

**SOUTH CARIBOO ECONOMIC DEVELOPMENT
CONTRIBUTION AGREEMENT**

SOUTH CARIBOO VISITOR INFORMATION CENTRE

THIS AGREEMENT made as at the 15th day of June, 2011

BETWEEN:

CARIBOO REGIONAL DISTRICT

Suite D, 180 North 3rd Avenue
Williams Lake, BC V2G 2A4

(hereinafter called the "Region")

AND:

100 MILE DEVELOPMENT CORPORATION

PO Box 340
100 Mile House BC V0K 2E0

(hereinafter called the "Corporation")

WHEREAS the Region established the South Cariboo Economic Development function through Bylaw No. 3573 (2000) to encourage the private sector to make better and more productive use of the available resources to create sustainable employment under local control and ownership, which in turn facilitates the offering of socially benefiting services; and

WHEREAS promoting tourism within the south Cariboo is an economic development priority for the local communities; and

WHEREAS the 100 Mile House Visitor Information Centre (hereinafter called the Visitor Centre), which is owned by the District of 100 Mile House and operated by the Corporation, is a key facility in the south Cariboo for tourism-related services; and

WHEREAS the Board of Directors has deemed it appropriate and consistent with the purpose of the South Cariboo Economic Development function to financially contribute to the Visitor Centre.

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:

Term:

The term of this Agreement is three (3) years from January 1, 2011 to December 31, 2013 inclusive. Upon expiry of the term, the parties may consider amendments to and renewal of the Agreement.

Conditions:

The following commitments are required by the parties:

The Corporation will:

- a) operate, maintain, actively promote, and continue to develop and improve the Visitor Centre as a key south Cariboo tourism facility
- b) expend funds only on eligible costs as detailed for in the Visitor Centre budget for the purposes noted above;
- c) keep accounting records and provide copies of expense reports and invoices to the Region upon request; and
- d) provide an annual financial plan and expenditure priorities summary related to the Visitor Centre, including use, major improvements or repairs, and revenue and expenses to the Region by December 1 in each year of the term.

The Region will:

- a) contribute \$31,000 to the Corporation in August of each year of the term upon receipt of an invoice from the Corporation.

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:

Any notices or other communication required or permitted to be given under this Agreement will be in writing, delivered personally, by mail, email, or facsimile and will be deemed given upon actual delivery or, if mailed by registered or certified mail, three days after deposit in the mail, to the address on page one of this agreement

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 90 days written notice of termination to the Corporation. Subject to Termination for Cause, the Region will pay to the

Corporation 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 Corporation and no amount will be owing on account of any future expenditures or lost revenues relating to Visitor Centre operations.

Termination by the Corporation

The Corporation may terminate this agreement at any time and for any reason by giving 90 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 Corporation to meet the required commitments, then the termination is deemed effective upon receipt of notice by the Corporation and the Region may withhold payment of any amount owing to the Corporation under this agreement.

Indemnity:

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

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.

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



Janis Bell – Chief Administrative Officer
CARIBOO REGIONAL DISTRICT

15-6-11

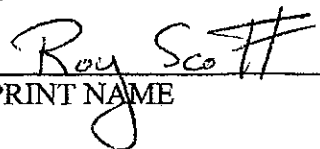
DATE



Signing Officer
**100 MILE DEVELOPMENT
CORPORATION**

15-6-11

DATE



PRINT NAME