

## FIELD MAINTENANCE CONTRIBUTION AGREEMENT

THIS AGREEMENT made as at the 19<sup>th</sup> day of July, 2013

BETWEEN:

**CARIBOO REGIONAL DISTRICT**

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

(hereinafter called the "Region")

AND:

**WILLIAMS LAKE MINOR FASTBALL ASSOCIATION**

PO Box 2577  
Williams Lake, BC V2G 4P2

(hereinafter called the "Association")

**WHEREAS** the Region is the registered owner of those lands and premises situate, lying and being in the Cariboo Regional District and being more particularly known as the Esler Sports Complex and described as Part of District Lot 5782, Cariboo District (hereinafter called the "Land");

**WHEREAS** the Region and the Association are parties to a Use and Occupancy Agreement dated January 1, 2013 for the Association's use the Land, including fields situated on the Land, for minor fastball recreational purposes;

**AND WHEREAS** the Region has deemed it appropriate to financially contribute to the Association for maintenance of the fields for minor fastball recreational purposes.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the premises and covenants hereinafter contained and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party, the parties agree as follows:

**Intent:**

This Agreement and the funding commitment herein are specifically for maintenance of the fields, and directly-related infrastructure such as water systems and fences, used by the Association for minor fastball recreational purposes and no other activities of the Association.

**Independent Contractors:**

The parties acknowledge that the Association or any contractor hired by the Association to perform services related to this Agreement will have the status of an independent contractor and that nothing in this Agreement will contemplate or constitute the Association or contractor as an agent, partner or employee of the Region for any purpose.

Activities under the Agreement shall be carried out at all times in conformity with the WorkSafe BC Health and Safety Regulations. Confirmation of coverage and status of account must be submitted to the Region upon request.

**Term:**

The term of this Agreement is three (3) years from January 1, 2013 to December 31, 2015 inclusive.

**Succession:**

This Agreement may remain in effect after its expiration date to facilitate ongoing negotiations for successful renewal of the Agreement.

**Conditions:**

The following commitments are required by the parties:

The Association will:

- a) perform maintenance of the fields used for minor fastball recreational purposes;  
and
- b) submit a request for reimbursement, with expense reports and invoices, annually to the Region for payment of expenses related to the field maintenance, addressed to the Manager of Community Services.

The Region will:

- a) contribute \$10,500 annually, in the form of reimbursement and following receipt of a request for reimbursement, towards field maintenance costs.

**Entire Agreement:**

This Agreement and any and all addenda, schedules or exhibits attached hereto represents the entire agreement of the parties regarding the subject matter hereof. There are no other oral or written collateral representations, agreements or understandings regarding the subject matter hereof.

**Notices:**

Each Notice to a party must be given in writing. A Notice may be given by delivery to an individual, by fax or by email, and will be validly given if delivered on a Business Day to an individual at the following address, or, if transmitted on a Business Day by fax or email addressed to the following party:

if to the Region:

**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

if to the Association:

**Williams Lake Minor Fastball Association**

PO Box 2577  
Williams Lake, BC V2G 4P2  
c/o Michele Tenning  
Phone: [REDACTED]  
Email: [REDACTED]

**Assignment:**

None of the parties may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party.

**Termination:**

The Region may terminate this agreement at any time and for any reason by giving 30 days written notice of termination to the Association. Subject to Termination for Cause, the Region will pay to the Association all amounts owing under this agreement up to and including the date of termination. Upon payment of such amounts, no other payment will be owed by the Region to the Association and no amount will be owing on account of any future expenditures or lost revenues relating to the Association's operations.

**Termination by the Association**

The Association may terminate this agreement at any time and for any reason by giving 30 days written notice of termination to the Region.

**Rights of the Region Upon Termination for Cause**

If the Region terminates this agreement for cause, such as failure of the Association to meet the required commitments, then the termination is deemed effective upon receipt of notice by the Association and the Region may withhold payment of any amount owing to the Association under this agreement.

**Indemnity:**

The Association 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

Association of any obligation of this agreement, or any wrongful or negligent act of the Association or any employee or agent of the Association.

### **Survival of Indemnity**

The indemnity described above will survive the termination or completion of this agreement and, notwithstanding such termination or completion, will continue in full force and effect for the benefit of the Region.

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

The Association shall comply with all Local Government, Provincial and Federal legislation relating to the activities funded under this Agreement. It is the responsibility of the Association to ensure all permits and authorizations are in place as appropriate for its activities. Non-compliance with this section will be considered a breach of the Agreement.

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

  
\_\_\_\_\_  
Chief Administrative Officer  
**CARIBOO REGIONAL DISTRICT**

July 18/13  
DATE

  
\_\_\_\_\_  
Signing Officer  
**WILLIAMS LAKE MINOR FASTBALL  
ASSOCIATION**

July 11/13  
DATE

M. Tenning  
\_\_\_\_\_  
PRINT NAME