

OCCUPANCY AGREEMENT

THIS AGREEMENT dated for reference purposes the 12th day of June, 2019.

BETWEEN:

CARIBOO REGIONAL DISTRICT

a statutory corporation having
its offices at Suite D, 180 North Third Avenue,
Williams Lake, B.C. V2G 2A4

(hereinafter called the "Region")

OF THE FIRST PART,

AND:

THE 100 MILE HOUSE CURLING CLUB

a society incorporated under the
Societies Act of the Province of
British Columbia under certificate
No. 13719 whose postal address is
Box 924, 100 Mile House, B.C.
VOK 2E0

(hereinafter called the "Club")

OF THE SECOND PART,

WHEREAS the District is the registered owner in fee simple of that parcel of land known and described as:

Lot 1
District Lot 2139
Lillooet District
Plan 32659

and has caused to be constructed thereon a curling rink and upstairs lounge, as shown on Schedule "A" which is attached to and forms part of this Agreement;

AND WHEREAS the Club is desirous of obtaining for its use, the Upstairs Lounge for the purpose of operating the same.

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 right to occupy herein granted shall extend from the 20th day of September, 2019 to the 31st day of March 2024, at which date the right to occupy shall cease, subject to earlier termination as hereinafter provided for.

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. If attempts to renew the Agreement are unsuccessful, it may be terminated upon ten (10) days Notice to the other parties by the Region or the Club.

Lounge

2. The Club shall, during the term hereof, have the exclusive right of occupation of the Lounge area being the whole of the second floor of the curling club building constructed on the property,

(hereinafter called the "Lounge").

Fees

3. The Club shall not be required to pay to the Region any fee for occupation of the Lounge other than the fee required to be paid pursuant to the Operating Agreement between the Region and the Club of even date herewith. Should the Club fail to make the payments required to be made to the Region by it under the Operating Agreement the Club shall be deemed to be in default hereunder.

Furnishings

4. It shall be the responsibility of the Club to furnish the Lounge and to complete the Lounge and the decorations therein.

Improvements

5. Any improvements carried out to the Lounge shall, upon their completion, become the property of the Region and shall be left in the Lounge following termination of the Club's right of occupancy.

Janitorial Service

6. The Club shall supply any janitorial service required in the operation of the Lounge during the period of its exclusive occupancy and shall otherwise staff the bar and any other facility operated by the Club.

Liquor Licenses

7. The Club shall be responsible for obtaining any liquor licenses required for their operation of a liquor outlet in the Lounge.

Compliance

8. The Club shall, during its occupancy of the Lounge, comply with all federal, provincial and local government regulations applicable to the operation of the Lounge. Failure to do so will be considered a breach of this agreement.
9. The Club shall, while it has the exclusive right of occupancy of the Lounge, ensure that all persons using the facility do so in an orderly manner so as in no way to breach any law or to lessen the enjoyment of other persons using the facility.
10. Where such uses of the facility include the rental of any portion of the Lounge, the Club shall utilize and ensure compliance with the standard Facility Rental Agreement provided by the Region as shown on Schedule "B" which is attached as an example document for reference.

Improvements

11. No renovation or installation of equipment shall be made in the Lounge unless the same are first approved by the Region.
12. Should the Club construct any improvements in the Lounge and fail to make payments therefore the Region may, at its option, give the Club thirty (30) days notice of its intention to terminate the right of occupancy and should the Club at the expiration of such thirty (30) days fail to make payment in full the right of occupancy herein granted shall immediately, following such period of notice, become forfeited and any improvements constructed in the Lounge shall immediately become the property of the Region without payment of any compensation to the Club.

Repair

13. The Club shall repair any damage caused to the Lounge by any person during the period that the Club has exclusive right of occupancy of the Lounge. Such repair shall be made within fourteen (14) days of the damage occurring and shall be to the satisfaction of the Region.
14. The Club shall, upon the termination of its right of occupancy, leave the Lounge in good repair, reasonable wear and tear excepted.

Assignment

15. The Club shall not assign its right of occupancy herein granted without leave of the Region.

Use

16. The Club will use the Lounge for its purposes and all ancillary uses in connection therewith and what shall be deemed to be an ancillary use shall be for the Club to decide at its sole discretion.

Cessation of Club

17. Should the Club at any time prior to the termination of its right of occupancy hereby granted, cease to exist as a Curling Club, then and in that event their right of occupancy herein granted shall be forthwith terminated.

Termination

18. Either party may terminate this Agreement at any time by providing the other party with one year's written notice of its intent to so terminate.

Insurance

19. The Region shall insure and maintain insurance against liability in its interest, damage or loss to the Lounge resulting from theft, fire or other similar causes.
20. Should the Lounge or any part thereof at anytime during the term thereof, be burned down or damaged by fire, lightning, explosion or tempest so as to render the same unfit for the purpose of this agreement, the same may be terminated by either of the parties hereto and in that event:
 - (a) insurance monies to be made payable in case of loss shall be payable to the Region;
 - (b) if the Lounge shall be destroyed by fire, the reconstruction of same shall be entirely at the option of the Region.

21. The Club shall insure, in its own name, the contents of the Lounge owned by the Club and all monies and benefits from such insurance shall be the absolute property of the Club.

Liability Insurance

22. The Club shall, during the period of tenure, carry public liability insurance in a form acceptable to the Chief Financial Officer of the Region and in an amount of not less than Five Million (\$5,000,000.00) Dollars covering each individual occurrence or accident. The policy will name the Region as an additional insured party. A copy of proof of insurance shall be provided to the Region at the execution of the Agreement and annually thereafter.

Indemnity

23. During the term of the Agreement, the Club covenants and agrees to 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.

The indemnity 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.

Club Membership

24. It is a condition of the granting of this occupancy that membership in the Club shall be open to all residents although preference may be given to persons living in the benefiting area of the Regional District and within the District of 100 Mile House, both of which are charged with the cost of providing the Curling Rink facility.

Default

25. 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 immediately should the Club fail to rectify such default within thirty (30) days of being given notice to do so.

Binding Effect

26. This Agreement shall enure to the benefit of and be binding upon the parties hereto, their successors and assigns.

Interpretation

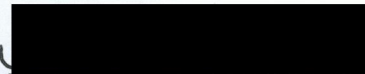
27. Wherever the singular and masculine are used throughout this Agreement the same shall be construed as meaning the plural or the feminine or body corporate or politic as the context so requires.

Entire Agreement

28. This Agreement constitutes the entire Agreement between the parties hereto and there are no representations or warranties, express or implied, statutory or otherwise, and no agreement collateral hereto other than as expressly set forth or referred to herein.


IN WITNESS WHEREOF the said parties hereto have hereunto have signed on the day and year first above written.

CARIBOO REGIONAL DISTRICT




Manager of Corporate Services

Signed by Officers of the
100 MILE HOUSE
CURLING CLUB
in the presence of:



Signature of Witness

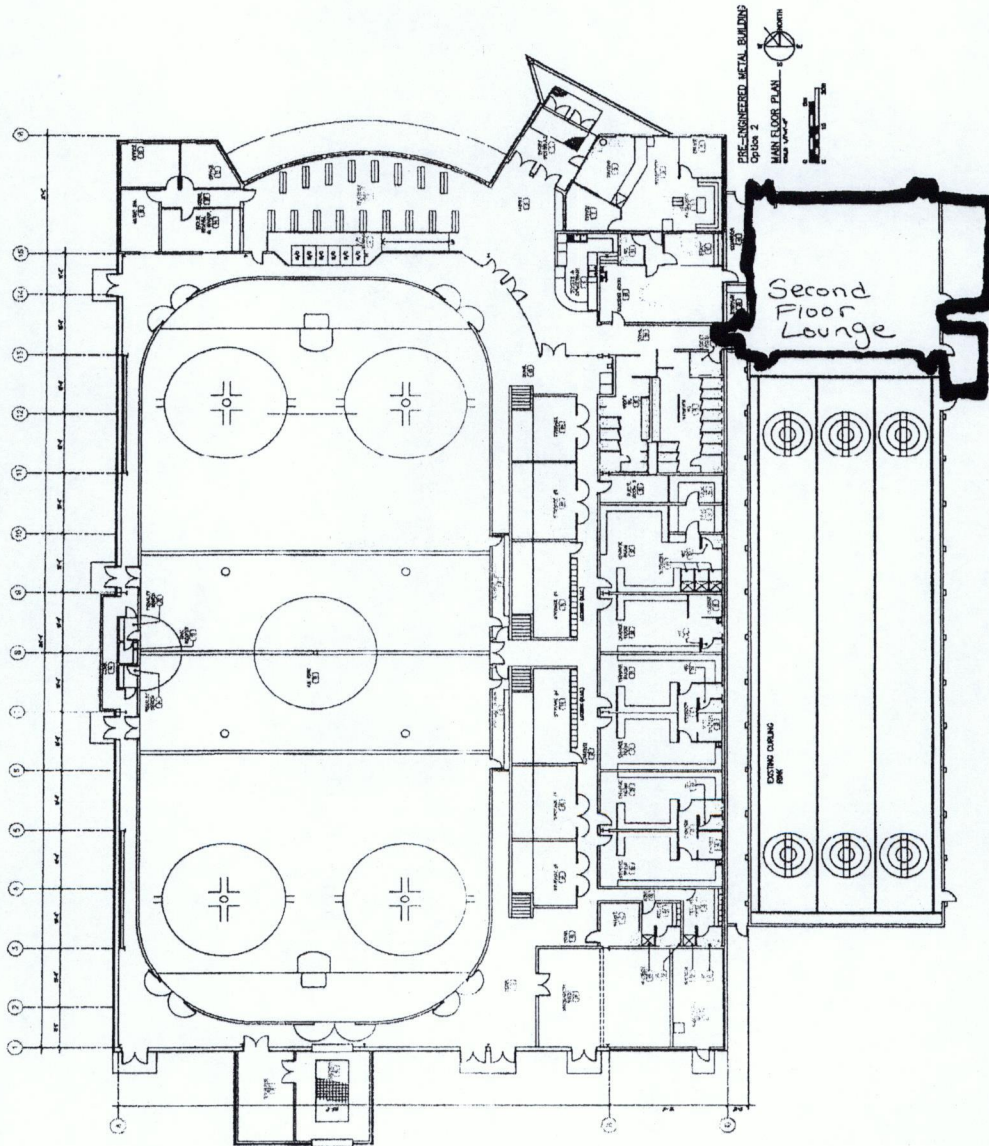


Signing Officer

MARIA HAMILTON
Name of Witness

Gordon Smith
Name of Signing Officer

Schedule "A"



STANDARD RENTAL AGREEMENT

Made this ____ Day of _____, 20____

Between:

The 100 Mile House Curling Club – South Cariboo Recreation Centre

- and -

Contact Name:						Group:					
Address:						City/Prov:				PC:	
Phone(Home):				Phone(Work):				Phone(Cell):			
Fax:				Email:							
Purpose of Rental:											
<p>1. In Consideration Of The Mutual Promises Contained In This Agreement: The Management of the 100 Mile House Curling Club hereby licenses the User and all persons authorized by the User to enter upon and use that portion of the premises as indicated below during the periods of time specified. The User hereby agrees to pay the 100 Mile House Curling Club for the license to enter upon and to use the specified area on the following basis:</p>											
RENTAL SCHEDULE:											
Date(s) of Use	Day(s)	Times "Start-End"	Hrs	# of Days	Hrs/wk	# of Wks	Total Hrs.	Hourly Rate	Subtotal	GST	Total Contract
<p>It is now mandatory that Rental groups provide parking attendants along Airport Rd to enforce no parking, so that emergency vehicles have access during scheduled events.</p>											
Total Contract Value											
<p>2. The User agrees to pay the Deposit upon signing this agreement which shall be held on account of the last period of this agreement.</p> <p>Schedule "A" on page 2 forms a part of this agreement and should be read together with this agreement.</p>											
Total Paid:											
Balance Due:											
100 Mile House Curling Club – South Cariboo Recreation Centre – 100 Mile House											
Per:						Per:					
Date:						Date:					

Schedule "A" of Standard Rental Agreement

3. The User covenants and agrees to all the terms and conditions set forth in this agreement and in particular:
 - a. To only use the specified rental area for the purpose as stated on Page 1 of this Agreement;
 - b. To not offer any item and/or service for sale on premises without the prior written consent from the 100 Mile House Curling Club management;
 - c. To hold the 100 Mile House Curling Club management, staff and/or agents harmless and indemnify the Cariboo Regional District and the 100 Mile House Curling Club from all claims, costs and liabilities arising from the use of the 100 Mile House Curling Club premises;
 - d. To comply with all orders, rules and regulations that the 100 Mile House Curling Club may from time to time post or give notice to the User;
 - e. To be solely responsible, and answerable in damages, for all acts and omissions due to and caused by the User or any other person so authorized while the User is in occupation of the rink or other portions of the 100 Mile House Curling Club premises and to indemnify and save harmless the Cariboo Regional District and the 100 Mile House Curling Club from all claims arising there from;
 - f. In accordance with the *Liquor Control Act* or any successor legislation or applicable legislation, consumption of alcohol is permitted only within designated areas and if appropriate license is obtained (is applicable). Rental groups consuming alcohol in the 100 Mile House Curling Club premises other than the designated area will automatically have their rental privileges cancelled; and
 - g. The User's authorized agent or assigned designate must be 19 years of age or older and further, must remain in attendance at the facility and times specified in this agreement.
4. The User agrees that upon failure to comply with any of the covenants in paragraphs 2 and 3, the 100 Mile House Curling Club may terminate this license and retake possession of the licensed area and the 100 Mile House Curling Club shall not be liable for damages or otherwise by reason of such termination. Further, if the 100 Mile House Curling Club decides in its own discretion to terminate this license, the termination shall not prejudice the 100 Mile House Curling Club's right to recover money due and owing hereunder.
5. The parties agree that in the event of any unforeseen circumstances that would prevent the 100 Mile House Curling Club from providing the aforementioned rental area, the User shall indemnify and save harmless the Cariboo Regional District and the 100 Mile House Curling Club from any claims arising there from.
6. The User shall provide the 100 Mile House Curling Club with a copy of Liability accident insurance from the rental time outlined in this agreement. The copy of the proof of insurance signifies that the User is covered and that the 100 Mile House Curling Club will not be held responsible for any accidents or injury that may occur while the User is in occupation of the rink or other portions of the 100 Mile House Curling Club premises. The 100 Mile House Curling Club and the Cariboo Regional District must be included and named as co-insured on the User's policy.
7. The undersigned has read and on behalf of the User agrees to be bound by this agreement and the Terms and Conditions contained herein and attached hereto, and hereby warrants and represents that he/she executes this agreement on behalf of the User and has sufficient power, authority and capacity to bind the User with his/her signature. The undersigned ensures that all users and out of country participants have physician and hospital medical coverage, including dental coverage.
8. The parties agree that this document contains all the terms and conditions between the parties and shall not be modified except in writing signed by both parties.