

USE AND OCCUPANCY LICENCE AGREEMENT

Stan Halcro Arena

BETWEEN:

CARIBOO REGIONAL DISTRICT

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

(hereinafter called the "Region")

OF THE FIRST PART

AND:

100 MILE AGRIPLEX SOCIETY

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

(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 Wrangler Way 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 five (5) years commencing with the 1st day of April 2022 to and including the 31st day of March 2027.

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 term 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 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) 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.
- (g) 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.
- (h) 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.
- (i) 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.
- (j) The Society will post, and will keep posted, on or in the Facility any notice in regard to this Agreement that the Region may require.
- (k) 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 temporary 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 the actual costs for these connections upon an invoice and proof of costs from the Society.

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 activities of the Society or 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 comprehensive general liability insurance against claims through personal injury, death, or property damage resulting from its Use and Occupancy of the Facilities in a form acceptable to the Region in an amount of not less than five million (\$5,000,000) dollars covering each individual occurrence. 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) The Society shall maintain Tenants Legal Liability insurance on the standard industry "All Risks" basis in an amount of at least \$1,000,000.
- (c) All property of the Society kept or stored in the Facilities shall be so kept or stored at the sole risk of the Society, and the Society agrees to indemnify the Region and save it harmless from any claims arising out of any damage to same, including, without limiting the foregoing, any subrogation claims by the Society's insurers.
- (d) 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 and failure to do so will be considered a breach of this Agreement.

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.

Amendments

18. No amendment, supplement, restatement or termination of any provision of this Agreement is binding unless it is in writing and signed by the parties to this Agreement at the time of the amendment, supplement, restatement or termination.

Notices

19. 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 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
Email: dcampbell@cariboord.ca

100 Mile House Agriplex Society

PO Box 728
100 Mile House, BC V0K 2E0
c/o Association President
Phone: 250-644-0271
Email: bjddayman@gmail.com

Entire Agreement

20. 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

21. 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.

Chief Administrative Officer
CARIBOO REGIONAL DISTRICT

DATE

Signing Officer
100 MILE AGRIPLEX SOCIETY

DATE

PRINT NAME