

**USE AND OCCUPANCY AGREEMENT**

**Equestrian Grounds**

**BETWEEN:**

**CARIBOO REGIONAL DISTRICT**

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

(hereinafter called the “Region”)

**OF THE FIRST PART**

**AND:**

**100 MILE AND DISTRICT OUTRIDERS CLUB**

PO Box 212  
100 Mile House, BC V0K 2E0

(hereinafter called the “Club”)

**OF THE SECOND PART**

**WHEREAS** the Region is the registered owner of those lands and premises situate, lying and being the Cariboo Regional District and being more particularly know and described as:

Part of Lot 1, District Lot 2139, Lillooet District, Plan 32659

(hereinafter called the “Land”)

as shown on Schedule “A” which is attached to and forms part of this Agreement.

**AND WHEREAS** the Club is desirous of using the Land for the purposes of the Club.

**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 Club the right to occupy the Land for a period of five (5) years commencing January 1, 2023 to December 31, 2027. This Agreement may remain in effect after its expiration date to facilitate ongoing negotiations for successful renewal of the Agreement.

## **Use**

- 2(a) The Club shall use the Land for the purpose of constructing and maintaining equestrian facilities and for such ancillary uses thereto as may be approved from time to time by the Region.
- (b) This Agreement is made with the understanding that the Land is for the benefit of community recreation and will be used by groups other than the Club. The Club shall act as stewards of this community access to ensure all obligations under this Agreement are met. Access to the Land by other groups shall not be unreasonably limited by the Club. If a request to access the Land is refused by the Club, reasons shall be provided in writing to the applicant group with a copy to the Region. The matter may also be referred to the liaison committee for discussion.
- (c) When formal, written agreement is necessary to facilitate community access to the Lands, a Terms of Use document attached as Schedule B may be utilized by the Club.
- (d) To encourage inclusive community access, it is recommended that a liaison committee be formed to provide input to the Club on the use and improvements to the Land. The committee may consist of appointees from the Club, the 100 Mile Agriplex Society and the South Cariboo Rodeo Association and also may be changed from time to time at the discretion of the committee members.

## **Fees**

3. The Club shall pay to the Region a rental fee in the sum of \$220.00 per year, due and payable upon receipt of an invoice from the Region in January of each year for the term of this Agreement. It is recognized that this fee includes use of the outdoor washrooms during events.

## **Renewal**

4. At the expiration of the said term, this Agreement may be renewed for an additional term of up to five years, unless sooner terminated as herein provided.

### **Termination**

- 5(a) Should the Club default in any of the covenants herein contained to be performed by the Club then and in that event, 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 one (1) year notice of its intention to so terminate.

### **Payment For Services**

- 6. 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, shall pay for all electricity, water, sewer, natural gas, garbage pick-up and other services of any kind whatsoever supplied to the Land.

### **Maintenance**

- 7. The Club shall, during the term of this Agreement, maintain and preserve the Land in good order and shall operate and maintain the same in a diligent and workmanlike manner.

### **Improvements**

- 8.(a) No improvements whatsoever shall take place on the Land without the express authorization of the Region.
- (b) Improvement plans must be developed with due consideration of, and in consultation with as possible, other users of the Land.
- (c) 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 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 Club shall have no right to compensation whatsoever for such improvements unless otherwise agreed in writing by the Region prior to termination.
- (d) 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.

### **Encumbrances**

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

### **Assignment**

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

### **Indemnity**

11. 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 activities of the Club or 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**

12. (a) The Club 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 Lands 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 Club 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 Club kept or stored at the Lands shall be so kept or stored at the sole risk of the Club, and the Club 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 Club's insurers.
- (d) As the stewards for community use of the Lands, the Club will ensure that all rental users will have appropriate liability insurance. All contractors retained by the Club for work at the Lands shall have WorkSafe BC coverage and appropriate liability insurance. Documentation of these requirements shall be available to the Region upon request.

### **Compliance With Regulations**

13. The Club shall in the improvement, operation and/or maintenance of the Land comply with all Local Government, Provincial and Federal legislation relating thereto. Failure to do so will be considered a breach of this Agreement.

### **Nuisance**

14. The Club shall not cause nor permit any act or thing to be done upon 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 Club**

15. Should the Club, at any time during their term hereof, cease to exist as a Society, then and in that event, its right of 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.

### **Notices**

16. 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 and District Outriders Club  
PO Box 212

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

**Entire Agreement**

17. 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.

**Miscellaneous**

18. 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.

19. 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.

20. 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.

21. 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.

\_\_\_\_\_  
**CARIBOO REGIONAL DISTRICT**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**100 MILE AND DISTRICT  
OUTRIDERS CLUB**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**Print Name**

SCHEDULE A

**SCHEDULE B**  
**COMMUNITY ACCESS TO THE LAND**  
**TERMS OF USE**

1. Requests to use the equestrian grounds must be delivered to the 100 Mile and District Outriders Club in writing. Acknowledgement by the Club of receipt of a request shall be returned to the applicant within 24 hours.
2. Responses to written requests shall be returned to the applicant within seven days of receipt by the Club.
3. All users of the grounds must be covered by public liability insurance of not less than Five Million (\$5,000,000) covering each individual occurrence or accident.
4. All reasonable actions shall be undertaken to clean-up after use of the grounds to ensure there are no detrimental effects to the grounds or the surrounding environment.
5. Requests to use the grounds must be coordinated with the calendar of events maintained by the Club.