

**CLUBHOUSE/COMMUNITY CENTRE**

**MANAGEMENT AGREEMENT**

TRI-WEST RESORTS LTD.  
SPRUCE VIEW, ALBERTA

Internet Copy

## **CLUBHOUSE OPERATION AND MANAGEMENT AGREEMENT**

**THIS AGREEMENT MADE** this 12<sup>th</sup> day of February, 1998.

**BETWEEN:**

**The Owners: Condominium Plan #9521060**  
**and**  
**The Owners: Condominium Plan #9820277**  
(hereinafter called the "Condominium Associations")  
**OF THE FIRST PART**

**AND**

**Tri-West Resorts Ltd.**  
  
(hereinafter called "Operator")  
**OF THE SECOND PART**

### **BUILDING OPERATIONS AGREEMENT**

**WHEREAS** Tri West has, at its sole cost and expense, constructed a clubhouse/community hall facility (facility) for use by the operator and the various condominium associations located on the developed land known as the Tri-West Resort or the Gleniffer Lake Resort and Country Club;

**AND WHEREAS** the use of the facility by the various condominium associations is conditional upon the said associations executing this agreement and upon the continued observance by the said condominium corporations and its members of the terms and conditions hereof and the rules and regulations from time to time made for the better operation of the facility by the Operator;

**AND WHEREAS** the condominium corporations have agreed to share the costs and expenses of operating the facility through the assessment of additional condominium fees to their members, such fee to be determined on a pro-rata basis by the operator in its sole discretion acting reasonably, and which fee will include all operating costs including, but not limited to; all taxes, levies, assessments, fees (including management) utilities, insurance, staffing, cleaning and maintenance, repairs and replacement, snow removal, and landscape improvements and maintenance;

**AND WHEREAS** the overall development by the Operator contemplates the addition of six additional Condominium Corporations or Associations over the next several years;

**AND WHEREAS** it is the intention of the parties hereto that as each additional association is formed it will agree to the terms hereof and execute this agreement and be bound by the terms and conditions thereof;

**AND WHEREAS** Tri-West will operate and manage the facility in accordance with the terms and conditions of this agreement;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the covenants and agreements herein contained the parties hereto do hereby agree as follows:

1. The effective date of this agreement shall be the date upon which the "Clubhouse Facility" currently being constructed at the Tri-West Resort, sometimes referred to as the Gleniffer Lake Resort and Country Club, is substantially complete and ready for use as herein provided.
2. From and including the effective date hereof, Tri-West (the Operator) shall manage the facility on its behalf and on behalf of the Condominium Corporations using its best efforts and ability, Management functions include, but are not limited to the following:

- a) development and implementation of operating budgets for the facility;
  - b) the development and implementation of "Rules and Regulations" governing the use of the facility;
  - c) the development and maintenance of a "Policy and Procedures Manual" for employees involved in management, operation and maintenance of the facility;
  - d) the development and implementation of a training program for management and employees of the facility;
  - e) development and implementation of a supervisory and accountability (chain of command) policy for employees;
  - f) development and implementation of employee productivity and quality of service standards,
  - g) evaluation of industry trends and competition to ensure competitiveness of product and service by the facility's operations and employees.
3. The Condominium Associations do hereby agree to assist, consult with, and co-operate with the Operator in implementing policies, rules and regulations developed or to be developed by the Operator in management of the facility.
4. The Condominium Associations shall pay the Operator as and for consideration for Management services the annual sum of (Fee included in Annual Budget).
5. The Management Fee referred to in paragraph 4 above shall be annually in advance on the 1<sup>st</sup> day of May.
6. Where any notice, direction or other communication is required or permitted to be given or made by one of the parties to the other, it may be given by personal delivery or by registered mail to such party at:
- To the Condominium associations at their various office addresses as communicated to the operator.
- To the Operator at  
P.O. Box 81  
Spruce View, Alberta, T0M 1V0  
Or at the office of Randy Westergaard, Gleniffer Lake Resort
7. The parties hereto covenant and agree that in the event there is a dispute relating to the interpretation of this Agreement then the said dispute shall be settled by Arbitration pursuant to the provisions of the Arbitration Act then in force in Province of Alberta.

**IN WITNESS WHEREOF Tri-West Resorts Ltd. and The Owners: Condominium Plan #9521060 and The Owners: Condominium Plan #9820277** have executed this agreement and affixed their corporate seals by the hand or hands of their proper officers duly authorized in that behalf on the day and the year first above written.

**The Owners: Condominium Plan #9521060**

per: \_\_\_\_\_ c/s

**The Owners: Condominium Plan #9820277**

per: \_\_\_\_\_ c/s

**Tri-West Resorts Ltd.**

per: \_\_\_\_\_ c/s

