

APPENDIX XVII

Terms and Conditions for Catholic Churches

1. The Landlord hereby leases and demises these Rooms/Areas in the Premises for the purpose of voting and covenants quiet enjoyment of the Rooms/Areas in the Premises to the Returning Officer working with and under the direction of the Office of the Chief Electoral Officer ("Elections Ontario") and acknowledges and agrees the general public shall be given free and unencumbered access to the Rooms/Areas in the Premises for voting.
2. Elections Ontario agrees to pay the Landlord the Total Payable fee noted and further agrees that its employees will not damage the Rooms/Areas in the Premises.
3. The Landlord shall not hinder access to the Rooms/Areas in the Premises by Elections Ontario and its employees, agents or contractors to prepare for and use the Rooms/Areas in the Premises for polling and vote counting and specifically agrees to give Elections Ontario access to the Rooms/Areas in the Premises 60 minutes before polls are required to open.
4. The Landlord covenants that the Rooms/Areas in the Premises shall be clean, lighted, and, as required, heated, all to Elections Ontario's satisfaction. The Landlord further covenants that the entrance/exit to the Rooms/Areas in the Premises and access to and from the building, within which the Rooms/Areas in the Premises are located in, to the nearest street, shall always be unrestricted, unhindered and unobstructed.
5. The Landlord acknowledges that access to the Rooms/Areas in the Premises is required by persons with disabilities along the route of travel shown in the attached diagram and, if identified by Elections Ontario, agrees to modification and/or remediation at the expense of Elections Ontario to the Rooms/Areas in the Premises specified in the **Remediation Schedule**.
6. If due to emergency or events that could not be reasonably foreseen the Rooms/Areas in the Premises are not available for polling, the Landlord will forthwith notify Elections Ontario and provide Elections Ontario with alternative Rooms/Areas in the Premises or other locations controlled by the Landlord that Elections Ontario approves.
7. The Landlord further agrees that Elections Ontario may, at its own discretion, include, in addition to the polling places listed above, more polling places in the Rooms/Areas in the Premises.
8. The Landlord shall provide unhindered and priority access to Elections Ontario and its employees to a telephone either within the Rooms/Areas in the Premises or the building in which the Rooms/Areas in the Premises are located in.
9. Elections Ontario may request the Landlord to provide tables and chairs for each polling place to Elections Ontario's satisfaction. If the Landlord agrees to do so, the Landlord shall assume the cost associated with providing such tables and

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chairs. If the Landlord does not agree to do so, the Landlord shall permit Elections Ontario to bring tables and chairs on the Premises.

10. The Landlord shall not rent to any person, corporation, association or any other type of organization that is not affiliated with the Landlord other premises owned, controlled or managed by the Landlord, that are within 500 metres of the Premises, if such other premises are to be used for partisan political purposes.
11. The Landlord acknowledges and agrees that the Rooms/Areas in the Premises shall be free of any material that directly supports or opposes a registered provincial political party or the election of a candidate to the Legislative Assembly and that Elections Ontario may remove any such and shall not be liable for any and all damages, however caused, resulting from such removal.
12. In the event any other agreement, licence, permit, or other document is signed by Elections Ontario with the Landlord, this agreement takes precedence in the event there is any difference or discrepancy.
13. Any harm or loss arising from a party's own wilful act or negligence or the wilful act or negligence of its employees and agents will not be compensated by any other party to this contract and the Tenant agrees to indemnify and save the Landlord and its officers and directors harmless from and against any loss, cost or damage which in any way results from bodily injury or property damage suffered by anyone who the Tenant invites or allows onto the premises which fall within the scope of the Tenant's operations.
14. Elections Ontario, to cover harm or loss arising from its own wilful act or negligence or the wilful act or negligence of its employees and agents has and will maintain during the term of this Agreement, coverage with respect to commercial general liability risks, as a "Protected Person" under the Government of Ontario General and Road Liability Protection Program (the "Protection Program"), which is funded by Her Majesty the Queen in Right of Ontario. The coverage shall provide limits of at least \$5,000,000 per occurrence, and is subject to all the terms, conditions and exclusions of the Protection Program. Elections Ontario will have the Landlord added to the Protection Program as an "Additional Protected Person" but only with respect to the operations of Elections Ontario. Elections Ontario shall upon request provide a Certificate of Liability Coverage evidencing compliance with the foregoing provisions prior to the commencement of the Agreement and, prior to the expiration date provided in any such Certificate, where such expiration date occurs during the term of this Agreement.