

# Niagara Commercial Properties User Agreement

BETWEEN:

#### NIAGARA ECONOMIC AND TOURISM CORPORATION

(Hereinafter called "NETC")

Of the First Part;

- and -

# CORPORATION OF THE TOWN OF PELHAM (Hereinafter called "the Town")

Of the Second Part;

Niagara Economic and Tourism Corporation (NETC) hereby agrees to permit the Corporation of the Town of Pelham (Town) to use the database for Niagara Commercial Properties, for a term of one (1) year, automatically renewable, until terminated.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of TWO DOLLARS (\$2.00) now paid by the Town to NETC (the receipt of which is hereby acknowledged), the parties hereto mutually covenant and agree as follows:

#### 1.0 AGREEMENT

- 1.1 The Niagara Commercial Properties database ("Database") and web site "www.NiagaraCP.com", collectively, ("NiagaraCP") are owned and operated by Niagara Economic and Tourism Corporation ("NETC") and operated in conjunction with Commercial Realtors, Niagara Association of Realtors, approved Economic Development Professionals and property owners/managers. Herein, individual realtors, association representatives, economic development professionals and property owners/managers with access to the system are referred to as the "User". This property system is provided to the Town's Users (hereinafter referred to as "User") under the terms and conditions of this Niagara Commercial Properties User Agreement and any amendments thereto and any operating rules or policies (collectively "Agreement"). NETC reserves the right, in its sole discretion, to change, modify, add or remove all or part of the Agreement at any time. Notice of such changes and/or modifications will be sent to Users in writing.
- 1.2 By accepting the terms and conditions of the Agreement, the User represents and warrants:
  - a) That he or she is authorized by NETC to access the secured areas of NiagaraCP. The User agrees to provide, to the best of his or her knowledge, true, accurate, current and complete information about the User as prompted by the NiagaraCP User Registration Form. The User agrees to maintain and update this information to keep it true, accurate, current and complete. The registration of the User may be terminated by NETC if:
    - any information provided by the User is untrue, inaccurate, not current, or incomplete,
    - the User is no longer authorized, for reason of change of status, through which he or she obtained NETC authorization.

NETC has the right to terminate registration of the User subject to the above misuse or change of status and refuse any and all current or future use of NiagaraCP.

b) That property information provided to NiagaraCP by the User includes to the best of the User's knowledge true, accurate, current and complete available data as prompted by the NiagaraCP Property Listing Form (in print form or online). The User agrees to maintain and update this information to keep it true, accurate, current and as complete as possible. If any information provided by the User is untrue, inaccurate, or not current, NETC has the right to change, modify, add to or delete any property data in whole or in part. Notice of any changes,

modifications, additions or deletions will be provided to the User by e-mail. If the User does not have an email address, notice will be given to the e-mail address from which the data was input.

- 1.3 Users, other than those excepted, will be restricted to public view for all properties other than their own. As an exception approved Economic Development Professionals and the Niagara Association of Realtors representatives will be permitted full access to additional information, submitted by Users directly or through the Niagara Association of Realtors. Additional information is defined as data that is not available in the public view.
- 1.4 By completing the NiagaraCP User Registration the User agrees to be bound by the Agreement. If these terms and conditions or any future changes are unacceptable to the User, the User may cancel this agreement pursuant to Section 5.0 regarding termination of service.
- 1.5 By entering into this agreement with the User, NETC agrees to:
  - a) market properties submitted to the NiagaraCP database using the NiagaraCP website.
  - b) maintain the NiagaraCP website as part of NETC's global investment marketing initiative.
  - c) maintain NiagaraCP as part of NETC's Investment Marketing Strategy for an initial period of 1 year.
  - d) add up to two additional contacts, if those two users have authority to offer the property for sale or lease.
- 1.6 NETC and the local municipalities, including their economic development organizations, are given the authority to download sites within their jurisdiction for economic development purposes with the following conditions:
  - a) The information obtained from NiagaraCP may not be altered in any manner.
  - b) All downloaded information that is published must be updated monthly.
- 1.7 The User agrees that any information marked "Restricted" will not be reproduced or published, unless it is the User's own restricted information.

#### 2.0 DESCRIPTION OF NiagaraCP

- 2.1 NiagaraCP is a marketing tool that is operated by NETC in conjunction with the Niagara Association of Realtors. NiagaraCP allows Users to store and retrieve information on available commercial and industrial properties throughout Niagara Region.
- 2.2 NiagaraCP provides an interactive interface, allowing the global investment community to search for available commercial and industrial properties.

#### 3.0 OBLIGATIONS OF THE USER

- 3.1 The User acknowledges that all data that is User added to the Database is the responsibility of the User as to completeness and accuracy, through verification of and corrections to the data.
- 3.2 The database, and all information contained in NiagaraCP in all forms, save and except the data provided by the specific User however published or made available, is the confidential and sole property of NETC for use by the User, in common with the global investment community, subject to this Agreement. Confidential information provided and marked as restricted, both in the input form and view for Economic Development Professionals, the Niagara association of Realtors and local municipal Users only, is for the sole use of the Users. Restricted information as marked is not to be used in whole or in part by a User except in the course of the investment marketing endeavours of the User.
- 3.3 Database usernames and passwords are for the sole and exclusive use of the User and disclosure to anyone is prohibited. Disclosure of a password to a third party gives NETC the right to terminate the registration of the User and refuse current and future use of the database.
- 3.4 The Town agrees that for the purpose of this agreement the Users for the Town shall be as shown on appendix A, attached hereto and forming part of this agreement.
- 3.5 The right of the User to provide data pertaining to the sale or lease of a property must be authorized by the owner. In the event that one or more than one User submits data on the same property to NiagaraCP, only the user who first submitted an authorized listing will have edit privileges. The name and contact information only of the second and third submitting user will be added to the data.

#### 4.0 AUTHORIZED USE AND ACCESS TO INFORMATION

- 4.1 The information contained in the Database marked Restricted and not provided by the User, is confidential and shall not be used for unauthorized uses. The User may not store, electronically or otherwise, any additional information submitted by other Users.
- 4.2 "Authorized Use" means;
  - a) the extraction of data from the Database by Users in good standing necessary to assist them in, the trade of real estate property or to give
  - b) assistance to site selectors in their search for commercial or industrial land or buildings;
  - c) any specific use authorized in writing by NETC,
  - d) any User can extract any data, provided by itself to NETC,
  - e) the Town Users may extract from the Database any data not marked restricted for the incorporation into their own website or other Economic Development documents.
- 4.3 "Unauthorized Use" means any use not set out in section 4.2 and includes but is not limited to:
  - a) reproduction of the data, which is not provided for in the agreement;
  - b) the alteration, modification, destruction or reformatting of the data on the Database in any form whatsoever, electronic or otherwise; and
  - c) the sale and distribution of any portion of the Database to any third party.

#### 5.0 TERMINATION

- 5.1 The User may terminate this Agreement at any time via written correspondence to NETC.
- 5.2 NETC may, at its sole discretion, terminate this Agreement if any of the following occur:
  - a) The User ceases to meet the terms and conditions of this Agreement;
  - b) NETC ceases to operate the Database.

5.3 All fees paid to NETC, for NiagaraCP if applicable, are non-refundable.

#### 6.0 LIMITATION OF LIABILITY & INDEMNITY

- Notwithstanding anything in this agreement, NETC does not in any manner guarantee that any display of any information in the Database, whether on screen or in a printout or printed material, is complete or wholly accurate or that any service will function without failure or interruption.
- 6.2 The use of the services and information is solely at the risk of the User and in no event shall NETC be liable for any damages of any amount or kind for such use, even if User advises NETC of the possibility of such damages.
- 6.3 NETC makes no warranties, representations, promises, conditions or undertakings whatsoever, whether expressed, implied, collateral or otherwise, regarding the services of the display of any information from the Database, whether on screen or in a restricted view or in a printout or in printed material. NETC hereby expressly disclaims any and all other warranties and conditions (including those of merchantability and fitness for any particular purpose) whether arising by situation, or operation of law, or from a course of dealing or usage of trade, or otherwise.
- 6.4 NETC the Town and the User shall not be responsible to each other for any indirect, special or consequential damages or any other obligation or liability arising out of, or in any way connected with, this Agreement or information supplied hereunder, including computer failure or interruption, negligence or fundamental breach.

#### 7.0 AMENDMENTS

7.1 Both the User and NETC retain the right to amend this Agreement at any time in order to reflect changes including, without limitation, hardware or software or administrative changes, subject to both parties executing the said amendment to this agreement.

#### 8.0 INDEPENDENCE OF PARTIES

8.1 It is understood and agreed that NETC is acting solely in the provision of services to the User, and in no way is legally or otherwise associated with the business operations of the User.

#### 9.0 LINKS

9.1 Without limiting the effect of Article 6.0, User agrees that NETC is not responsible for the contents of any off-site links to this web site.

#### 10.0 NOTICES

10.1 All notices contemplated or required shall be effective if sent via e-mail unless otherwise stated in this agreement.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective corporate seals duly attested by the proper signing officers in that behalf duly authorized.

Thomas Abel-

NIAGARA ECONOMIC & TOURISM

July 3/02 Date

CORPORATION OF THE TOWN OF PELHAM

1

Mayor

bhenyle medette

JUNE 17 20

Date

#### APPENDIX "A"

# Commercial Properties Niagara User Registration Form

		Realtor and I meet the following criteria:			
	Α.	That I have read and agree to abide by the terms and conditions of the Commercial Properties Niagara User Agreement			
	В.	That my status as a user of Commercial Properties Niagara is restricted as set out in the Commercial Properties Niagara User Agreement and will cease immediately upon relinquishing registration with the Real Estate Council of Ontario.			
Ø 1	am ai	n Economic Development Professional (EDP) and I meet the following criteria:			
		I declare that I am employed by the Corporation of the City/Fown/Township of			
		PELHAM in the Regional Municipality of Niagara to act for the City/ Town/Township			
	R	Corporation in Economic/Business Development matters.  That I have read and agree to abide by the terms and conditions of the Commercial Properties Niagara User			
	Σ.	Agreement			
	C.	That my status as a User of Commercial Properties Niagara is restricted as set out in the Commercial Properties Niagara User Agreement and will cease immediately upon a change in my occupational status.			
	am a I	Property Owner or Manager and meet the following criteria:			
		That I have read and agree to abide by the terms and conditions of the Commercial Properties Niagara User			
	n	Agreement That my status as a year of Commonsist Branchica Niceans is restricted as act out in the Commonsist Branchica			
	В.	That my status as a user of Commercial Properties Niagara is restricted as set out in the Commercial Properties Niagara User Agreement .			
		Name: G- CHERNEY			
		Title: C. A.O.			
		10			
		1 7 1			
		Address: 20 PELWAM TOWN SO., FONTHILL, ONT.			
		Phone: <u>905-891-2607</u> Fax: <u>905-892-5055</u>			
		Email: finance Otown pelhamon ca			
		Signature: ( Carner '			
		Date: JUNE 17, 2002			
	Too	gin type:			
		I require a username and password to add/modify site information.			
		I require only a username to enable the Real Estate Board to add/modify site information on my behalf.			
	ſ				
		R OFFICE USE ONLY Date			
		cess Level:			
		Read/Write Own Listings, public and restricted fields			
		Read All Listings, public and restricted fields			



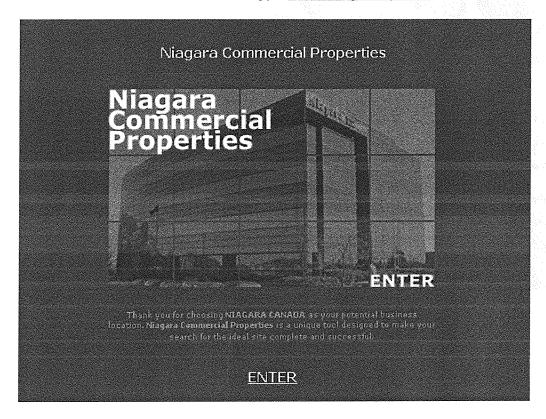
**April**, 2002

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### 1.0 Connecting to Niagara Commercial Properties

- 1. Connect to the Internet (If applicable)
- 2. Open Internet Explorer / Netscape
- 3. In the Address / Location bar type www.niagaracp.com



4. Click on the main image or the ENTER link to enter the site.

#### 4. Contact Us

 The contact information for Niagara Commercial Properties directs general, site selection and technical inquiries to the appropriate parties.

#### 5. Links

 Any registered user or partner in the development of Niagara Commercial Properties may post a link to his/her business web site.

#### 6. Post a Site

 The Post a Site function links Users to the User interface. The User interface is password restricted to protect the integrity of the site information and is where Users post, edit or download sites, view and edit their profile and obtain help.

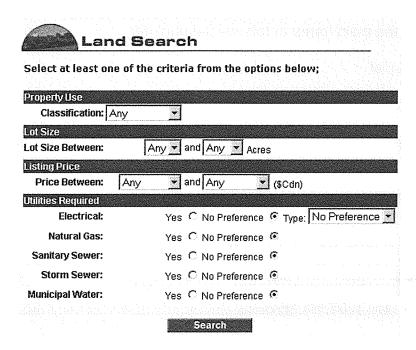
#### 7. Frequently Asked Questions

 Frequently Asked Questions provides answers to some of the most common questions asked by visitors to the site. A more complete Help section is located in the User interface to assist in answering the questions from our Users.

The bulk of this training manual will focus upon:

- Searching for sites
- Posting and editing site information

#### 2.1 Land Search



Visitors to the site are asked to select one or more search criteria. Options are:

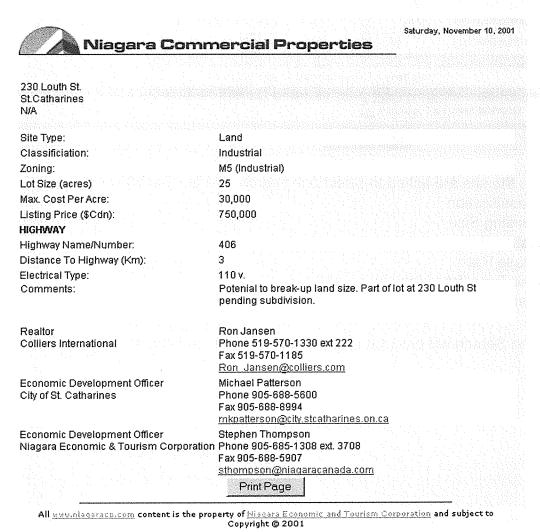
- Classification
- Lot size
- Listing Price
- Utilities

Clicking on Search will produce a list of all properties meeting this basic search criteria.

You are now presented with a list of properties meeting your search requirements AND four options:

- get more information about a property
- revise your search
- start a new search
- narrow your search with the advanced search feature

Click on a property address to view the "Land Detail" about the site.



All the information input by the user for public viewing is now displayed.

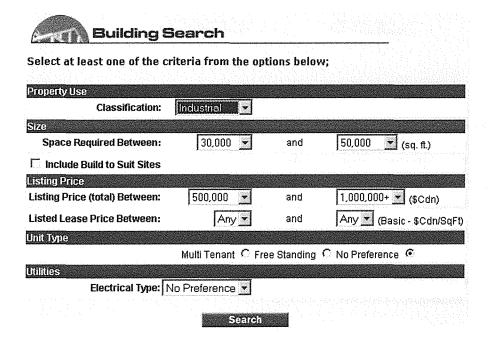
### **Building Search Walkthrough:**

Click on Building Search from the main frame or left navigational bar.

Select Classification: Industrial

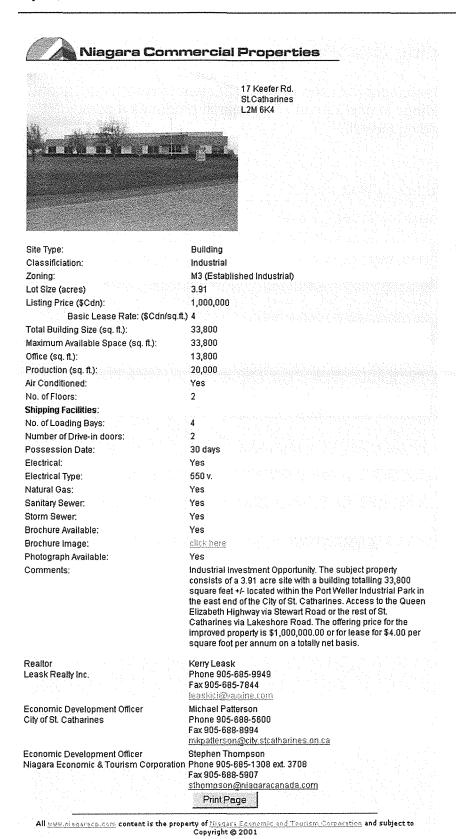
Building Size Between: 30,000 and 50,000 sq. ft.

Listing Price Between: \$500,000 and \$1,000,000



Click on: Search

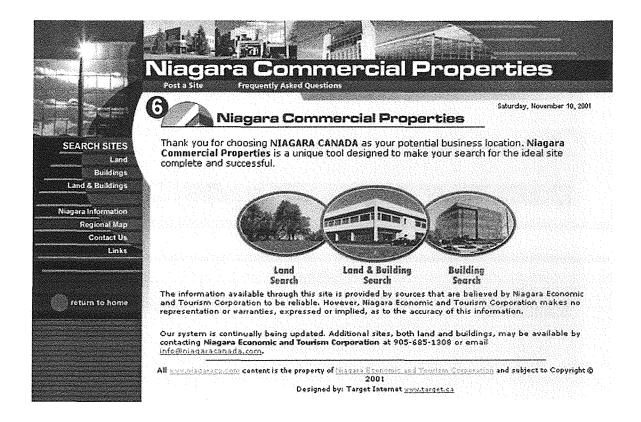
The following "Building Result" will appear:



## 3.0 Logging in to Niagara Commercial Properties

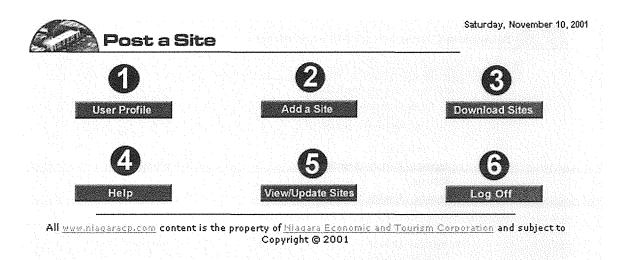
Click on the Post a Site button





#### **User Interface**

The User interface is where the User interacts with the system through a number of sophisticated features to manipulate and update the databases that support Niagara Commercial Properties.



1. User Profile

To view or edit the contact information on the user

2. Add a Site

To post data on new available land or buildings

3. Download Sites

To download a text (delimited) file of a User's sites

4. Help

For assistance with the site

5. View/Update Sites

To edit or remove existing sites

6. Log off

To close the session and protect security

#### 3.2 Add a Site - Part 1: General

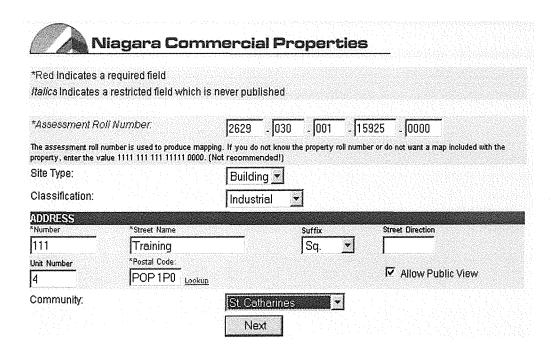
Users may post a site directly to Niagara Commercial Properties by logging into the website.

To post a site, click on the Add a Site button on the main User interface.

The input form is divided into three pages to organize and streamline input.

The first form contains basic address information. The assessment roll number and address are required.

To protect confidentiality, the address can be hidden by unchecking the "Allow Public View" box. We strongly advise against this except in extreme situations.



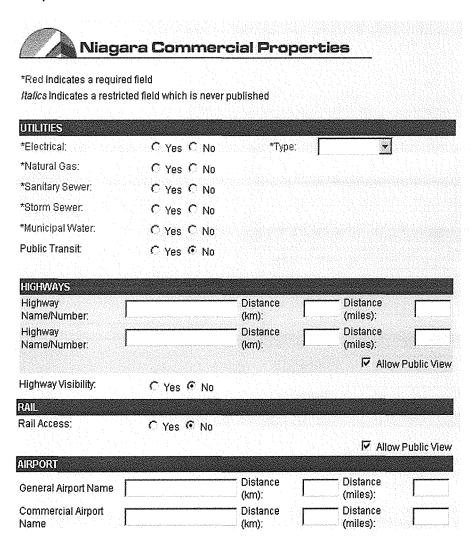
Niagara	Commercia	l Properties	Sunday, Narch 24, 2002
"Red Indicates a required fle ""Red Indicates Listing Price Halics Indicates a restricted for	e and or Basic Lease A:		
Building Name:		•	R Allow Public View
Zoning:	M1 (Industrial)		
Lot Size:		Acres	
***Listing Price;	\$Con 1000000	744109	✓ Allow Public View
Sile Ownership	C Public © Private		
Business Park Name			✓ Allow Public View
ANNIAL LEASE PATE			
Total Lease Rate:	8 scan/sqn		Allow Public View
***Basic Lease Rate	4 Sconing t		Allow Public View
Common Area Maintenance:	Andreas and a second		Allow Public View
Taxes:	1		Allow Public View
Assessed Value:	***************************************		
TOTAL BUILDING SIZE	\$Cdn		MATRICE STATE
Length feet	Width fee	t Total area (sq. ft.)	procedural principal colores.
Maximum Potential Building			
		sq¢	
SOUARE FEET AVAILABLE		<b>-</b>	
*Total (Maximum)	Office	sq.ft Production	i sq.t
Total (Minimum):		sq#.	
Max Contiguous Space:		sq#	
BUILDING AMENITIES			
ConstructionType:	□ Brick □ PreCast		
	Concrete Block		
	☐ Metal		
	T Wood Frame		
*Und Type:	C Musti Tenant G Fre	e Standing	
Ceiling Height (feel)	Minimum:	feet Maximum:	feet
Air Conditioned:	C Yes @ No		
Sprinkler Available:	C Yes & No		
Heat Type:	☐ Baseboard		
	Forced Air		
	F Hot Water		
	I Radismt ⊏ Space		
	☐ Stove		
Crane Available: C Yes	G No Tonnage:		Tons
Number of Floors:			
Sq.Ft. per Floor:		/sq.ft.	
Elevators: C Yes C No	Capacity (Tons):	Lawrence and the second	Tone
Column Spacing (Bay Size):			Tons
	MANAGEMENT OF THE STATE OF THE	feet	
Construction Year:		Cactual (	• Approximate
Handicap Access:	C Yes @ No		
	Next		

#### 3.2.3 Add a Site - Part 3: General

The third input screen requires that Users input:

- Utility information
- The site owner's name

Note: The owner information is private information and therefore not visible to the public



The third input page also allows a User to include a digital site picture and a digital brochure of the site. Users may select from the .GIF and .JPG formats. We recommend a picture under 50k in file size and with the pixel dimensions of  $300 \times 225$  at 72 dpi.

The following interface is provided to facilitate this:

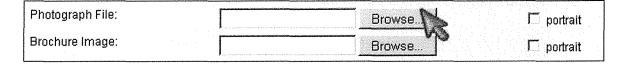
Photograph File:	Browse   Doortrait
Brochure Image:	Browse □ portrait

With the picture stored on your hard drive or floppy drive either:

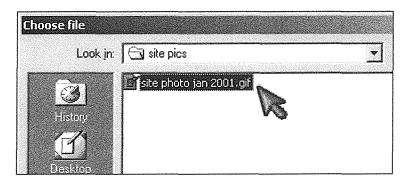
(a) type the path of the image in the text box, or

Photograph File:	a:/sitepic.gif Browse □ portrait	. i
Brochure Image:	Browse	1

(b) click on Browse



navigate to the correct picture, select it



### 3.2.4 Add a Site – Field Descriptions

To assist users in data input, this section describes every input field and the data it was the form was designed to accommodate.

### **INPUT SCREEN 1 (Land and Buildings)**

Assessment Roll Number

The assessment roll number is a 15 digit number required by most real estate systems including this one. The roll number is a unique identifier assigned by the Local Municipality.

The first four digits of each roll number are unique by municipality:

Fort Erie: 2703 Grimsby: 2615 Lincoln: 2622

Niagara Falls: 2725

Niagara-on-the-Lake: 2627

Port Colborne: 2711

Pelham: 2732

St. Catharines: 2629

Thorold: 2731 Wainfleet: 2714 Welland: 2719 West Lincoln: 2602

The next 3 digits refer to the ward

The following 3 digits refer to the poll

The next 5 digits refer to the property

The final 4 digits are used by the user to distinguish between units. If the site is free standing, enter 0000

#### Site Type

The site type refers to whether the site is a building or land only.

#### Classification

The classification refers to whether the use of the site is Industrial, Commercial or Agricultural.

### LOT INFORMATION (Only applicable for land)

#### Lot size

The lot size is a required field and should be entered in acres.

#### **Listing Price:**

The listing price should be entered as the total asking price for the land.

#### Publicly owned:

If the site is publicly owned, select yes.

#### **Business Park Information:**

Is the site is within a business park you may select the appropriate business park from the drop down list. If the appropriate business park name is not on the drop down list, please contact our office so we may add it.

Enter the total size of the business park in acres.

Enter the total number of lots in the business park.

Enter the total number of lots available in the business park.

Enter the size range of business park lots (in acres).

Enter the maximum contiguous lot size for that piece of land (the maximum lot size that could be created by merging abutting (or adjoining) land.

Enter the cost range per acre of land in the business park.

#### **Maximum Potential Building Size**

For build-to-suit properties enter the maximum potential building size.

# BUILDING INFORMATION (Only applicable for buildings)

#### **Business Park Name:**

If the site is within a business park you may select the appropriate business park from the drop down list. If the appropriate business park name is not on the drop down list, please contact our office.

#### **Annual Lease Rate:**

The total lease rate is the per square foot lease rate.

The basic lease rate is per square foot lease rate and is required for all properties for lease.

Common area maintenance and taxes are also calculated on a per square foot basis and when totaled with the basic lease rate equal the total lease rate.

#### **Square Feet Per Floor:**

For multi-floor buildings, input the total square feet per floor

#### **Elevators:**

For multi-floor industrial sites with elevators, select yes and input the capacity in tons.

#### Bay Size:

For industrial sites, enter in feet the bay size (spacing between columns).

#### Construction year:

The construction year should be entered and whether it is an actual or approximate.

#### Handicap access:

If the site is handicap accessible, select yes.

### **INPUT SCREEN 3 (Land and Buildings)**

#### **Utilities:**

It is **very important** that utility information be provided about each site to ensure the property is displayed when a user searches for a site with utilities.

#### Shipping facilities:

The number of loading bays and drive-in doors may be entered for industrial sites.

#### Onsite parking:

The number of parking spaces may be input as can the parking ratio per building square feet. For example: 1:200.

#### **Public Transit:**

If the site is serviced by public transit, select Yes.

#### Highways:

The details on the distance to one or two highways may be input.

#### **Highway Visibility:**

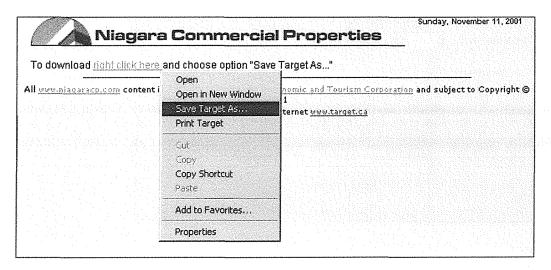
If the site is visible from the highway, select Yes to Highway Visibility.

#### 3.3 Download Sites

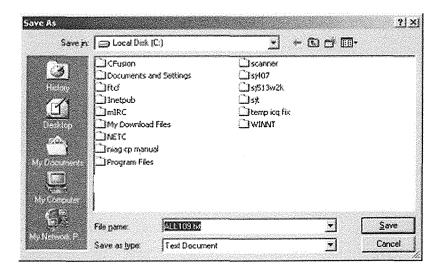
By clicking on the "Download Sites" button on the main User interface, a User can download all his/her sites.

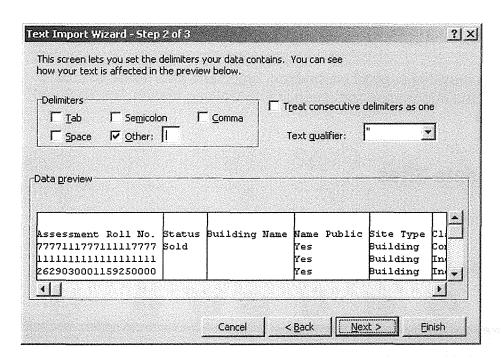
From the download sites screen, RIGHT clicking on the link and select "Save Target As."

Note, if you are responsible for many sites, it may take several minutes for the download to initiate as the file is created.



You are then prompted for a location to save the file. Choose a location that you will remember and then click Save.





The import procedure will vary from computer to computer and we recommend you consult with your software vendor or Information Support professionals who are most familiar with your computer and its configuration.

Note: the file may not import cleanly if tabs are inserted in any fields or if the final submit is not completed on entering/editing a site.

property is sold or leased or if the listing expires, the User is required to change the status of the site to deactivate it. When changing the status of a property, some basic information is required. This information is kept confidential and is only used in aggregate for tracking purposes.

#### 8. View/Update a site

By clicking on the View/Update a site link, a User can view the entire detail on their property. This includes both public and private information.

At the bottom of the view screen, an Edit button is located. Clicking on this button launches an interface to edit the information entered on that particular site.

### 3.6 Log Off

Logging off the site is important for system security and to protect the information in your user profile and about your sites. Before leaving your computer, always remember to Log Off Niagara Commercial Properties.

#### 5.0 Contact Us

Feel free to contact us for assistance



Monday, January 14, 2002

#### **Site Selection Inquiries:**

Stephen Thompson
Business Development Officer
Niagara Economic and Tourism Corporation
Phone: (905) 685-1308 extension 3708
Email: info@niagaracp.com

#### General Inquiries:

Karen Raynor Economic Development Assistant Niagara Economic and Tourism Corporation Phone: (905) 685-1308 extension 3520 Email: <u>kraynor@niagaracanada.com</u>

#### User Registration & Assistance:

Stephen Thompson John Anderson
Business Development Officer Investment Marketing Coordinator
Niagara Economic and Tourism Corporation
Phone: (905) 685-1308 extension 3708
Email: info@niagaracp.com Email: info@niagaracp.com

#### Technical Support:

Eleanore Novak Niagara Economic and Tourism Corporation Technical Support Phone: (905) 685-1308 extension 3368 Email: <u>enovak@niagaracanada.com</u>

#### Niagara Economic and Tourism Corporation

2201 St. David's Road, P.O. Box 1042 Thorold, ON L2V 4T7 Phone: (905) 685-1308 Fax: (905) 688-5907

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