

TOWN OF PEACE RIVER

TPR2026005 – Request for Skate Sharpening Services

REQUEST FOR PROPOSALS

Issuance Date: October 26, 2026

Submission Deadline: November 16, 2026, 2:00pm

Primary Contact Information

Tanya Bell

Director of Community Services

tbell@peaceriver.ca

Background and Scope

The Baytex Energy Centre is a multi-use facility including an NHL sized ice surface, 3 court field house, walking track, meeting rooms and indoor playground. The facility is open 360 days per year.

The ice surface is operational September 1 to March 31 of each season, with summer hours typically beginning in mid-August based on user group request.

The Town of Peace River is seeking proposals from established and qualified individuals or organizations who are interested in engaging with the Town for a lease as the tenant and operator of a Skate Sharpening Service.

Service Requirements:

1. Hours of operation – During the ice season, mid-August to the end of March, the successful bidder must be open to the public a minimum of two weekday evenings for a minimum of 2 hours each day, starting at or after 4:00 p.m., and Saturdays for a minimum of 5 hours. The bidder will be notified of exact dates of ice season start after the annual Ice Allocation meeting in June and ice season end after the annual Playoff Allocation meeting in February. In the off season, April-mid-August, hours may be determined at the bidder's discretion.
 - a. The successful bidder can add additional operating hours beyond the minimum requirement.
 - b. The successful bidder will be required to post their operating hours and strictly adhere to them.
 - c. For additional information, the following user group feedback is presented for bidders' consideration:
 - i. Peace River Skating Club: Monday and Wednesday Canskate groups are on the ice from 4:00 p.m. to 4:45 p.m.
 - ii. Peace River Minor Hockey: Tuesday and Thursday evenings are their busiest nights for practices.

2. Operating hours and access to the leased space will be limited to the regular operating hours of the Baytex Energy Centre.
3. Primary service: Skate sharpening
4. Secondary services: Retail sales of items related to hockey, skating, or indoor fieldhouse use are permissible at each bidder's discretion, but all services and supplies must be contained within the leased space.
5. Excellent customer service: the successful bidder will be familiar and engaged with local athletics, experienced in skate sharpening and provide a high level of customer service to users and visitors.

The Successful Bidder will:

- 1.) Enter into a lease agreement with the Town using the supplied Template, for a term of 2 years with the option for renewal by the Town for an additional 2 years.
- 2.) Pay an annual lease rate of \$10/square foot, lease space is 114 sq ft, with a 2% increase in year 2 of the contract. In Year 1 the monthly rate will be \$95.00.
- 3.) Be responsible for all equipment installation, operation and any renovations that may be required to operate the skate sharpener.
 - a. Any proposed renovations or structural modifications must be preapproved in writing by the Town.
- 4.) Comply with all relevant Town of Peace River policies and bylaws including the Baytex Facility Guidelines and the business licensing bylaw as part of the precondition of award.
 - a. The successful Bidder will be required to obtain a Town of Peace River Business License if they are not already in possession of one.
 - b. Provide liability insurance, co-naming the Town of Peace River as insured.
 - c. WCB coverage for all staff/employees.
- 5.) Comply with the service hours minimum requirements.

Reference Documents

- 1.) Facility – location Map 1
- 2.) Town's standard lease agreement template

Process

The selection process involves the following:

1. Solicitation of Proposals (Bids) to the Town office by November 16, 2026, 2:00pm.
2. Review and evaluation of the submitted Bids by the Town.
3. Selection of the highest-ranking Bidder based on the bid evaluation to negotiate and enter a contract.
4. Negotiation with the second highest ranking bidder if the first negotiation fails.

Project Timeline

Activity	Date	Time (Alberta Time)
Issuance of Request for Proposal	October 26, 2026	
Deadline for Questions / Clarifications	November 10, 2026	16:30 h
Request for Proposal Closing	November 16, 2026	14:00 h
Selection and Negotiation	Week of November 23, 2026	
Pro Shop Operational	Town's Preferred date is January 4, 2027, but the date is negotiable.	

Pre-Condition of Award

The preferred proponent will be required to provide proof of the following. These will only be required of the **selected proponent** and will be part of the contract award process.

- Insurance, including commercial general liability, with not less than \$1,000,000 (One million dollars) per occurrence,
- Workers Compensation Board certificate naming each employee(s)

Submission Format

The completed proposal (Bid) should be submitted by email to tenders@peaceriver.ca.

Submission time will be determined as received on the Town of Peace River servers, it is strongly recommended to submit at minimum 1 hour prior to closing time to ensure timely receipt. Submissions must be a .pdf with the following format:

- Cover letter
 - Highlighting brief history of your company/organization/individual
 - Introduce the primary contact
 - Discuss experience and why best qualified to perform work
- Bid Form w/ Attachments
 - Bidder Resume
- References:
 - At least 2 reference letters related to successful business operations or service provision and excellent customer service.

Bid and Evaluation Criteria

Evaluation of Bids will be based on the following criteria:

Qualification Factors	Score	Weight
Experience – business operations or service operations	0-5	25%
Experience – skate sharpening	0-5	30%
Customer Service reference	0-5	15%
Proposal Quality	0-5	20%
Value-added services/products	0-5	10%

The points assigned each item will be based on the information provided in the proponent's submission. Scoring will be awarded on a scale of 0-5 where the range is defined as follows:

Score	Requirement
0	Lack of response or lack of understanding of requirements, no or very low probability of success.
1	Does not meet expectations or demonstrate clear understanding of success. Low probability of success.
2	Somewhat meets expectations, minor weaknesses or deficiencies, some probability of success.
3	Meets expectations, minor weaknesses or deficiencies, fair probability of success.
4	Somewhat exceeds expectations, high probability of success.
5	Exceeds expectations, proponent clearly understands requirements, excellent probability of success.

Terms and Conditions

1. All Bids are to be submitted in English only.
2. Bid documents are available on the Town of Peace River website:
<https://www.peaceriver.ca/business-development/tenders-rfps> . Documents will not be provided in any other manner.
3. Electronic Bid submissions only shall be received at tenders@peaceriver.ca. Documents should be in .pdf format. Hardcopy submissions are not permitted and if bidders submit to any other email they will be rejected.
4. The Closing time and date shall be determined by the Town's email server.
5. Bidders should submit prior to the deadline timing, to avoid delays.
6. A confirmation email will be sent to the bidder advising that their bid was submitted successfully.
7. Late Bids will be rejected.
8. A bid may be withdrawn or edited at any time prior to the closing time and date.
9. A withdrawn bid may be resubmitted provided the resubmitted Proposal is received by the email prior to the stated closing time.
10. Questions related to this bid are to be submitted to the Primary Contact through email only.
11. If an inquiry requires an interpretation or modification of the Bid Documents, the response to that inquiry will be issued in the form of a written addendum to ensure that all Bidders base their fee on the same information.
12. Bidder shall submit a question to the Primary Contact for any ambiguity, divergence, error, omission, oversight, or contradiction contained in the Bid Document as it is discovered, or to request any instruction, decision or direction which may be required to prepare its submission.
13. Questions should be submitted before the date indicated.
14. Any replies to inquiries or interpretations or modifications made verbally or by any manner other than in the form of a written addendum, are not binding.
15. Each Bidder shall ascertain before bid submission that it has received all addenda issued by the Town. Addenda will be published on the Town website
<https://www.peaceriver.ca/business-development/tenders-rfps>
16. The Bidder is solely responsible to
 - a. Make any required adjustments to their Bid; and
 - b. Ensure receipt of the addenda, and
 - c. Ensure the Re-submitted Bid is received by the Town no later than the stated bid closing time.
17. Any confidential information included in a Proponent's submission should be clearly marked as such. Town will maintain confidentiality of that information, except as required by law or court order.
18. Receipt of a Bid and evaluation by the Town does not imply that the Bidder is qualified.

19. Review process will be completed using printed copies of submitted proposals, please include information inside the submission to be considered (ie. Do not include hyperlinks to webpages...etc.)
20. The Town reserves the right to reject any or all Bids.
21. Proponent may be disqualified if there are any misrepresentations, inaccuracies, misleading or incomplete information.
22. The Town may decide, at its sole discretion, that no submissions will be accepted and no Contract will be awarded as a result of this process (for example, if all submissions exceed limits listed in our purchasing policy or our budgets). In that event, all Bidders will be notified, and the Town will have no liability to any Bidder.
23. The Bid process will not create a legal agreement for any goods and services between the Town and any Bidder without an executed written agreement.
24. A Bid submission that is informal, incomplete, qualified, non-compliant with the requirements of the Bid Documents, or otherwise irregular in any way, may be declared non-compliant and rejected.
25. The Town may accept or waive a minor inconsequential irregularity.
26. The determination of what is, or is not, a minor and inconsequential irregularity, and the determination of whether to accept or waive an irregularity, is at the Town's sole and final discretion.
27. The Town is not responsible for any costs incurred by Bidders in preparing, submitting, or presenting their Bids.
28. All Bids become the property of the Town upon submission and will not be returned.
29. The work shall be done in accordance with the laws of the Province of Alberta, and any Federal and/or local regulation and by-laws governing the type of work.

Bid Form

General Information		
Company Name: _____		
Full Legal Name _____		
Address: _____		
Web Page: _____		
Phone Number: _____		
Contact Information		
Name: _____		
Phone Number: _____		Email: _____
Please indicate your understanding that the <u>successful proponent must obtain</u> the following prior to contract signing:		
Proof of Insurance -1 million liability	☐ Yes	☐ No
Current WCB Letter	☐ Yes	☐ No
Town of Peace River Business License	☐ Yes	☐ No
References (Minimum of 2 for Operations and 2 Customer Service):		
Reference 1 Company/Individual Name: _____		
Contact Information: _____		
Letter Attached: ☐ Yes ☐ No		
Reference 2 Company/Individual Name: _____		
Contact Information: _____		
Letter Attached: ☐ Yes ☐ No		
Reference 3 Company/Individual Name: _____		
Contact Information: _____		
Letter Attached: ☐ Yes ☐ No		

Reference 4 Company/Individual Name:	
Contact Information:	
Letter Attached:	☐ Yes ☐ No

Please attach additional sheets or information as relevant to each question.
What is your experience operating a business or a customer service operation?
Describe service operations: How will you provide services to meet the needs of the community and users.

Describe your experience providing skate sharpening services:

Are you proposing any additional services for purchase? Please describe.

Signatures:

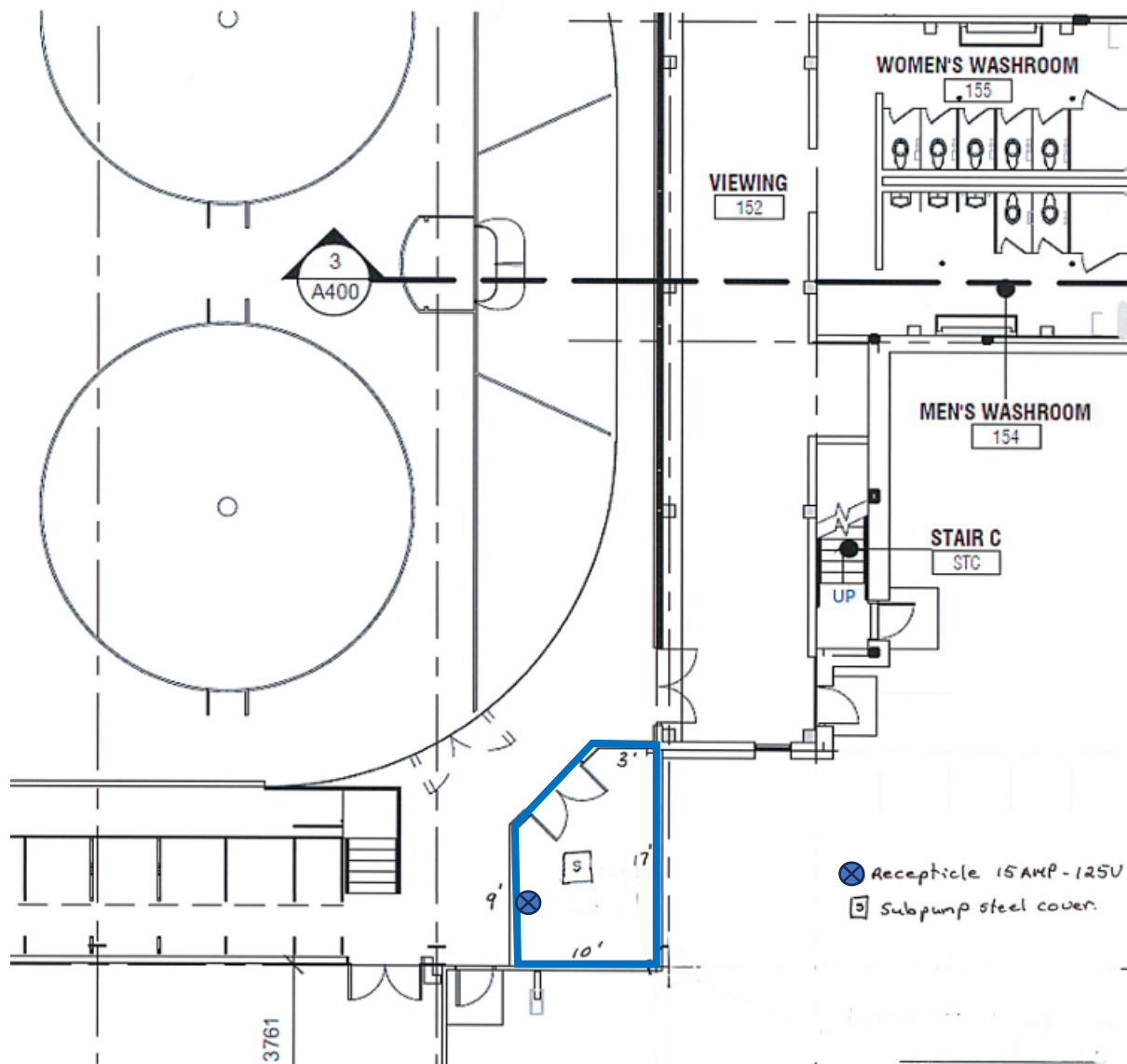
1.	Name:	Position:
	Signature:	Date:

Reset Form

REFERENCE DOCUMENT:

Baytex Energy Centre – Skate Sharpening Service Location Map

- Space is approximately 114 sq ft.
- Space is outlined in blue.
- Location is inside the arena – southwest corner.



LEASE AGREEMENT made in triplicate as at the ____ day of _____, A.D., 202__

Between:

THE TOWN OF PEACE RIVER
A Municipal Corporation
In the Province of Alberta
(hereinafter called "the Landlord")

OF THE FIRST PART

- AND -

In the Province of Alberta
(hereinafter called the "Tenant")

OF THE SECOND PART

WHEREAS the Town is the registered owner of the building situated on _____ on the location outlined in the drawing attached as Schedule A, known as and hereinafter called the premises;

AND WHEREAS the Tenant has requested to lease the building for a _____.

The Parties agree as follows:

PART I DEFINITIONS

1 DEFINITIONS

- 1.1 "Chief Administrative Officer" means the person holding that position, or acting in the capacity of the Chief Administrative Officer for the Town.
- 1.2 "Landlord" means the Town of Peace River and shall include the officers and agents of the Town of Peace River;
- 1.3 "Premises" means all that portion of land described as follows:

Excepting thereout all mines and minerals and the right to work the same

- 1.4 "Tenant" means the _____ and its or any of its executors, administrators, successors or permitted assigns; and

PART II LEASE, TERM, RENT AND TAXES

2 GRANT OF LEASE

- 2.1 The Landlord hereby leases to the Tenant the Premises.

3 "AS IS" CONDITION

- 3.1 The Tenant accepts the Premises in an "as is" condition and any improvements made to the Premises by the Tenant at any time during the currency of this Lease to make the Premises suitable for the operations of the Tenant shall be at the risk, cost and expense of the Tenant and to the satisfaction of the Landlord.

4 TERM AND RENEWAL

- 4.1 The term of this Lease is for a period of 1 Year commencing _____ and ending _____, unless terminated earlier.
- 4.2 This term may be extended for a further term at the conclusion of the one-year term on the same terms and conditions as contained in this Lease.

5 OVERHOLDING

- 5.1 If at the expiration of the term of this Lease, the Tenant holds over for any reason, the Tenant shall be deemed to be occupying the Premises as a Tenant on a year to year lease. During the over holding period, the parties may agree in writing to renew the Lease for a term to be agreed by them, but not to exceed a 5 year renewal term.
- 5.2 In the absence of a written agreement to the contrary, the Tenant shall be subject to all the terms and conditions of this Lease, except as to duration and except any provisions requiring the Tenant to erect buildings and improvements on the Premises.

6 RENT

- 6.1 The Tenant shall pay rent to the Landlord per annum at a rate of \$1.00 per year.
- 6.2 The Tenant shall pay the Landlord, as additional rent, an amount equal to the Tenant's pro rata share of the expense payable by the Landlord, including but not limited to the following:
- a. The cost of insurance for the Premises incurred by the Landlord; and
 - b. Any out of pocket cost incurred by the Landlord in providing space for the tenant including the costs of any lease, or sublease.
- 6.3 The Tenant shall pay all rent, fees and charges as specified in Article 6 without any abatement or deduction whatever unless otherwise herein specifically provided.

7 PAYMENT OF TAXES

- 7.1 The Tenant shall pay or cause to be paid all rates, taxes and assessments that may be lawfully imposed at any time during term of this Lease or become due and payable upon or in respect of all or any part of:
- a. the business of the Tenant,
 - b. the Premises,
 - c. the equipment and the operations of the Tenant.
- 7.2 The Tenant shall pay any business tax, value added tax, multi-stage sales tax, sales tax, goods and services tax or any other tax lawfully imposed on any rent receivable by the Landlord by any

governmental or other taxing authority having jurisdiction, whether known as business transfer tax, value added tax, goods and services tax, or by any other name.

PART III LANDLORD OBLIGATIONS

8 INSPECTION OF PREMISES

- 8.1 At the start and termination of the Lease, the Landlord shall conduct an inspection of the Premises with the Tenant.

PART IV TENANT OBLIGATIONS

9 USE AND OCCUPATION OF PREMISES

- 9.1 The Tenant shall use the Premises for the purposes of .

10 STATUS AT CORPORATE REGISTRY AND PROVISION OF DOCUMENTS

- 10.1 The Tenant must file annual returns at Corporate Registry. If the Tenant is a society incorporated under the Societies Act, it must file annual financial statements in accordance with the Societies Act, RSA 2000, c.S-14.
- 10.2 No later than February 28 each year during the Term, the Tenant shall provide the Landlord with a copy of its filed annual return from Corporate Registry for the previous year and a copy of the Tenant's current Bylaws. If the Tenant is incorporated under the Societies, Act RSA 2000, c.S-14, then the Tenant shall also include a copy of its financial statement that is to be filed with its annual return at Corporate Registry.

11 COMPLIANCE WITH LAWS

- 11.1 The Tenant shall comply with all laws, bylaws, regulations, directions, orders of every governmental authority having jurisdiction over the Premises which pertain to the use and occupation of the Premises and the construction of any improvements which the Tenant is permitted to construct.

12 REPAIR AND MAINTENANCE

- 12.1 The Tenant shall at its own cost and expense:
- a. operate, maintain and keep the Premises in good order and condition and promptly make all repairs and replacements to the Premises when needed (both inside and outside, structural and otherwise).
 - b. keep all glass and trimming in, upon or about the doors and windows of the buildings whole, and whenever any part thereof shall become broken, shall immediately replace or repair the same under the direction and to the satisfaction of the Landlord;
 - c. keep the Premises free of debris and neat and tidy at all times, to the satisfaction of the Town Manager, and not permit waste paper, garbage, and ashes of waste or objectionable material to accumulate; and
 - d. maintain the landscaping and paved areas on the Premises.
- 12.2 If the Tenant fails to repair any damage, the Tenant shall pay the Landlord all costs and expenses incurred by the Landlord in repairing the damage within five (5) business days of the Landlord providing the Tenant with an account for the cost of the repair.

13 INSPECTIONS AND NOTICE TO REPAIR

- 13.1 The Tenant shall permit the Landlord to enter the Premises and view the state of the Premises relative to the Tenant's obligations and the Landlord may give the Tenant written notice requiring the Tenant to comply which the Tenant must comply within fifteen (15) days.
- 13.2 In cases of emergency, the Landlord shall have full and free access to the Premises at all times.
- 13.3 If the Tenant shall at any time fail to make any repairs or replacements as required by the written notice of the Landlord, the Landlord may make or cause them to be made and the cost thereof together with interest thereon computed at the rate of 18% per annum from the date of payment by the Landlord shall be charged to and paid by the Tenant as additional rent due 30 days from the date of invoice by the Landlord.

14 UTILITIES

- 14.1 The Tenant shall at its own cost and expense provide, maintain and operate, if required, water, sewer, electrical, heat, phone, internet, janitorial services and other services to the Premises, all to the satisfaction of the Landlord.

15 SIGNS

- 15.1 The Tenant shall not install, display or affix any sign, lettering or advertising medium to the exterior or interior of the buildings on the Premises or elsewhere on the Premises without in each instance securing the prior written approval of the Landlord, such approval not to be unreasonably withheld.
- 15.2 If the Tenant installs, displays or affixes any sign, lettering or advertising matter upon the buildings or Premises without the prior written approval of the Landlord, and if the sign, lettering or advertising matter is objectionable to the Landlord, the Tenant shall remove it immediately upon the Landlord's request.

16 ANTENNAE

- 16.1 The Tenant shall not install radio or television antennas, towers or any mechanical, electrical or other means of sound production or similar devices without the prior written approval of the Landlord, such approval not to be unreasonably withheld.
- 16.2 The Tenant shall indemnify and save harmless the Landlord against all claims, demands, loss or damage to any person or property arising out of the erection, maintenance or removal of any sign, aerial or other installation.

17 IMPROVEMENTS

- 17.1 The Tenant shall not have the right to make changes, alterations, additions or extensions, or effect any rebuilding, whether of a structural nature or otherwise in and to the premises without the prior written approval of the Landlord, such approval not be unreasonably withheld.

18 RETURN OF PREMISES

- 18.1 Upon the termination or surrender of this Lease, the Tenant shall leave the Premises in a similar state of repair as at the date of entry of the Lease and shall leave the Premises neat, clean, neat

and free and clear of all structures, debris, rubbish and the Tenant shall make good all damages caused to the Premises.

- 18.2 If the Premises are not left neat, clean, free and clear of all waste material, debris and rubbish, then the Landlord may have the Premises restored to a satisfactory condition and the Tenant agrees to bear the full expense of all work commissioned by the Landlord.

19 INSURANCE

- 19.1 The Tenant shall obtain and maintain in force during the Term the following insurance, all satisfactory to the Town, acting reasonably:
- a. A tenants liability insurance policy providing coverage of at least Two Million (\$2,000,000.00) Dollars inclusive and in respect of any one claim for injury to or death of any one or more persons or damage to or destruction of property.
- 19.2 The Tenant shall ensure that all insurance coverage maintained by the Tenant in accordance with this Agreement shall name the Town and any other party designated by the Town as an additional insured, contain a severability of interests or cross liability clause, and shall provide that no such insurance policy may be cancelled without the insurer providing no less than thirty (30) days written notice of such cancellation to the Town. The Tenant shall, upon the request of the Landlord, furnish evidence of insurance coverage. The cost of all of the insurance required to be held by the Tenant, as set forth herein shall be borne by the Tenant.

20 ASSIGNMENT OR SUBLEASE

- 20.1 The Tenant shall not assign this Lease or sublet the Premises or charge or otherwise encumber its interest in the Lease (or any portion thereof) without the prior written consent of the Landlord first being obtained, such consent to be at the sole discretion of the Landlord.

21 PEACEFUL ENJOYMENT

- 21.1 Upon the Tenant paying the rent and performing the Tenant's covenants, it shall peaceably hold the Premises during the term or any renewal term without any interference by the Landlord or any person acting for it.

PART V DEFAULT AND TERMINATION

22 DEFAULT

- 22.1 If:
- a. the Tenant shall be in default of any of its covenants and the default continues for a period of 30 days or a longer period as may be reasonably necessary to cure the default considering its nature after notice by the Landlord to the Tenant specifying the nature of the default and requiring it to be remedied; or
 - b. the Tenant shall make an assignment for the benefit of creditors, or shall make an assignment or have a receiving order made against him under the Bankruptcy Act, or becoming bankrupt or insolvent shall make application for relief under the provisions of any statute concerning bankrupt or insolvent debtors, or any action whatsoever, legislative or otherwise, shall be taken with a view to winding-up, dissolution or liquidation of the Tenant; or

then at the option of the Landlord, the term of the Lease shall become forfeited and void. The Landlord may, without notice of any form of legal process, forthwith reenter upon the Premises or any part of the Premises and repossess and enjoy it, anything contained in any statute or law to the contrary notwithstanding. Such forfeiture shall be wholly without prejudice to the right of the Landlord to recover arrears of rent or damages for any breach of covenant on the part of the Tenant. Notwithstanding any such forfeiture, the Landlord may subsequently recover from the Tenant damages for loss of rent suffered by reason of the Lease having been prematurely determined.

23 TERMINATION

- 23.1 The Landlord shall have the right to terminate this Lease or any renewal thereof at any time and to enter into possession upon giving the Tenant at least 120 days notice in writing. If such notice is given during a period for which the rent has been paid, the Landlord shall refund to the Tenant the part of the rent corresponding to the period covered by the rent but not enjoyed by the Tenant.

24 WAIVER

- 24.1 No waiver by the Landlord of any breach by the Tenant of any of its obligations shall be a waiver of any subsequent breach or of any other obligation, nor shall any forbearance by the Landlord to seek a remedy for any breach by the Tenant be a waiver by the Landlord of its rights and remedies with respect to such or any subsequent breach.

PART VI GENERAL PROVISIONS

25 NOTICES

- 25.1 All notices, demands and requests that may be or are required to be given by either party to the other shall be in writing.

- a. All notices, demands and requests by the Landlord to the Tenant shall be served personally or sent by registered mail addressed to the Tenant at:
President

Peace River, AB

Phone (780) 624-

Fax (780) 624-

or at such place as the Tenant may from time to time designate by written notice to the Landlord.

- b. All notices, demands and requests by the Tenant to the Landlord shall be served personally or sent by registered mail addressed to the Landlord at:

Town of Peace River

9911-100 Street

Box 6600

Peace River, Alberta T8S 1S4

Attention: Chief Administrative Officer

Ph: (780) 624-2574
Fax: (780) 624-4664

or at such other place as the Landlord may from time to time designate by written notice to the Tenant.

- 25.2 Notices, demands and requests which are served in accordance with Article 25.1 shall be deemed sufficiently served or given for all purposes hereof, in the case of those given by registered mail, on the third business day following the date of mailing.

26 FORCE MAJEURE

- 26.1 A party shall not be considered in breach of this Lease or under any liability to the other party for non-performance, part performance, defective performance or delay in the performance of its obligations under this Lease as a result of an event of Force Majeure, which means an event which is directly or indirectly caused by or is a result of any circumstance beyond the party's reasonable control, including but not limited to:

- a. acts of God,
- b. outbreak of hostilities, riots, civil disturbance, acts of terrorism,
- c. acts of a government or other authority (that is not caused by an error, omission or breach of law of the party) and which are resisted by the party using lawful and reasonable means,
- d. fire, explosion, flood, fog or bad weather,
- e. power failure or failure of communication lines,
- f. theft, malicious damage, strike, lock-out or industrial action of any kind,
- g. any failure, default, delay in performance, or any similar act or omission on the part of the other party,

but in no event shall a lack of funds be an event of Force Majeure for a party.

- 26.2 If the parties shall fail to meet their respective obligations hereunder within the respective times prescribed therefore and such failure shall be directly caused or materially contributed to by Force Majeure, such failure shall be deemed not to be a breach of the obligations of such party, provided however, in such event, such party shall use its best efforts to put itself in a position to carry out its obligations hereunder as soon as possible.

27 GENERAL TERMS

- 27.1 When necessary for the context, words importing gender include both genders, and words importing persons include natural persons, firms, partnerships, corporations and other entities.
- 27.2 The Tenant may register a caveat in the Land Titles Office in respect of its interest in the Lease, but shall not register the Lease and shall not cause to be registered any other charge, caveat or encumbrance without first obtaining the Landlord's written consent.
- 27.3 This Lease is binding on the parties and shall enure to the benefit of and be binding upon the approved assigns and successors of each of the parties. All covenants contained shall be deemed joint and several and all rights and powers reserved to the Landlord may be exercised by either the Landlord or its agents or representatives.

- 27.4 The law of the Province of Alberta shall govern this Agreement and the interpretation of this Agreement and the parties attorn solely to the jurisdiction of the courts in the Province of Alberta.
- 27.5 This Lease may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.
- 27.6 If any part of this Lease is void, prohibited or unenforceable, this Lease shall be construed as if such part had never been part of this Lease.
- 27.7 Time shall be of the essence.
- 27.8 Unless otherwise specifically provided in this Lease, no amendment, modification, or supplement to this Lease shall be valid or binding unless set out in writing and executed by the parties in the same manner as the execution of this Lease.
- 27.9 This Lease contains the entire agreement between the Landlord and the Tenant concerning the Premises and the subject matter of this Lease, and the Tenant acknowledges that it has not relied upon any representations, warranties, covenants, agreements, conditions or understandings except such as are set out in this Lease. The Tenant acknowledges and agrees that it shall have no rights or remedies, at law or in equity, in contract, tort or otherwise, in respect of any representation, warranty, covenant, agreement, condition or understanding not expressly set out in this Lease.
- 27.10 Schedule "A" forms part of this Agreement.
- 27.11 Any provisions of this Agreement which, expressly or by their nature, extend beyond the termination of this Agreement, shall survive any termination of this Agreement.

28 INDEMNITY OF LANDLORD

- 28.1 In no event shall the Landlord be liable for any special, indirect, incidental or consequential damages including, without limitation, lost profits, lost business revenue, failure to realize expected savings, loss of data or business information of any nature whatsoever, other commercial or economic loss of any kind or for any claim against the Landlord by a third party even if the Landlord has been advised of the possibility of these losses or damages, and regardless of the form of action, whether in contract or in tort except as caused by the negligence or willful misconduct of the Landlord, its employees or agents, to the extent so caused. Except as so caused by the negligence or willful misconduct of the Landlord, its employees or agents, to the extent so caused, the Tenant shall indemnify and save harmless the Landlord in respect of:
- a. all claims for bodily injury or death, property damage or other loss or damage arising from the conduct of any work by or any act or omission of the Tenant or any assignee, agent, employee and in respect of all costs, expenses and liabilities incurred by the Landlord in connection with or arising out of all such claims, without limitation including the expenses of any action or proceeding pertaining thereto. The Tenant shall insure that all contractors of the Tenant shall have equivalent insurance.

b. any loss, cost (including, without limitation, lawyers' fees and disbursements on a solicitor and his own client basis), expense or damage suffered or incurred by the Landlord arising from any breach by the Tenant of any of its obligations under this Lease;

c. all costs and expenses (including, without limitation, any costs on a solicitor and his own client basis) that may be incurred or paid by the Landlord in enforcing against the Tenant the covenants, agreements and representations of the Tenant set out in the Lease.

28.2 The indemnities set forth above shall survive the expiration or earlier termination of this Lease.

28.3 The Tenant shall, at all times, indemnify and save harmless the Landlord and/or any of its officers, servants or agents from and against all claims and demands, losses, costs, damages, actions, suits or other proceedings by whomsoever made, brought, or prosecuted, in any manner based upon, occasioned by or attributable to the execution of these Presents, or any action taken or things done or maintained by virtue hereof, or the exercise in any manner of rights arising hereunder, except claims for damage resulting from the negligence of any officer or servant of the Landlord while acting within the scope of its duties or employment.

28.4 The Tenant shall not have any claim or demand against the Landlord and/or any of its officers, servants or agents for detriment, damage, accident or injury of any nature whatsoever or howsoever caused to the Premises, or to any person or property, including any structures, erections, aircraft, equipment, materials, supplies, motor or other vehicles, fixtures and articles, effects and things erected, brought, placed, made or being on or about the Premises or in the improvements, unless such damage or injury is due to the negligence of any agent, officer or servant of the Landlord acting within the scope of its duties or employment.

IN WITNESS WHEREOF the Town has hereunto affixed its corporate seal attested by the hands of its duly authorized officers in that behalf, and the _____ has hereunto affixed its hand and seal, or has been duly witnessed, as of the day and year first above written.

TOWN OF PEACE RIVER

, CAO

society

Witness

SCHEDULE "A"
(Map of Premises)