

## RENEWAL AGREEMENT

THIS AGREEMENT, made the 23<sup>rd</sup> day of may, 20 18.

### BETWEEN:

#### **CARIBOO REGIONAL DISTRICT**

180D N. 3<sup>rd</sup> Avenue  
Williams Lake, BC V2G 2A4

(the "Region")

### AND:

#### **100 MILE AGRIPLEX SOCIETY**

PO Box 728  
100 Mile House, BC V0K 2E0

(the "Society")

Cariboo Regional District  
File No. ....

MAY 18 2018

Referred to .....  
.....

### WITNESSES THAT WHEREAS:

- A. The Region and the Society are parties to a Use and Occupancy Licence Agreement (the "Agreement") signed in 2012, and amended and renewed in 2017, to allow the Society to use and occupy the Stan Halcro Arena (the "Facility") for the purposes of operating an agriplex to accommodate agricultural, equestrian, and other public reaction activities appropriate to the venue;
- B. The Agreement will terminate March 31, 2018 unless the parties agree to renew the Agreement for a further period; and
- C. The Region and the Society have agreed to renew the Agreement for a further one-year term to commence April 1, 2018 and terminate March 31, 2019.

NOW THEREFORE, in consideration of the premises and covenants contained herein and for other good valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the parties agree and covenant, each with the other, that

**RENEWAL:** Effective upon expiry, the Agreement will be renewed on the same terms and conditions as the previous Agreement for a term commencing April 1, 2018 and terminating March 31, 2019.

IN WITNESS WHEREOF the said parties hereto have set their hands to as of the date written below.

A Johnston

CARIBOO REGIONAL DISTRICT

May 23, 2018

DATE

Alice Johnston

PRINT NAME

Joaquin Crame

100 MILE AGRIPLEX SOCIETY

May 15/2018

DATE

JOAQUIN CRAME

PRINT NAME



## **RENEWAL AND AMENDMENT AGREEMENT**

THIS AGREEMENT, made the 1st day of April, 2017.

### **BETWEEN:**

#### **CARIBOO REGIONAL DISTRICT**

180 North Third Avenue, Suite D  
Williams Lake, BC V2G 2A4

(the "Region")

### **AND:**

#### **100 MILE AGRIPLEX SOCIETY**

PO Box 728  
100 Mile House, BC V0K 2E0

(the "Society")

### **WITNESSES THAT WHEREAS:**

- A. The Region and the Society are parties to a Use and Occupancy Licence Agreement (the "Agreement") signed in 2012, and amended and renewed in 2014, to allow the Society to use and occupy the Stan Halcro Arena (the "Facility") for the purposes of operating an agriplex to accommodate agricultural, equestrian, and other public reaction activities appropriate to the venue;
- B. The Agreement will terminate March 31, 2017 unless the parties agree to renew the Agreement for a further period; and
- C. The Region and the Society have agreed to renew the Agreement for a further one-year term to commence April 1, 2017 and terminate March 31, 2018.

NOW THEREFORE, in consideration of the premises and covenants contained herein and for other good valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the parties agree and covenant, each with the other, that




1. **AMENDMENT:** Section 7 (b) of the Agreement be deleted in its entirety and replaced with:

"It is hereby noted that certain utility connections for the adjacent South Cariboo Recreation Centre are contained within and share a service meter with the Facility. Due to the short-term nature of this Agreement, it is not cost effective or reasonable to separate these utility connections. As such, the Region, through its representative, the Manager of the Recreation Centre, will reimburse the Society 50 percent of actual costs annually for hydro payments upon receipt of an invoice and proof of costs from the Society. If the Society determines that due to utility rate increases this payment is insufficient to cover the actual cost of these services for the recreation centre, the Region agrees to renegotiate this arrangement in good faith."

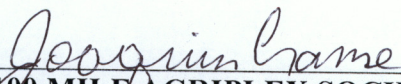
2. **RENEWAL:** Effective upon expiry, the Agreement will be renewed, on the same terms and conditions, except for the amendment as described above, as the previous Agreement for a term commencing April 1, 2017 and terminating March 31, 2018.

IN WITNESS WHEREOF the said parties hereto have set their hands to as of the date written below.

  
\_\_\_\_\_  
CARIBOO REGIONAL DISTRICT

May 9/17  
DATE

J. Bell  
\_\_\_\_\_  
PRINT NAME

  
\_\_\_\_\_  
100 MILE AGRIPLEX SOCIETY

APRIL 19 2017  
DATE

JOAQUIN CRAMIE  
\_\_\_\_\_  
PRINT NAME

## **RENEWAL AND AMENDMENT AGREEMENT**

THIS AGREEMENT, made the \_\_\_\_ day of \_\_\_\_\_, 2015.

### **BETWEEN:**

#### **CARIBOO REGIONAL DISTRICT**

180 North Third Avenue, Suite D  
Williams Lake, BC V2G 2A4

(the "Region")

### **AND:**

#### **100 MILE AGRIPLEX SOCIETY**

Society Registration No. S-48808  
PO Box 728  
100 Mile House, BC V0K 2E0

(the "Society")

### **WITNESSES THAT WHEREAS:**

- A. The Region and the Society are parties to a Use and Occupancy Licence Agreement (the "Agreement") signed in 2012, to allow the Society to use and occupy the Stan Helcro Area (the "Facility") for the purposes of operating an agriplex to accommodate agricultural, equestrian, and other public reaction activities appropriate to the venue;
- B. The Agreement will terminate March 31, 2015 unless the parties agree to renew the Agreement for a further period; and
- C. The Region and the Society have agreed to renew the Agreement for a further two year term to commence April 1, 2015 and terminate March 31, 2017.

NOW THEREFORE, in consideration of the premises and covenants contained herein and for other good valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the parties agree and covenant, each with the other, that

1. **AMENDMENT:** Section 4 (c) of the Agreement be amended to remove the phrase "members of the general public";
2. **RENEWAL:** Effective upon expiry, the Licence will be renewed, on the same terms and conditions, except for the amendment as described above, as the original Licence for a term commencing April 1, 2015 and terminating March 31, 2017.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day, month and year written below.

  
\_\_\_\_\_  
**CARIBOO REGIONAL DISTRICT**

June 23/15  
DATE

  
\_\_\_\_\_  
SIGNATURE  
**100 MILE AGRIPLEX SOCIETY**

PETER J. REID  
PRINT NAME  
JUNE 18, 2015  
DATE



**USE AND OCCUPANCY LICENCE AGREEMENT**

**Stan Halcro Arena**

**BETWEEN:**

**CARIBOO REGIONAL DISTRICT**

Suite D, 180 North 3<sup>rd</sup> Avenue  
Williams Lake, BC V2G 2A4

(hereinafter called the "Region")

**OF THE FIRST PART**

**AND:**

**100 MILE AGRIPLEX SOCIETY**

Society Registration No. S-48808  
5645 - 103 Mile Lake Road  
100 Mile House, BC V0K 2E1

(hereinafter called the "Society")

**OF THE SECOND PART**

**WHEREAS** the Region is the registered owner of the lands and premises commonly referred to as the Stan Halcro Arena at 175 Airport Road and being more particularly described as a portion of: Lot 1, District Lot 2139, Lillooet District Plan 32659 and shown on Schedule "A" which is attached to and forms part of this Agreement.

(the land and premises are hereinafter collectively called the "Facility")

**AND WHEREAS** the Society wishes to use and occupy the Facility for the purposes of operating an agriplex to accommodate agricultural, equestrian, and other public recreation activities appropriate to the venue.

**NOW THIS AGREEMENT WITNESSETH** that in consideration of the premises and the covenants hereinafter contained the parties hereto covenant and agree, each with the other, as follows:

### **Term**

1. The Region hereby agrees to grant the Society a licence to use and occupy the Facility for a period of three (3) years and four (4) months commencing with the 1<sup>st</sup> day of January, 2012 to and including the 31<sup>st</sup> day of March 2015.

### **Fees**

2. In return for use and occupancy of the Facility, the Society will pay the Region a fee of \$10.00 in each year of the Term, the receipt of which is hereby acknowledged.

### **Renewal**

3. Upon expiry of the Term, the Agreement may be renewed by confirmation in writing by the parties for an additional two (2) years provided all obligations of the Agreement are met.

### **Use**

4. (a) The Society shall use the Facility solely for the purpose of operating an agriplex and for such ancillary uses thereto as may be approved from time to time by the Region.
- (b) All activities at the Facility must be conducted in a safe and secure manner and the Society shall conduct its operation in a business-like, organized, efficient manner of a standard equivalent to similar venues.
- (c) It is hereby understood that the Facility is provided for multi-purpose community recreation and will be available, under the coordination of the Society, to other groups and members of the general public for activities consistent with its intended use. The Society shall act as stewards of this community access to ensure all obligations under this Agreement are met.
- (d) Use of the Facility must be compliant with the BC Building Code Occupancy Classification assigned to the building, in this case A3 Public Assembly Space. Without limiting the generality of the foregoing and for example purpose only, uses such as such as trade fairs, concerts, ceremonies, and similar large public gatherings with more than 100 persons in attendance are not permitted.
- (e) Portions of the Facility are to be closed to public access as directed by the engineer working on behalf of the Society, specifically the third floor of the building, due to BC Building Code deficiencies.



- (f) For clarity, it is hereby noted that use of the storage building attached to the Facility adjacent the rear entrance is not included in this Agreement. This building is currently under a separate use agreement with the Rotary Club of 100 Mile House.
- (g) The Society may accept donations related to and charge fees for access to the Facility, with the proceeds going towards maintenance of the Facility, the purchase of related equipment, or capital reserve funds for the Society.
- (h) Access and parking – the Society is granted access to the Facility across the South Cariboo Recreation Centre property and non-exclusive use of the parking lot. For the purpose of coordinating these common areas, the Region or its representative must be notified upon booking or a minimum of six months in advance of any large organized events taking place at the Facility.
- (i) The Society accepts that use and occupancy of the Facility is in an ‘as is’ condition and the Region has not made any representations, warranties or agreements as to the condition of the Facility including the suitability for the Society’s purposes.
- (j) The Society accepts responsibility and the cost of remediation for any damage, including environmental damage, resulting from the Society’s use of the Facility. No potential environmental contaminants may be brought by the Society into the Facility.
- (k) The Association will post, and will keep posted, on or in the Facility any notice in regard to this Agreement that the Region may require.
- (l) The Society will allow the Region to post, and will keep posted on or in the Facility, any notice that the Region may desire, including postings under the Builders’ Lien Act.

### **Improvements**

- 5. (a) No major renovations or structural improvements whatsoever shall take place at the Facility without the express authorization of the Region.
- (b) To ensure the safe use and security of the Facility, the Region may require the Society to make improvements to the Facility at any time. Failure to respond in a timely fashion to these requests shall be considered a default of this Agreement.
- (c) Any improvements made to the Facility by the Society during the Term shall, upon termination of this Agreement, become the property of the Region free and clear of all liens, costs or charges, and the Society shall indemnify and save the harmless the Region from any and all liability whatsoever for such liens, costs and charges. Upon termination and the vesting of such improvements in the Region,

the Society shall have no right to compensation whatsoever for such improvements.

- (d) Equipment and appliances not structurally attached or inherent to the Facility may be removed by Society upon expiry of the term.

### **Maintenance**

- 6. The Society shall, during the term of this Agreement, maintain and preserve the Facility in good order and not permit any garbage or objectionable material, as determined by the Region at its sole discretion, to accumulate in or about the Facility.

### **Payment For Services**

- 7. (a) The Society shall hold all service and utility accounts for the Facility in its name and without limiting the generality of the foregoing, shall pay for all electricity, water, sewer, garbage pick-up and other services of any kind supplied to the Facility.
- (b) It is hereby noted that certain utility connections for the adjacent South Cariboo Recreation Centre are contained within and share a service meter with the Facility. Due to the short term nature of this Agreement, it is not cost effective or reasonable to separate these utility connections. As such, the Region, through its representative; the manager of the Recreation Centre; will pay the Society \$5,250 per year for these connections. If the Society determines that due to utility rate increases this payment is insufficient to cover the actual cost of these services, the Region agrees to renegotiate this arrangement in good faith.

### **Termination**

- 8. (a) Should the Society default in any of the covenants contained herein, the Region may terminate this Agreement and retake possession of the Facility should the Society fail to rectify such default within ten (10) days of being given notice to do so.
- (b) This Agreement may be terminated by either party upon giving sixty (60) days notice of its intention to so terminate. Upon termination no amount will be owed by the Region to the Society on account of any lost revenues relating to Facility operations.

### **Right of Entry**

- 9. The Region including its employees, agents or representatives may enter the Facility at any time for the purposes of inspection or to access equipment and services necessary for operation of the other assets on the property. Notice will be

provided to the Society of the planned entry as soon as possible and preferably prior to accessing the Facility.

#### **Encumbrances**

10. The Society shall not mortgage, charge or otherwise encumber its interest in the Facility.

#### **Assignment**

11. The Society shall not assign nor sublet this Agreement except with the written consent of the Region.

#### **Indemnity**

12. The Society will indemnify and save harmless the Region and all of its employees, servants, representatives and agents, from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) which the Region or its employees, servants, representatives or agents incur, suffer or are put to arising out of or in connection with any failure, breach or non-performance by the Society of any obligation of this Agreement, or any wrongful or negligent act of the Society or any employee or agent of the Society.

#### **Insurance**

11. (a) The Society shall, during the Term of this Agreement, carry general public liability insurance in a form acceptable to the Region in an amount of not less than Three Million (\$3,000,000) dollars covering each individual occurrence and the policy shall name the Region as an additional insured. A copy of proof of insurance shall be provided to the Region at the beginning of each year of this Agreement.
- (b) As the stewards for community use of the Facility, the Society will ensure that all rental users will have appropriate liability insurance. All contractors retained by the Society for work at the Facility shall have WorkSafe BC coverage and appropriate liability insurance. Documentation of these requirements shall be available to the Region upon request.

#### **Compliance with Laws and Regulations**

12. The Society shall in the operation, maintenance and improvement of the Facility comply with all Local Government, Provincial and Federal legislation relating thereto.



### **Nuisance**

13. The Society shall not cause nor permit any act or thing to be done at the Facility which is, or would constitute a nuisance to the owners or occupiers of any lands or premises adjoining the Facility, or in the vicinity of the Facility, or to the public in general and shall indemnify and save harmless the Region from any liability therefor.

### **Cessation of the Society**

15. Should the Society, at any time during the Term, cease to exist as a registered society, then and in that event, its right of use and occupancy and any other rights hereunder shall be forthwith terminated, but nevertheless the assets of the Society shall be chargeable for any liability remaining unpaid at such time to the Region, including any cost related to returning the Facility to its original state.

### **No Partnership or Joint Venture**

16. Nothing contained in this Agreement shall be deemed or construed by the parties, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties or as giving the Society any power or authority to bind the Region in any way.

### **Succession**

17. This Agreement will remain in effect after its expiration date to facilitate negotiations for renewal of the Agreement. This succession will be considered a temporary, month-to-month arrangement and continue to be subject to all terms of this Agreement.

### **Notices**

18. Any notice, report or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise provided for, and will be deemed to be validly given to and received by the addressee, if served personally, on the date of such personal service or, if delivered by mail, fax or email, when received. Either party may, from time to time, advise the other by notice in writing, of any change of address of the party, giving such notice and from and after the giving of such address specified therein this shall, for the purpose of this paragraph, be conclusively deemed to be the address of the party giving such notice.

The addresses for delivery will be as follows:

**Cariboo Regional District**

180D N. 3rd Avenue  
Williams Lake, BC V2G 2A4  
c/o Manager of Community Services  
Phone : 250-392-3351  
Fax: 250-392-2812  
Email: dcampbell@cariboord.bc.ca

**100 Mile house Agriplex Society**

5645 - 103 Mile Lake Road  
100 Mile House, BC V0K 2E1  
c/o Peter Reid, Association President  
Phone: 250-395-3333  
Email: cariboolog@telus.net

**Entire Agreement**

19. This Agreement shall be deemed to constitute the entire Agreement between the Region and the Society with respect to the matter hereof and shall supersede all previous negotiations, representations, and documents in relation hereto made by either party to this Agreement.

**Peaceful Surrender**

20. The Association will at the expiration of the Term or sooner if the agreement is terminated as provided herein, immediately surrender the Facility in a peaceable way.

**Waiver**


21. No waiver by either party of any breach by the other party of any of its covenants, obligations and agreements will be a waiver of any subsequent breach or of any other covenant, obligation or agreement, nor will any forbearance to seek a remedy for any breach be a waiver of any rights and remedies with respect to such or any subsequent breach.

**Miscellaneous**

22. The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provision of the Agreement.

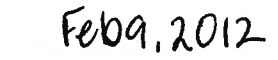
23. In this Agreement, wherever the singular or masculine is used, it shall be construed as if the plural or feminine or body corporate as the case may be, had been used where the context of the parties hereto so require.
24. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors and assigns.

IN WITNESS WHEREOF the parties have duly executed this agreement as of the day and year written below.


  
\_\_\_\_\_  
Chair  
**CARIBOO REGIONAL DISTRICT**

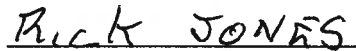
  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
Janis Bell – Chief Administrative Officer  
**CARIBOO REGIONAL DISTRICT**

  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
Signing Officer  
**100 MILE AGRIPLEX SOCIETY**

  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
PRINT NAME