



Use And Occupancy License Agreement

City of Williams Lake

BETWEEN:

CITY OF WILLIAMS LAKE
450 Mart Street
Williams Lake, BC V2G1N3
P 250.392.2311 (City Hall)
E corporateservices@williamslake.ca

FOR

Cariboo Memorial Recreation Complex
525 Proctor Street
Williams Lake, BC V2G 4J1
P 250.398.7665
E communityservices@williamslake.ca

(hereinafter called the "Operator")

AND:

1468229 BC LTD
DB Williams Lake Mustangs Hockey Club
4535 Williams Lake, BC V2G 5E8
P 250.398.0336
E robinlucas55@gmail.com

(hereinafter called the "TEAM")

WHEREAS the Cariboo Regional District is the owner of the Cariboo Memorial Recreation Complex located at 525 Proctor Street in Williams Lake (hereinafter called the 'Facilities') and;

WHEREAS the Cariboo Regional District has entered into a Management Agreement (2024 - 2029) with the Operator to manage the Facilities, which includes administration of space rental and use of the recreation centre;

WHEREAS the TEAM, including its players, executive members, employees, agents, or persons acting on their behalf, wishes to exclusively occupy portions of the Cariboo Memorial Recreation Complex for the purpose of operating a Kootenay International Junior Hockey League (KIJHL) Junior Hockey Team, including Arena Dressing Room #10 (Rink 2) and nearby program room for storage areas (hereinafter called the "Dressing Room" and "Storage Room") and office space adjacent to the program room (hereinafter called the "Office") defined in Schedule A of this agreement);

AND WHEREAS the TEAM wishes to use the Facilities for the purposes of team practices, games, and training camps as well as obtain the rights for advertising in both arena portions of the Facilities defined on the attached Schedule B of this Agreement.

NOW THEREFORE 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:

1) Term

- a. The Operator hereby agrees to grant the TEAM a license to occupy the Dressing Room, Storage Area, Office, and use the Facilities for a period of five years commencing August 1, 2024 and ending July 31, 2029.

2) Renewal

- a. Upon expiry of the Term, the Agreement may be renewed by confirmation in writing by the parties for an additional five years, or other Term as agreed to, provided all obligations of the Agreement are met.

3) Termination

- a. Should the TEAM default in any of the covenants contained herein, the Operator may terminate this Agreement and retake possession of the Dressing Room, Storage Area and Office should the TEAM fail to rectify such default within ten days of being given Notice to do so.

- b. This Agreement may be terminated by the Operator or the TEAM upon giving 60 days' Notice of its intention to so terminate. Upon termination, the TEAM shall be entitled to be repaid a portion of the Fees paid in advance for the balance of the period so paid for in advance and during which the full benefits of the Agreement were not realized.

4) Annual Fee

- a. In return for the benefits provided herein, the TEAM will pay the Operator:
- b. \$46, 680 in year one, with a 2% increase each year of the term thereafter plus all applicable taxes. Payments are to be made monthly in advance, first payment due August 1, 2024 in response to an invoice from the Operator to the TEAM. Payment schedules can be altered or adjusted by mutual agreement.
- c. In the event that the TEAM ceases operations with an outstanding debt payable to the Operator, the TEAM hereby agrees that all amounts due will be paid immediately upon termination of this Agreement. The TEAM also agrees that revenue generated through the subsequent sale of the KIJHL franchise must also be used to pay outstanding debt to the Operator.

5) Summary of Benefits Included

- a. The Annual Fee shall include the following:
 - i. Rental of up to 255 hours of ice time for games, practices and training camps, ice rental includes setting the nets by the Operator as required;
 - ii. Exclusive Use of the Dressing Room, Storage Room, and Office;
 - iii. Shared use of the Media box/Press Box with all User Groups;
 - iv. Exclusive rights for advertising sales in both arena portions Rink 1 and Rink 2 of the Facility as defined in Schedule B;
 - v. Access to wireless internet services for online streaming for home games (as is currently available);
 - vi. Use of the Media Booth for all home, exhibition, or playoff games;

- vii. Use of the facility audio/visual system, including the high-definition Pixellot camera for game streaming;
- viii. Unlimited use of the Swimming Pool/Fitness Center, for registered team players and coaching staff during operational hours.

6) Additional Benefits Not Included

- a. The Annual Fee shall not include the following:
 - i. Playoff games; the TEAM will be charged \$320 for each playoff game;
 - ii. Additional ice time booked over and above 255 hours will be charged at the current youth rate according to the Cariboo Regional District's fees and charges bylaw for the Facilities;
 - iii. Any other benefit not specifically included in the Monthly Fee for which a cost is normally charged at the Facilities;
 - iv. The cost of all additional benefits must be paid at the time of booking.

7) Ice Use and Booking Procedures

- a. The ice time schedule shall be established each year by the Operator in consultation with ice user groups and shall be based on operational needs. The TEAM will be entitled to daily weekday ice time slots for its practice schedule between 8:00am and 2:00pm; excluding statutory holidays or facilities closures unless organized and agreed with 14 days' notice. The timing of this time slot will be determined through the ice time scheduling consultation with all user groups.
- b. The TEAM shall have a representative attend all ice user group meetings organized by the Operator and shall follow regularly established procedures to book ice time. The TEAM shall have priority over other ice user groups when booking ice time for home games and playoff games. Daytime practices from Monday to Friday will work around youth programming. Games shall be scheduled for three hours of ice time unless otherwise agreed to by the Operator. Adequate security personnel and parking attendants must be provided by the TEAM at its cost for games. The level of security and parking attendant services required will be agreed to by the TEAM and the Operator in writing.

- c. Changes to the practice schedule may be made with the mutual consent of the Operator and the TEAM.
- d. For clarity, it is understood by all parties that ice time used by the TEAM must be paid for in advance and that failure to do so will result in cancellation of the scheduled ice time. The TEAM will not be able to use or book future ice time while it has outstanding debt owing to the Operator.

8) Dressing Room and Storage Space

- a. The use of the Dressing Room, Storage Room and Office by the TEAM is for the sole purpose of operating a Junior A Hockey Team. In the event that the TEAM ceases to operate as a valid KIJHL franchise, all rights to the Dressing Room, Storage Area and Office and other benefits provided under this Agreement are forfeit.
- b. The TEAM accepts that the Dressing Room is received in an 'as is' condition and the Operator has not made any representations, warranties, or agreements as to the condition of the Dressing Room including the suitability for the TEAM's purposes.
- c. Storage Area and Office is received in an "as is" condition; with approved changes authorized by the Operator and the Region.
- d. The Dressing Room, Storage Area and Office shall be utilized by the TEAM in a safe, organized manner of a standard equivalent to similar venues and within Facility policies and rules as determined by the Operator.
- e. It shall be the responsibility of the TEAM to clean and maintain the Dressing Room, Storage Area and Offices and not permit any garbage or objectionable material, as determined by the Operator at its sole discretion, to accumulate in or about the Dressing Room. The Dressing Room shall be available to the Operator for inspection upon reasonable request.
- f. The Operator shall provide basic utilities including heat, light, water and electricity for the Dressing Room, Storage Area, and Office at its expense. All other services installed to the Dressing Room, Storage Room and Office shall be provided by the TEAM at its expense.
- g. The TEAM shall have access to the Dressing Room via the common entry

to the Facilities during all scheduled open hours however, the Operator reserves the right to restrict access reasonably and temporarily to the Dressing Room or Storage Area to avoid conflicts with other groups renting the Facilities.

- h. Access to the office outside of Facility hours can be arranged with prior notification until alarm systems have been altered, at which time access will be unrestricted.
- i. The TEAM accepts responsibility for any damage to the Dressing Room, Storage Area or Offices directly caused by its use and will cover the cost of remediation work necessary.
- j. The TEAM will post, and will keep posted, on or in the Dressing Room any notice or sign that the Operator may require, including postings under the Builders' Lien Act.

9) Improvements

- a. No major renovations or structural improvements whatsoever shall take place at the Dressing Room, Storage Area, or Office without the express authorization of the Operator.
- b. Any alterations, additions, or improvements to the Dressing Room, Storage Area or Offices undertaken by the TEAM shall be at its sole cost and expense ***unless agreed to under a separate arrangement between the parties.***
- c. To ensure the safe use and security of the Dressing Room, Storage Area, or Office the Operator may require the TEAM to make minor improvements to the Dressing Room, Storage Area, or Office at any time. Failure to respond in a timely fashion to these requests may be considered a default of this Agreement. Should the TEAM fail to make minor improvements upon receipt of said Notice, the required action may be undertaken by the Operator and invoiced to the TEAM.
- d. Any improvements made to the Dressing Room, Storage Area or Office by the TEAM during the Term shall, upon non-renewal or termination of this Agreement, become the property of the Cariboo Regional District free and clear of all liens, costs or charges, and the TEAM shall indemnify and save harmless the Cariboo Regional District and the Operator from any and all liability whatsoever for such liens, costs, and charges. Upon termination and the vesting of such improvements in the Cariboo

Regional District, the TEAM shall have no right to compensation whatsoever for such improvements.

- e. Equipment and appliances installed by the TEAM but not structurally attached or inherent to the Facilities may be removed by the TEAM upon non-renewal or termination of the Agreement.
- f. Upon non-renewal or termination of the Agreement, the Operator may give Notice requiring the TEAM to remove any improvements made to the Dressing Room, Storage Area or Office and the TEAM agrees upon such Notice to restore the three areas to the state in which it was first received. The TEAM shall make good any damage to the three areas resulting from the removal of improvements or activities beyond normal use. Reasonable wear and tear from normal use of the three areas is acceptable and will not require remediation. Should the TEAM fail to remove improvements, repair damage, and restore the three areas to their initial state, the required remediation may be undertaken by the Operator and invoiced to the TEAM.

10) Advertising

- a. The TEAM is provided the exclusive opportunity to sell advertising space in both arena portions of the Facilities defined on the attached Schedule **B** of this Agreement. All advertising posted in the arenas will be subject to an overview plan approved by the Operator.
- b. Only professionally manufactured signs, with type, artwork and content approved in advance by the Operator is all owed. Liquor, cannabis, or tobacco advertising is not permitted.
- c. The TEAM will be responsible for the installation and removal of all advertisements, which must be completed under the supervision of the Operator. All material and maintenance costs for advertisements are at the expense of the TEAM.
- d. The TEAM agrees that the Operator may remove any unsightly, damaged, or inappropriate signs and that the Operator will not be liable for any loss of revenue upon the removal of such signs.
- e. The TEAM agrees that special events and other short-term renters of the arenas will be permitted to cover any of the advertising and sell advertising during their rental of the arena.

- f. The Operator reserves the right to install non-commercial signage as required.
- g. Upon non-renewal or termination of this Agreement, all attached, non-portable advertising will become the property of the Operator unless otherwise agreed to in writing and the TEAM shall have no right to compensation whatsoever in this regard.
- h. Upon non-renewal or termination of this Agreement the Operator may require the TEAM to remove at its expense any advertising installed during the Term.
- i. The TEAM shall repair any damage to the Facilities resulting from the installation or removal of advertising to the satisfaction of the operator any damage to the Facilities resulting from the installation or removal of advertising.

11) Ticket Sales, Liquor Sales and Merchandise

- a. The TEAM will retain 100% of all liquor sales during home games, providing appropriate permits and legislative requirements are met. Other events are authorized to utilize liquor sales for rented spaces, special events or activities for their own revenues.
- b. The TEAM shall have access to space in the arena lobby and wicket/ticket booth during home games for the sale of game tickets and team merchandise. Sale of retail items not directly related to promotion of the TEAM is not permitted.
- c. Location of the space allocated for merchandise, ticket, liquor, or other sales will be approved by the Operator.

12) Right of Entry

- a. The Operator including its employees, agents or representatives may enter the Dressing Room 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 TEAM of the planned entry as soon as possible and preferably prior to accessing the Dressing Room, Storage Area, or Office.

13) Encumbrances

- a. The TEAM shall not mortgage, charge or otherwise encumber its interest in the Dressing Room, Storage Area or Office or any other benefits provided under this Agreement.

14) Facility Damage Rendering it Unfit for Use

- a. In case the Facilities or any part thereof shall at any time during the Term be damaged so as to render the same unfit for the purpose of the TEAM, the Monthly Fee, or a proportionate part thereof according to the nature and extent of the damage sustained, shall be suspended and abated until the Facilities have been rebuilt or made fit for the purposes of the TEAM, or at the option of the Operator the Agreement shall be terminated and the TEAM shall cease to be held liable for payment of the fees except such amounts as have already accrued due, and shall be entitled to be repaid any fees paid in advance for the balance of the period so paid for in advance . The TEAM will not be entitled to any further claim or payment for loss of access to the facility other than abatement of the fees or portion thereof as noted.
- b. In the event of the Facilities being condemned, for any reason, in whole or in part because of the unsafe condition thereof, this Agreement shall be considered terminated upon the date of such condemnation, and the Operator shall not be responsible for any loss, damage or expense which the TEAM may suffer or incur by reason of the same. The TEAM shall be entitled to be repaid a portion of the fees paid in advance for the balance of the period so paid for in advance.

15) Indemnities

- a. The TEAM will indemnify and save harmless the Cariboo Regional District and the Operator 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 Cariboo Regional District and the Operator or their employees, servants, representatives or agents incur, suffer or are put to arising out of or in connection with the TEAM's Use and Occupation of the Facilities, or any failure, breach or non-performance by the TEAM of any obligation of this Agreement , or any wrongful or negligent act of the TEAM or any employee or agent of the TEAM.

- b. The Operator will indemnify and save harmless the TEAM 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 TEAM or their employees, servants, representatives or agents incur, suffer or are put to arising out of or in connection with the Operator's use of the Facilities, or any failure, breach or non-performance by the Operator of any obligation of this Agreement, or any wrongful or negligent act of the Operator or any employee or agent of the Operator.

16) Insurance

- a. The TEAM will provide and maintain comprehensive general liability insurance, with a company satisfactory to the Operator, against claims through personal injury, death, or property damage resulting from its Use and Occupancy of the Facilities. Such insurance must provide protection in an amount not less than \$5,000,000 with respect to any one accident or incident. All policies of insurance shall include the Cariboo Regional District and the Operator as additional insured parties, contain a cross liability clause and a 30-day notice of cancellation. A certified copy of such policy shall be delivered annually and upon request to the Operator.
- b. The TEAM 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 TEAM kept or stored in the Facilities shall be so kept or stored at the sole risk of the TEAM, and the TEAM agrees to indemnify the Cariboo Regional District and the Operator and save it harmless from any claims arising out of any damage to same, including, without limiting the foregoing, any subrogation claims by the TEAM's insurers.
- d. The TEAM shall also obtain workers' compensation coverage insurance, covering all employees of the TEAM, in accordance with the statutory requirements of the Province of British Columbia and agrees to provide the Operator with a certified copy of its WorkSafe BC registration. The TEAM will also ensure that all contractors working on its behalf at the Facilities have WorkSafe BC coverage, copies of which are to be provided to the Operator upon request.

17) Assignment

- a. The TEAM shall not assign nor sublet this Agreement, or any benefit described herein except with the written consent of the Operator.

18) Management Agreement between the Regional District and the Operator

- a. It is hereby recognized that the current Management Agreement between the Cariboo Regional District and the Operator expires on December 31, 2028. For the sake of continuity of this Use and Occupancy Agreement, it is understood that should the Operator cease to manage the Facilities on behalf of the Cariboo Regional District, the necessary amendments will be completed, and the terms, conditions and benefits shall remain in effect.

19) Force Majeure

- a. Notwithstanding anything to the contrary contained in this Agreement, if any of the parties is bona fide delayed or hindered in or prevented from the performance of any term, covenant or act required under this Agreement by reason of an Event of Force Majeure, the said party will be relieved from the fulfillment of such term, covenant or act during the period of such interruption and the period for the performance of any such term, covenant or act will be extended for a period equivalent to the period of such delay. Every obligation in this Agreement except any payment obligation will be deemed to be subject to an Event of Force Majeure. For the purpose of this Agreement, an Event of Force Majeure means acts of God or public enemy, wars (declared or undeclared), revolution, riots, insurrections, civil commotions, fires, floods, slides, epidemics, quarantine restrictions, strikes or lockouts, including illegal work stoppages or slowdowns, or stop work orders issued by a court or Statutory Authorities, freight embargoes or power failures, or any event or circumstance which reasonably constitutes a material disabling event or circumstance, which is beyond the reasonable control of a party, which does not arise from the neglect or default of a party, and which results in material delay, interruption or failure by a party in carrying out its duties, covenants or obligation under this Agreement, but which does not mean or include any delay caused by a party's lack of funds or financial condition.

20) Compliance with Laws and Regulations

- a. The TEAM shall in the use and occupancy of the Dressing Room, Storage

Area and Office and Facilities comply with all Local Government, Provincial and Federal legislation relating thereto. Non-compliance with this section will be considered a breach of the Agreement.

21) Nuisance

- a. The TEAM shall not cause nor permit any act or thing to be done at the Facilities which is or would constitute a nuisance in the Facility or to the owners or occupiers of any lands or premises adjoining the Facilities, or in the vicinity of the Facilities, or to the public in general and shall indemnify and save harmless the Region and the Operator from any liability therefrom.

22) Cessation of the Business

- a. Should the TEAM, at any time during the Term, cease to exist as a Business, or declare bankruptcy) 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 TEAM shall be chargeable for any liability remaining unpaid at such time to the Operator, including any cost related to returning the Facilities to its original state.

23) No Partnership or Joint Venture

- a. 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 TEAM any power or authority to bind the Operator in any way.

24) Succession

- a. 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 days' Notice to the other parties by the Operator or the TEAM.

25) Amendments

- a. 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.

26) Notices

27) 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. Any of the parties 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 there in this shall, for the purpose of this paragraph, be conclusively deemed to be the address of the party giving such notice.

28) The addresses for delivery will be as follows:

For the Operator:

Cariboo Memorial Recreation Complex
525 Proctor Street
Williams Lake, BC V2G 4J1
P 250.392.1786
E smiranda@williamslake.ca
Attention: Stacey Miranda, Director of Community Services

For the TEAM:

1468229 BC LTD
DB Williams Lake Mustangs Hockey Club
4535 Williams Lake, BC V2G 5E8
P 250.398.0336
E robinlucas55@gmail.com

29) Entire Agreement

- a. This Agreement shall be deemed to constitute the entire Agreement between the Operator, and the TEAM with respect to the matter herein and shall supersede all previous negotiations, representations, and documents in relation hereto made by either party to this Agreement.

30) Peaceful Surrender

- a. The TEAM will upon non-renewal at the expiration of the term or sooner if the Agreement is terminated as provided herein, immediately surrender the Dressing Room, Storage Area and Office and all other

benefits in a peaceable way.

31) Waiver

- a. No waiver by any of the parties of any breach by the other parties of any 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.

32) Miscellaneous

- a. 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.
- b. 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.
- c. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors, and assigns.
- d. The invalidity of any provision of this Agreement or part thereof shall not affect the remainder of this Agreement or such provision.
- e. This Agreement may be signed in counterparts and each such counterpart will constitute an original document and such counterparts, taken together, will constitute one and the same instrument. A counterpart may be delivered by fax or any other form of electronic transmission.
- f. This Agreement will be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of British Columbia.

IN WITNESS WHEREOF the parties hereto have executed this Agreement by affixing their signatures hereto.

Signed on behalf of the TEAM:

Authorized Signatory

Date

Authorized Signatory

Date

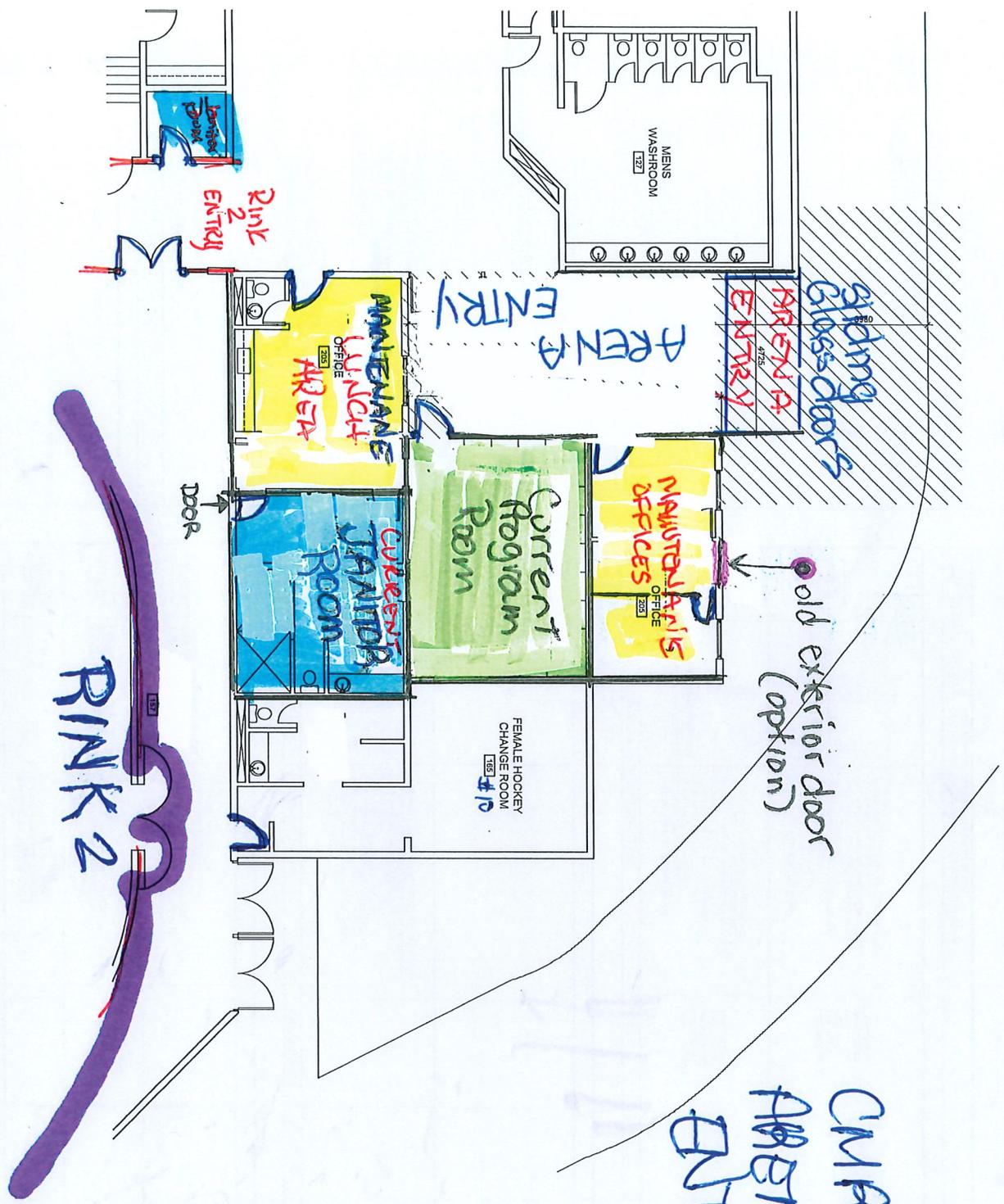
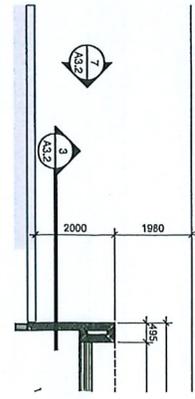
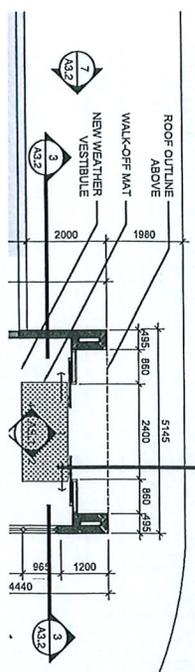
Signed on behalf of the OPERATOR:

Director of Community Services

Date

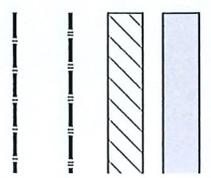
Chief Administrative Officer

Date



CURVE
ARENA
ENTRANCE

Storage
Feb 6/24



GENERAL LEI

Schedule B

Exclusive Opportunity to Sell Advertising:

The TEAM will retain 100% of all alcohol sales during their events.

The TEAM will have exclusive rights to sell advertising within both rinks, offering various placement options such as ice resurfacer, glass, stairs, backlit signage and surrounding walls.

Rink 1

- All available advertising spaces in Rink 1, including new areas that are determined by mutual agreement.
- Currently noted new areas:
 - Stair fronts
 - Spectator Wall Space
 - VIP / Elevated spectator area (viewing to right of entry to Rink 1)
- In Ice logos, with the **exception** of current Ice User Logos (Stampeders / Timberwolves)

A 10% cost sharing of net advertising revenues to the facility, capped at a maximum of \$20,000.00 annually.

Rink 2

- All available advertising spaces in Rink 2, including board adverts and wall adverts.
- New areas that are determined by mutual agreement.
- **Excluding** in ice logos

A 25% cost sharing of net advertising revenues to the facility, with no capped amount, annually.

YEAR 1 of Agreement

Given the start up costs and required facility renovations, the **first year** of cost sharing of net advertising revenues to the facility sharing will be set at:

- Rink 1 will be at 5% with a cap of \$10,000.00
- Rink 2 will be at 15%, no cap

NOTE:

Renovations, tenant improvements and enhanced facility infrastructure will be negotiated for items to be completed. This will be in a separate agreement for the duration of the construction period. This would include adjustments to:

- Plumbing / Electrical
- Media box
- Exterior door office entrance
- Potential parking dedication
- Dressing Room (#10) temporary wall adjustment