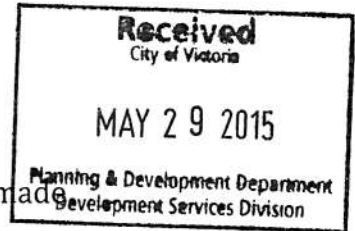


**AGREEMENT**

**This Agreement** dated this 29 day of May, 2015, is made



**BETWEEN:**

**JOANNE ROGERS,**

**(the "Developer")**

**OF THE FIRST PART**

**AND:**

**MODO CO-OPERATIVE,**

a Cooperative Association incorporated pursuant to  
the *Cooperative Association Act* of British Columbia

**("MODO")**

**OF THE SECOND PART**

**WHEREAS:**

**A.** The Developer proposes to develop a six (6) Unit rental housing development, on the property currently known by its civic address as:

**1046 North Park Street, Victoria, B.C.**

and more particularly known and described as:

**PID: 009-325-590**

**The Westerly 24 Feet of Lot 24, Suburban Lot 13, Victoria City, Plan 26.**

**(the "Development")**

**B.** MODO is a co-operative that facilitates car sharing for individuals and businesses as an alternative to privately-owned automobiles;

**C.** The Developer will designate one (1) parking space at the Development for the exclusive use of a MODO car sharing vehicle;

**D.** MODO will, at its cost, operate, maintain, repair and insure the car sharing vehicle and administer the car sharing program;

associated with the ownership of shares of MODO including, without limiting the generality of the foregoing, the obligation to pay any fee, monthly administrative fee, charge, fine or other cost to MODO or any other person;

**"Renter"** means the first and each subsequent party renting a Unit in the Development, from time to time;

**"Rental Agreement"** means any agreement between a party and the Developer for the occupancy of a Unit in the Development for any length of time;

**"Subject Shares"** means the specific membership shares in MODO purchased by the Developer for the benefit of the Renters of the Development from time to time;

**"Units"** means the individual accommodation units available for rent in the Development; and

## **II. OBLIGATIONS OF THE DEVELOPER**

1. The Developer will be the owner and developer of the Development, upon which there is to be built a rental accommodation building, which building will contain six (6) Units.
2. On the date this Agreement is executed, the Developer will forthwith pay MODO a non-refundable legal/administration fee of \$300.00. The Developer further agrees that the payment of the legal/administration fee is a reasonable estimate of damages suffered by MODO if this Agreement is terminated.
3. On the issuance by the City of Victoria of the appropriate and approved Building Permit or Permits or similar purpose document for the Development, the Developer will forthwith tender payment of \$3,000 to MODO, representing the price to purchase Fifty (50) MODO Subject Shares on behalf of each and every Unit to be occupied by the Renters of the Development (6 Units). (The price of each Subject Share will be \$10, for a total price \$3,000.)
4. The Developer will own the parking lot of the Development, and will provide one visible and accessible parking spot, the location of which is to be acceptable to MODO, for the exclusive purpose of parking a Vehicle provided by MODO. The parking spot will have adequate signage at the behest and expense of MODO, as required by Article 13 herein.
5. Subject to Article 17 herein, the Developer will ensure that binding Rules in the form attached hereto as Schedule A will be included with the Rules and Regulations of any and all Rental Agreements that the Developer or its

- (c) no Renter has any right to require MODO to redeem any Subject Shares per Unit held by the Developer for the benefit of such Renter or to receive any amount that may be payable upon the redemption thereof;
  - (d) on a record date the Developer will be entitled to receive any dividend on the Subject Shares of each Unit held by the Developer for the benefit of such Renter which may be declared by MODO as being payable to the owners of its shares on such Record Date; and
  - (e) each Renter of a Unit of the Development will be responsible for and will save the Developer or its subsidiaries or any successors or assigns harmless from any and all Membership Obligations incurred by such Renter and any and all actions, causes of action, costs or claims of whatsoever type or nature levied or made by MODO or by any other person as a result of or in connection with such Renter's participation in the activities of MODO, use of MODO vehicles or otherwise associated with the Subject Shares of, or membership in, MODO held by the Developer or its subsidiaries or any successors or assigns for the benefit of such Renter.
11. The Developer will notify MODO when there is a change in the occupancy of one of the Units, or when a Renter ceases to be a Renter in the Development.

### **III. OBLIGATIONS OF MODO CO-OPERATIVE**

12. MODO will provide the Developer with marketing materials to promote active car share membership to potential Renters.
13. MODO will at its expense post appropriate signage on the parking spot allotted by the Developer for a MODO Vehicle.
14. MODO will provide orientation and membership activation services to all Renters wishing to participate in MODO or use MODO vehicles.
15. When requested by a new Renter, or when notified by the Developer of a change in occupancy of a Unit of the Development, cancel the Subject Shares issued for the benefit of the previous Renter and reissue shares for the benefit of new Renter, as the case may be, and amend the MODO share register accordingly.

### **IV. TERMINATION AND MODIFICATION**

16. The Developer and MODO agree that, if after execution of this Agreement, through no fault of their own, the Developer does not receive the Development Permit from the City of Victoria and/or appropriate public

subject matter of the Project or any direct or indirect interest in the parties to this Agreement.

23. The party initiating the dispute shall send a notice of dispute in writing to the other party which notice shall contain the particulars of the matter in dispute and the relevant provisions of the Agreement. The responding party shall send a notice of reply in writing to the other party to the dispute within ten (10) days after receipt of the notice of dispute, setting out particulars of its response and any relevant provisions of the Agreement.
24. After a period of ten (10) days following receipt of a responding party's written notice of reply, the parties shall request the Mediator to assist the parties to reach agreement on any unresolved dispute. The Mediator shall conduct a non-binding mediation of the dispute according to the rules and procedures as determined by the Mediator.
25. If the dispute has not been resolved within ten (10) days after the Mediator was requested under Article 30 to assist the parties to reach agreement, or within such further period agreed to by the parties, the Mediator shall terminate the mediated negotiations by giving notice in writing to both parties.
26. Except for claims for injunctive relief, all claims, disputes and other matters in question between the parties to the Agreement arising out of or relating to this Agreement which are not resolved by use of the Mediator, shall be decided by final and binding arbitration before a single Arbitrator in accordance with the *Commercial Arbitration Act* of British Columbia. The parties shall agree upon the Arbitrator within fifteen (15) days of the Mediator terminating the mediated negotiations. Failing such agreement between the parties, such Arbitrator shall be finally chosen by reference to a Judge of the Supreme Court of British Columbia. The Arbitrator shall not have any direct or indirect interest in the subject matter of the Project or any direct or indirect interest in either party or subsidiaries of the parties to this Agreement. No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person not a party to this Agreement, except by written consent containing specific reference to this Agreement and signed by the Owner, the Contractor and any other person sought to be joined. This provision shall be specifically enforceable in any Court of competent jurisdiction.
27. The parties covenant and agree that an arbitrator appointed hereunder has the power, among other things, to specifically declare that a party to this Agreement is in default of the terms of the Agreement and, in appropriate circumstances, declare that the Agreement is terminated and award damages for breach of contract or otherwise.

## NOTICES

31. Notices under this Agreement shall be given to the following addresses:

**Joanne Rogers**

2700 Herbate Road,  
Victoria, BC, V9B 6J7

**MODO Co-operative**

200 - 470 Granville Street  
Vancouver, BC, V6C 1V5

32. All notices are deemed to have been delivered on the next business day following its posting, faxing or emailing.
33. Addresses for Notice may be amended by written notice from one party to the other.

## GENERAL

34. Time is of the essence in this Agreement.
35. If any provision of this Agreement, or the application therefore in any circumstances shall be held to be invalid or unenforceable, then the remaining provisions or the application thereof to other circumstances shall not be effected thereby and shall be held valid and enforceable to the full extent permitted by Law.
36. For the purposes of the interpretation and application of this Agreement and where required the singular number shall be deemed to include the plural.
37. This Agreement is governed by, and to be interpreted in light of, the laws of the Province of British Columbia.

## **SCHEDULE A**

### **RULES ATTACHING TO THE MEMBERSHIP SHARES IN THE MODO CO-OPERATIVE**

1. The Developer, Joanne Rogers, or its subsidiary or assignee, has entered into an Agreement with MODO Co-operative (MODO) whereby MODO has issued fifty shares and partnership memberships for the benefit of the current Renter of each Unit in the Development (the "Agreement").
2. The Developer is the legal owner of the shares. Renters may enjoy the benefits of those shares subject to obtaining membership in MODO. Each Renter is entitled to the benefit of the shares of MODO without payment. If there is more than one Renter of a Unit, the shares will be held jointly. For the purposes of these Rules and where required the singular number shall be deemed to include the plural.
3. Renters may make use of vehicles provided by MODO pursuant to the Agreement, and pursuant to the Policies and Rules of membership in MODO.
4. In order for a Renter to make use of the Vehicles, the Renter must apply to use them, such application including but not limited to the following:
  - a. The Renter must provide written notice to MODO of the name of the occupant that is to exercise the benefits of MODO membership;
  - b. The Renter must provide contact information and any other information required by MODO regarding the Renter that would allow MODO to determine if the Renter qualifies to exercise the rights and benefits of membership as provided herein and by the Rules and policies of MODO.
5. The Developer will immediately inform MODO in writing when a Renter who applied to use a vehicle under Rule 4 above has ceased to be a Renter.
6. Each Renter eligible for a membership in MODO may only exercise the rights and benefits of membership if the person would otherwise qualify and /or meet the requirements for those rights and benefits as they are from time to time.
7. If at any time a Renter does not meet the criteria for the rights and benefits of membership, then the Renter may not exercise any MODO membership rights and benefits until such time that the Renter may again qualify for the rights and benefits of membership according to the rules for such membership as set out herein and in the Rules and policies of MODO.