

**SOUTH CARIBOO RECREATION – FOREST GROVE CURLING RINK
CONTRIBUTION AGREEMENT**

THIS AGREEMENT made as at the _____ day of _____, 2021

BETWEEN:

CARIBOO REGIONAL DISTRICT

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

(hereinafter called the “Region”)

AND:

FOREST GROVE AND DISTRICT RECREATION SOCIETY

Box 316 Forest Grove, BC V0K 1M0

(hereinafter called the “Society”)

WHEREAS the Region has established the South Cariboo Recreation Services function through Bylaw No. 4617 (2010), which was amended through Bylaw No. 4837 (2013) to allow support to be provided for a broad range of public recreation and arts and cultural facilities in the south Cariboo;

WHEREAS the Society operates the Forest Grove Curling Rink, which is a public recreation facility benefiting residents of the south Cariboo;

AND WHEREAS the Cariboo Regional District Board of Directors has deemed it appropriate and consistent with the purpose of the South Cariboo Recreation Services function to financially contribute to the operation of the Curling Rink through the Society.

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 supporting operation of the Curling Rink, including utilities, insurance and equipment and maintenance costs, and no other activities of the Society.

Independent Contractors:

The parties acknowledge that the Society or any contractor hired by the Society 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 Society or any 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, if applicable, must be submitted to the Region upon request.

Term:

The term of this Agreement is three (3) years to cover the operating seasons of September to March 2021/22, 2022/23 and 2023/24. Upon expiry of the term, the parties may consider amendments to and renewal of the Agreement. This agreement will remain in effect after its expiration date to facilitate ongoing negotiations for successful renewal.

Conditions:

The following commitments are required by the parties:

The Society will:

- a) ensure that the Curling Rink is operated and maintained in a cost-effective manner to an acceptable industry standard and available for the benefit of south Cariboo residents;
- b) expend funds provided under this Agreement only on eligible costs as demonstrated in the Society's budget for the purposes noted above;
- c) carry public liability insurance and operations liability insurance at its sole cost to cover claims for personal injury, death or property damage in the amount of at least two million (\$2,000,000) dollars and to name the Region as additional insured on appropriate policies;
- d) acknowledge the Region as a funding source for the Curling Rink in its communication and advertisement materials;
- e) submit a Curling Rink operational activities report to the South Cariboo Joint Committee, at a minimum of once per year, highlighting accomplishments, goals and objectives, and benefits provided to the community and a financial statement of revenues and expenditures outlining how the funding was utilized; and
- f) keep accounting records and provide copies of expense reports and invoices to the Region upon request.

The Region will:

- a) contribute up to \$5,500 to the Society in or about September each year of the term following receipt of an invoice from the Society and the operational activities report from the preceding year.

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, 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 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
Email: dcampbell@cariboord.ca

if to the Society:

Forest Grove and District Recreation Society

Box 316
Forest Grove, BC V0K 1M0
c/o Richard Bergen and Sylvia Griffith
Phone: 250-397-2174
Email: dinomom@telus.net

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:

Termination by the Region

The Region may terminate this agreement at any time and for any reason by giving 30 days written notice of termination to the Society. Subject to Termination for Cause, the Region will pay to the Society all amounts owing under this agreement up to and including the date of termination, determined as a prorated amount of the annual contribution as required. Upon payment of such amounts, no other payment will be owed by the Region to the Society and no amount will be owing on account of any future expenditures or lost revenues relating to operation of the Curling Rink.

Termination by the District

The Society 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 Society to meet the required commitments contained herein, then the termination is deemed effective upon receipt of notice by the Society and the Region may withhold payment of any amount owing to the Society under this agreement.

Indemnity:

The Society will indemnify and save harmless the Region and all of their 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 their employees, servants, representatives or agents incur, suffer or are put to arising out of or in connection with any activities under this agreement as well as 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.

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 Society shall comply with all Local Government, Provincial and Federal legislation relating to the activities funded under this Agreement. It is the responsibility of the Society 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.

Miscellaneous

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 this Agreement.

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.

This Agreement shall endure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors and assigns.

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

CARIBOO REGIONAL DISTRICT

DATE

PRINT NAME

Signing Officer
**FOREST GROVE AND DISTRICT
RECREATION SOCIETY**

DATE

PRINT NAME