

USE AND OCCUPANCY AGREEMENT

BETWEEN:

CARIBOO REGIONAL DISTRICT

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

(hereinafter called the "Region")

AND:

CARIBOO DISC GOLF CLUB

922 Birch Lane
Williams Lake, BC V2G 3R5

(hereinafter called the "Club")

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 Club wishes to use the Land for disc golf recreational purposes in general accordance with the development plan shown on Schedule A, which is attached to and forms part of this Agreement;

NOW THIS AGREEMENT WITNESSETH that in consideration of the covenants and conditions hereinafter contained and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree, each with the others, as follows:

Term

1. The Region hereby agrees to grant the Club a licence to use and occupy the Land for a period of five (5) years to commence January 1, 2022 and terminate the December 31, 2026.

Use

2. The Club shall use the Land for disc golf recreational purposes and for such ancillary uses thereto as may be approved from time to time by the Region.

Fees

3. In return for use and occupancy of the Land, the Club will pay the Region a fee of \$250 in each year of the Term, due and payable on the first day in January of each year upon receipt by the Club of an invoice from the Region.

Renewal

4. Upon expiry of the Term, the Agreement may be renewed by confirmation in writing by the parties for an additional five (5) years provided all obligations of the Agreement are met.

Termination

5. (a) Should the Club default in any of the covenants contained herein, the Region may terminate this Agreement and retake possession of the Land should the Club 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 Club on account of any lost revenues relating to operations.

Esler Recreation Advisory Commission

6. All matters relating to the Land shall be dealt with through the Esler Recreation Advisory Commission, established by the Cariboo Regional District Board, for recommendations to the Region.

Payment for Services

7. The Club shall pay for all services and utilities of any nature whatsoever supplied to the Land and, without limiting the generality of the foregoing, will pay for all electricity, drainage, water, sewer, natural gas, garbage pick-up or other services of any kind whatsoever supplied to the Land.

Improvements

8. (i) No improvements whatsoever shall take place on the Land without the express authorization of the Region, and in particular, without limiting the generality of the foregoing:

- a) No lighting will be installed for night use without the prior approval of the Region upon the recommendation of the Esler Recreation Advisory Commission;
 - b) No Public Address System will be utilized after dusk without the prior approval of the Region, upon the recommendation of the Esler Recreation Advisory Commission;
 - c) No well drilling, installation, or modifications to existing wells or water systems shall be undertaken without the prior approval of the Region, upon the recommendation of the Esler Recreation Advisory Commission; and
 - d) No development of any kind, including bleachers, buildings or structures shall take place without the prior approval of the Region, upon the recommendation of the Esler Recreation Advisory Commission. A buffer zone, consisting of existing trees, shall be considered on each development.
- (ii) Any improvements made to the Land by the Club 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 Club shall indemnify and save 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 Club shall have no right to compensation whatsoever for such improvements unless otherwise agreed to in writing by the Region prior to termination.
 - (iii) The Club will allow the Region to post, and will keep posted on the Land, any notice that the Region may desire to post under the provisions of the Builders' Lien Act or other bylaws or legislation.

Maintenance

- 9. The Club shall, during the term of this Agreement, maintain and preserve the Land 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 Land.

Encumbrances

- 10. The Club shall not mortgage, charge or otherwise encumber their interest in the Land without written prior consent of the Region.

Assignment

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

Indemnity

12. The Club 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 Club of any obligation of this Agreement, or any wrongful or negligent act of the Club or any employee or agent of the Club.

Insurance

- 13 (i) The Club shall, during the Term of this Agreement, carry public liability insurance in a form acceptable to the Chief Financial Officer of the Region in an amount of not less than Three Million (3,000,000.00) Dollars covering each individual occurrence or accident 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.

- (ii) All contractors retained by the Club for work at the Land 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

14. The Club shall in the operation, maintenance and improvement of the Land 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

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

Cessation of the Club

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

No Partnership or Joint Venture

17. 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 Club any power or authority to bind the Region in any way.

Succession

18. 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

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, 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
Email: dcampbell@cariboord.ca

Cariboo Disc Golf Club

922 Birch Lane

Williams Lake, BC V2G 3R5

c/o Matt LeBourdais

Phone: 250-398-9020

Email: cariboodiscgolf@gmail.com

Entire Agreement

20. This Agreement shall be deemed to constitute the entire Agreement between the Region and the Club 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 Club will at the expiration of the Term and non-renewal of the Agreement or sooner if the Agreement is terminated as provided herein, immediately surrender the Land in a peaceable way.

Waiver

22. 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

23. 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.
24. 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.
25. 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 said parties hereto have set their hands to as of the date written below.

CARIBOO REGIONAL DISTRICT

DATE

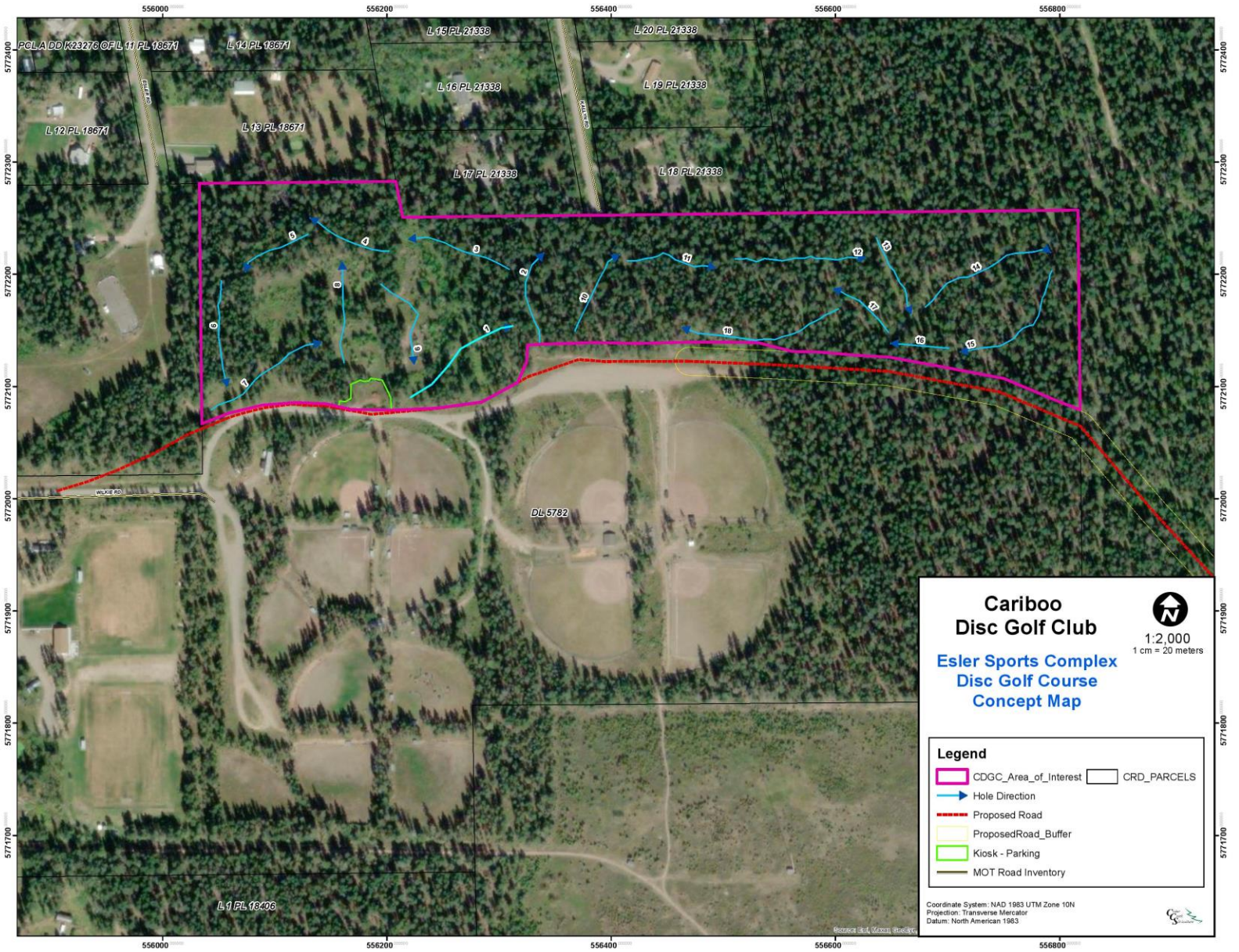
PRINT NAME

CARIBOO DISC GOLF CLUB

DATE

PRINT NAME


SCHEDULE A



**Cariboo
Disc Golf Club**

**Esler Sports Complex
Disc Golf Course
Concept Map**

Coordinate System: NAD 1983 UTM Zone 10N
Projection: Transverse Mercator
Datum: North American 1983



1:2,000
1 cm = 20 meters

Legend

- CDGC_Area_of_Interest
- CRD_PARCELS
- Hole Direction
- Proposed Road
- Proposed Road Buffer
- Kiosk - Parking
- MOT Road Inventory