installation.
15. The type and design of the Benches shall be subject to the approval of the City.
16. The City shall be permitted to affix recycling bottle baskets to the Licensee's garbage receptacles. Any recycling bottle baskets affixed by the City shall become the property of the Licensee upon affixation. The City agrees that it shall be responsible for the method of affixation and any liability for any injury resulting therefrom. Licensee shall be required to retain the bottle baskets on the garbage receptacles for the duration of this Agreement. Upon termination or expiry of the Agreement Licensee may retain any bottle baskets and agrees that the City is not responsible for any damage that the baskets may cause to the receptacles.

Maintenance and Repair

17. The Licensee covenants at all times, to keep and maintain all the Benches and garbage receptacles in a good and safe condition of repair and in a clean and attractive appearance to the satisfaction of the Director of Transit. The Licensee agrees to remedy any breach of the provisions of sections 16, 17, 18 and 19 within 48 hours after receiving notice from the City to do so. The Licensee shall replace or repair, to the satisfaction of the Director of Transit, all Benches that are damaged or destroyed upon notice from the City and at the outset 48 hours after receiving written notice from the Director to do so.
18. Snow removal from and around the Benches shall be performed by the Licensee at times of normal maintenance and 48 hours after a snowfall.
19. Benches must be pressure washed at least four times a year to ensure benches are clean and free from dirt.

20. The Licensee shall remove garbage from any garbage receptacle and from the Bench and immediate vicinity once a week to prevent smells and other nuisances.
21. If the Licensee does not comply with a request of the Director under section 16, the City may take the necessary steps to remedy the breach, and the City may apply the Letter of Credit against the costs of such remedies, after providing the Licensee with written statements of the costs incurred by the City to remedy the breach.
22. The Licensee shall provide at its sole cost and expense, all materials, including all equipment and expendable materials required for the cleaning and maintenance of the Benches and the Bench foundation pads, snow removal and garbage collection.
23. Benches must have visible information on the Bench indicating the contact information for maintenance issues and must ensure that personnel are available at all reasonable times at that number to respond to concerns including but not limited to: Bench maintenance, garbage removal, Bench positioning, and advertising content.
24. The Licensee shall provide at its sole cost and expense, all management and labour required to provide the requested level of service, with all employees being hired by the Licensee, and in no way being construed to be employees of the City.
25. The Licensee shall maintain a current record of its maintenance activities pertaining to the Benches and the pads, including snow and garbage removal records. If the Licensee retains a subcontractor to perform any maintenance duties or repairs on the Benches, foundation pads, or garbage receptacles, including garbage collection and snow removal, the Licensee shall ensure that the subcontractor also keeps a current record of its maintenance and repair activities.
26. The Licensee shall provide to the City, on a weekly basis, a report showing the maintenance activities carried out with respect to the Benches, pads and garbage collection/receptacles in the two-week period. In addition, the City shall be entitled to obtain a report on maintenance activities at any other time upon request.
27. In the event that a Bench must be removed, the Licensee shall be responsible to landscape the surrounding terrain back to its original form. This will include either recovering the ground with sod, or seeding the ground and providing fill, or restoring concrete or bricks if necessary.

Additional Benches

28. (1) The Licensee shall install in the City of Regina at least 10 new Benches in each year of the Agreement. The Benches must have a garbage receptacle provided as part of the installation, unless a garbage receptacle already exists at the location.
 - (ii) Ownership of additional Benches will remain with the Licensee and the Licensee shall be responsible for all expenses necessary for the installation of all new Benches.

- (iii) The City shall provide the space the City considers adequate for the installation of the Benches that meet the requirements as set out in Schedule "C", provided that it is agreed by the parties that if for any reason the Director deems it desirable that any particular Bench installed pursuant to the terms of this Agreement should be removed entirely or relocated elsewhere, the Licensee will be required to remove such bench entirely or relocate it to a location approved by the Director.
- (iv) Notwithstanding the above, the City shall be entitled to approve the location and Bench style, design or material of any new Benches installed.

Elimination of Bench Locations

- 28. (1) The City shall be entitled to permanently eliminate Bench locations as a result of changes to transit routes, unsuitability, or renewal of the downtown area.
 - (2) For the purposes of this section, the downtown area is defined as: Angus Street to Saskatchewan Drive to Osler Street to 13th Avenue.

City Use of Benches

- 29. The parties agree that the primary purpose of the Benches is to provide seating at transit stops for Regina Transit patrons. The parties agree that the public shall be entitled to make use of the Benches for that purpose.
- 30. The Licensee agrees that 10 Advertising Benches will be made available to the City free of charge to place advertisements. The City acknowledges it will be responsible to pay the production costs for any advertisement it uses. The advertising in this section shall be installed by the Licensee.

Advertising Policy Compliance

- 31. (1) All advertising on the Advertising Benches must comply with the Advertising Policy attached as Schedule "B" to this Agreement.
 - (2) If any advertising does not comply with the Advertising Policy attached as Schedule "B", it must be removed from the Benches immediately and the Licensee will remain liable to pay the City the associated fees.
- 34. The Licensee shall indemnify the City against, and save the City harmless from all costs, damages or expenses that the City incurs due to any action, or proceeding, or steps taken by any person, to have any advertising that is installed under this Agreement declared a nuisance, removed, or otherwise dealt with according to law.

Environmental Policies

35. The Licensee shall conform to any environmental policies or recycling programs adopted by the federal or provincial governments or by City Council, prior to the term of this Agreement. The City will not reimburse the Licensee for any costs associated with conforming to any such policies or programs. The City agrees to advise the Licensee of any such proposed policies or programs prior to their consideration by City Council.

Taxes and Licenses

36. The Licensee shall pay all taxes and licenses lawfully imposed in respect of the advertising.

The Licensee's Employees

37. (1) In this section, "**employee**" includes any individual director, officer, partner, sub-contractor, agent, employee or other person entering onto or having access to City-controlled or City-owned property at the request of the Licensee to perform any of the Licensee's covenants or exercise any of the Licensee's rights under this Agreement.
- (2) During the period when any employee of the Licensee is on or has access to City-controlled or City-owned property, the Licensee must, at its own expense, ensure that the employee:
- (a) is directed, supervised and, if necessary, disciplined by the Licensee;
 - (b) conforms to the City's standards of behaviour;
 - (c) complies with all applicable legislation including but not limited to *The Occupational Health and Safety Regulations of The Saskatchewan Employment Act*;
 - (c) complies with all on-site City safety and security requirements;
 - (d) obtains emergency treatment if the employee is injured; and
 - (e) is not accompanied by any acquaintance, family member or other person unless the person is an employee of the Licensee and the person's attendance at the City's property is necessary for the performance of this Agreement.
- (3) The City may review, approve, or require a change of any of the Licensee's employees who perform covenants under this Agreement on or in connection with City-controlled or City-owned property.
- (4) the Licensee and its employees are not and will not ever be considered employees of the City within the meaning of *The Saskatchewan Employment Act* (or any other statute,

regulation or law) or entitled to any of the benefits of an employee of the City as a result of their performance of any part of the covenants of this Agreement.

Independent Contractor

38. The Licensee is an independent contractor and will not state, imply or knowingly permit anyone to infer that any other relationship exists between them.

Workers' Compensation & Occupational Health and Safety

39. (1) The Licensee must comply with *The Workers' Compensation Act, 2013* or any successor legislation including *The Saskatchewan Employment Act*.
- (2) Upon request, the Licensee will provide either a copy of a certificate from the Workers' Compensation Board showing that the Licensee is registered and is in good standing with the Board or proof that the Licensee is excluded from the provisions of *The Workers' Compensation Act, 2013*.
40. The Licensee is solely responsible for ensuring that it and its employees, agents and contractors fully comply with *The Occupational Health and Safety Regulations of The Saskatchewan Employment Act* or any successor legislation.
41. The Licensee will indemnify and save the City harmless if the City is required to pay any Workers' Compensation or Occupational Health and Safety charges, fees or fines arising from the Licensee's performance of any of the Licensee's covenants or exercise of any of the Licensee's rights under this Agreement, or by subcontractor of the Licensee while on City-controlled or City-owned property.

Indemnities and Insurance

42. (1) In this section, "**City**" includes the City and its directors, officers, agents, employees and affiliates.
- (2) The Licensee will fully indemnify the City and hold the City harmless from and against any claim, demand, suit, cause of action, loss, damages, liability or cost related to, arising out of, or connected to, directly or indirectly, with the Licensee's activities under this Agreement, whether based in negligence, any other tort, breach of contract, criminal activity, the breach of any statutory or regulatory duty or any other head of liability, including without limitation and no matter when asserted, claims relating to the injury (whether physical, psychological or both) or death of any person, and damages to or loss of any property or of any other right.
- (3) The indemnity in subsection (2) does not apply to the extent that any claim results from an act or omission directly caused by the City's negligence, breach of contract, legal or wilful misconduct or non-compliance with a statute, rule or regulation.

Damage to Benches

43. The City will not be liable to the Licensee or any third party advertiser for any lost revenue or other damages caused by any Bench being damaged, destroyed, or temporarily moved or taken down due to construction.

Insurance

44. The Licensee shall obtain and maintain:
- (a) General Liability Insurance in the amount of \$2,000,000.00, per occurrence. This insurance must include premises and operations liability, completed operations liability and advertising liability and must include the City as an additional named insured.
 - (b) in the event that automobiles are required to provide the Services, maintain automobile accident liability in the amount of no less than \$1,000,000.00 dollars per occurrence; and
 - (c) a certificate of insurance as proof of the insurance in subsection (a) and (b), in a form acceptable to the City's Risk Manager which certificate shall be:
 - (i) signed by the insurer; and
 - (ii) provided to the City prior to entering into the Agreement.
45. The Licensee shall maintain the required insurance for the duration of the Agreement.
46. The Licensee is responsible for all premiums and deductibles.

Termination for Cause

47. (1) Without prejudicing any other right or remedy the City has, the City may terminate this Agreement by written notice to the Licensee, if the Licensee:
- (a) is in material breach of this Agreement and the obligation is not met within 30 days after the City gives the Licensee notice that the obligation is not met;
 - (b) becomes bankrupt or insolvent or is so adjudged;
 - (c) makes a general assignment for the benefit of creditors;
 - (d) has its property liable to seizure by any secured party or lien holder;
 - (e) has its property subject to any valid writ of execution; or
 - (f) becomes the subject of any law respecting liquidation or winding-up.

- (2) If the City terminates this Agreement according to Clause (1)(a), the termination is effective immediately at the end of the notice period.
- (3) If the City terminates this Agreement pursuant to Clauses (1)(b) through (1)(f), the termination is effective immediately upon the termination notice being given to the Licensee.

Termination for Convenience

48. (1) Either Party may terminate this Agreement for convenience only at any time upon 180 days' notice to the other Party.
- (2) A termination made according to subsection (1) is effectively immediately after the notice period.
- (3) Each Party fully releases and indemnifies the other Party from any claim of or liability for damages to a third party or to the other Party that is based on, or is incurred due to the exercise of a Party's right to terminate according to subsection (1).

Post-Termination Responsibilities

49. (1) This section survives any termination of this Agreement.
- (2) Subject to subsection (3), after any termination of this Agreement, the Licensee must:
 - (a) immediately pay to the City all payments left owing under this Agreement, and
 - (b) remove all Benches within 15 days of termination.
- (3) Any Benches that remain installed 15 days after termination will become the sole property of the City, and any charges to remove the Benches shall be borne by the Licensee and may be charged against its performance deposit/letter of credit.

Assignment and Subcontracting

50. The Licensee may not assign this Agreement for any reason without the City's prior written consent.
51. (1) Should the Licensee receive the City's permission to sub-license any part of this Agreement, the sub-licensee must agree to conform to the terms of this Agreement including the Advertising Policy attached as Schedule "B".
- (2) The Licensee will remain responsible for ensuring that all terms and conditions of this Agreement are met during the term of any sub-license.

Notices

52. Any notice or demand required or permitted to be given to either Party pursuant to this Agreement, with the exception of notice under Section 18, shall be in writing and may be delivered to the Party in person (or to its authorized agent), or by sending it by prepaid registered mail, addressed:

In the case of the City, to:
Director of Transit
City of Regina
P.O. Box 1790
Regina, Saskatchewan
S4P 3C8

And in the case of the Licensee, to:
Director of Leasing, Prairie Region
Pattison Outdoor Advertising
10707 – 178 Street
Edmonton, AB T5S 1J6

or to such alternate address in Saskatchewan as either party may by notice from time to time advise, and if mailed as aforesaid, shall be deemed to be given on the third business day after the date of such mailing. Any such notice, demand, request or consent is conclusively deemed to have been given or made on the day upon which such notice, demand, request or consent is delivered, or, if mailed, then 72 hours following the date of mailing, as the case may be, and any time period referred to therein commences to run from the time of delivery or 72 hours following the date of mailing, as the case may be.

General

53. The City shall not be liable to the Licensee for payment of damages, loss of profits, business interruption or any like damages or expenses if the City fails to operate its transit system without interruption during the term of this Agreement.
54. It is understood and agreed that nothing in this Agreement shall constitute the Licensee as the agent of the City, nor authorize the Licensee to pledge the credit of the City, nor bind the City with respect to any matters whatsoever.
55. This Agreement shall be governed by and construed in accordance with the laws of the Province of Saskatchewan.
56. This Agreement may not be modified or amended except by an instrument in writing signed by the Parties.
57. This Agreement and its schedules constitutes the entire and exclusive agreement between the parties and supersedes all prior agreements, undertakings, representations and understandings, whether written or oral, between the parties or their representatives.
58. No waiver shall be inferred or implied by any forbearance by a party hereto or anything done or omitted to be done by a party with respect to a default, breach or non-observance

save only an express waiver in writing and then only to the extent expressly stipulated and necessary to give effect to such express waiver.

59. Time is of the essence of this Agreement and of every part thereof.

THIS CONTRACT EXECUTED BY:

The City of Regina on July 5, 2018,
Month Day Year

Per: The City Clerk

Pattison Outdoor Advertising LP, by its general partner,
Pattison Outdoor Advertising Ltd.

on 2018 JUNE, 12
Year Month Day



<affix corporate seal> If the corporate seal is not affixed, then the Signing Authority must complete an Affidavit of Corporate

[Signature]
Per: Signing Authority.

Barry Wilde.
Print Name of Signing Authority

SCHEDULE "A" Bench Locations

Bus Stop #	On Street	At Street	Direction
15	Dewdney Avenue	Southam Street	EB
16	Dewdney Avenue	Kent Street	EB
17	Dewdney Avenue	Carlton Street	EB
18	Dewdney Avenue	Donald Street	EB
19	Dewdney Avenue	Bonner Street	EB
20	Dewdney Avenue	Horace Street	EB
22	Dewdney Avenue	Empress Street	EB
25	Dewdney Avenue	York Street	EB
27	Dewdney Avenue	Wascana Street	EB
37	Albert Street	11th Avenue	SB
41	Broad Street	12th Avenue	NB
42	Broad Street	Dewdney Avenue	NB
46	Broad Street	5th Avenue	NB
47	Broad Street	4th Avenue	NB
58	Albert Street	5th Avenue North	NB
59	Albert Street	6th Avenue North	NB
60	7th Avenue North	Smith Street	EB
64	Broad Street	9th Avenue North	NB
69	Sturdy Street	12th Avenue North	NB
77	Rodenbush Drive	12th Avenue North	SB
88	7th Avenue North	Smith Street	WB
114	11th Avenue	Hamilton Street	WB
118	Albert Street	9th Avenue	NB
119	Dewdney Avenue	Angus Street	WB
127	Dewdney Avenue	Wascana Street	WB
137	Dewdney Avenue	Bonner Street	WB
139	Dewdney Avenue	Carlton Street	WB
153	Rochdale Boulevard	Pasqua Street	WB
157	Sangstreeter Boulevard	Brockelbank Crescent	EB
158	Argyle Street North	Sangster Boulevard	SB
166	Smith Street	7th Avenue North	SB
167	Albert Street	6th Avenue North	SB
168	Albert Street	5th Avenue North	SB
170	Albert Street	3rd Avenue North	SB
172	Albert Street	Avonhurst Drive	SB
173	Albert Street	1st Avenue	SB
174	Albert Street	3rd Avenue	SB
175	Albert Street	4th Avenue	SB

Bus Stop #	On Street	At Street	Direction
176	Albert Street	5th Avenue	SB
178	Albert Street	7th Avenue	SB
181	Albert Street	Dewdney Avenue	NB
183	Albert Street	7th Avenue	NB
185	Albert Street	5th Avenue	NB
186	Albert Street	4th Avenue	NB
187	Albert Street	2nd Avenue	NB
189	Albert Street	Avonhurst Drive	NB
201	Sangster Boulevard	Argyle Street North	EB
202	Rochdale Boulevard	Sherwood Village Mall	EB
203	Rochdale Boulevard	Riffel High	EB
204	Rochdale Boulevard	Lakeridge Road	EB
205	Mcintosh Street	Rochdale Boulevard	SB
209	Dalgliesh Drive	Pasqua Gate	SB
213	Mcintosh Street	Dalgliesh Drive	SB
216	Sherwood Drive	Mcintosh Street	EB
219	Sherwood Drive	Queen Street	EB
220	Argyle Street	Sherwood Drive	SB
237	Broad Street	13th Avenue	SB
238	Broad Street	14th Avenue	SB
250	Kramer Boulevard	Wascana Parkway	WB
252	Hillsdale Street	Latta Street	NB
260	Parliament Avenue	Rae Street	WB
261	Rae Street	Golden Mile	NB
262	Albert Street	25th Avenue	SB
268	Kramer Boulevard	Hillsdale Street	EB
269	Kramer Boulevard	Centennial Street	EB
272	23rd Avenue	Wascana Parkway	WB
273	23rd Avenue	Hillsdale Street	WB
277	Broad Street	Lakeshore Drive	NB
279	Broad Street	Quinn Drive	NB
280	Broad Street	Broadway Avenue	NB
281	Broad Street	College Avenue	NB
283	Broad Street	14th Avenue	NB
284	Broad Street	13th Avenue	NB
296	4th Avenue	Pasqua Street	WB
321	Rochdale Boulevard	Devonshire Drive	EB
322	Rochdale Boulevard	Radway Street	EB
336	Mccarthy Boulevard	Rink Avenue	SB
337	Mccarthy Boulevard	7th Avenue North	SB

Bus Stop #	On Street	At Street	Direction
341	Sherwood Drive	Milne Street	EB
360	Albert Street	12th Avenue	SB
361	Albert Street	Victoria Avenue	SB
362	Albert Street	13th Avenue	SB
365	Albert Street	College Avenue	SB
400	Albert Street	College Avenue	NB
402	Albert Street	14th Avenue	NB
403	Albert Street	13th Avenue	NB
423	Sherwood Drive	Ellison Crescent	WB
429	Mcintosh Street	Dalgliesh Drive	NB
440	Rochdale Boulevard	Lakeridge Road	WB
441	Rochdale Boulevard	Mccarthy Boulevard	WB
442	Rochdale Boulevard	Mccarthy Boulevard	WB
447	Sherwood Drive	Venture Road	EB
450	Dorothy Street	Sherwood Drive	SB
475	Avonhurst Drive	Retallack Street	EB
480	Avonhurst Drive	Albert Street	WB
497	7th Avenue North	Mccarthy Boulevard	WB
509	Sherwood Drive	Courtney Street	WB
513	Dewdney Avenue	Cavendish Street	EB
515	Oxford Street	10th Avenue	SB
520	University Park Drive	Victoria Square Mall	SB
521	Quance Street	University Park Drive	EB
522	Quance Street	Heseltine Gate	EB
524	Quance Street	Westfair Road	EB
526	Quance Street	Prince Of Wales Drive	EB
528	Westfair Road	Superstore	WB
529	Westfair Road	Prince Of Wales Drive	WB
530	Prince Of Wales Drive	Westfair Road	SB
531	Quance Street	Prince Of Wales Drive	WB
532	Quance Street	Westfair Road	WB
561	Dewdney Avenue	Lacon Street	WB
562	Park Street	Dewdney Avenue	SB
564	Park Street	10th Avenue	SB
565	Park Street	11th Avenue	SB
566	Victoria Avenue	Park Street	WB
570	Victoria Avenue	Mcara Street	WB
571	Victoria Avenue	Lindsay Street	WB
572	Victoria Avenue	Edgar Street	WB
577	Victoria Avenue	Ottawa Street	WB

Bus Stop #	On Street	At Street	Direction
579	Victoria Avenue	Osler Street	WB
580	Albert Street	23rd Avenue	SB
584	Rae Street	Golden Mile	SB
587	Massey Road	Parker Avenue	SB
598	Gordon Road	Rae Street	WB
599	Lockwood Road	Gordon Road	SB
602.1	Southland Mall	Plainsview Road	WB
602.2	Southland Mall	Plainsview Road	WB
603	Lockwood Road	Lincoln Drive	NB
615	Albert Street	25th Avenue	NB
624	Victoria Avenue	Reynolds Street	EB
625	Victoria Avenue	Lindsay Street	EB
626	Victoria Avenue	Mcara Street	EB
628	Victoria Avenue	Harvey Street	EB
629	Victoria Avenue	Abbott Street	EB
630	Park Street	Service Road	NB
632	Park Street	10th Avenue	NB
645	13th Avenue	Lewvan Drive	EB
667	6th Avenue	Broder Street	EB
678	4th Avenue	Broder Street	WB
691	13th Avenue	Albert Street	WB
738	Quance Street	Starlite Street	EB
739	Quance Street	Coleman Street	EB
740	Quance Street	Coleman Crescent	WB
741	Quance Street	Starlite Street	WB
742	University Park Drive	Quance Street	NB
743	University Park Drive	Victoria Square Mall	NB
744	Fleet Street	North Service Road	NB
746	Cambridge Avenue	Milforoad Crescent	WB
764	Gordon Road	Queen Street	WB
767	Ryan Road	Pasqua Street	EB
771	Gordon Road	Montague Street	EB
772	Gordon Road	Lockwood Road	EB
773	Gordon Road	Rae Street	EB
774	Gordon Road	Albert Street	EB
787	Massey Road	Grant Drive	NB
789	Massey Road	Parker Avenue	NB
796	College Avenue	Ottawa Street	EB
797	College Avenue	Montreal Street	EB
805	Park Street	Arcola Avenue	NB

Bus Stop #	On Street	At Street	Direction
819	Quance Street	Victoria Square Mall	EB
820	Arens Road	Prince Of Wales Drive	WB
823	Arens Road	Crocus Crescent	WB
829	Woodhams Road	Prince Of Wales Drive	EB
831	Assiniboine Avenue	Prince Of Wales Drive	WB
832	Assiniboine Avenue	Philip Road	WB
833	Assiniboine Avenue	Balmoral Gate	WB
834	Assiniboine Avenue	Banberry Drive	WB
835	Assiniboine Avenue	University Park Drive	WB
836	Assiniboine Avenue	Windfield Road	WB
838	Assiniboine Avenue	Park Street	EB
845	University Park Drive	Laval Drive	NB
846	Park Street	Broadway Avenue	SB
860	Broadway Avenue	Ottawa Street	WB
892	College Avenue	Smith Street	WB
900	Elphinstone Street	College Avenue	SB
908	Regina Avenue	Pasqua Street	EB
922	25th Avenue	Athol Street	EB
924	25th Avenue	Retallack Street	EB
927	Rae Street	29th Avenue	SB
930	Rae Street	Extendicare	SB
932	Albert Street	Gordon Road	NB
933	Albert Street	Albert Street Service Road East	NB
934	Albert Street	31st Avenue	NB
936	Albert Street	28th Avenue	NB
949	Elphinstone Street	17th Avenue	NB
963	3rd Avenue	Albert Street	WB
990	Broadway Avenue	Broad Street	EB
991	Broadway Avenue	St Chads Crescent	EB
992	Broadway Avenue	Ottawa Street	EB
1010	University Park Drive	Laval Drive	SB
1011	Michener Drive	University Park Drive	WB
1021	Assiniboine Avenue	Philip Road	EB
1022	Prince Of Wales	Assiniboine Avenue	NB
1023	Truesdale Drive	Prince Of Wales	WB
1032	Arens Road	University Park Drive	EB
1033	Arens Road	Heseltine Road	EB
1034	Arens Road	Crocus Drive	EB
1038	Quance Street	Victoria Square Mall	WB
1043	University Park Drive	Truesdale Drive	SB

Bus Stop #	On Street	At Street	Direction
1047	14th Avenue	Vaughn Street	WB
1054	College Avenue	Elliott Street	WB
1069	Mikkelson Drive	Lyons Street	EB
1086	3rd Avenue	Garnet Street	EB
1105	Albert Street	Parliament Avenue	SB
1107	Albert Street	29th Avenue	SB
1108	Albert Street	31st Avenue	SB
1109	Albert Street	Albert Street Service Road	SB
1110	Rae Street	Westfield Drive	NB
1207	Lakeridge Road	Boswell Crescent	NB
1209	Lakeridge Road	Rousseau Crescent	WB
1224	Rochdale Boulevard	Arnason Street	EB
1234	Mccarthy Bouleard	Irvin Crescent	SB
1262	Rochdale Boulevard	Lakeridge Road	EB
1264	Gordon Road	Rae Street	EB
1327	Prince Of Wales Drive	Truesdale Drive	NB
1360	Albert Street	12th Avenue	NB
1362	Broad Street	12th Avenue	SB
1364	Dewdney Avenue	Rose Street	WB
1368	Dewdney Avenue	Lorne Street	EB
1371	Gordon Road	Pasqua Street	EB
1387	Gordon Road	Lewvan Drive	WB
1388	Gordon Road	Lewvan Drive	SE
1411	Harbour Landing Drive	Malcolm Drive	NB
1418	Harbour Landing Drive	Wright Road	NB
1420	Dewdney Avenue	Prince Of Wales Drive	EB
1432	Stockton Street	Child Avenue	SB
1435	Winnipeg Street	2nd Avenue North	NB
1436	Neville Drive	Dakota Drive	SB
1463	Winnipeg Street	6th Avenue North	NB
1476	Eastgate Drive	Argan Drive	SB
1559	James Hill Road	Gordon Road	SB
1562	James Hill Road	Padwick Road	EB
1564	Diefenbaker Drive	Armour Road	EB
1567	Gordon Road	Harbour Landing Drive	EB
1569	Rochdale Boulevard	Vanstone Street	EB
1578	Rochdale Boulevard	Vanstone Street	WB

**SCHEDULE “B”
CITY OF REGINA ADVERTISING POLICY**

1. Advertising must:
 - a. Meet the standards set out by the Canadian Advertising Standards Council, and the freedoms of expression protected under *The Canadian Charter of Rights and Freedoms*.
 - b. Reflect equality in sex, colour or creed;
 - c. Be aesthetically pleasing and fit into the environment in which they are placed; and
 - d. Clearly identify the person or organization that purchased it.

2. Advertising must not:
 - a. Contain inaccurate or deceptive claims or statements; and
 - b. Portray anyone in a demeaning or derogatory manner.

3. Alcoholic drinks must not be advertised using advertising that appeals particularly to anyone under the age at which a person may legally purchase alcoholic drinks in Saskatchewan.

4. In general, advertising for alcoholic drinks will only be permitted in appropriate venues.

5. The advertising of tobacco products is prohibited.

6. The City has sole discretion to decide whether any advertising complies with this policy.

SCHEDULE “C”

A) PLACEMENT OF BENCHES

Benches will be located at each stop by using the following base criteria for placement with the understanding that any final placement will be determined by the Director of Transit Department:

1. Benches must be placed within the bus loading zone (approximately 80 feet).
2. Benches cannot be placed within the traffic sight triangle.
3. Benches must be at least three (3) feet (one (1) metre) away from any curb.
4. Benches must not interfere with the pedestrian right of way.
5. Benches must not block any advertising placed on bus shelters.
6. Benches must be level and not on a slope.

B) DESIGN SPECIFICATIONS

The construction and design should be aesthetically pleasing, discourage unsolicited relocation and tend to resist vandalism. The base of the bench shall be weighted to resist overturning due to gusts of wind or minor impact. Each bench should also have a visible name of the licensee and a contact phone number in the event of service or any public concerns about the bench.

THIS AGREEMENT MADE THIS 5th DAY OF July, 2018.

BETWEEN:

The City of Regina

a city, continued under *The Cities Act*, c. C-11.1, S.S. 2002
(the "City")

- and -

**Pattison Outdoor Advertising LP, by its general partner,
Pattison Outdoor Advertising Ltd.**
(“the Licensee”)

Definitions

1. For the purpose of this Agreement:

“Advertising Benches” means Benches equipped with display panels on which advertising can be placed, and on which the Licensee is permitted to place advertising subject to the terms of this agreement;

“Benches” means seating structures located at transit stops and includes Advertising and Non-Advertising Benches installed by the Licensee;

"Director" means the Director of Transit of the City or his or her designate;

“Non-Advertising Benches” means Benches which are not equipped with advertising display panels and upon which the Licensee is not to place or permit advertising.

Term

2. The term of this Agreement is five years beginning July 1, 2018 and expiring June 30, 2023 (the “Term”).

License

3. Subject to the terms and conditions of this Agreement, the City grants the Licensee exclusive rights to:

- (a) install Advertising Benches at the transit stop locations identified in Schedule A and at additional transit stop bench locations, subject to the terms of this Agreement; and
- (b) to advertise on the Advertising Benches installed pursuant to this Agreement.

License Fee and Remittances

4. The Licensee will pay the City an annual fee (the "Annual Fee") of \$455 CDN, per Advertising Bench plus applicable sales taxes.
5. As new Advertising Benches are added by the Licensee pursuant to Section 27, or eliminated by the City pursuant to Section 28, the annual charge for each additional Advertising Bench will be prorated based on the months remaining in the calendar year in which the Advertising Bench is installed or removed. The prorated amount will become payable (or deductible, as the case may be), in equal instalments calculated pursuant to the remaining number of months in the calendar year in which the Advertising Bench is installed, on the first day of the month following the month on which the Advertising Bench is installed.
6. The annual fee shall be paid to the City in the form of equal monthly payments by the 10th day of each month during the term of the contract.
7. The monthly instalment payments shall be submitted to the City at the following address, unless the Licensee is otherwise notified of an alternate address by the City:

City of Regina
City Hall
Finance Department
Accounts Receivable Branch
Box 1790
Regina, SK
S4P 3C8

8. Amounts not paid when due will be subject to a late payment charge of 1.5 per cent per month (18 per cent per annum).

Performance Bond

9. The Licensee shall provide to the City a performance bond in the amount of \$15,000. The performance bond must be in a form acceptable to the City and duly issued by a surety acceptable to the City.
10. Without restricting the generality of the foregoing, the performance bond shall be irrevocable by the surety for 60 days past the term of this Agreement and for any renewals thereof.
11. The performance bond shall secure the performance of the Licensee of all obligations under this Agreement, whether expressly stated as "covenants", "responsibilities", "duties" or otherwise. The intention of the Parties is that recourse may be made in the event that any cost has been or may be incurred by the City on account of any act or omission of the Licensee or upon expiration or termination or imminent expiration or termination of this Agreement by whatever means.

Installation

12. Benches shall be installed by and remain the property of the Licensee.
13. Benches shall be installed at all locations as listed in Schedule A plus additional locations as provided for in this Agreement.
14. The Licensee shall ensure that Benches are installed:
 - (a) in a proper and safe manner sufficient for their intended use;
 - (b) in compliance with all applicable laws and regulations with respect to the method and work of installation, including *The Occupational Health and Safety Regulations of The Saskatchewan Employment Act* and any related or successor legislation; and
 - (c) in accordance with the installation and design specifications set out in Schedule C and any further specifications as provided by the City.
 - (d) Any bench installed must be placed on a concrete surface. If no concrete is present, a concrete pad must be installed at the Licensee's expense. Upon request of the Licensee, if the bench design allows for installation on another surface, the City may consent, in writing, to such alternate method of installation.
15. The type and design of the Benches shall be subject to the approval of the City.
16. The City shall be permitted to affix recycling bottle baskets to the Licensee's garbage receptacles. Any recycling bottle baskets affixed by the City shall become the property of the Licensee upon affixation. The City agrees that it shall be responsible for the method of affixation and any liability for any injury resulting therefrom. Licensee shall be required to retain the bottle baskets on the garbage receptacles for the duration of this Agreement. Upon termination or expiry of the Agreement Licensee may retain any bottle baskets and agrees that the City is not responsible for any damage that the baskets may cause to the receptacles.

Maintenance and Repair

17. The Licensee covenants at all times, to keep and maintain all the Benches and garbage receptacles in a good and safe condition of repair and in a clean and attractive appearance to the satisfaction of the Director of Transit. The Licensee agrees to remedy any breach of the provisions of sections 16, 17, 18 and 19 within 48 hours after receiving notice from the City to do so. The Licensee shall replace or repair, to the satisfaction of the Director of Transit, all Benches that are damaged or destroyed upon notice from the City and at the outset 48 hours after receiving written notice from the Director to do so.
18. Snow removal from and around the Benches shall be performed by the Licensee at times of normal maintenance and 48 hours after a snowfall.
19. Benches must be pressure washed at least four times a year to ensure benches are clean and free from dirt.

20. The Licensee shall remove garbage from any garbage receptacle and from the Bench and immediate vicinity once a week to prevent smells and other nuisances.
21. If the Licensee does not comply with a request of the Director under section 16, the City may take the necessary steps to remedy the breach, and the City may apply the Letter of Credit against the costs of such remedies, after providing the Licensee with written statements of the costs incurred by the City to remedy the breach.
22. The Licensee shall provide at its sole cost and expense, all materials, including all equipment and expendable materials required for the cleaning and maintenance of the Benches and the Bench foundation pads, snow removal and garbage collection.
23. Benches must have visible information on the Bench indicating the contact information for maintenance issues and must ensure that personnel are available at all reasonable times at that number to respond to concerns including but not limited to: Bench maintenance, garbage removal, Bench positioning, and advertising content.
24. The Licensee shall provide at its sole cost and expense, all management and labour required to provide the requested level of service, with all employees being hired by the Licensee, and in no way being construed to be employees of the City.
25. The Licensee shall maintain a current record of its maintenance activities pertaining to the Benches and the pads, including snow and garbage removal records. If the Licensee retains a subcontractor to perform any maintenance duties or repairs on the Benches, foundation pads, or garbage receptacles, including garbage collection and snow removal, the Licensee shall ensure that the subcontractor also keeps a current record of its maintenance and repair activities.
26. The Licensee shall provide to the City, on a weekly basis, a report showing the maintenance activities carried out with respect to the Benches, pads and garbage collection/receptacles in the two-week period. In addition, the City shall be entitled to obtain a report on maintenance activities at any other time upon request.
27. In the event that a Bench must be removed, the Licensee shall be responsible to landscape the surrounding terrain back to its original form. This will include either recovering the ground with sod, or seeding the ground and providing fill, or restoring concrete or bricks if necessary.

Additional Benches

28. (1) The Licensee shall install in the City of Regina at least 10 new Benches in each year of the Agreement. The Benches must have a garbage receptacle provided as part of the installation, unless a garbage receptacle already exists at the location.
 - (ii) Ownership of additional Benches will remain with the Licensee and the Licensee shall be responsible for all expenses necessary for the installation of all new Benches.

- (iii) The City shall provide the space the City considers adequate for the installation of the Benches that meet the requirements as set out in Schedule "C", provided that it is agreed by the parties that if for any reason the Director deems it desirable that any particular Bench installed pursuant to the terms of this Agreement should be removed entirely or relocated elsewhere, the Licensee will be required to remove such bench entirely or relocate it to a location approved by the Director.
- (iv) Notwithstanding the above, the City shall be entitled to approve the location and Bench style, design or material of any new Benches installed.

Elimination of Bench Locations

- 28. (1) The City shall be entitled to permanently eliminate Bench locations as a result of changes to transit routes, unsuitability, or renewal of the downtown area.
 - (2) For the purposes of this section, the downtown area is defined as: Angus Street to Saskatchewan Drive to Osler Street to 13th Avenue.

City Use of Benches

- 29. The parties agree that the primary purpose of the Benches is to provide seating at transit stops for Regina Transit patrons. The parties agree that the public shall be entitled to make use of the Benches for that purpose.
- 30. The Licensee agrees that 10 Advertising Benches will be made available to the City free of charge to place advertisements. The City acknowledges it will be responsible to pay the production costs for any advertisement it uses. The advertising in this section shall be installed by the Licensee.

Advertising Policy Compliance

- 31. (1) All advertising on the Advertising Benches must comply with the Advertising Policy attached as Schedule "B" to this Agreement.
 - (2) If any advertising does not comply with the Advertising Policy attached as Schedule "B", it must be removed from the Benches immediately and the Licensee will remain liable to pay the City the associated fees.
- 34. The Licensee shall indemnify the City against, and save the City harmless from all costs, damages or expenses that the City incurs due to any action, or proceeding, or steps taken by any person, to have any advertising that is installed under this Agreement declared a nuisance, removed, or otherwise dealt with according to law.

Environmental Policies

35. The Licensee shall conform to any environmental policies or recycling programs adopted by the federal or provincial governments or by City Council, prior to the term of this Agreement. The City will not reimburse the Licensee for any costs associated with conforming to any such policies or programs. The City agrees to advise the Licensee of any such proposed policies or programs prior to their consideration by City Council.

Taxes and Licenses

36. The Licensee shall pay all taxes and licenses lawfully imposed in respect of the advertising.

The Licensee's Employees

37. (1) In this section, "**employee**" includes any individual director, officer, partner, sub-contractor, agent, employee or other person entering onto or having access to City-controlled or City-owned property at the request of the Licensee to perform any of the Licensee's covenants or exercise any of the Licensee's rights under this Agreement.
- (2) During the period when any employee of the Licensee is on or has access to City-controlled or City-owned property, the Licensee must, at its own expense, ensure that the employee:
- (a) is directed, supervised and, if necessary, disciplined by the Licensee;
 - (b) conforms to the City's standards of behaviour;
 - (c) complies with all applicable legislation including but not limited to *The Occupational Health and Safety Regulations of The Saskatchewan Employment Act*;
 - (c) complies with all on-site City safety and security requirements;
 - (d) obtains emergency treatment if the employee is injured; and
 - (e) is not accompanied by any acquaintance, family member or other person unless the person is an employee of the Licensee and the person's attendance at the City's property is necessary for the performance of this Agreement.
- (3) The City may review, approve, or require a change of any of the Licensee's employees who perform covenants under this Agreement on or in connection with City-controlled or City-owned property.
- (4) the Licensee and its employees are not and will not ever be considered employees of the City within the meaning of *The Saskatchewan Employment Act* (or any other statute,

regulation or law) or entitled to any of the benefits of an employee of the City as a result of their performance of any part of the covenants of this Agreement.

Independent Contractor

38. The Licensee is an independent contractor and will not state, imply or knowingly permit anyone to infer that any other relationship exists between them.

Workers' Compensation & Occupational Health and Safety

39. (1) The Licensee must comply with *The Workers' Compensation Act, 2013* or any successor legislation including *The Saskatchewan Employment Act*.
- (2) Upon request, the Licensee will provide either a copy of a certificate from the Workers' Compensation Board showing that the Licensee is registered and is in good standing with the Board or proof that the Licensee is excluded from the provisions of *The Workers' Compensation Act, 2013*.
40. The Licensee is solely responsible for ensuring that it and its employees, agents and contractors fully comply with *The Occupational Health and Safety Regulations of The Saskatchewan Employment Act* or any successor legislation.
41. The Licensee will indemnify and save the City harmless if the City is required to pay any Workers' Compensation or Occupational Health and Safety charges, fees or fines arising from the Licensee's performance of any of the Licensee's covenants or exercise of any of the Licensee's rights under this Agreement, or by subcontractor of the Licensee while on City-controlled or City-owned property.

Indemnities and Insurance

42. (1) In this section, "**City**" includes the City and its directors, officers, agents, employees and affiliates.
- (2) The Licensee will fully indemnify the City and hold the City harmless from and against any claim, demand, suit, cause of action, loss, damages, liability or cost related to, arising out of, or connected to, directly or indirectly, with the Licensee's activities under this Agreement, whether based in negligence, any other tort, breach of contract, criminal activity, the breach of any statutory or regulatory duty or any other head of liability, including without limitation and no matter when asserted, claims relating to the injury (whether physical, psychological or both) or death of any person, and damages to or loss of any property or of any other right.
- (3) The indemnity in subsection (2) does not apply to the extent that any claim results from an act or omission directly caused by the City's negligence, breach of contract, legal or wilful misconduct or non-compliance with a statute, rule or regulation.

Damage to Benches

43. The City will not be liable to the Licensee or any third party advertiser for any lost revenue or other damages caused by any Bench being damaged, destroyed, or temporarily moved or taken down due to construction.

Insurance

44. The Licensee shall obtain and maintain:
- (a) General Liability Insurance in the amount of \$2,000,000.00, per occurrence. This insurance must include premises and operations liability, completed operations liability and advertising liability and must include the City as an additional named insured.
 - (b) in the event that automobiles are required to provide the Services, maintain automobile accident liability in the amount of no less than \$1,000,000.00 dollars per occurrence; and
 - (c) a certificate of insurance as proof of the insurance in subsection (a) and (b), in a form acceptable to the City's Risk Manager which certificate shall be:
 - (i) signed by the insurer; and
 - (ii) provided to the City prior to entering into the Agreement.
45. The Licensee shall maintain the required insurance for the duration of the Agreement.
46. The Licensee is responsible for all premiums and deductibles.

Termination for Cause

47. (1) Without prejudicing any other right or remedy the City has, the City may terminate this Agreement by written notice to the Licensee, if the Licensee:
- (a) is in material breach of this Agreement and the obligation is not met within 30 days after the City gives the Licensee notice that the obligation is not met;
 - (b) becomes bankrupt or insolvent or is so adjudged;
 - (c) makes a general assignment for the benefit of creditors;
 - (d) has its property liable to seizure by any secured party or lien holder;
 - (e) has its property subject to any valid writ of execution; or
 - (f) becomes the subject of any law respecting liquidation or winding-up.

- (2) If the City terminates this Agreement according to Clause (1)(a), the termination is effective immediately at the end of the notice period.
- (3) If the City terminates this Agreement pursuant to Clauses (1)(b) through (1)(f), the termination is effective immediately upon the termination notice being given to the Licensee.

Termination for Convenience

48. (1) Either Party may terminate this Agreement for convenience only at any time upon 180 days' notice to the other Party.
- (2) A termination made according to subsection (1) is effectively immediately after the notice period.
- (3) Each Party fully releases and indemnifies the other Party from any claim of or liability for damages to a third party or to the other Party that is based on, or is incurred due to the exercise of a Party's right to terminate according to subsection (1).

Post-Termination Responsibilities

49. (1) This section survives any termination of this Agreement.
- (2) Subject to subsection (3), after any termination of this Agreement, the Licensee must:
 - (a) immediately pay to the City all payments left owing under this Agreement, and
 - (b) remove all Benches within 15 days of termination.
- (3) Any Benches that remain installed 15 days after termination will become the sole property of the City, and any charges to remove the Benches shall be borne by the Licensee and may be charged against its performance deposit/letter of credit.

Assignment and Subcontracting

50. The Licensee may not assign this Agreement for any reason without the City's prior written consent.
51. (1) Should the Licensee receive the City's permission to sub-license any part of this Agreement, the sub-licensee must agree to conform to the terms of this Agreement including the Advertising Policy attached as Schedule "B".
- (2) The Licensee will remain responsible for ensuring that all terms and conditions of this Agreement are met during the term of any sub-license.

Notices

52. Any notice or demand required or permitted to be given to either Party pursuant to this Agreement, with the exception of notice under Section 18, shall be in writing and may be delivered to the Party in person (or to its authorized agent), or by sending it by prepaid registered mail, addressed:

In the case of the City, to:
Director of Transit
City of Regina
P.O. Box 1790
Regina, Saskatchewan
S4P 3C8

And in the case of the Licensee, to:
Director of Leasing, Prairie Region
Pattison Outdoor Advertising
10707 – 178 Street
Edmonton, AB T5S 1J6

or to such alternate address in Saskatchewan as either party may by notice from time to time advise, and if mailed as aforesaid, shall be deemed to be given on the third business day after the date of such mailing. Any such notice, demand, request or consent is conclusively deemed to have been given or made on the day upon which such notice, demand, request or consent is delivered, or, if mailed, then 72 hours following the date of mailing, as the case may be, and any time period referred to therein commences to run from the time of delivery or 72 hours following the date of mailing, as the case may be.

General

53. The City shall not be liable to the Licensee for payment of damages, loss of profits, business interruption or any like damages or expenses if the City fails to operate its transit system without interruption during the term of this Agreement.
54. It is understood and agreed that nothing in this Agreement shall constitute the Licensee as the agent of the City, nor authorize the Licensee to pledge the credit of the City, nor bind the City with respect to any matters whatsoever.
55. This Agreement shall be governed by and construed in accordance with the laws of the Province of Saskatchewan.
56. This Agreement may not be modified or amended except by an instrument in writing signed by the Parties.
57. This Agreement and its schedules constitutes the entire and exclusive agreement between the parties and supersedes all prior agreements, undertakings, representations and understandings, whether written or oral, between the parties or their representatives.
58. No waiver shall be inferred or implied by any forbearance by a party hereto or anything done or omitted to be done by a party with respect to a default, breach or non-observance

save only an express waiver in writing and then only to the extent expressly stipulated and necessary to give effect to such express waiver.

59. Time is of the essence of this Agreement and of every part thereof.

THIS CONTRACT EXECUTED BY:

The City of Regina on July 5, 2018,
Month Day Year

Per: The City Clerk

Pattison Outdoor Advertising LP, by its general partner,
Pattison Outdoor Advertising Ltd.

on 2018 June, 12
Year Month Day



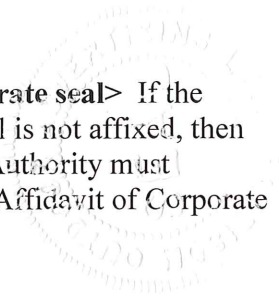
Per: Signing Authority.

Barry Wilde

Print Name of Signing Authority



<affix corporate seal> If the corporate seal is not affixed, then the Signing Authority must complete an Affidavit of Corporate



SCHEDULE "A" Bench Locations

Bus Stop #	On Street	At Street	Direction
15	Dewdney Avenue	Southam Street	EB
16	Dewdney Avenue	Kent Street	EB
17	Dewdney Avenue	Carlton Street	EB
18	Dewdney Avenue	Donald Street	EB
19	Dewdney Avenue	Bonner Street	EB
20	Dewdney Avenue	Horace Street	EB
22	Dewdney Avenue	Empress Street	EB
25	Dewdney Avenue	York Street	EB
27	Dewdney Avenue	Wascana Street	EB
37	Albert Street	11th Avenue	SB
41	Broad Street	12th Avenue	NB
42	Broad Street	Dewdney Avenue	NB
46	Broad Street	5th Avenue	NB
47	Broad Street	4th Avenue	NB
58	Albert Street	5th Avenue North	NB
59	Albert Street	6th Avenue North	NB
60	7th Avenue North	Smith Street	EB
64	Broad Street	9th Avenue North	NB
69	Sturdy Street	12th Avenue North	NB
77	Rodenbush Drive	12th Avenue North	SB
88	7th Avenue North	Smith Street	WB
114	11th Avenue	Hamilton Street	WB
118	Albert Street	9th Avenue	NB
119	Dewdney Avenue	Angus Street	WB
127	Dewdney Avenue	Wascana Street	WB
137	Dewdney Avenue	Bonner Street	WB
139	Dewdney Avenue	Carlton Street	WB
153	Rochdale Boulevard	Pasqua Street	WB
157	Sangstreeter Boulevard	Brockelbank Crescent	EB
158	Argyle Street North	Sangster Boulevard	SB
166	Smith Street	7th Avenue North	SB
167	Albert Street	6th Avenue North	SB
168	Albert Street	5th Avenue North	SB
170	Albert Street	3rd Avenue North	SB
172	Albert Street	Avonhurst Drive	SB
173	Albert Street	1st Avenue	SB
174	Albert Street	3rd Avenue	SB
175	Albert Street	4th Avenue	SB

Bus Stop #	On Street	At Street	Direction
176	Albert Street	5th Avenue	SB
178	Albert Street	7th Avenue	SB
181	Albert Street	Dewdney Avenue	NB
183	Albert Street	7th Avenue	NB
185	Albert Street	5th Avenue	NB
186	Albert Street	4th Avenue	NB
187	Albert Street	2nd Avenue	NB
189	Albert Street	Avonhurst Drive	NB
201	Sangster Boulevard	Argyle Street North	EB
202	Rochdale Boulevard	Sherwood Village Mall	EB
203	Rochdale Boulevard	Riffel High	EB
204	Rochdale Boulevard	Lakeridge Road	EB
205	Mcintosh Street	Rochdale Boulevard	SB
209	Dalgliesh Drive	Pasqua Gate	SB
213	Mcintosh Street	Dalgliesh Drive	SB
216	Sherwood Drive	Mcintosh Street	EB
219	Sherwood Drive	Queen Street	EB
220	Argyle Street	Sherwood Drive	SB
237	Broad Street	13th Avenue	SB
238	Broad Street	14th Avenue	SB
250	Kramer Boulevard	Wascana Parkway	WB
252	Hillsdale Street	Latta Street	NB
260	Parliament Avenue	Rae Street	WB
261	Rae Street	Golden Mile	NB
262	Albert Street	25th Avenue	SB
268	Kramer Boulevard	Hillsdale Street	EB
269	Kramer Boulevard	Centennial Street	EB
272	23rd Avenue	Wascana Parkway	WB
273	23rd Avenue	Hillsdale Street	WB
277	Broad Street	Lakeshore Drive	NB
279	Broad Street	Quinn Drive	NB
280	Broad Street	Broadway Avenue	NB
281	Broad Street	College Avenue	NB
283	Broad Street	14th Avenue	NB
284	Broad Street	13th Avenue	NB
296	4th Avenue	Pasqua Street	WB
321	Rochdale Boulevard	Devonshire Drive	EB
322	Rochdale Boulevard	Radway Street	EB
336	Mccarthy Boulevard	Rink Avenue	SB
337	Mccarthy Boulevard	7th Avenue North	SB

Bus Stop #	On Street	At Street	Direction
341	Sherwood Drive	Milne Street	EB
360	Albert Street	12th Avenue	SB
361	Albert Street	Victoria Avenue	SB
362	Albert Street	13th Avenue	SB
365	Albert Street	College Avenue	SB
400	Albert Street	College Avenue	NB
402	Albert Street	14th Avenue	NB
403	Albert Street	13th Avenue	NB
423	Sherwood Drive	Ellison Crescent	WB
429	Mcintosh Street	Dalgliesh Drive	NB
440	Rochdale Boulevard	Lakeridge Road	WB
441	Rochdale Boulevard	Mccarthy Boulevard	WB
442	Rochdale Boulevard	Mccarthy Boulevard	WB
447	Sherwood Drive	Venture Road	EB
450	Dorothy Street	Sherwood Drive	SB
475	Avonhurst Drive	Retallack Street	EB
480	Avonhurst Drive	Albert Street	WB
497	7th Avenue North	Mccarthy Boulevard	WB
509	Sherwood Drive	Courtney Street	WB
513	Dewdney Avenue	Cavendish Street	EB
515	Oxford Street	10th Avenue	SB
520	University Park Drive	Victoria Square Mall	SB
521	Quance Street	University Park Drive	EB
522	Quance Street	Heseltine Gate	EB
524	Quance Street	Westfair Road	EB
526	Quance Street	Prince Of Wales Drive	EB
528	Westfair Road	Superstore	WB
529	Westfair Road	Prince Of Wales Drive	WB
530	Prince Of Wales Drive	Westfair Road	SB
531	Quance Street	Prince Of Wales Drive	WB
532	Quance Street	Westfair Road	WB
561	Dewdney Avenue	Lacon Street	WB
562	Park Street	Dewdney Avenue	SB
564	Park Street	10th Avenue	SB
565	Park Street	11th Avenue	SB
566	Victoria Avenue	Park Street	WB
570	Victoria Avenue	Mcara Street	WB
571	Victoria Avenue	Lindsay Street	WB
572	Victoria Avenue	Edgar Street	WB
577	Victoria Avenue	Ottawa Street	WB

Bus Stop #	On Street	At Street	Direction
579	Victoria Avenue	Osler Street	WB
580	Albert Street	23rd Avenue	SB
584	Rae Street	Golden Mile	SB
587	Massey Road	Parker Avenue	SB
598	Gordon Road	Rae Street	WB
599	Lockwood Road	Gordon Road	SB
602.1	Southland Mall	Plainsview Road	WB
602.2	Southland Mall	Plainsview Road	WB
603	Lockwood Road	Lincoln Drive	NB
615	Albert Street	25th Avenue	NB
624	Victoria Avenue	Reynolds Street	EB
625	Victoria Avenue	Lindsay Street	EB
626	Victoria Avenue	Mcara Street	EB
628	Victoria Avenue	Harvey Street	EB
629	Victoria Avenue	Abbott Street	EB
630	Park Street	Service Road	NB
632	Park Street	10th Avenue	NB
645	13th Avenue	Lewvan Drive	EB
667	6th Avenue	Broder Street	EB
678	4th Avenue	Broder Street	WB
691	13th Avenue	Albert Street	WB
738	Quance Street	Starlite Street	EB
739	Quance Street	Coleman Street	EB
740	Quance Street	Coleman Crescent	WB
741	Quance Street	Starlite Street	WB
742	University Park Drive	Quance Street	NB
743	University Park Drive	Victoria Square Mall	NB
744	Fleet Street	North Service Road	NB
746	Cambridge Avenue	Milforoad Crescent	WB
764	Gordon Road	Queen Street	WB
767	Ryan Road	Pasqua Street	EB
771	Gordon Road	Montague Street	EB
772	Gordon Road	Lockwood Road	EB
773	Gordon Road	Rae Street	EB
774	Gordon Road	Albert Street	EB
787	Massey Road	Grant Drive	NB
789	Massey Road	Parker Avenue	NB
796	College Avenue	Ottawa Street	EB
797	College Avenue	Montreal Street	EB
805	Park Street	Arcola Avenue	NB

Bus Stop #	On Street	At Street	Direction
819	Quance Street	Victoria Square Mall	EB
820	Arens Road	Prince Of Wales Drive	WB
823	Arens Road	Crocus Crescent	WB
829	Woodhams Road	Prince Of Wales Drive	EB
831	Assiniboine Avenue	Prince Of Wales Drive	WB
832	Assiniboine Avenue	Philip Road	WB
833	Assiniboine Avenue	Balmoral Gate	WB
834	Assiniboine Avenue	Banberry Drive	WB
835	Assiniboine Avenue	University Park Drive	WB
836	Assiniboine Avenue	Windfield Road	WB
838	Assiniboine Avenue	Park Street	EB
845	University Park Drive	Laval Drive	NB
846	Park Street	Broadway Avenue	SB
860	Broadway Avenue	Ottawa Street	WB
892	College Avenue	Smith Street	WB
900	Elphinstone Street	College Avenue	SB
908	Regina Avenue	Pasqua Street	EB
922	25th Avenue	Athol Street	EB
924	25th Avenue	Retallack Street	EB
927	Rae Street	29th Avenue	SB
930	Rae Street	Extendicare	SB
932	Albert Street	Gordon Road	NB
933	Albert Street	Albert Street Service Road East	NB
934	Albert Street	31st Avenue	NB
936	Albert Street	28th Avenue	NB
949	Elphinstone Street	17th Avenue	NB
963	3rd Avenue	Albert Street	WB
990	Broadway Avenue	Broad Street	EB
991	Broadway Avenue	St Chads Crescent	EB
992	Broadway Avenue	Ottawa Street	EB
1010	University Park Drive	Laval Drive	SB
1011	Michener Drive	University Park Drive	WB
1021	Assiniboine Avenue	Philip Road	EB
1022	Prince Of Wales	Assiniboine Avenue	NB
1023	Truesdale Drive	Prince Of Wales	WB
1032	Arens Road	University Park Drive	EB
1033	Arens Road	Heseltine Road	EB
1034	Arens Road	Crocus Drive	EB
1038	Quance Street	Victoria Square Mall	WB
1043	University Park Drive	Truesdale Drive	SB

Bus Stop #	On Street	At Street	Direction
1047	14th Avenue	Vaughn Street	WB
1054	College Avenue	Elliott Street	WB
1069	Mikkelson Drive	Lyons Street	EB
1086	3rd Avenue	Garnet Street	EB
1105	Albert Street	Parliament Avenue	SB
1107	Albert Street	29th Avenue	SB
1108	Albert Street	31st Avenue	SB
1109	Albert Street	Albert Street Service Road	SB
1110	Rae Street	Westfield Drive	NB
1207	Lakeridge Road	Boswell Crescent	NB
1209	Lakeridge Road	Rousseau Crescent	WB
1224	Rochdale Boulevard	Arnason Street	EB
1234	Mccarthy Boulevard	Irvin Crescent	SB
1262	Rochdale Boulevard	Lakeridge Road	EB
1264	Gordon Road	Rae Street	EB
1327	Prince Of Wales Drive	Truesdale Drive	NB
1360	Albert Street	12th Avenue	NB
1362	Broad Street	12th Avenue	SB
1364	Dewdney Avenue	Rose Street	WB
1368	Dewdney Avenue	Lorne Street	EB
1371	Gordon Road	Pasqua Street	EB
1387	Gordon Road	Lewvan Drive	WB
1388	Gordon Road	Lewvan Drive	SE
1411	Harbour Landing Drive	Malcolm Drive	NB
1418	Harbour Landing Drive	Wright Road	NB
1420	Dewdney Avenue	Prince Of Wales Drive	EB
1432	Stockton Street	Child Avenue	SB
1435	Winnipeg Street	2nd Avenue North	NB
1436	Neville Drive	Dakota Drive	SB
1463	Winnipeg Street	6th Avenue North	NB
1476	Eastgate Drive	Argan Drive	SB
1559	James Hill Road	Gordon Road	SB
1562	James Hill Road	Padwick Road	EB
1564	Diefenbaker Drive	Armour Road	EB
1567	Gordon Road	Harbour Landing Drive	EB
1569	Rochdale Boulevard	Vanstone Street	EB
1578	Rochdale Boulevard	Vanstone Street	WB

SCHEDULE "B"
CITY OF REGINA ADVERTISING POLICY

1. Advertising must:
 - a. Meet the standards set out by the Canadian Advertising Standards Council, and the freedoms of expression protected under *The Canadian Charter of Rights and Freedoms*.
 - b. Reflect equality in sex, colour or creed;
 - c. Be aesthetically pleasing and fit into the environment in which they are placed; and
 - d. Clearly identify the person or organization that purchased it.

2. Advertising must not:
 - a. Contain inaccurate or deceptive claims or statements; and
 - b. Portray anyone in a demeaning or derogatory manner.

3. Alcoholic drinks must not be advertised using advertising that appeals particularly to anyone under the age at which a person may legally purchase alcoholic drinks in Saskatchewan.

4. In general, advertising for alcoholic drinks will only be permitted in appropriate venues.

5. The advertising of tobacco products is prohibited.

6. The City has sole discretion to decide whether any advertising complies with this policy.

SCHEDULE "C"

A) PLACEMENT OF BENCHES

Benches will be located at each stop by using the following base criteria for placement with the understanding that any final placement will be determined by the Director of Transit Department:

1. Benches must be placed within the bus loading zone (approximately 80 feet).
2. Benches cannot be placed within the traffic sight triangle.
3. Benches must be at least three (3) feet (one (1) metre) away from any curb.
4. Benches must not interfere with the pedestrian right of way.
5. Benches must not block any advertising placed on bus shelters.
6. Benches must be level and not on a slope.

B) DESIGN SPECIFICATIONS

The construction and design should be aesthetically pleasing, discourage unsolicited relocation and tend to resist vandalism. The base of the bench shall be weighted to resist overturning due to gusts of wind or minor impact. Each bench should also have a visible name of the licensee and a contact phone number in the event of service or any public concerns about the bench.

BUS AND SHELTER ADVERTISING AGREEMENT

DATED FOR REFERENCE THE 8th DAY OF March, 2018.
BETWEEN:

THE CITY OF REGINA

A city continued under *The Cities Act*, S.S. 2002, c. C-11.1, as amended
(the "City")

- and -

Pattison Outdoor Advertising LP, By its general partner, Pattison Outdoor Advertising Ltd.
a business corporation, incorporated pursuant to the laws of Saskatchewan
("the Licensee")

Definitions

1. For the purpose of this Agreement:

"**Fleet**" means the number of buses maintained on a regular basis to provide transit and paratransit services;

"**Interior Space**" means the space on the interior of the bus above the windows on which advertising may be inserted or appended.

"**King Space**" means the space on the exterior side of a bus on which advertising may be inserted or appended.

"**Premises**" means the transit and paratransit buses and any buildings owned by the City;

"**Sales**" for the purpose of calculating any licence fee payment to the City means all billings made to advertisers for sales of advertisement space in and on Fleet and Shelters, including the imputed value of advertising done between companies operating at non-arm's length, less:

- (a) Federal and/or Provincial sales taxes;
- (b) commissions paid to advertising agencies and representative firms operating at arm's length from the Licensee;
- (c) prompt payment discounts offered to clients, not exceeding two per cent;
- (d) other standard advertising industry discounts for volume advertising or longer terms;
- (e) bad debts being accounts billed by the Licensee and 90 days or more in arrears,

provided that any subsequent collection is credited to the City and included in a subsequent payment;

- (f) the sale of advertising for the Licensee and other affiliated businesses, which may include total vinyl wrap buses; and
- (g) any civic advertising provided pursuant to this Agreement.

“**Shelter**” means the Transit shelters listed in Appendix “A”

“**Tail Space**” means the space on the exterior rear of the bus, with the exception of paratransit buses, on which advertising may be inserted or appended.

“**Year**” means April 1 of any year of the term of the Agreement to the last day of March in the following calendar year.

Term

- 2. The term of this Agreement will be for five (5) years beginning April 1, 2018 and ending March 31, 2023.

City's Covenants

- 3. (1) The City grants to the Licensee the exclusive right to sell advertising on the Shelters listed in Appendix A, and in and on the Fleet following the specifications set out in this Agreement, and in Appendix “B” and in accordance with the guidelines of the City of Regina Advertising Policy attached as Appendix “C”.

(2) The exclusive right in Subsection (1) does not include the distribution of anything in or on the Fleet and Shelters, any Shelters not listed in Schedule A, the route name display, and does not include any naming rights or sponsorship of any routes or transit services.
- 4. The City shall provide the Licensee with the buses for placement of advertising based on availability. Buses will not be available for placement of advertising on weekdays between the hours of 6 a.m. to 10 a.m. and 2 p.m. to 6 p.m. Access to some buses will need to be booked 48 hours in advance.
- 5. Notwithstanding Sections 3 and 4, the City reserves the right to vinyl wrap and utilize buses for total vinyl wrap civic promotions, and to obtain sponsors for such promotions, including radio, television and print media sponsors (“media markets”). If the City does undertake such a promotion, the City shall allow the Licensee first option to participate as the sole media sponsor in any media market in which the Licensee actively participates. If the Licensee declines the option in relation to any or all media markets, the City may utilize any other media sponsor it chooses in the remaining media market(s), in its sole discretion. In the event the City opts to vinyl wrap and utilize buses for total vinyl wrap civic promotions, the City shall be responsible for all costs associated with vinyl wrapping such buses, and

then returning each bus to its original paint scheme. The City shall not be liable to the Licensee for any advertising fees for the use of such buses.

6. The City shall provide locked storage space for the Licensee's Fleet advertising cards at its Transit Garage facility, and shall allow the Licensee, its servants and agents, access to the Transit Garage for purposes of placing and changing advertising cards upon or in Fleet at the garage. The City shall not be liable for any loss of or damage to cards stored in the locked storage space. Such access will require prior approval from the Director of Transit.

Consideration and Remittance

7. In consideration of the terms and conditions granted herein, the Licensee agrees to pay to the City of Regina the greater of:

- (a) the sum of \$780,000 per Year plus GST (the "Annual Minimum Amount"); or
- (b) 50 per cent of gross revenues per year less the guaranteed minimum paid each Year.

8. In addition to the consideration set out in Section 7, the Licensee will provide the City with the following, should the City decide to exercise its option to pursue the following benefits:

- (a) \$75, 000 each year of the contract to be used on available Pattison Outdoor media space in Regina. This space includes Transit shelter advertising space, and 10' X 20' horizontal posters (billboards); and

- (b) The addition of 25 SuperShelters over the life of the agreement. These shelters would be procured, installed with power at no cost to the City. The estimated value of these shelters is \$600,000. These shelters would have to be approved by the City of Regina prior to installation.

9. The fees due pursuant to Section 7 of this Agreement shall be paid to the City in the form of equal monthly payments by the 10th day of each and every month during the term of the Contract, and any additional revenue to be calculated based on a percentage of sales calculation, shall be calculated annually by the Licensee and submitted to the City by May 31 in each year of the term.

The City and the Licensee may agree on any other remittance process.

10. The size of Fleet available to the Licensee for the purposes of this Agreement at execution of the Agreement shall be at least 121 conventional transit buses and 33 paratransit buses. If the City, for any reason, opts to permanently decrease the size of its Fleet so as to bring the number of buses available to the Licensee below the total of 121 regular and 33 paratransit buses (total 154 buses), the Annual Minimum Amount (AMA) to be paid by the Licensee shall be adjusted proportionately to reflect the proportionate decrease in fleet size below 137.

Example: If fleet size is reduced to 100, the AMA to be paid by the Licensee would be adjusted as follows:

$$\text{Revised AMA} = \frac{\text{AMA} \times 100}{137}$$

11. All remittances shall be made to:

City of Regina
Finance Department
5th Floor, City Hall
Box 1790, 2476 Victoria Ave.
Regina, SK S4P 3C8

12. Amounts not paid when due will be subject to a late payment charge of 1.5 per cent per month (18 per cent per annum).

Performance Security

13. The Licensee shall provide the City with a bond (no interest shall be payable on such deposits) (the "Performance Security"), in the amount of \$50,000, to be held in trust by the City in accordance with this Agreement for the term of the Agreement or until the Agreement is terminated.
14. The Performance Security shall:
- (a) be in a form and content approved by the City and be issued by a financial institution legally capable of such issuance in the Province of Saskatchewan;
 - (b) be irrevocable by the issuer for the term of this Agreement, or such shorter term as determined by the City;
 - (c) contain an unconditional promise to pay the stated amount or portion thereof at the demand of the City; and
 - (d) provide for payment, upon demand, at a Regina branch of the issuer.
15. If the Licensee fails to comply with any of the terms of the Agreement, the City may realize on the Performance Security to compensate for any revenues owing to the City from the Licensee pursuant to the Agreement, and for any expenses the City incurs as a result of the Licensee's failure to comply.
16. If this Agreement continues in force subsequent to any claim against the Performance Security, the Performance Security shall be supplemented or replaced by the Licensee, such that the amount required pursuant to this Agreement remains in place to secure continued performance of work and observance of terms hereunder by the Licensee and the requirements stated above with respect to the form and content of the Performance Security

shall apply to any supplementary or replacement Performance Security.

17. Upon termination of the Agreement, once the City has recovered any revenues or expenses pursuant to this section, the City shall return the remainder of the Performance Security to the Licensee.

Additional Covenants of the Licensee

18. The Licensee shall provide at its own cost and expense, all management and labour to install the advertising panels and to carry out their duties pursuant to this Agreement, with all employees being hired by the Licensee and in no way being construed to be employees of the City of Regina.
19. The Licensee shall be solely responsible for the business and all obligations during the term and any extensions thereto, and the City has no responsibilities regarding the ongoing operations of the business or business affairs to the Licensee or to any other person.
20. If advertising does not comply with the City's advertising policy (Appendix "C"), the advertising shall be removed by the Licensee at the expense of the Licensee. The Licensee shall have the right to place other advertising in its place, subject to the restrictions contained in Appendix "B".
21. The Licensee shall conform to any environmental policies or recycling programs adopted by the Federal or Provincial governments or City Council prior to or during the term of the Agreement. The City will not reimburse the Licensee for any costs associated with conforming to any such policies or programs. The City, in its best effort, agrees to advise the Licensee of any such proposed policies or programs prior to their consideration by City Council.
22. The Licensee shall comply with all applicable Federal and Provincial statutes, regulations, codes and rules and with all applicable bylaws and resolutions as amended from time to time.
23. The Licensee agrees to pay all taxes and licenses lawfully imposed in respect of the business operation.
24. The Licensee acknowledges that security measures at the City of Regina's facilities may be subject to change during the course of the agreement. The Licensee agrees to abide with security measures imposed by the City at its facilities, and to ensure any sub-contractors are made aware of this provision and agree to abide by the same.
25. The Licensee shall comply and ensure compliance by all contractors, agents or employees with all related Occupational Health and Safety regulations, while on City of Regina property, including but not limited to, the wearing of steel-toed shoes.
26. The Licensee shall comply with The Workers' Compensation Act, 1979 of Saskatchewan,

and shall provide to the City, upon request, a copy of a certificate from the Workers' Compensation Board showing that the Licensee is registered and is in good standing with the Board.

Insurance and Indemnification

27. The Licensee shall indemnify and save harmless the City from all claims, demands, suits, actions, and causes of action of every kind that may be brought or made against the City, its servants or agents, by reason of loss, damage or injury sustained by any person by reason of or arising out of the presence of any advertisement installed or erected under this Agreement, or otherwise arising out of this Agreement.
28. The Licensee shall indemnify and save harmless the City from all costs, damages or expense of any kind which the City may be put to by reason of any action or proceeding or steps of any kind taken by any person, other than by the City, to have any or all advertising installed under this Agreement declared a nuisance, or removed, or otherwise dealt with, provided that the City provides immediate disclosure and notice to the Licensee of any complaints made or proceedings commenced by any party.
29. The Licensee shall provide:
 - (a) Comprehensive General Liability Insurance in the amount of \$2,000,000.00, per occurrence. This insurance must include premises and operations liability, completed operations liability and advertising liability, non-owned automobile liability, and must include the City as an additional named insured;
 - (b) Automobile liability insurance in the amount of \$1,000,000.00 per occurrence;
 - (b) a certificate of insurance as proof of the insurance in subsections (a) and (b), in a form acceptable to the City's Risk Manager which certificate shall be:
 - (i) signed by the insurer; and
 - (ii) provided to the City prior to entering into the Agreement.
30. The Licensee shall maintain the required insurance for the duration of the Agreement.

Termination

31. The City may, without prejudice to any other right or remedy it may have, immediately terminate this Agreement by written notice to the Licensee if the Licensee:
 - (a) becomes bankrupt or insolvent or is so adjudged;
 - (b) makes a general assignment for the benefit of creditors;
 - (c) has its goods and chattels liable to seizure by any secured party or lienholder;
 - (d) has its goods made subject to a valid writ;

- (e) becomes the subject of any Act respecting liquidation or winding-up; or
 - (f) breaches the Agreement and the breach is not remedied within 30 calendar days from a notice of the default being given to the Licensee by the City.
 - (d) notwithstanding Clause (d), the Licensee commits and, after written notice to remedy, repeats any breach whatever of the Agreement.
32. The Agreement may be terminated without cause by the City by providing 90 days written notice to the Licensee.
33. Upon termination, the Licensee covenants to perform the following obligations which shall survive the termination of this Agreement:
- (i) immediately and fully pay to the City all payments due or to become due under this Agreement;
 - (ii) remove all advertising from Fleet and Shelters and return all Fleet and Shelters to their original paint scheme in accordance with Appendix "B"; and
 - (iii) repair, at its own expense, any damage to the Fleet or Shelters caused by the removal.
34. If the City terminates the Agreement pursuant to Section 33:
- (a) the Licensee shall remove all advertising from the buses at the City's cost and the City shall be responsible for returning all vinyl wrapped buses to their original paint scheme in accordance with Appendix "B", at the City's cost; and
 - (b) the City shall refund, without interest, the Annual Minimum Amount (AMA) paid in advance by the Licensee for the portion of the contract term that is remaining.
35. At the expiry of the term of this Agreement or if the Agreement is terminated pursuant to Section 33, the Licensee shall remove all advertising from the Fleet and Shelters at the Licensee's cost and shall be responsible for returning all vinyl wrapped buses to their original paint scheme in accordance with Appendix "A", at the Licensee's cost and repair any damage caused by the removal of the advertising.

Notices

36. Any notice or demand required or permitted to be given to either party hereto pursuant to this Agreement, shall be in writing and may be delivered to the party in person (or to its authorised agent), or by sending it by prepaid registered mail, addressed:

In the case of the City, to:

Director of Transit
City of Regina
P.O. Box 1790
Regina, Saskatchewan S4P 3C8

And in the case of the Licensee, to:

Pattison Outdoor Advertising
10707 - 178 Street
Edmonton, Alberta T5S 1J6

or to such alternate address in Saskatchewan as either party may by notice from time to time advise, and if mailed as aforesaid, shall be deemed to be given on the third business day after the date of such mailing. Any such notice, demand, request or consent is conclusively deemed to have been given or made on the day upon which such notice, demand, request or consent is delivered, or, if mailed, then 72 hours following the date of mailing, as the case may be, and any time period referred to therein, commences to run from the time of delivery or 72 hours following the date of mailing, as the case may be.

Dispute Resolution

37. (1) If the City and the Licensee disagree about any of the covenants, the operation or the interpretation of this Agreement, then either party may submit the disagreement to a single arbitrator jointly appointed by the parties.
- (2) The arbitration will be governed by *The Arbitration Act, 1992* of Saskatchewan, except that the parties will share equally in the total fees and disbursements of the arbitrator in any event of the cause.
- (3) If the parties cannot agree to the joint appointment of an arbitrator, the arbitrator will be appointed by reference to a judge of the Queen's Bench Court of Saskatchewan on the application of either party.
- (4) The award of the arbitrator will be final and binding upon the parties.

Force Majeure and Service Interruption

38. (1) Neither party shall be liable for any loss due to their being delayed in the performance of anything required to be done pursuant to this Agreement by reason of labour dispute, strike, lockout, unavailability of materials, fire or other casualty, act of God, or any other cause beyond the reasonable control of such party excepting financial inability.
- (2) Notwithstanding Subsection (1), the City shall not be liable to the Licensee for payment of damages, loss of profits, business interruption, or any like damages or

expenses caused by any Shelter being destroyed, damaged, or temporary moved or removed due to construction.

- (3) Notwithstanding Subsection (1), the City shall not be liable to the Licensee for payment of damages, loss of profits, business interruption or any like damages or expenses if the City fails to operate its transit system without interruption during the term of this Agreement; provided however, that in the event that normal transit service is suspended or substantially reduced for a continuous period of five (5) days or more, the Annual Minimum Amount (AMA) shall be reduced in accordance with the following formula for each day in excess of five (5) days the service is interrupted and any loss is demonstrated by the Licensee:

Reduction in AMA Per Day =

$$\frac{(A - B) \times \text{AMA}}{A \times 365}$$

A = # of Buses in Fleet

B = # of Buses operating that day

Assignment

39. (1) The Licensee may not assign this Agreement for any reason without the City's prior written consent.
- (2) Should the Licensee receive the City's permission to sub-license any part of this Agreement, the contract between the Licensee and the sub-licensee must require the sub-licensee to agree to conform to the specifications set out in Appendix "B" and to the City's Advertising Policy attached as Appendix "C".
- (3) In the event of a sublicense of all or any portion of this Agreement, the Licensee will remain responsible for ensuring that all terms and conditions of this Agreement are met during the term of any sub-license.

General

40. This Agreement shall be governed by and construed in accordance with the laws of the Province of Saskatchewan and the parties agree to attorn to the jurisdiction of Regina, Saskatchewan.
41. This Agreement and its schedules constitutes the entire and exclusive agreement between the parties and supersedes all prior agreements, undertakings, representations and understandings, whether written or oral, between the parties or their representatives.
42. This Agreement may not be modified or amended except by an instrument in writing signed by the parties hereto, or by their successors or assigns.
43. No waiver shall be inferred or implied by any forbearance by a party hereto, or anything

done or omitted to be done by a party with respect to a default, breach or non-observance save only an express waiver in writing and then only to the extent expressly stipulated and necessary to give effect to such express waiver.

- 44. This agreement will enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.
- 45. Time is of the essence of this Agreement and of every part thereof.

IN WITNESS WHEREOF, each Party has executed this Agreement on the date indicated below:

The City of Regina on March 8, 2018
Per [Signature]
: The City Clerk
:
_____ on _____, 2018



Per _____
: [Signature]
_____ **Barry Wilde**
Print Name of Signing Authority
CFO
_____ **CFO**
Print Title of Signing Authority

<affix corporate seal> If the corporate seal is not affixed, then the Signing Authority must complete an Affidavit of Corporate Signing Authority.

* If the Authorized Signing Officer does not affix the corporate seal of the Licensee, the Authorized Signing Officer must complete the Affidavit of Corporate Signing Authority, attached.

AFFIDAVIT OF CORPORATE SIGNING AUTHORITY

I, _____ of _____, _____
Print Full Name of Signing Authority City Province

MAKE OATH/AFFIRM AS FOLLOWS:

1. I am a Director or Officer of Pattison Outdoor Advertising LP, By its general partner, Pattison Outdoor Advertising Ltd. Ltd. named in the Agreement to which this Affidavit is attached.
2. I am authorised by Pattison Outdoor Advertising LP, By its general partner, Pattison Outdoor Advertising Ltd to execute the Agreement without affixing the Corporate Seal of Pattison Outdoor Advertising LP, By its general partner, Pattison Outdoor Advertising Ltd

Sworn/Affirmed before me at _____,
City

Province

on _____, 2018
Month Date

Signature of Signing Authority

A Commissioner of Oaths for Saskatchewan. My
commission expires _____; or a
solicitor.

APPENDIX "A"

SHELTER INVENTORY

Shelters with an Ad Can

Stop ID	Location On	Location At	Shelter Direction
20	DEWDNEY AVENUE	HORACE STREET	EB
46	BROAD STREET	5TH AVENUE	NB
119	DEWDNEY AVENUE	ANGUS STREET	WB
167	ALBERT STREET	6TH AVENUE NORTH	SB
203	ROCHDALE BLVD	RIFFEL HIGH	EB
269	KRAMER BLVD	CENTENNIAL STREET	EB
355	5TH AVENUE	ELPHINSTONE ST	EB
364	ALBERT STREET	15TH AVENUE	SB
384	SIAST CAMPUS ROAD	SIAST MAIN CAMPUS	NB
400	ALBERT STREET	COLLEGE AVENUE	NB
404	ALBERT STREET	VICTORIA AVENUE	NB
475	AVONHURST DRIVE	RETALLACK STREET	EB
532	QUANCE STREET	WESTFAIR ROAD	WB
743	UNIVERSITY PARK DRIVE	VICTORIA SQUARE MALL	NB
771	GORDON ROAD	MONTAGUE STREET	EB
772	GORDON ROAD	LOCKWOOD ROAD	EB
910	REGINA AVENUE	QUEEN STREET	EB
932	ALBERT STREET	GORDON ROAD	NB
936	ALBERT STREET	28TH AVENUE	NB
947	MONTAGUE STREET	REGINA AVENUE	NB
990	BROADWAY AVENUE	BROAD STREET	EB

Shelters without an Ad Can

Stop ID	Location On	Location At	Shelter Direction
2	COURTNEY STREET	DEWDNEY AVENUE	NB
19	DEWDNEY AVENUE	BONNER STREET	EB
21	DEWDNEY AVENUE	MINTO STREET	EB
22	DEWDNEY AVENUE	EMPRESS STREET	EB
23	DEWDNEY AVENUE	ROYAL STREET	EB
24	DEWDNEY AVENUE	ARTHUR STREET	EB
25	DEWDNEY AVENUE	YORK STREET	EB
27	DEWDNEY AVENUE	WASCANA STREET	EB

28	DEWDNEY AVENUE	PRINCESS STREET	EB
30	DEWDNEY AVENUE	ELPHINSTONE STREET	EB
31	DEWDNEY AVENUE	MONTAGUE STREET	EB
35	ALBERT STREET	DEWDNEY AVENUE	SB
37	ALBERT STREET	11TH AVENUE	SB
38	12 TH AVENUE	SMITH ST	EB
47	BROAD STREET	4TH AVENUE	NB
55	HAMILTON STREET	5TH AVENUE NORTH	NB
60	7TH AVENUE NORTH	SMITH STREET	EB
69	STURDY STREET	12TH AVENUE NORTH	NB
77	RODENBUSH DRIVE	12TH AVENUE NORTH	SB
83	ELMVIEW ROAD	BROAD STREET NORTH	EB
84	9TH AVENUE NORTH	BROAD STREET	WB
85	9TH AVENUE NORTH	KLEISINGER CRESCENT	WB
86	LORNE STREET	9TH AVENUE NORTH	SB
87	LORNE STREET	8TH AVENUE NORTH	SB
88	7TH AVENUE NORTH	SMITH STREET	WB
91	7TH AVENUE NORTH	BROAD STREET	EB
102	2ND AVENUE NORTH	ST. JOHN STREET	WB
104	BROAD STREET	2ND AVENUE NORTH	SB
110	BROAD STREET	6TH AVENUE	SB
111	BROAD STREET	8TH AVENUE	SB
114	11TH AVENUE	HAMILTON STREET	WB
118	ALBERT STREET	9TH AVENUE	NB
124	DEWDNEY AVENUE	ELPHINSTONE STREET	WB
146	SANGSTER BLVD	VERNON CRESCENT	NB
158	ARGYLE STREET NORTH	SANGSTER BLVD	SB
160	MCMURCHY AVENUE	ARGYLE STREET N	EB
163	MCMURCHY AVENUE	SHEPPARD STREET	EB
164	ANGUS ROAD	MCMURCHY AVENUE	SB
165	ANGUS ROAD	REILLY AVENUE	SB
166	SMITH STREET	7TH AVENUE NORTH	SB
168	ALBERT STREET	5TH AVENUE NORTH	SB
170	ALBERT STREET	3RD AVENUE NORTH	SB
172	ALBERT STREET	AVONHURST DRIVE	SB
175	ALBERT STREET	4TH AVENUE	SB
178	ALBERT STREET	7TH AVENUE	SB
180	11TH AVENUE	CORNWALL STREET	WB
181	ALBERT STREET	DEWDNEY AVENUE	NB
185	ALBERT STREET	5TH AVENUE	NB
186	ALBERT STREET	4TH AVENUE	NB
195	MCMURCHY AVENUE	ANGUS ROAD	WB
200	ARGYLE STREET	MCMURCHY AVENUE	NB

	NORTH		
202	ROCHDALE BLVD	SHERWOOD VILLAGE MALL	EB
204	ROCHDALE BLVD	LAKERIDGE ROAD	EB
205	MCINTOSH STREET	ROCHDALE BLVD	SB
207	MCINTOSH STREET	TREMAINE AVENUE	SB
209	DALGLIESH DRIVE	PASQUA GATE	SB
213	MCINTOSH STREET	DALGLIESH DRIVE	SB
216	SHERWOOD DRIVE	MCINTOSH STREET	EB
219	SHERWOOD DRIVE	QUEEN STREET	EB
220	ARGYLE STREET	SHERWOOD AVENUE	SB
236	BROAD STREET	VICTORIA AVENUE	SB
237	BROAD STREET	13TH AVENUE	SB
238	BROAD STREET	14TH AVENUE	SB
245	23RD AVENUE	HILLSDALE STREET	EB
248	U of R Classroom Building		SB
249	UNIVERSITY DRIVE W	RIDDELL CENTRE	SB
251	KRAMER BLVD	DARKE STREET	WB
260	PARLIAMENT AVENUE	RAE STREET	WB
261	RAE STREET	GOLDEN MILE	NB
263	PARLIAMENT AVENUE	ALBERT STREET	EB
268	KRAMER BLVD	HILLSDALE STREET	EB
270	UNIVERSITY DRIVE W	RIDDELL CENTRE	NB
271	UNIVERSITY DRIVE W	CLASSROOM BLDG	NB
273	23RD AVENUE	HILLSDALE STREET	WB
280	BROAD STREET	BROADWAY AVENUE	NB
283	BROAD STREET	14TH AVENUE	NB
284	BROAD STREET	13TH AVENUE	NB
296	4TH AVENUE	PASQUA STREET	WB
310	RINK AVENUE	BURGESS STREET	WB
315	RINK AVENUE	COURTNEY STREET	WB
316	DALGLIESH DRIVE	COURTNEY STREET	EB
321	ROCHDALE BLVD	DEVONSHIRE DRIVE	EB
323	ROCHDALE BLVD	LAKEWOOD COURT	WB
326	DEVONSHIRE DRIVE	ROCHDALE BLVD	SB
330	DALGLIESH DRIVE	COURTNEY STREET	WB
336	MCCARTHY BLVD	RINK AVENUE	SB
337	MCCARTHY BLVD	7TH AVENUE NORTH	SB
340	SHERWOOD DRIVE	HANBIDGE CRESCENT	EB
341	SHERWOOD DRIVE	MILNE STREET	EB
342	MCINTOSH STREET	SHERWOOD DRIVE	SB
345	1ST AVENUE NORTH	MCINTOSH STREET	EB
346	1ST AVENUE NORTH	FORGET STREET	EB
347	1ST AVENUE NORTH	CONNAUGHT STREET	EB

348	1ST AVENUE NORTH	ALEXANDRA STREET	EB
351	5TH AVENUE	PASQUA STREET	EB
353	5TH AVENUE	PRINCESS STREET	EB
360	ALBERT STREET	12TH AVENUE	SB
362	ALBERT STREET	13TH AVENUE	SB
365	ALBERT STREET	COLLEGE AVENUE	SB
382	UNIVERSITY DRIVE EAST	LUTHER COLLEGE	SB
402	ALBERT STREET	14TH AVENUE	NB
403	ALBERT STREET	13TH AVENUE	NB
419	SHERWOOD DRIVE	ARGYLE STREET	WB
450	DOROTHY STREET	SHERWOOD DRIVE	SB
497	7TH AVENUE NORTH	MCCARTHY BLVD	WB
513	DEWDNEY AVENUE	CAVENDISH STREET	EB
515	OXFORD STREET	10TH AVENUE	SB
520	UNIVERSITY PARK DRIVE	VICTORIA SQUARE MALL	SB
521	QUANCE STREET	UNIVERSITY PARK DRIVE	EB
528	WESTFAIR ROAD	SUPERSTORE	WB
530	PRINCE OF WALES DRIVE	WESTFAIR ROAD	SB
558	DEWDNEY AVENUE	CAVENDISH STREET	WB
565	PARK STREET	11TH AVENUE	SB
566	VICTORIA AVENUE	PARK STREET	WB
571	VICTORIA AVENUE	LINDSAY STREET	WB
572	VICTORIA AVENUE	EDGAR STREET	WB
574	VICTORIA AVENUE	ATKINSON STREET	WB
575	VICTORIA AVENUE	WINNIPEG STREET	WB
576	VICTORIA AVENUE	MONTREAL STREET	WB
583	25TH AVENUE	ALBERT STREET	WB
584	RAE STREET	GOLDEN MILE	SB
603	LOCKWOOD ROAD	LINCOLN DRIVE	NB
614	PARLIAMENT AVENUE	ROBINSON STREET	EB
615	ALBERT STREET	25TH AVENUE	NB
618	VICTORIA AVENUE	BROAD STREET	EB
622	VICTORIA AVENUE	WINNIPEG STREET	EB
646	13TH AVENUE	PASQUA STREET	EB
649	13TH AVENUE	ARGYLE STREET	EB
650	13TH AVENUE	MONTAGUE STREET	EB
651	13TH AVENUE	GARNET STREET	EB
652	13TH AVENUE	ROBINSON STREET	EB
668	6TH AVENUE	EDGAR STREET	EB
676	4TH AVENUE	LINDSAY STREET	WB
677	4TH AVENUE	EDGAR STREET	WB

679	4TH AVENUE	WINNIPEG STREET	WB
680	WINNIPEG STREET	5TH AVENUE	SB
689	11TH AVENUE	HALIFAX STREET	WB
691	13TH AVENUE	ALBERT STREET	WB
693	13TH AVENUE	ROBINSON STREET	WB
704	10TH AVENUE	CONNAUGHT STREET	WB
705	10TH AVENUE	ARTHUR STREET	WB
728	WADEY DRIVE	7TH AVENUE EAST	SB
741	QUANCE STREET	STARLITE STREET	WB
742	UNIVERSITY PARK DRIVE	QUANCE STREET	NB
744	FLEET STREET	NORTH SERVICE ROAD	NB
748	CAMBRIDGE AVENUE	CAVENDISH STREET	WB
749	OXFORD STREET	CAMBRIDGE AVENUE	NB
762	SUNSET DRIVE	QUEEN STREET	WB
766	PASQUA STREET	LINCOLN DRIVE	SB
773	GORDON ROAD	RAE STREET	EB
776	GRANT ROAD	MARSH CRESCENT	SB
777	GRANT ROAD	SHANNON ROAD	EB
784	GRANT DRIVE	GRANT ROAD	WB
792	HALIFAX STREET	14TH AVENUE	SB
796	COLLEGE AVENUE	OTTAWA STREET	EB
804	COLLEGE AVENUE	ABBOTT STREET	EB
819	QUANCE STREET	VICTORIA SQUARE MALL	EB
830	WOODHAMS ROAD	SS LEISURE CENTRE	EB
832	ASSINIBOINE AVE	PHILIP ROAD	WB
837	PARK STREET	ASSINIBOINE AVENUE	NB
858	BROADWAY AVENUE	WINNIPEG STREET	WB
859	BROADWAY AVENUE	MONTREAL CRESCENT	WB
861	BROADWAY AVENUE	ST. CHADS CRESCENT	WB
868	MIKKELSON DRIVE	DOROTHY STREET	EB
871	MCCARTHY BLVD	MIKKELSON DRIVE	SB
876	HORACE STREET	4TH AVENUE	SB
877	NORTH WEST BLVD	HORACE STREET	EB
879	NORTH WEST BLVD	MCINTOSH STREET	EB
882	ELPHINSTONE STREET	10TH AVENUE	SB
886	HAMILTON STREET	VICTORIA AVENUE	SB
887	HAMILTON STREET	13TH AVENUE	SB
888	HAMILTON STREET	14TH AVENUE	SB
904	QU'APPELLE DRIVE	MCTAVISH STREET	WB
908	REGINA AVENUE	PASQUA STREET	EB
917	HILL AVENUE	PASQUA STREET	WB
933	ALBERT STREET	ALBERT STREET SERVICE ROAD	NB

941	ARGYLE ROAD @	WESTGATE AVENUE	NB
953	COLLEGE AVENUE	RESTALLACK STREET	EB
958	LORNE STREET	14TH AVENUE	NB
976	MCINTOSH STREET	4TH AVENUE	NB
993	BROADWAY AVENUE	MONTREAL CRESCENT	EB
994	BROADWAY AVENUE	WINNIPEG STREET	EB
1004	DOUGLAS AVENUE	HARVEY STREET	EB
1038	QUANCE STREET	VIC SQUARE MALL	WB
1046	FROOM CRESCENT	14TH AVENUE	NB
1047	14TH AVENUE	VAUGHN STREET	WB
1048	14TH AVENUE	ROTHWELL STREET	WB
1049	PARK STREET	14TH AVENUE	SB
1050	COLLEGE AVENUE	ABBOTT STREET	WB
1051	COLLEGE AVENUE	HARVEY STREET	WB
1052	COLLEGE AVENUE	MACKAY STREET	WB
1054	COLLEGE AVENUE	ELLIOTT STREET	WB
1055	COLLEGE AVENUE	REYNOLDS STREET	WB
1056	COLLEGE AVENUE	WALLACE STREET	WB
1059	COLLEGE AVENUE	TORONTO STREET	WB
1060	COLLEGE AVENUE	ST. JOHN STREET	WB
1062	HALIFAX STREET	15TH AVENUE	NB
1063	14TH AVENUE	HALIFAX STREET	WB
1066	MCCARTHY BLVD	1ST AVENUE NORTH	SB
1069	MIKKELSON DRIVE	LYONS STREET	EB
1072	2ND AVENUE	GREY STREET	EB
1074	MCINTOSH STREET	4TH AVENUE	SB
1075	4TH AVENUE	MCINTOSH STREET	EB
1082	3RD AVENUE	PRINCESS STREET	EB
1086	3RD AVENUE @	GARNET STREET	EB
1099	MONTAGUE STREET	HILL AVENUE	SB
1112	RAE STREET	SUNSET DRIVE	NB
1114	RAE STREET	29TH AVENUE	NB
1122	PASQUA STREET	MCPHAIL AVENUE	NB
1132	PASQUA STREET	REGINA AVENUE	NB
1135	QU'APPELLE DRIVE	CORONATION STREET	EB
1145	NORTH WEST BLVD	MCINTOSH STREET	WB
1166	LEONARD STREET	HENDERSON DRIVE	NB
1182	WINNIPEG STREET	13TH AVENUE	SB
1189	ROSE STREET	13TH AVENUE	NB
1196	MCINTYRE STREET	15TH AVENUE	NB
1197	MCINTYRE STREET	13TH AVENUE	NB
1223	ROCHDALE BLVD	BLACKWOOD STREET	EB
1232	2ND AVENUE NORTH	QUEBEC STREET	WB

1264	GORDON ROAD	RAE STREET	EB
1271	BROAD STREET	SASKATCHEWAN DRIVE	NB
1272	2ND AVENUE NORTH	WINNIPEG STREET	WB
1273	ALBERT STREET	9TH AVENUE	SB
1355	11TH AVENUE	HAMILTON STREET	EB
1356	12TH AVENUE	MCINTYRE STREET	WB
1362	BROAD STREET	12TH AVENUE	SB
1371	GORDON ROAD	PASQUA STREET	EB
1388	GORDON ROAD	LEWVAN DRIVE	EB
1423	STOCKTON STREET	CHILD AVENUE	NB
1429	DIEFENBAKER DRIVE	BLAKE CRESCENT	EB
1430	DIEFENBAKER DRIVE	SIMES BLVD	EB
1432	STOCKTON SREET	CHILD AVENUE	SB
1475	EASTGATE DRIVE	NEVILLE DRIVE	EB
1537	11TH AVENUE	SCARTH STREET	EB
1544	11TH AVENUE	CORNWALL STREET	EB
1545	11th AVENUE	LORNE STREET	WB
1567	GORDON ROAD	HARBOUR LANDING DR	EB
1569	ROCHDALE BLVD	MARK'S WORK WAREHOUSE	EB
1574	MCEACHERN DRIVE	MAZURAK CRESCENT	SB
1575	ROCHDALE BLVD	MCEACHERN DRIVE	WB
1578	ROCHDALE BLVD	CAPITAL GMC	WB
1586	UNIVERSITY DRIVE NORTH	ADHUM BUILDING	EB
1597	CHUKA BLVD	GREEN FALL DRIVE	SB

APPENDIX "B"

FLEET SPECIFICATIONS

A Advertising

1. The Licensee shall sell advertising spaces located within and on transit and paratransit buses owned or operated by the City. The advertising may be in the form of interior cards, tail and king boards, or vinyl wrap applications at these locations, or total vinyl.
2. If exterior frames to hold the advertising copy are required in the future, they shall be purchased by the Licensee. Once affixed to bus exteriors, all frames shall become the sole and absolute property of the City. It is understood and agreed that the City shall not be obliged to permit the installation of frames on any bus which, in the City's sole opinion, is not suitable for any such installation. The City will not unreasonably withhold its permission to install any frame. Staff from the Transit Department will install the frames.
3. If the installation of the advertising requires the removal of frames, the removal storage and re-installation of the frames will be done by Transit Department personnel. The Licensee must provide the City with two (2) working days notice for frame removal and must advise the City when the frames need to be re-installed.
4. The City's obligations and liabilities in the event of accident, mishap, or mechanical breakdown, shall be limited to the prompt repair of the bus as best it is able, at no cost to the Licensee, and shall not include the payment of any damages of any nature whatsoever to the Licensee or any party claiming through the Licensee. Notwithstanding the foregoing, if the damages are a result of an accident in which the City or its Operator is found to be at fault, the City shall be responsible for the cost of repairs of the advertising. In the event the damage is a result of an accident where a third party is found to be at fault, the City shall give notice to the Licensee as to the particulars of the accident, so that the Licensee may pursue the third party for the damages.
5. The City shall, at its sole expense, maintain the visual display on a bus to a clean and attractive standard, normal wear and tear excepted.
6. Any disposal of advertising boards is the sole responsibility of the Licensee. Advertising that needs to be disposed of will not be disposed in garbage bins located on Transit property.

B Vinyl Wrap Advertising

1. "Vinyl Wrap Advertising" shall consist of covering with vinyl any portion of the exterior of a transit or paratransit bus in a unified advertising theme.
2. The City shall, from time to time, make available to the Licensee, transit and

paratransit buses for vinyl wrap advertising.

3. Vinyl wraps are permitted subject to the following:
 - (a) The advertisement shall be designed so that the lightest colours are used in the areas covering windows.
 - (b) Design shall avoid use of vinyl on the front window, driver's side window, front entrance doors, the first window beside the front entrance door, and the first window next to the driver's side window.
 - (c) When possible, the design should leave part of the rear exit door free of vinyl.
 - (d) The vinyl wrap cannot cover any transit related signage, bus number, destination sign, lights, licence plate, or block the view of any security camera.
 - (e) The Director of Transit must approve the design of a total vinyl wrapped bus.
 - (f) Buses with total vinyl wraps will not be assigned to a specific route(s) but will be used in the same manner as all of the other buses in the fleet (ie. Rotated through all of the routes).
 - (g) Vinyl on paratransit buses will only be allowed on the side of the buses and not covering any windows.
 - (h) The Operator must consult with the Manager of Transit Fleet Maintenance when selecting a bus for vinyl wrap. The selection and scheduling of a bus for wrapping is the decision of the Manager and is final. Repairs to advertising panels or the vinyl must occur between 10 a.m. and 2 p.m. only.
4. The License shall, when it has secured a prospective client for vinyl wrap advertising, advise the City of a proposed commencement date, and a proposed advertising period. The Licensee shall be responsible for all production, visual design and specifications, which all shall be subject to the prior approval of the City's Director of Transit or his/her designate. The Director of Transit shall review the proposal and either approve or disapprove same as to appearance and content of the visual displays. Approval of the proposal shall not be unreasonably withheld, and any refusal shall be accompanied by specific written reasons.
5. Upon approval of a vinyl wrap advertising proposal, the Director of Transit or his/her designate shall within a reasonable time, make a bus available for exterior production work. The Director shall, in his absolute discretion, determine which bus in the City's transit system shall be used.
6. The Licensee shall, at its sole cost and expense, perform or cause to be performed, the production work on each bus, including all preparatory work required for the bus exterior prior to wrapping. Preparatory work may include sanding and priming, if required, but shall not include repair of damaged areas such as dents or badly corroded panels. The Licensee acknowledges and agrees that they are liable for any loss or damage to the bus while it is in their possession or in the possession of a contractor for the purposes of carrying out the work required under this section.
7. The Licensee shall, forthwith upon the expiration of the term, repaint or cause the

repainting of the bus in accordance with the City's colour schemes, standards and specifications for transit buses in force at the time of execution of this Agreement, or to such other colours, standards and specifications as may be hereafter adopted by the City provided that the City shall be responsible for any increases in cost of repainting attributable to colours, standards and specifications.

8. The City shall utilise vinyl wrapped buses in its usual operations. Routes assigned to the bus shall regularly, though not exclusively, expose the exterior visual display of the bus at the commercial core of the City.
9. If the City is unable, as determined in its absolute discretion, to operate any total vinyl wrapped bus for any one week during the term, by reason of accident, mishap or mechanical breakdown howsoever caused (save and except for the wilful act of the City or its servants), the total vinyl wrap term may at the option of the Licensee and by written notice to the City:
 - (a) be extended for a commensurate period of time following repair of the bus, in which event the provisions of this Agreement shall continue to apply, mutatis mutandis; or
 - (b) be terminated by the Licensee subject only to the Licensee's obligation to repaint or cause repainting of the bus in accordance with Subsection B 6. of this Appendix, and an accounting of the Licensee's gross billings respecting the damaged bus.
10. The City's obligations and liabilities in the event of accident, mishap or mechanical breakdown, shall be limited to the prompt repair of the bus, at no cost to the Licensee, and shall not include the payment of damages of any nature whatever to the Licensee or any party claiming for or through the Licensee. If the bus is totally destroyed, the City will provide a bus to be rewrapped at the City's cost, and Subsection 9(a) will apply.
11. The City shall, at its sole expense, maintain the visual display on the bus to a clean and attractive standard, normal wear and tear excepted.

C Interior Advertising

1. The Contractor shall sell advertising spaces located within and on transit buses owned or operated by the City. Interior advertising space is available above the windows of all conventional transit. There is an estimated 2,000 spots for advertising using a 90 cm X 27.5 cm dimension. There is space to slide an advertising panel in the buses but must be secured with a strap to ensure the advertising does not fall out during operation of the bus. Paratransit buses will not have any interior advertising.
2. The Contractor will provide free interior advertising space for Regina Transit related advertising. There will be two advertising spots in each bus available for Regina Transit to use. It is accepted that the City will be responsible for the cost of production of the

advertising boards. The installation and removal of the advertising will be done free of charge by the Contractor.

D Shelter Specifications

1. The Licensee shall sell advertising spaces located on shelters in the form of vinyl that will attach to the glass or lexan. Advertising is available on both sides of the glass or lexan on shelters outlined in Appendix A.
2. If additional frames to hold the advertising on Shelters are required in the future, they shall be purchased by the Licensee. Once affixed to the Shelters, all frames shall become the sole and absolute property of the City. It is understood and agreed that the City shall not be obliged to permit the installation of frames on any Shelter, in the City's sole opinion, is not suitable for any such installation. Staff from the City of Regina will install the frames.
3. The City's obligations and liabilities in the event of accident or mishap, shall be limited to the prompt repair of the Shelter as best it is able, at no cost to the Licensee, and shall not include the payment of any damages of any nature whatever to the Licensee, or any party claiming through the Licensee. Notwithstanding the foregoing, if the damages are a result of an accident in which the City or its Operator is found to be at fault, the City shall be responsible for the cost of repairs of the advertising. In the event the damage is a result of an accident where a third party is found to be at fault, the City shall give notice to the Licensee as to the particulars of the accident, so that the Licensee may pursue the third party for the damages.
4. The City shall, at its sole expense, maintain the visual display on a shelter to a clean and attractive standard, normal wear and tear excepted.
5. Advertising may extend beyond the roof line of the Shelter, if:
 - (a) the portion of the advertisement extending beyond the roof line of the Shelter is secure;
 - (b) will not become a hazard for transit passengers or other pedestrians.
6. For advertisements attached to glass or Lexan™, the following shall apply:
 - (a) The side of the Shelter that is towards the direction that the bus is coming from, and the side of the Shelter that faces the street, have to be kept clear so the Operator can see if anyone is in the Shelter. Vinyl advertising can be placed on one side of the Shelter only – either the rear or farthest side of the Shelter from the approaching bus;

- (b) Most of the Shelter must remain transparent for safety reasons (so people can see into the Shelter). An exception would be if the back of the Shelter is located beside a building as the building obstructs the view from the rear of the Shelter;
 - (c) All reflective vinyl or any other substance that may cause a distraction to operators of motor vehicles, care must be taken to ensure the placement of these materials is done in consideration of this aspect.
7. The Director of Transit reserves the right to comment on the look and placement of any advertisement. Any advertisement that may be of a controversial nature must be forwarded to the Manager of Communications with the City of Regina for comment on its content from the City's perspective.
 8. The City shall be responsible for waste removal, maintenance, repair and cleaning of the Shelters.
 9. The City will not be liable to the Licensee or any third-party advertiser for any lost revenue or other damages caused by any facility being destroyed, temporarily moved, or taken down due to construction.
 10. Shelter available for advertising are listed in Appendix A.

E Roof Advertising

1. The Contractor will sell adverting on the roofs of conventional buses. This will be in the form of vinyl. The advertising will not cover any access compartments or HVAC grills

APPENDIX "C"

CITY OF REGINA ADVERTISING POLICY

1. Advertising must:
 - a. Meet the standards set out by the Canadian Advertising Standards Council, and the freedoms of expression protected under *The Canadian Charter of Rights and Freedoms*.
 - b. Reflect equality in sex, colour or creed; and
 - c. Be aesthetically pleasing and fit into the environment in which they are placed;
 - d. Clearly identify the person or organization that purchased it.
2. Advertising must not:
 - a. Contain inaccurate or deceptive claims or statements;
 - b. Portray anyone in a demeaning or derogatory manner.
3. Alcoholic drinks must not be advertised using advertising that appeals particularly to anyone under the age at which a person may legally purchase alcoholic drinks in Saskatchewan.
4. In general, advertising for alcoholic drinks will only be permitted in appropriate venues.
5. The advertising of tobacco products is prohibited.
6. The City has sole discretion to decide whether any advertising complies with this policy.

ADDENDUM NO. 1

This is the first Addendum to the Bus and Shelter Advertising Agreement between the City of Regina (the "City") and Pattison Outdoor Advertising LP, by its general partner, Pattison Outdoor Advertising Ltd. (the "Licensee"), dated March 8, 2018, (the "Agreement").

WHEREAS the Parties wish to modify the Agreement to provide for a correction to the name used for a defined term and to add a notification address.

NOW THEREFORE THIS ADDENDUM NO. 1 WITNESSES that in consideration of the respective covenants and agreements of the Parties contained herein, and for other good and valuable consideration now paid and delivered by each Party to the other, the receipt and sufficiency of which is hereby acknowledged by each of the Parties hereto, the City and the Licensee each agree with the other as follows:

1. In Section 1. Definitions, the term "Sales" is replaced with the term "gross revenues" with the definition for gross revenues remaining the same as the existing definition for Sales.
2. In Section 36, the following address is added:

And in the case of the Licensee, to:

Pattison Outdoor Advertising
10707 – 178 Street
Edmonton, AB T5S 1J6

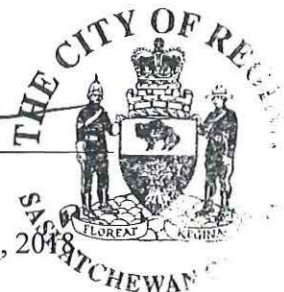
3. The Parties each affirm that the Agreement and Addendum No. 1 shall hereafter be read together and construed as one document.
4. The Parties each affirm the terms of each of the Agreement, Addendum No. 1 and except and only subject to the amendments herein contained, the Agreement (as modified by Addendum No.1) remains in all respects the same, continues in full force and effect, and is hereby ratified and confirmed.
5. This Addendum No. 1 may be executed in any number of counterparts by any one or more of the Parties. Each executed counterpart shall be deemed to be an original and such counterparts together shall constitute a single instrument.

This Addendum executed by The City of Regina on May 28, 2018.

(seal)

THE CITY OF REGINA

JH
City Clerk



This Addendum executed by _____ on _____, 2018

**PATTISON OUTDOOR ADVERTISING LP by
its General Partner, PATTISON OUTDOOR
ADVERTISING LTD.**

(seal)

Barry Wilde
Title: CFO
Name: Barry Wilde

LEASE

THIS AGREEMENT MADE THIS 11 DAY OF May

BETWEEN:

THE CITY OF REGINA
(the "City")

- and -

OUTFRONT MEDIA CANADA LP

a corporation duly incorporated with the Province of Saskatchewan
(the "Lessee")

WHEREAS the City owns the lands located at the following locations in the City of Regina in the Province of Saskatchewan, civically described as:

- 4665 Albert Street (2 Faces)
- 4250 Albert Street (2 Faces)
- 3939 Rochdale Boulevard (2 Faces)
- 1931 Rupert Street (2 Faces)
- 1887 Victoria Avenue East (2 Faces)
- Ring Road & Winnipeg Street (2 Faces)
- Ring Road & Ross Avenue (2 Faces)

(the "Leased Premises")

AND WHEREAS the City agrees to Lease to the Lessee a portion of the Lands as set out on the attached Appendix "A".

< 14 Faces

Added to monthly rent roll 31,500.÷

billed May - Jul on July Rent roll 12.=

*2,625.00**

*0.**

2,625.÷

14.=

monthly Price per face **187.50***

*0.**

NOW THEREFORE THIS AGREEMENT WITNESSETH:

DEMISE

1. In consideration of the rents, covenants and agreements hereinafter contained, the City leases to the Lessee and the Lessee rents from the City the Leased Premises. The Lessee is familiar with the Leased Premises and accepts the Leased Premises absolutely on an "as is" basis.

LEASE TO LESSEE

2. The term of this Lease shall commence on the 1st day of May, 2015 and end on the 31st day of December, 2019 unless terminated earlier pursuant to the provisions of this Lease (the "Term").
3. Provided that the Lessee is not in default under this Lease, the Lessee shall have the option to extend this Lease with respect to the Leased Premises for one (1) additional term of five (5) years on the same terms and conditions as the Term.

RENT PAYABLE

4. The Lessee agrees to pay to the City, as annual rent, the sum of Thirty One Thousand Five Hundred Dollars (\$31,500.00) plus GST per annum.

LESSEE'S COVENANTS

5. The Lessee covenants and agrees:
 - (a) to insure the Leased Premises during the whole term of the Lease by obtaining Public Liability Insurance in an amount of no less than Three Million Dollars (\$3,000,000.00) and to deliver a copy of the policy of insurance obtained to the Manager of Real Estate of the City;
 - (b) to indemnify and save harmless the City from any and all manner of claims,

damages, loss, costs and charges whatsoever occasioned to, suffered by or imposed upon the City or its property, either directly or indirectly, in respect of any matter or thing in consequence of, in connection with or arising out of the occupancy or use of the Leased Premises by the Lessee;

- (c) to neither do nor permit to be done in or on the Leased Premises or Lands anything which may be a nuisance or anything which may be contrary to law;
- (d) to keep and maintain the Leased Premises, in a good and substantial state of repair, including landscaping, at the sole cost of the Lessee, and, on the expiration or termination of this Lease, to yield up to the City the Leased Premises in a good and substantial state of repair;
- (e) to do no alteration of the Leased Premises without first obtaining the written permission of the Manager of Real Estate of the City and to not lay nor permit any waste to the Leased Premises;
- (f) to permit the employees and agents of the City to enter upon and inspect the Leased Premises at all reasonable times for the purpose of ascertaining that the provisions of this Lease are being faithfully observed;
- (g) to keep the Leased Premises and title to the Lands free and clear of all liens or charges;
- (h) to not assign or sublet the Leased Premises or any part of the Leased Premises without first obtaining the written permission of the Manager of Real Estate of the City;
- (i) to accept this Lease and to be subject to all conditions, restrictions, and covenants set forth;
- (j) to be responsible for any required snow removal on the Leased Premises and for the payment of all utility rates; and
- (k) to obtain all required licenses and permits necessary for the placing of signs on the Leased Premises.

DEFAULT BY LESSEE

6. If the Lessee fails to observe any covenant or breaches any term or condition of this Lease, the

City shall advise the Lessee by written notice of the default or breach alleged by the City. If the default or breach is not then remedied within thirty days after notice has been given to the Lessee, the City may, at its option, terminate the Lease by further notice in writing delivered to the Lessee by registered mail or by personal service upon the Lessee at its registered or business office in the City of Regina.

7. If this Agreement is terminated by the City pursuant to section 6, ~~or if the Lessee terminates this Agreement for any reason prior to expiration,~~ then the entire unpaid additional rent shall forthwith become due and be payable to the City. This shall be in addition to any other remedy available to the City.

ME

CITY'S COVENANTS

8. The City covenants and agrees that upon the Lessee performing and observing the covenants and conditions of this Lease, to allow the Lessee quiet enjoyment of the Leased Premises for the term granted.

TERMINATION

9. This Lease may be terminated and put to an end, at the option of either party, for any reason, upon Ninety (90) days' written notice to the other party.
10. In the event of termination or expiry of the lease, the Lessee will be solely responsible for relocation and in no event shall the City incur any costs or reimburse the Lessee for leasehold improvement or relocation expenses or be responsible for obtaining an alternate facility for the Lessee.

NOTICE

11. Any notice required to be given pursuant to this Agreement shall be in writing and shall be sufficiently given if personally delivered or mailed by prepaid registered mail to the address

below and any notice so mailed shall be deemed to have been received on the second day following the day of mailing:

(a) The Landlord: Manager, Real Estate Branch
 4th Floor, City Hall
 P.O. Box 1790
 Regina, Saskatchewan S4P 3C8
 Attention: Chuck Maher

(b) The Lessee: Outfront Media Canada LP
 127 Cardinal Crescent
 Saskatoon, Saskatchewan S7L 6H5
 Regina, SK S4N 6H1
 Attention: Mel McKnight, CBS Outdoor Real Estate Manager

INTERPRETATION

12. This Lease constitutes the whole of the Agreement between the parties and any amendment to the Agreement must be in writing and signed by the parties to be of any effect.
13. This Lease and its provisions shall enure to the benefit of and be binding upon the parties and their successors and permitted assigns as the case may be. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one tenant, and to corporations, associations, partnerships or individuals, males or females, in all cases will be assumed as though in each case fully expressed.
14. This Lease and its provisions shall for all purposes be construed according to the laws of the Province of Saskatchewan and any cause of action arising under or by virtue of this Lease shall be deemed to have arisen at the City of Regina in the Province of Saskatchewan and the action shall be entered and tried in the Judicial Centre in which the City of Regina is situate.

WAIVER

15. Any condoning or overlooking by the City or the Lessee of any default, breach or nonperformance by the other at any time or times in respect of any obligation contained in

this Lease shall not operate as a waiver of such default, breach or nonperformance, and any waiver of a particular default, breach or nonperformance shall not operate as a waiver of any subsequent or continuing default, breach or nonperformance.

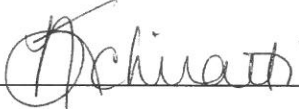
IN WITNESS WHEREOF the City has executed this Lease by affixing its corporate seal and under the hands of its City Clerk and the Lessee has duly executed this Lease


(seal)



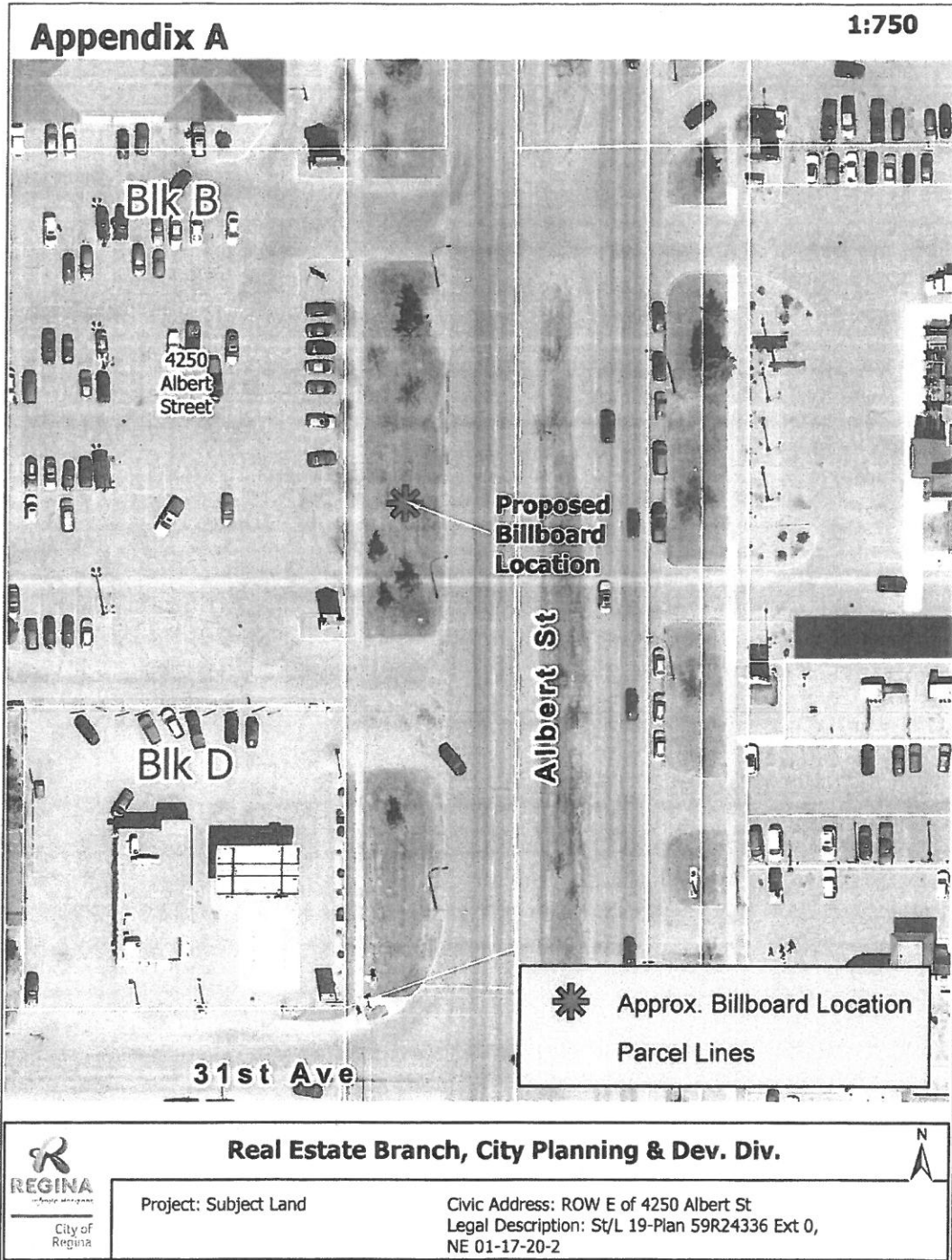
OUTFRONT MEDIA CANADA LP

(seal)



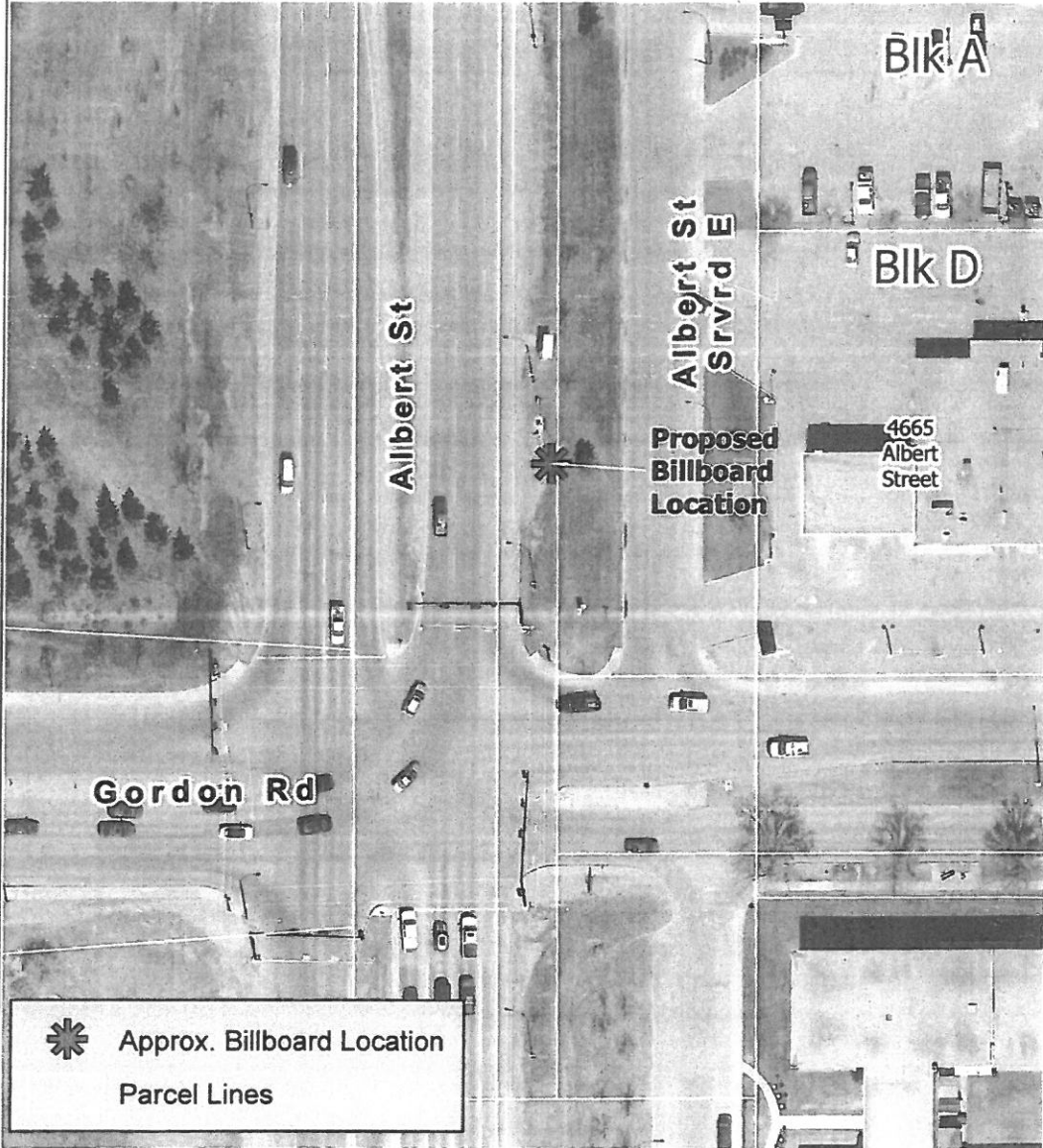


APPENDIX "A"



Appendix A

1:750



Real Estate Branch, City Planning & Dev. Div.

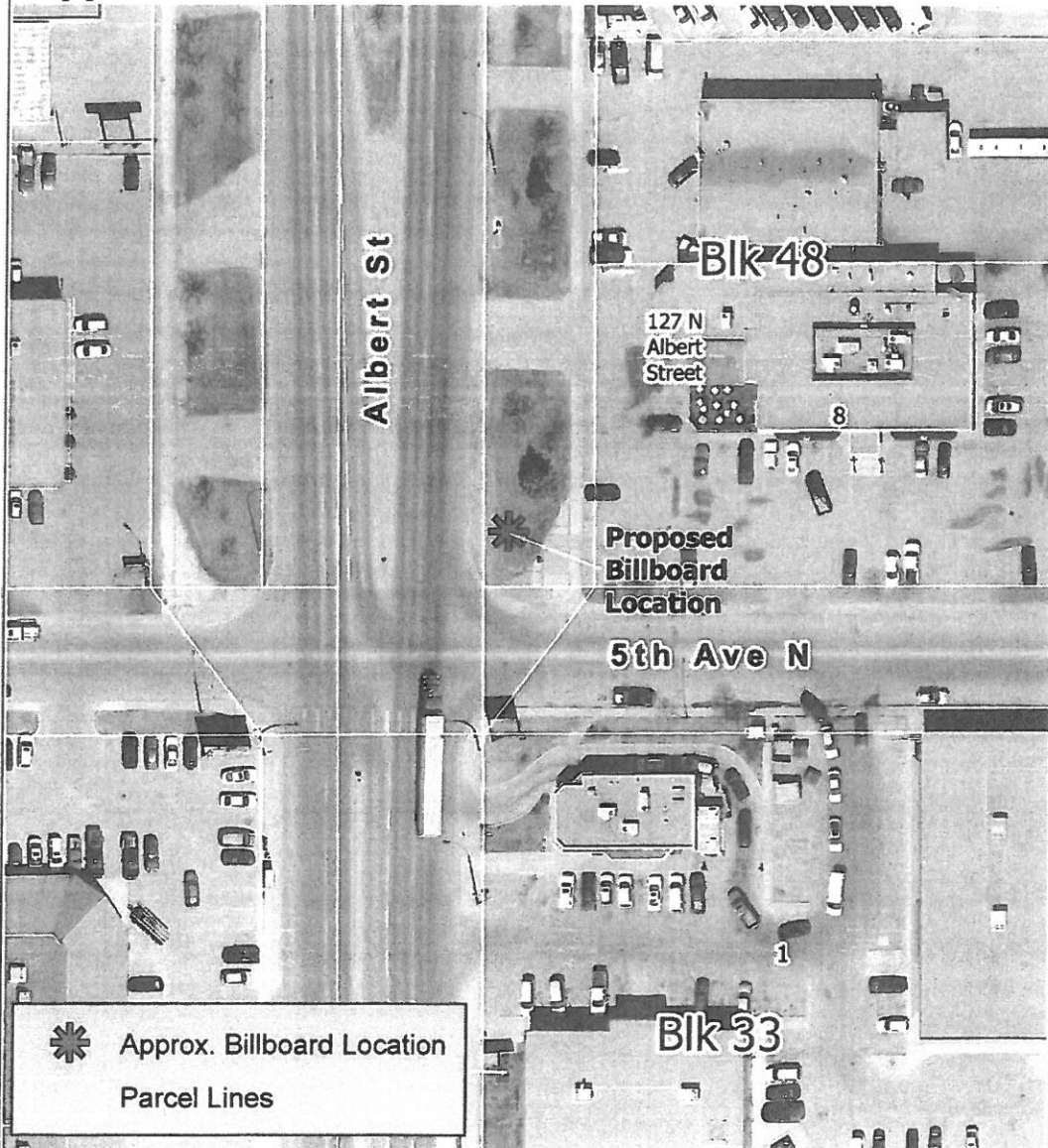


Project: Subject Land

Civic Address: ROW W of 4665 Albert St
Legal Description: NW 06-17-19-2 Plan FF671 Ext 1

Appendix A

1:750



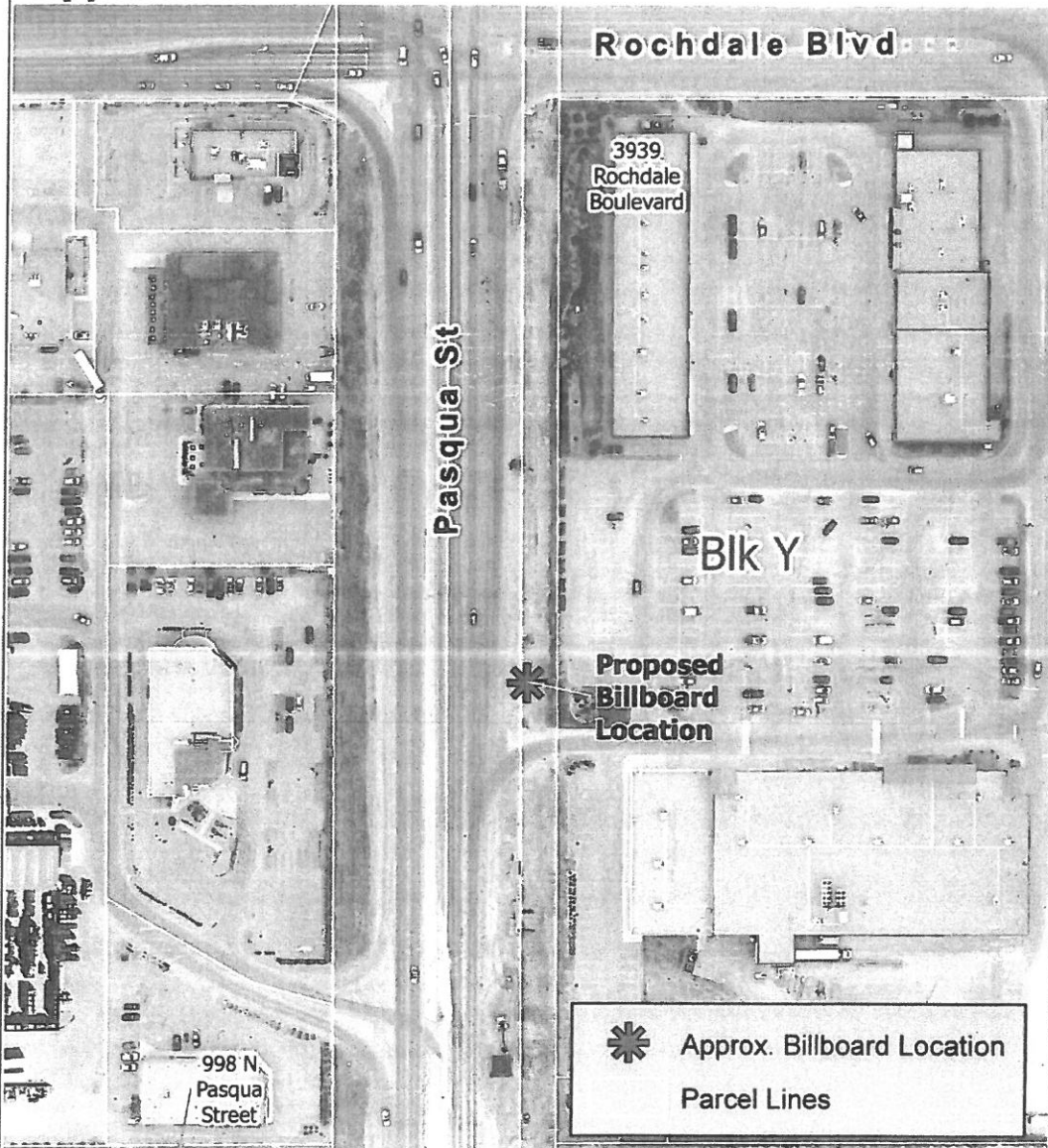
Real Estate Branch, City Planning & Dev. Div.

Project: Subject Land

Civic Address: ROW W of 127 N Albert St
Legal Description: St/L 4-Plan FP2081 Ext 33,
NW 31-17-19-2

Appendix A

1:1,500



Real Estate Branch, City Planning & Dev. Div.



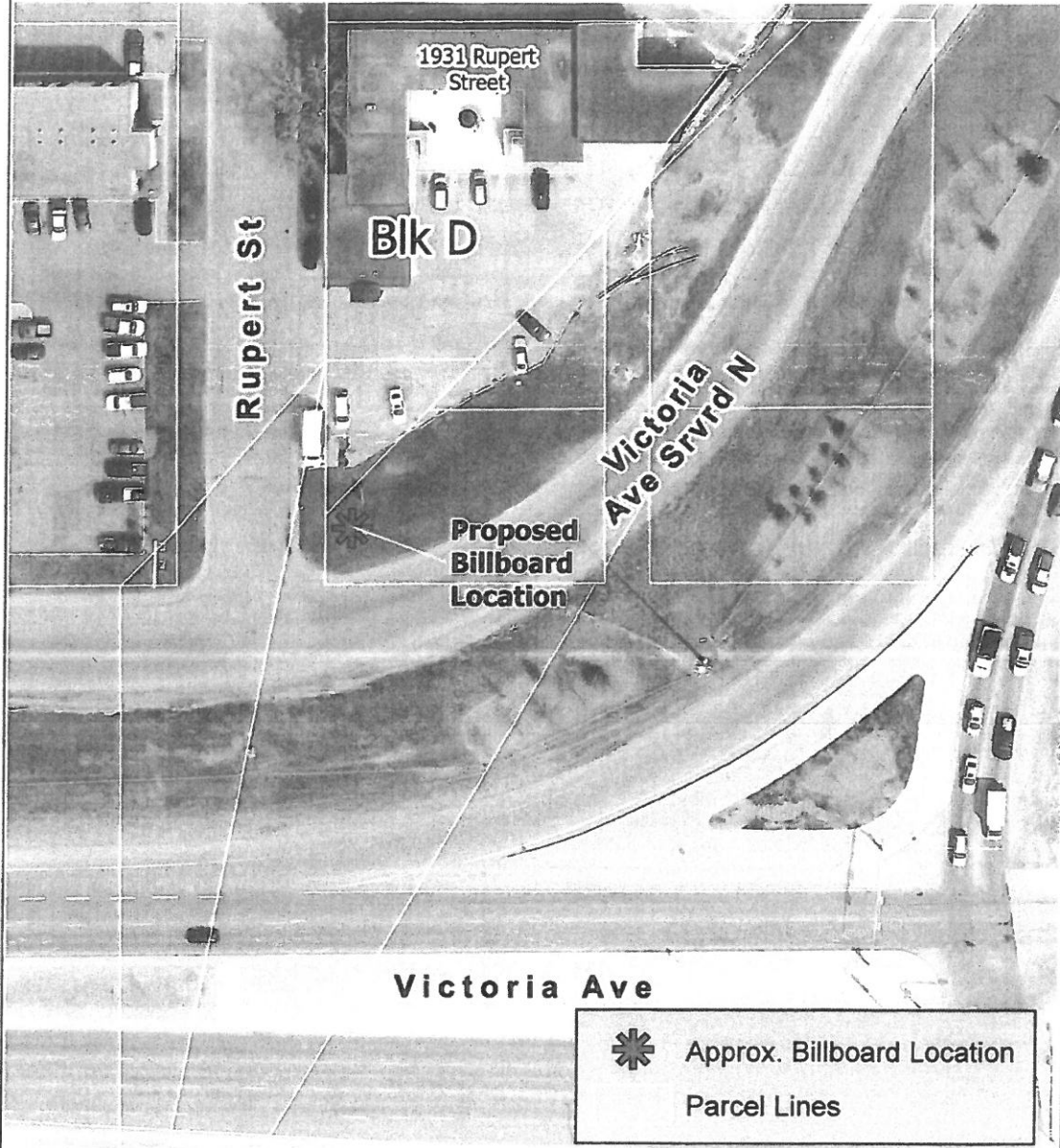
Project: Subject Land



Civic Address: ROW W of 3939 Rochdale Blvd

Legal Description: NW 01-18-20-2 Plan 66R26885 Ext 1

Appendix A

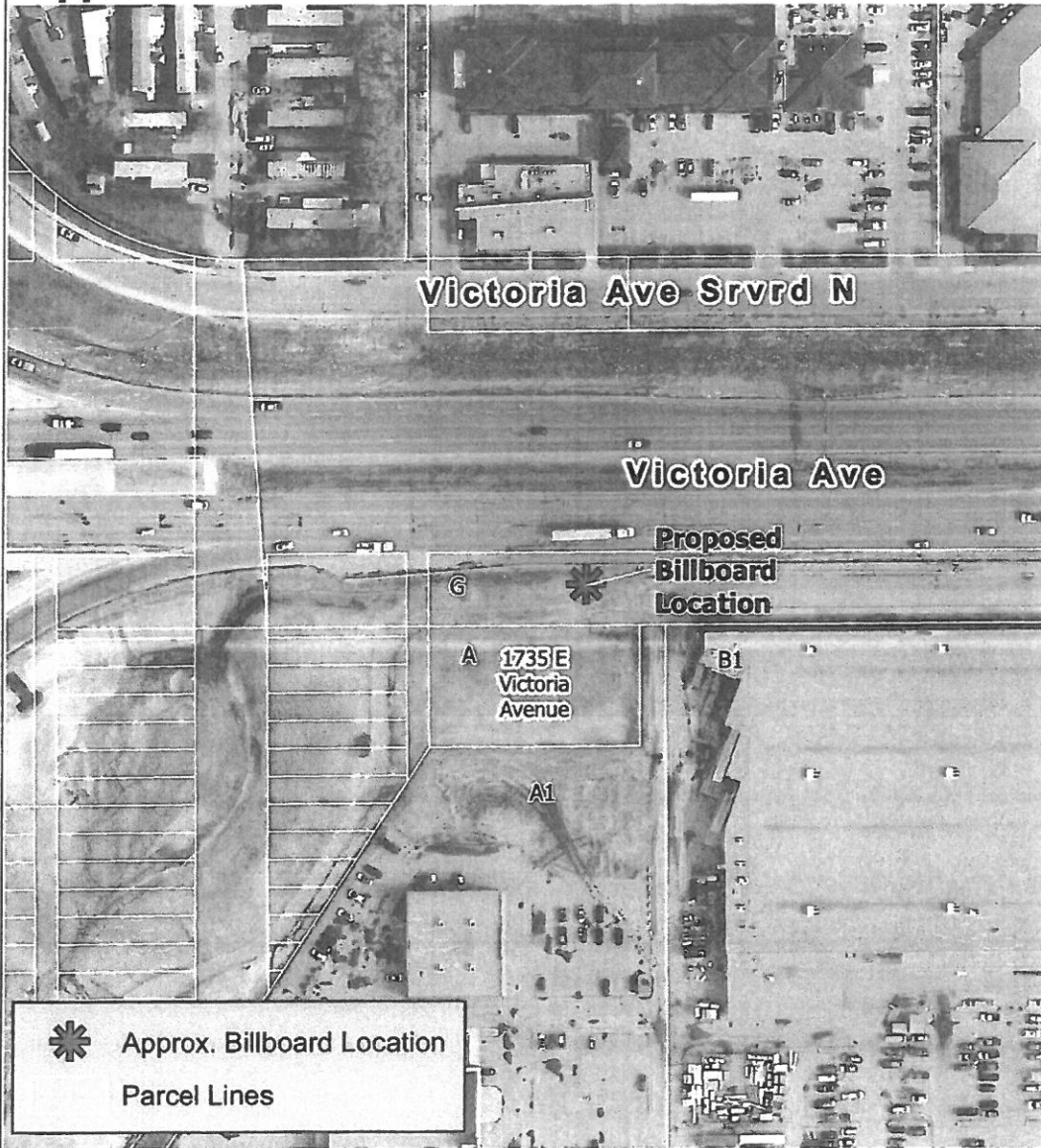
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 City of Regina	Real Estate Branch, City Planning & Dev. Div.		N 
	Project: Subject Land	Civic Address: ROW S of 1931 Rupert St Legal Description: SW 21-17-19-2 Plan 67R04561 Ext 14	

Appendix A

1:1,500



Real Estate Branch, City Planning & Dev. Div.

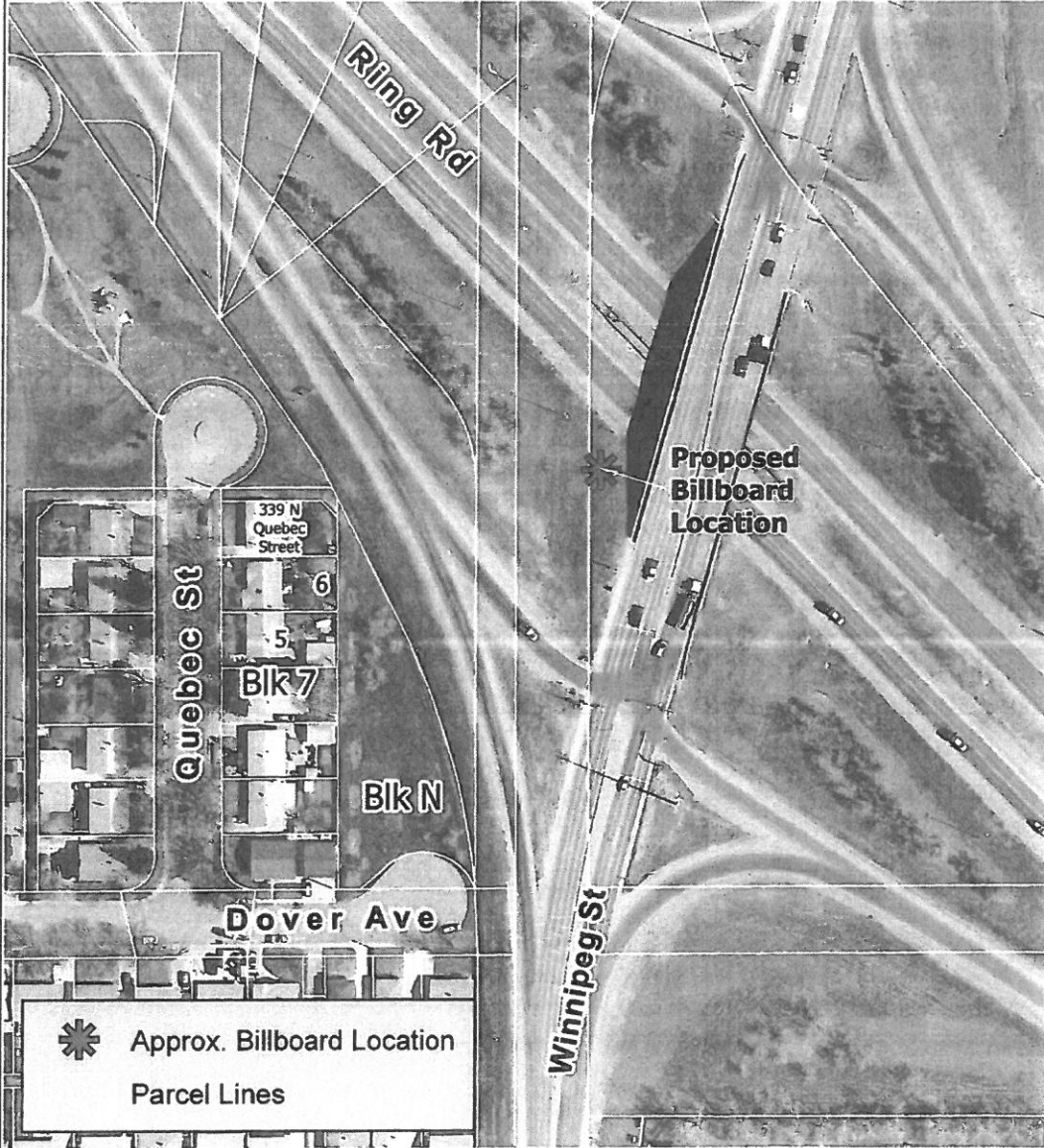


Project: Subject Land

Civic Address: ROW N of 1735 E Victoria Ave
Legal Description: Blk/Par G-Plan FU392 Ext 2,
SW 21-17-19-2

Appendix A

1:1,500



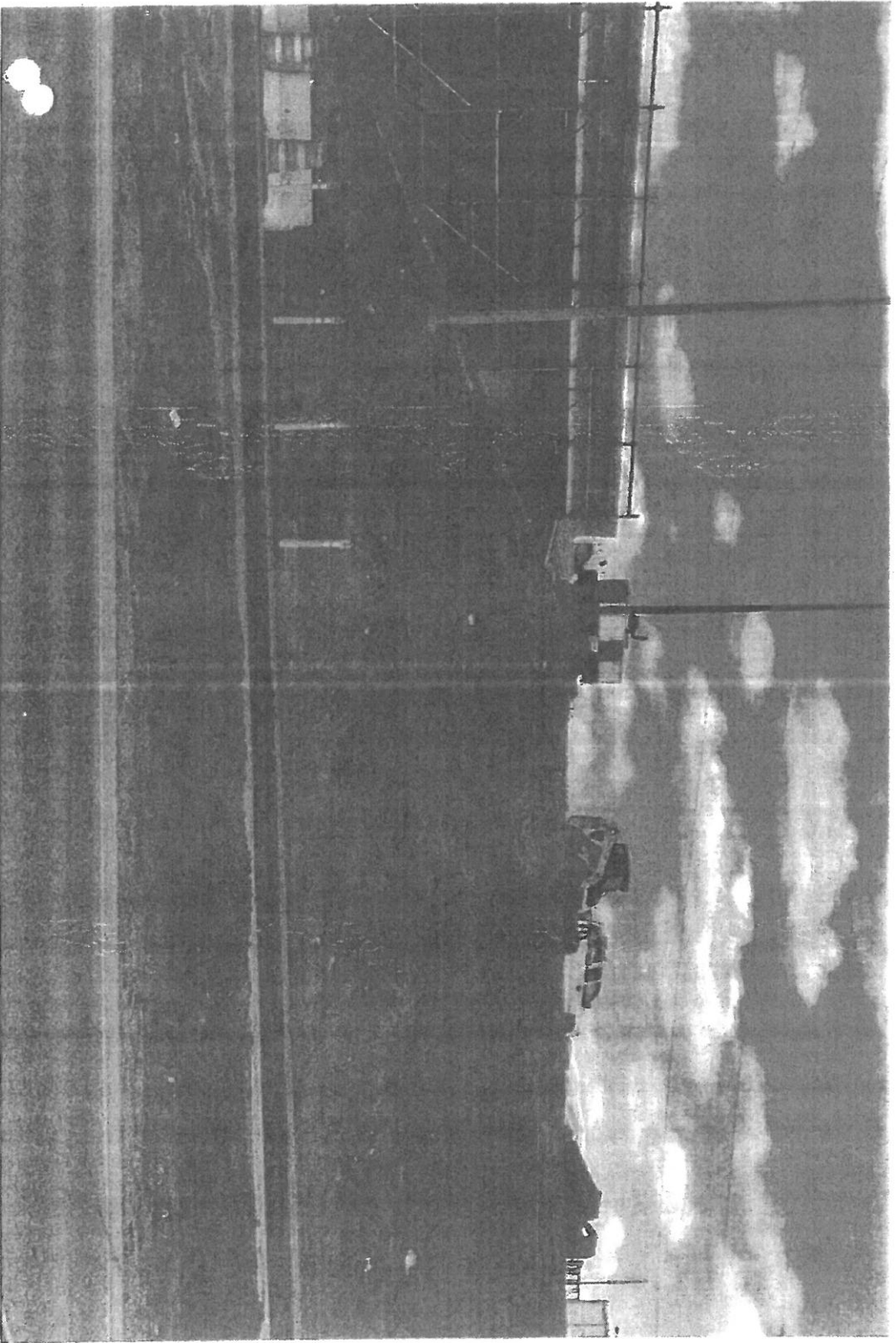
Real Estate Branch, City Planning & Dev. Div.

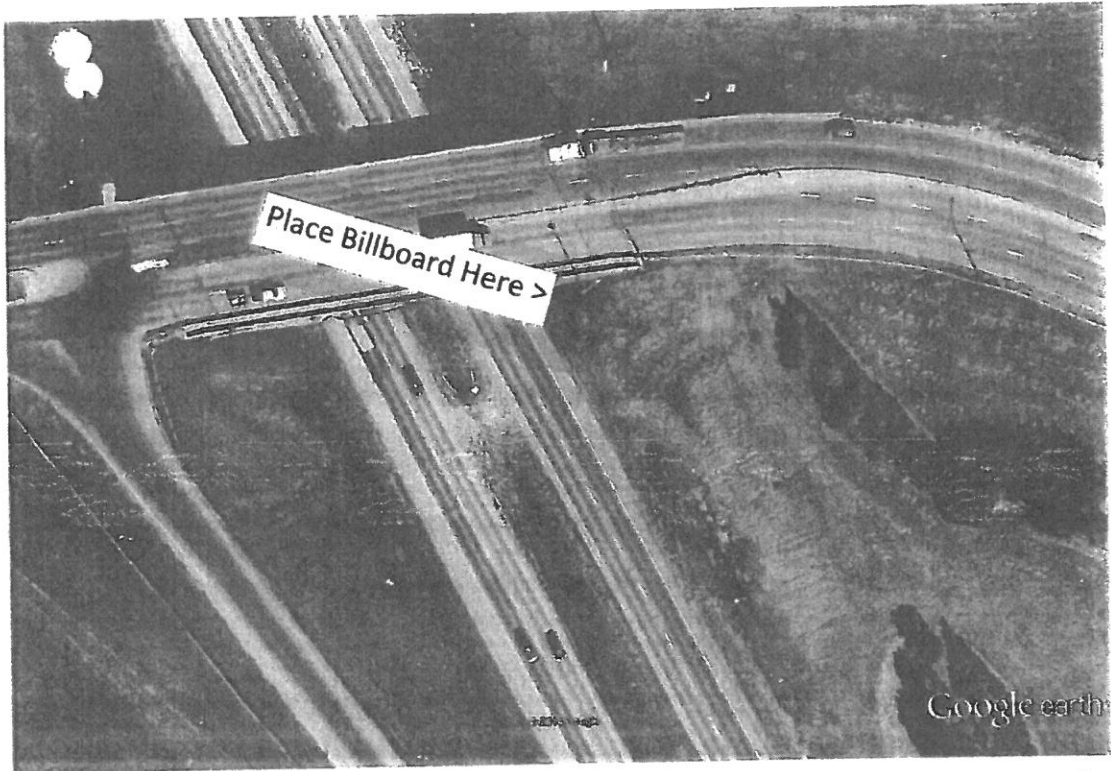


Project: Subject Land

Civic Address: NA - Ring Rd ROW W of Winnipeg St
Legal Description: St/L 7-Plan 66R35050 Ext 0,
NW 32-17-19-2

Ring Road & Ross Ave. Overpass





Google earth

