

FUNDING, SERVICE AND OCCUPANCY AGREEMENT

CHETWYND PUBLIC LIBRARY

THIS AGREEMENT dated for reference the ___ day of _____, 2023 is

BETWEEN:

PEACE RIVER REGIONAL DISTRICT,
Box 810, 1981 Alaska Avenue, Dawson Creek, BC V1G 4H8
(the “**Regional District**”)

AND:

DISTRICT OF CHETWYND,
Box 357, 5400 Hospital Road, Chetwynd, BC V0C 1J0
(the “**District**”)

AND:

CHETWYND PUBLIC LIBRARY ASSOCIATION,
5012 46 Street, Chetwynd, BC V0C 1J0
(the “**Library Board**”)

WHEREAS:

- A.** The Regional District is the registered owner in fee simple of the land located in the Peace River Regional District legally described as:

Parcel Identifier: 004-111-982
Lot 3 District Lots 482 and 1873 Peace River District Plan 31511

(the “**Land**”)
- B.** The Regional District is constructing a facility on part of the Land (the “**Facility**”) at its own cost, with financial contributions and services from the Library Board and the District in addition to other grants and donations, to be used for the provision of library services as shown on Schedule F, which shall consist of adult, teen and children’s book stacks, a storytelling space, children’s program room, teen seating area, makerspace and virtual reality room, multi-purpose room, outdoor patio, storage spaces and a food service area which is shown outlined in red in Schedule F (the “**Food Service Area**”);
- C.** The Regional District intends that the Facility will be used to provide library services to a portion of Electoral Area E and the Chetwynd area and community, the District intends to assist with the maintenance of the Facility (as set out in Schedule C) and the Library Board intends to operate the Facility to provide services to the public;
- D.** The food service area will be operated and managed by a third-party contractor, as procured through the public process by the District, on behalf of the Regional District;

and

- E. The parties wish to enter into this Agreement to clarify their respective rights and obligations in respect to the Facility and the provision of library services;

THIS AGREEMENT is evidence that in consideration of \$1.00 paid by each party to the other, the Regional District's construction, at its own cost with the financial contributions of the District, Library Board and other grantors, of the Facility, the promises exchanged below, and other good and valuable consideration (the receipt and sufficiency of which each party hereby acknowledges), the parties agree with each other as follows:

ARTICLE 1: TERM OF AGREEMENT

1. **Term** – The term of this Agreement shall be for a period of ten (10) years, beginning on the date this Agreement is fully executed by the parties (the "**Commencement Date**") and expiring ten (10) years after the Commencement Date, subject to possible renewal or earlier termination pursuant to the terms of this Agreement (the "**Term**").
2. **Renewal Option** – The Library Board, if not in default hereunder, may renew this Agreement for one further term of ten (10) years (the "**Renewal Term**") on the same terms and conditions contained herein, save and except for this renewal provision. This option must be exercised by the Library Board giving notice in writing to the Regional District and the District in the manner provided herein not less than 90 days and not more than 365 days prior to the expiry of the Term.

ARTICLE 2: LEGAL OWNERSHIP OF FACILITY

3. **Legal Ownership of the Facility**
 - (a) Despite any contribution by any other party to the funding, construction, operation or maintenance of the Facility, the Regional District is and shall continue to be the sole legal and beneficial owner of the Facility.
 - (b) Each of the Library Board and the District hereby specifically confirm that, notwithstanding any contribution by either of them to the funding, construction, operation or maintenance of the Facility, or anything else contained in this Agreement, neither the Library Board nor the District has or will acquire through performance of its obligations hereunder, any interest in the Land or portion of the Land or in the Facility including, without limitation, any ownership, lease, option or right of first refusal, and each of the Library Board and the District hereby agrees not to register or apply to register any interest or claim against or in respect of title to the Land.

ARTICLE 3: LIBRARY BOARD AGREEMENT TO MAINTAIN

4. **Maintenance and Repair of the Library & Additional District Services** – The Library Board will maintain and repair the Facility in accordance with its responsibilities set out in Schedule B. The District will provide the additional services in respect of the Facility as set out in Schedule C.

5. **Library Board Alterations**

- (a) The Library Board shall not make any improvements, extensions, installations, alterations, additions or renovations to the Facility, or alter the existing state of the Facility in any way, without the prior written consent of the Regional District, which may be withheld in the Regional District's sole discretion.
- (b) If the Regional District gives such consent, the Regional District may require that drawings and specifications for such work be completed by a qualified professional to the satisfaction of the Regional District.
- (c) Any improvements, extensions, installations, alterations, renovations or additions to the Facility, including where paid for in whole or in part by the Library Board or the District, shall be the permanent property of the Regional District.
- (d) All improvements to the Facility shall be reported to the Regional District annually and will include a description and value of the improvements for the purposes of the Regional District's Asset Management Plan.

6. **Minimum Work Standards** – The District shall ensure that any repairs or maintenance done with respect to the Facility, and the Library Board shall ensure that any repairs, maintenance, improvements, extensions, installations, alterations, renovations or additions to the Facility, by or on behalf of the Library Board or the District, as the case may be, shall:

- (a) not affect any structural or foundation elements of the Facility; and
- (b) meet or exceed the standards of materials and construction employed in the original construction of the Facility.

ARTICLE 4: LIBRARY BOARD AGREEMENT TO OPERATE

7. **Operation** – The Library Board agrees to operate the Facility in accordance with the requirements of the *Library Act* and the Library Board's obligations under Schedules A and B and on the terms and conditions contained in this Agreement. In particular, the Library Board shall:

- (a) provide the library services set out in Schedule A to all residents within the jurisdictional boundaries of the Regional District's service area under *Chetwynd and Defined Portion of Electoral Area E Library Service Establishment Bylaw No. 2331, 2018* and observe and comply with all requirements and restrictions set out in Schedule A;
- (b) not, unless specifically indicated otherwise under this Agreement or the *Library Act*, charge the public any fees for the provision of such services, which shall be provided free of charge. The Library Board acknowledges and agrees that the funds provided to it pursuant to this Agreement shall only be used to operate the Facility in accordance with this Agreement, including to provide the services and perform the obligations set out Schedules A and B; and

- (c) not make any other use of the Facility, except with the prior written approval of the Regional District, which approval may be withheld at the sole discretion of the Regional District.
- 8. No Subcontracting** - The Library Board shall perform its obligations under this Agreement using only Library Board employees, authorized contractors and volunteers to provide core library services, as set out in Schedule A and shall not engage any other persons to perform any of its obligations under this Agreement, without the prior written consent of the Regional District, which consent may be withheld at the sole discretion of the Regional District.
- 9. No Unlawful or Unsuitable Use** – The Library Board shall not permit the use of the Facility for any unlawful use or for any use, performance or activity that contravenes the *Human Rights Act* (British Columbia), any use inconsistent with the policies of the Regional District as those policies may change from time to time, or any other use otherwise unsuitable for a public facility. The Library Board shall provide the Regional District with advance written notice of any booking requests that might be of a controversial nature or raise possible concerns and shall not conduct any such use without the written consent of the Regional District.
- 10. Comply with Applicable Laws and Policies** – The Library Board shall:
- (a) comply at its own expense with all laws, regulations and policies of any and all authorities from time to time applicable to the Facility and library services, and all notices in pursuance of same; and
- (b) ensure that all necessary permits are in place for programs, including but not limited to health and childcare permits.
- 11. Refusal to Use** – The Library Board may refuse to permit any person or group to use the Facility if:
- (a) the person or group has an unpaid account of greater than 90 days in respect of the use of the facility or services;
- (b) the Library Board or the Regional District considers that the proposed use would not comply with any provision of this Agreement; or
- (c) they have violated the Facility Code of Conduct in the past and the Library Board considers that they or their use is disruptive, disrespectful, violent, or abusive to other users, volunteers or staff.

ARTICLE 5: LIBRARY BOARD'S GENERAL OBLIGATIONS

- 12. Library Board's Covenants** – The Library Board covenants and agrees with the Regional District as follows:
- (a) not to cause, maintain or permit anything that may be or become a nuisance on or from the Facility to the operations of the Chetwynd and District Recreation Centre also located on the Lands, or to any adjacent owners or occupiers of lands,

or to the public, including by the accumulation of rubbish, or unused personal property of any kind;

- (b) not to commit or permit waste to the Facility;
 - (c) to take all reasonable precautions to ensure the safety of all persons using the Facility and participating in library services; and
 - (d) to comply with any and all statutes, bylaws, regulations and orders from time to time in force and to obtain all required approvals and permits thereunder and not to do or omit to do or permit anything on or from the Facility in contravention thereof.
- 13. Library Board Must Provide Staff** – In accordance with the *Library Act*, the Library Board shall:
- (a) employ and provide the services of such staff, contractors, and volunteers as are necessary to safely and efficiently carry out the obligations and responsibilities of the Library Board under this Agreement; and
 - (b) train, supervise and remunerate or cause to be hired, trained, supervised and remunerated, all employees, contractors and volunteers required to safely and efficiently carry out the obligations and responsibilities of the Library Board under this Agreement.
- 14. Criminal Record Checks** – The Library Board shall ensure that a complete and current criminal record check with satisfactory results is obtained for all of its staff, volunteers and contractors.
- 15. Workers' Compensation** – The Library Board shall comply with the *Workers Compensation Act* (British Columbia) and all regulations and orders from time to time in force thereunder, including the *Occupational Health and Safety Regulation*, and, upon request from the Regional District, provide evidence of any required registration under that Act and evidence of compliance with any requirement under that Act to make any payments or pay assessments. In addition, the Library Board shall be the “prime contractor” for those portions of the Facility that do not include the Food Service Area (shown in Schedule F) under the *Workers Compensation Act* (British Columbia) and shall fulfill all of the “prime contractor’s” obligations under that Act, including by ensuring that the activities of any employers, workers and other persons on or within the Facility relating to occupational health and safety are coordinated and by doing everything that is reasonably possible to establish and maintain a process that shall ensure compliance with that Act and regulations thereunder, including the Occupational Health and Safety Regulations.
- 16. Food Service area** – The Food Service Area will be a separate and distinct area from the rest of the facility, and the food service provider procured by the District under section 9 of Schedule C shall be the “prime contractor” for the purposes of the *Workers Compensation Act* (British Columbia) for the Food Service Area as shown in the floor

layout in Schedule F.

- 17. No Discrimination Contrary to Code** – The Library Board shall not discriminate against any person contrary to the *Human Rights Code* (British Columbia).
- 18. Security** – The Library Board shall provide security within the Library, including by ensuring all security systems are armed and doors and windows are locked and secured when the Facility is closed.
- 19. Emergency and Evacuation Procedures** – The Library Board must submit for approval of the Regional District, within 21 days following the Commencement Date, detailed procedures and action plans outlining the emergency and evacuation procedures which the Library Board will follow in the event of any of the following incidents:
- (a) the sounding of smoke, fire or other alarms;
 - (b) lighting failure;
 - (c) power failure;
 - (d) bomb threat;
 - (e) threat of riot;
 - (f) gas leak;
 - (g) lost person;
 - (h) death or injury;
 - (i) burglary; and
 - (j) other situation where there may be risk to the public or staff,
- and the Library Board must follow these procedures and plans throughout the Term.
- 20. Notification to Public** – The Library Board shall post signs, and otherwise ensure that users of the Facility and the public know the required safety precautions required at the Facility and the procedures to be followed in the event of an accident, emergency or evacuation situation.
- 21. Availability of Contact Person** – The Library Board shall ensure that a Library Board contact person is available by telephone 24 hours per day and the Library Board shall ensure that this person is available to attend at the Facility within one hour of request by the Regional District. The Library Board shall ensure that the Regional District at all times has the name and contact information for this contact person.

ARTICLE 6: INSURANCE

Library Board Insurance Requirements & Obligations

- 22. General Liability Insurance** - The Library Board, at the Library Board's cost, will obtain and keep in force throughout the existence of this Agreement, general liability insurance

protecting against claims for personal injury, death or property damage occurring upon or in or about the Facility and Grounds, in an amount of not less than \$3,000,000 per accident or occurrence. The insurance shall:

- (a) be primary and not contributory;
- (b) contain a cross-liability clause;
- (c) contain a deductible satisfactory to the Regional District;
- (d) name the Regional District as an additional insured;
- (e) name the District of Chetwynd as an additional insured;
- (f) be issued by an insurer licensed to carry on the business of insurance under the laws of British Columbia; and
- (g) provide it may not be cancelled or materially altered by the insurer except upon at least 30 days' notice

(the "**Insurance Policy**").

- 23. Contractor Insurance and Coverage Requirements** - The Library Board, District and Regional District will retain the following coverage with respect to their respective contractors and employees who perform work or services at the Facility:
- (a) WorkSafe BC coverage;
 - (b) unemployment compensation coverage;
 - (c) general liability coverage of not less than \$2,000,000; and
 - (d) any other coverage required by law.
- 24. Renters to Obtain General Liability Insurance** - The Library Board will ensure that any person or group (an "**Applicant**") requesting to use the Facility will have appropriate general liability insurance in an amount not less than \$3,000,000 as required in the form attached as Schedule E to this Agreement.
- 25. Party Alcohol Liability Insurance** - In the event that alcohol is served during special events, the Library Board will ensure that the Applicant or host obtains party alcohol liability insurance in an amount of not less than \$5,000,000 per accident or occurrence, or such greater amount as may be required by the Regional District from time to time, naming the Regional District as additionally insured. Upon request by the Regional District at any time, the Library Board will deliver to the Regional District, at the beginning of each year of this Agreement, proof of coverage for each of the special events that occurred in the previous year where alcohol was served.
- 26.** The Library Board shall give to the Regional District immediate notice by telephone in case of fire, accident or other damage to the Lands, and that notice shall be confirmed in writing within seven days of the loss.

27. The Library Board acknowledges that the Regional District may not carry contents insurance in respect of library-related contents and hereby releases the Regional District from any claims the Library Board might otherwise make for damage to any goods or equipment the Library Board may store at the Facility during the Term.
28. The Library Board shall provide the Regional District with proof of liability insurance and other coverage annually.

Regional District Insurance Requirements & Obligations

29. **Property Insurance** – The Regional District shall obtain and maintain during the Term “all risks” property insurance, for the replacement cost of the Facility and all of the Regional District’s fixtures in the Facility.
30. The Regional District shall obtain and maintain during the Term comprehensive general liability insurance providing coverage for death, bodily injury, property loss and damage, and all other losses, arising out of or in connection with the Regional District’s use of the Facility in an amount of not less than \$2,000,000 per occurrence and will name the District and the Library Board as additional insureds.
31. The Regional District shall not be responsible for insuring any equipment, goods, or chattels stored on the Lands by any person using the Lands pursuant to a Facility Rental Agreement (as hereinafter defined) and the Regional District shall not be responsible for any loss or damage to such goods.

District of Chetwynd Insurance Requirements & Obligations

32. The District shall obtain and maintain during the Term comprehensive general liability insurance providing coverage for death, bodily injury, property loss and damage, and all other losses, arising out of or in connection with the maintenance of the Facility in an amount of not less than \$2,000,000 per occurrence and name the Library Board and Regional District as additional insureds.

Failure to Insure

33. In the event that the Library Board or the District fails to insure as required under this Agreement the Regional District may, but shall not be obligated to do so, obtain the missing insurance at the expense of the party who failed to insure. All costs of the Regional District in doing so shall be due and payable by the party that failed to insure within 10 days of receipt of an invoice.

ARTICLE 7: PROTECTIONS AND INDEMNITIES

34. **Builder’s Liens** – The Library Board shall promptly and fully pay for all work and materials to the Facility and shall not permit any builder’s liens for work, labour, services or material ordered by the Library Board or for the cost of which the Library Board may be in any way obligated during the term of this Agreement, to attach to the Land.
35. **Discharge of a Lien** – Should such a lien, claim of lien or related judgment or certificate of pending litigation be filed as a result of any work by or for the Library Board, the Library

Board, within 30 days of receiving notice from the Regional District to discharge the lien, must procure the discharge by payment or by giving security or in such other manner as is or may be required or permitted by law.

- 36. Notice Under *Builders Lien Act*** – The Library Board acknowledges that the Regional District may file a notice against the title to the Land pursuant to the *Builders Lien Act* (British Columbia).
- 37. Release** – The Library Board and the District each release the Regional District and agree not to sue the Regional District in respect of any matter arising out of or relating to this Agreement, except for breach by the Regional District of any of its obligations under this Agreement, or any Regional District negligence in the performance thereof. In this section, references to the Regional District include its elected officials, officers, employees, agents, contractors and others for whom it is in law responsible. This release survives the expiry or earlier termination of this Agreement.
- 38. Indemnity by Library Board** – The Library Board agrees to defend, save harmless and indemnify each of the District and the Regional District against and from suits, claims, liabilities, damages, costs (including legal costs on a solicitor and client basis), expenses, demands and actions of any kind or nature whatsoever for which the District or the Regional District may become liable, suffer or incur by reason of or related to or arising from:
- (a) any breach, violation, default or non-performance by the Library Board of any provision of this Agreement;
 - (b) any wrongful act, omission or negligence of the Library Board, or its members, directors, officers, employees, volunteers; agents, contractors or others for whom they are responsible; or
 - (c) any death, personal injury, property damage, property loss, contamination, economic loss or other loss or harm suffered by any person, on or in relation to the Facility.

In this section, references to the District and the Regional District include their respective elected officials, officers, employees, agents, contractors and others for whom it is in law responsible. This indemnity survives the expiry or earlier termination of this Agreement.

- 39. Indemnity by the District** – The District agrees to defend, save harmless and indemnify each of the Library Board and the Regional District against and from all suits, claims, liabilities, damages, costs (including legal cost on a solicitor and client basis), expenses, demands and actions of any kind or nature whatsoever for which the Library Board or the Regional District may become liable, suffer or incur by reason of or related to or arising from:
- (a) any breach, violation, default or non-performance by the District of any provision of this Agreement;
 - (b) any wrongful act, omission or negligence of the District, or its council members,

officers, employees, agents, contractors or others for whom they are responsible;
or

- (c) any death, personal injury, property damage, property loss, contamination, economic loss or other loss or harm suffered by any person, on or in relation to the Facility.

In this section, references to the Library Board and the Regional District include their respective elected officials, officers, employees, agents, contractors and others for whom it is in law responsible. This indemnity survives the expiry or earlier termination of this Agreement.

ARTICLE 8: POWERS AND REMEDIES OF REGIONAL DISTRICT

- 40. Inspections** – The Library Board acknowledges that the Regional District and the District, by their respective authorized representatives, may, but are not obligated to, carry out inspections of the Facility for the purpose of determining whether the Library Board is complying with its obligations under this Agreement.
- 41. Orders to Correct Default** – If the Regional District considers the Library Board to be in breach of any of its obligations under this Agreement, the Regional District may give to the Library Board a written notice requiring correction of such default within the time specified in the notice.
- 42. Action on Library Board’s Default** – The Library Board must promptly correct its default according to any notice received from the Regional District or the District under the preceding section and, if the Library Board fails to do so, the Regional District or the Board may, but is not obligated to, cause such default to be corrected at the Library Board's cost and may cause the Regional District’s employees or contractors to enter the Facility for such purpose. In the event of an emergency, the Regional District or the District may undertake repairs and maintenance without prior notice to the Library Board.
- 43. Payment for Action** – Should the Regional District deem it necessary to correct any default of the Library Board, then the Library Board will pay to the Regional District a fee for carrying out the Library Board’s obligations, an amount equal to 15% of the cost of such work so carried out, which amount will be in addition to the actual cost of such work.
- 44. Payment within Five Days** – The Library Board shall pay to the Regional District all such costs as the Regional District may incur in correcting any Library Board default under this Agreement within 5 business days of receipt of a statement of account, and unpaid accounts shall bear interest at the rate specified in this Agreement.
- 45. Library Board not Relying on Regional District or the District** – Notwithstanding that the Regional District may inspect the Facility and require repairs and maintenance, the Library Board agrees that it is responsible for maintenance of the Facility as specified in Schedule B to this Agreement and it is not relying on the Regional District for determining the need for maintenance of the Facility. The Library Board will advise the District or Regional District of any repairs or hazards that need to be remediated.

46. **No Liabilities of a Capital Nature** – For clarity, and notwithstanding any other provisions of this Agreement, the Regional District will have no obligation whatsoever to make any repairs or undertake any expense where such repair or expense is of a "capital nature" within the meaning of the Regional District Liabilities Regulation, B.C. Reg. 261/2004.

ARTICLE 9: TERMINATION OF LIBRARY BOARD'S INVOLVEMENT

47. **Termination by Library Board** – The Library Board may terminate its rights and obligations under this Agreement at any time, for no cause, with termination to be effective 24 months after receipt of notice by the Regional District. Such termination shall not relieve the Library Board from liability for any default by the Library Board in its obligations under this Agreement prior to such termination taking effect.
48. **Termination by Regional District** – The Regional District may terminate this Agreement with respect to the Library Board at any time, for no cause (i.e. without reason), with termination to be effective 24 months after receipt of notice by the Library Board. Such termination shall not relieve the Library Board from liability for any default by the Library Board in its obligations under this Agreement prior to such termination taking effect.
49. **Termination for Library Board Default** – The Regional District may terminate this Agreement with respect to the Library Board by giving notice of immediate termination to the Library Board:
- (a) in the event of:
 - (i) bankruptcy or insolvency;
 - (ii) the taking of any proceedings toward dissolution or winding up of the Library Board;
 - (iii) if demand for payment is made upon the Library Board by its bank; or
 - (iv) a foreclosure action is commenced against the Library Board by its bank;
 - or;
 - (b) if the Library Board fails to abide by any term or obligation of this Agreement and fails to rectify the default within the time specified in the written notice from the Regional District requiring rectification of the default.

Such termination shall not relieve the Library Board from liability for any default by the Library Board in its obligations under this Agreement prior to such termination taking effect.

50. **Obligations of Regional District and District Continue** – Notwithstanding the termination of this Agreement with respect to the Library Board under this Agreement, the covenants and obligations between the Regional District and the District shall at all times remain in effect.

ARTICLE 10: STANDARD CLAUSES

- 51. Library Board's Representations and Warranties** – The Library Board represents and warrants that the Library Board:
- (a) is a public library association under Part 4 of the *Library Act* (British Columbia) and in good standing under the laws of British Columbia;
 - (b) has the power and capacity to enter into and carry out the obligations under this Agreement;
 - (c) has completed all necessary resolutions and other preconditions to the validity of this Agreement; and
 - (d) will abide by the *Library Act* and all applicable legislation governing public library associations in British Columbia.
- 52. Damage and Destruction** – If the Facility is damaged by fire or other casualty that renders all or a substantial part of the Facility unusable by the public, and the Regional District decides not to restore the same, then the Regional District shall, within 30 working days after the happening of such fire or other casualty, give to the Library Board and the District a notice in writing of such decision and thereupon the Term will expire effective the 30th business day following the occurrence of the damage, and the Library Board will cease operating the Facility and providing library services.
- 53. Compliance with Environmental Laws** – The Library Board shall:
- (a) permit the Regional District to investigate the Facility and the Library Board's records at any time and from time to time to verify whether the Library Board is in compliance with all environmental laws;
 - (b) at times reasonably requested by the Regional District obtain a report from an independent consultant verifying compliance with all environmental laws;
 - (c) not store, dispose, treat, use, release or transport any environmental contaminants on the Land, nor permit such;
 - (d) promptly remove all environmental contaminants from the Land which it has released or permitted to be released into the Land;
 - (e) notify the Regional District and the District if the Library Board discovers any environmental contaminant or if any order, claim, action or proceeding is threatened or commenced in relation to environmental contaminants on the Land; and
 - (f) provide the Regional District and the District with all necessary authorizations in order for the Regional District and the District to make enquiries about the Library Board's compliance with environmental laws.
- 54. Condition of Library** – At the expiry or earlier termination of this Agreement, the Library Board shall ensure that the Facility is clean, uncontaminated, and in good condition,

reasonable wear and tear excepted.

- 55. No Assignment** – The Library Board shall not assign this Agreement in whole or in part, without the prior written consent of the Regional District, in the sole discretion of the Regional District.
- 56. Independent Contractor** – This is an agreement for the performance of services and the Library Board is engaged under this Agreement as an independent contractor for the sole purpose of providing the services. This Agreement does not create a joint venture or partnership. Neither the Library Board nor any of its employees or contractors is engaged by the Regional District as an agent of the Regional District or has any authority to bind the Regional District in any way whatsoever. The Library Board will pay and remit, and otherwise be responsible for, all withholding taxes, income taxes, Canada Pension Plan contributions, employment insurance deductions and any other deductions required by the applicable provincial or federal statutes for the Contractor and any of its employees. The Library Board agrees to indemnify and hold harmless the Regional District should the Regional District be required to pay any remittances described above.
- 57. Notices** – All notices required or permitted to be given under this Agreement shall be in writing and may be delivered by hand, sent by email or sent by first-class prepaid express mail to the addresses set forth on the first page or such other address as may from time to time be notified in writing by the parties.

Notices to the Regional District or to the District, shall be to the attention of the applicable Chief Administrative Officer.

Any notice delivered by hand shall be considered given when delivered. A notice sent by email will be considered given when sent. Any notice mailed shall be deemed to have been given and received on the expiration of three days after it is posted, provided that if there should be between the time of mailing and the actual receipt of the notice a mail strike, slow down or other labour dispute which might affect the delivery of such notice by mail, then such notice shall only be effective once delivered.

- 58. Library Board's Obligations** – All obligations to be performed by the Library Board under this Agreement shall be performed at its own cost.
- 59. Decisions by the Regional District** – Unless otherwise specified in this Agreement, all decisions that may be made by the Regional District under this Agreement may be made on its behalf by its Chief Administrative Officer or their delegate.
- 60. Decisions by the District** – Unless otherwise specified in this Agreement, all decisions that may be made by the District under this Agreement may be made on its behalf by its Chief Administrative Officer.
- 61. Decisions by the Library Board** – Unless otherwise specified in this Agreement, all decisions that may be made by the Library Board under this Agreement may be made on its behalf by its Library Director.
- 62. Time of the Essence** – Time is of the essence respecting this Agreement.

- 63. Further Assurances** - The parties hereto shall execute and do all such further deeds, acts, things and assurances that may be reasonably required to carry out the intent of this Agreement.
- 64. Entire Agreement** - This Agreement is the entire agreement between the parties and neither the Regional District nor the District nor the Library Board has given or made any representations, warranties, guarantees, promises, covenants or agreements to the other except those expressed in writing in this Agreement.
- 65. Amendments** - No amendments to this Agreement shall be valid unless evidenced by written agreement executed by the Regional District, the District, and the Library Board. The Regional District and the Library Board may amend this Agreement without the agreement of the District provided except that any amendment to the services to be provided by the District, or the payment to be received by the District for such services, under this Agreement shall require the agreement of the District.
- 66. Interpretation** - In this Agreement:
- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
 - (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
 - (c) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
 - (d) the term “enactment” has the meaning given to it under the *Interpretation Act* (British Columbia) on the reference date of this Agreement;
 - (e) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
 - (f) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced from time to time, unless otherwise expressly provided;
 - (g) where the word “including” is followed by a list, the contents of the list are not intended to limit or otherwise affect the generality of the expression preceding the word “including”; and
 - (h) reference to a "party" is a reference to a party to this Agreement and to respective corporate successors, trustees, administrators and receivers.
- 67. Compliance with Laws, Regulations & Regional District Policy** - The Library Board shall, in the operation, maintenance and improvements of the Facility, comply with all Local Government, Provincial, and Federal legislation. This includes policies of the Regional District, as may be amended from time to time, including but not limited to;
- (a) Peace River Regional District – Facility Code of Conduct Policy

- (b) Peace River Regional District – Tree Management Policy
68. **Waiver** - Waiver by a party of any default by another party shall not be deemed to be a waiver of any subsequent default by that party or any other party. All waivers must be in writing.
69. **No Registration** - The Library Board acknowledges that this Agreement is not registrable in the Land Title Office.
70. **Interest** - All amounts unpaid by the Library Board to the Regional District or the District shall bear interest at a rate of 10% per annum, compounded semi-annually not in advance.

ARTICLE 11: COSTS & BUDGET

71. **Annual Budget** – No later than November 15th of each year during the Term, the Library Board shall submit to the Regional District an annual operating budget for the Facility for the upcoming calendar year, in such form and with such information as the Regional District may require.
72. **Regional District Operating Grant to Library Board**
- (a) Where the Regional District’s annual budget so provides, the Regional District may, but is not obligated to, pay to the Library Board an annual operating grant in whole or in part-for the operation of the Facility and provision of library services as outlined in Schedule A, the amount of which operating grant would be calculated based on a Regional District-approved annual operating budget, including revenue and expenses, submitted by the Library Board in accordance with this Agreement.
- (b) The Library Board is required to use such grant for the sole purpose of carrying out its obligations to provide library services as outlined in Schedule A and to operate, repair and maintain the Facility in accordance with the terms and conditions of this Agreement.
- (c) The Library Board may seek out and obtain other grants and donations to fund library programs or services that are not listed in Schedule A, so as long as no funds provided by the Regional District are used for services or programs not listed on Schedule A.
- (d) If the Regional District elects to pay the Library Board an annual operating grant for the year, the Regional District will pay the Library Board:
- (i) by May 1st of that year, 50% of the grant funds budgeted by the Regional District; and
- (ii) by June 30th of that year, the remaining 50% of grant funds budgeted by the Regional District less the amount of surplus that has been retained by the Library Board (if any), if determined by the Regional District Board.

- (e) If there is a surplus of funds:
 - (i) the Library Board will provide details to the Regional District by May 15 of each year of how they propose the surplus funds from the previous year to be used;
 - (ii) the Regional District will make a determination on whether to:
 - (A) reduce the annual operating grant by the same amount of the surplus reported by the Library Board for the previous year and place the extra funds requisitioned in a reserve for the function held by the Regional District; or
 - (B) allow the Library Board to utilize the surplus funds to support operations or minor capital projects in the upcoming budget year.
 - (f) The Regional District shall not support the Library Board, and the Library Board shall not request or budget for such support, in accumulating:
 - (i) an operating reserve in excess of the value of six months of operating expenses based on the prior year's actual expenses; and
 - (ii) a minor capital reserve in excess of \$100,000 without an approved capital plan.
 - (g) If there is a reduction of funding from provincial sources, the Library Board may request additional funds to cover the reduction.
 - (h) Requests for new capital funding or one-time special operating projects outside of the operational funding provided under this section will be provided in writing as part of the budget submission by November 15th of each year. All additional funding requests from the Library Board to the Regional District will be presented with a business case analysis.
- 73. Regional District Contract Fee to District for Schedule C Services** –The Regional District shall on an annual basis pay fees to the District in accordance with Schedule C for services provided by the District under that Schedule C.
- 74. Regional District Costs** – The Library Board and the District acknowledge the financial contributions made by the Regional District in relation to the Facility for the provision of library services. These contributions include the Regional District:
- (a) paying fees related to the cost of maintenance and repairs undertaken by the District on behalf of the Regional District and Library Board; and
 - (b) allocating funds to be used at the Regional District's discretion to support elements of the Chetwynd Library Service function, which may include but are not limited to:
 - (i) investment into a capital reserve;

- (ii) investment into an operating reserve;
- (iii) cost of grant to the Library Board for the operation of the library, pursuant to section 72 of this Agreement;
- (iv) property insurance, pursuant to section 29 of this Agreement;
- (v) costs for major repairs or maintenance of the facility, pursuant to section 4 of schedule C to this Agreement; and
- (vi) administration fees for the operation of the service function including but not limited to those in section 7 schedule C to this Agreement.

ARTICLE 12: FACILITY RENTAL & USE AGREEMENTS, FEES & REVENUE

75. Facility Rental Agreements

- (a) The Library Board may, without the consent of the Regional District, enter into a Facility Rental Agreement with third parties for the use of public portions of the Facility which excludes the Food service Area and staff areas, so long as the term of each Facility Rental Agreement is for a duration of not more than 15 days per calendar month. Longer-term use requires the prior written consent of the Regional District.
- (b) The Library Board shall require Applicant under the preceding paragraph to enter into a formal Facility Rental Agreement in the form attached as Schedule E, which shall include the Waiver and Indemnity Clause in the form attached as Schedule D and the Applicant's agreement to be bound by such Waiver and Indemnity Clause.
- (c) The Library Board may refuse to permit any person or group to use the Facility or take part in a program or service if:
 - (i) the person or group has an unpaid account in respect of the use of the Facility or library services;
 - (ii) the Library Board or the Regional District considers that the proposed use would not comply with any provision of this Agreement; or
 - (iii) the Applicant has violated the Peace River Regional District's Facility Code of Conduct Policy in the past and have demonstrated that they or their event is disruptive, disrespectful, violent, or abusive to other users, volunteers or staff.
- (d) The Library Board or Applicant may serve or allow for the service of alcohol in the Facility during special events if the Applicant:
 - (i) obtains host liquor liability insurance in accordance with section 25 of this Agreement;
 - (ii) obtains all required liquor and business licenses and permits and

complies with the terms thereof and with all applicable laws, regulations, and orders of government authorities having jurisdiction, and has ensured that every person serving alcohol at the event has successfully completed an alcohol service training program; and

- (iii) provides the Library Board and the Regional District with evidence, satisfactory to the Library Board and the Regional District, of having met the requirements under (i) and (ii) above.
- (e) Pursuant to s. 115 of the *Liquor Control and Licensing Regulation* the Regional District grants the Library Board permission to hold and permit Applicants to hold under Facility Rental Agreements, special events where alcohol may be served. The Library Board acknowledges and agrees that such permission in no way negates the releases and indemnities provided for in this Agreement or in Schedule D to this Agreement. The Library Board further agrees that it shall release and indemnify the Regional District against all claims arising from or in any way related to the serving of alcohol in the Facility.

76. Donations and Rental Fees –

- (a) In accordance with the *Library Act*, the Library Board may accept donations related to and charge fees for access to the Facility to host events after regular hours of operation, as long as the proceeds go towards library programs and services or the purchase of library equipment.
- (b) Despite the foregoing, the Regional District shall not in any circumstance be charged any fees for use of the Facility and the Regional District may from time to time use the Facility or any part thereof for any purpose in the Regional District's sole discretion.

77. Library Board to Retain all Revenue – In accordance with the *Library Act*, the Library Board may retain all gross revenue collected with respect to the public operation of the Facility and must use such revenue for the sole purpose of carrying out its obligations under this Agreement to operate and maintain the Facility, all of which shall be accounted for in the annual budget provided by the Library Board to the Regional District pursuant to this Agreement.

78. Invoice Payable in 30 Days – Each invoice issued by the District under this Agreement is payable in full within thirty (30) days of the date of the invoice, unless otherwise specified in this Agreement.

ARTICLE 13: REPORTING AND RECORDS

79. Financial Records – The Library Board shall keep books of account, receipts, records, vouchers, cheques, papers and documents in relation to the Library Board's management and operation of the Facility according to generally accepted accounting principles and in a manner acceptable to the Regional District.

80. Financial Statements – On or before May 15 of each year, commencing in 2023, the

Library Board shall provide to the Regional District financial statements prepared by an accountant for the immediately preceding calendar year respecting the management and operation of the Facility and setting out the gross revenue and expenses in relation to the Facility.

- 81. Comprehensive Annual Reports** – The Library Board shall provide the Regional District and the Board with a comprehensive annual report on or before May 15th of each year, in a form acceptable to the Regional District, addressing at least the following in respect of the previous calendar year:
- (a) number and type of programs offered over the year
 - (b) participation numbers in programs
 - (c) total library users & demographics of users
 - (d) partnerships
 - (e) plans for the upcoming year
 - (f) how the past year’s activities aligns with the Library Board’s Strategic Plan and how the upcoming year will also align with that plan
 - (g) safety;
 - (h) facility inspection;
 - (i) five year capital plan;
 - (j) incidents & accidents; and
 - (k) other information that the Regional District reasonably requires.
- 82. Access to Records** – The Library Board agrees that the Regional District and its auditors, upon request, shall have access to the books of account, records, vouchers, cheques, papers, rental agreements, proof of insurance and documents of and which may relate to the operation, repair and maintenance of the Facility and library services.
- 83. Right to Audit** – The Regional District retains the right to have all financial statements pertaining to this Agreement audited at the Regional District’s expense, with the Library Board’s full cooperation.
- 84. Retention of Records** - The Library Board will retain copies of executed Facility Rental Agreements and proof of insurance for six years.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the dates written below.

PEACE RIVER)
REGIONAL DISTRICT, by its authorizes signatories)
))
:)
))
_____))
Chair: XX)
))
_____))
Chief Administrative Officer: Shawn Dahlen)

District of Chetwynd
By its authorized signatories:)
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_____))
Authorized Signatory)
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Authorized Signatory)

Chetwynd Public Library Association
by its authorized signatories:)
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_____))
Authorized Signatory)
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_____))
Authorized Signatory)

SCHEDULE A - DESCRIPTION OF LIBRARY SERVICES

The following provides a description of the Peace River Regional District's service expectations with respect to the funding provided to the Library Board from tax requisition or operating grant. Without limiting the generality of the foregoing, the Library Board's obligations to provide services outlined in this Schedule are limited to those services that are adequately funded by the Regional District and prioritized in accordance with the terms of the operating grant or other funding.

Description of Library Services

1. No later than November 15th of each year during the Term, the Library Board shall submit to the Regional District for approval the proposed operating hours for the Facility for the upcoming calendar year, in such form and with such information as the Regional District may require. The Facility will be open to the public in accordance with the hours of operation approved by the Regional District, subject to staff availability or other external forces that reduce the hours of the library and are beyond the control of the Library Board. The Regional District recognizes that in the event that funding is unavailable at the levels outlined in this Agreement, the Library Board may reduce hours of service to fit the approved funding level. The Library Board agrees to consult with the Regional District at least 60 days before making any increase or reduction of hours.
2. The Library Board will provide library services, including the following:
 - (a) Access to and circulation of physical items, such as books, DVDs, CD audiobooks and other materials,
 - (b) Digital access to e-books, e-audiobooks, e-magazines, journals and other research databases,
 - (c) Free Internet access,
 - (d) Provision of computer equipment,
 - (e) Copy, fax and printing services,
 - (f) Safe areas to study, collaborate or work individually, and
 - (g) Access to professionals for research assistance and reader's advisory.
3. The Library Board will provide such further programming and services specifically funded by the Regional District.
4. The parties acknowledge that the Library Board receives external funding to provide programs and other services to support many forms of literacy, including reading and writing literacy, numerical literacy, financial literacy, media and digital literacy, early years literacy, environmental literacy, horticultural literacy, or cultural literacy.
5. The Library Board may provide literacy-supporting programs and other services in the Facility, including:

- (a) access to a continuously updated collection of physical and digital items, including books, audiobooks, magazines, newspapers, DVDs and video games;
 - (b) unlimited interlibrary loans;
 - (c) access to the physical collections of member libraries of BC OneCard;
 - (d) access to provincial and interprovincial library resources, including but not limited to books, audio-visual material, and equipment;
 - (e) printing, fax, copying, scanning and video conferencing services;
 - (f) makerspace and virtual reality services;
 - (g) services for people who are print impaired including large print, audiobook on CD, audiobook player, ebook player with enlarged font, e-audiobook with staff assistance when needed;
 - (h) reference desk, reader's advisory, internet help, and assisting with and disseminating Federal, provincial and local government information;
 - (i) access to public computers and Wi-Fi with technical and customer service support, including providing training to the public on internet use and downloading library digital resources;
 - (j) supporting the community through informal learning opportunities, information, recreation and social interaction;
 - (k) offering adult, young adult, and children's programs such as Summer Reading Program for children and young adults;
 - (l) programs to children and underserved populations and supporting the larger community through:
 - (i) the promotion of various literacies and providing opportunities for parents and children to learn;
 - (ii) reading, making, STE(A)M (Science, Technology, Engineering, Art & Math) and kinetic learning;
 - (iii) provision of reading materials, audio-visual, language learning, and literacy kits.
- 6.** Funding from the Regional District may be used by the Library Board to provide access to information through their collections to support literacy in the areas of legal literacy, health literacy, physical literacy, and emotional literacy. Except as specifically funded by the Regional District as contemplated under section 3, funding from the Regional District may not be used to provide direct programming or programming through partnerships with external service providers in the areas of legal literacy, health literacy, physical literacy and emotional literacy.
- 7.** The Library Board may provide offsite services and programming and in doing so may

make use of equipment and spaces owned by other organizations to provide such programs and services.

8. The Library Board will market library services and events using traditional and social media.
9. The Library Board will collaborate with local and First Nations governments, libraries, schools, colleges, universities, literacy groups and other non-profits in the Region and the Province.

Services outside the scope of the Chetwynd Public Library

10. Services provided by the Library Board at the Facility will not compete with other services provided by local governments, not-for-profits or private businesses. To avoid duplication of services or competition, the Library Board is encouraged to work with other service providers to collaborate on programs and services within the community or provide space for external programs that may benefit library patrons.
11. Food services provided at the Facility will be contracted and managed by the Regional District or its contractor, licensee or agent. The Library Board may contract with the food service operator to provide snacks and refreshments for their programs, however, library staff are not permitted to utilize the Food Service Area for library programs (e.g., cooking programs) or prepare food for library programs.

Library Reporting

12. As per section 40.3 of the *Library Act* the Library Board must:
 - a. prepare annual financial statements in accordance with generally accepted accounting principles;
 - b. provide a copy of the financial statements for inspection by the members of the public library association at or before the annual general meeting; and
 - c. provide a copy of the financial statements to any municipality or regional district that is eligible under section 35 of the *Library Act* to make an appointment to the Library Board.
13. On an annual basis the Library Board will provide an annual report to the Regional District by May 15th that includes the information required under the *Library Act*, as well as the requirements under section 30 of this Agreement.

SCHEDULE B - LIBRARY BOARD OBLIGATIONS

1. **Custodial** – The Library Board shall be responsible for all custodial tasks at the Facility (excluding the Food Service Area), including payment for materials, labour and equipment, at a standard appropriate for a Regional District public facility. Custodial tasks include but are not limited to: dusting; mopping; vacuuming; cleaning restrooms; restocking paper and soap supplies; emptying trash receptacles; disposing trash into dumpsters; disinfecting surfaces including desktops and shelves. The custodian will be responsible for, daily health and safety checks, and notification of the Library Board of any potential repairs.
2. **Outdoor Maintenance** - The Library Board shall be responsible for planting, watering and maintaining plants and flowers on the Facility patio.
3. **Monthly Inspections** – The Library Board will conduct monthly inspections of the facility. Monthly inspection records will be retained submitted to the District on a monthly basis and submitted annually to the Regional District with the annual report.
4. **Work orders, maintenance requests, concerns, or any other requests for District or Regional District services will be made via email request to the following email addresses:**
 - (a) Regional District: community.services@prrd.bc.ca
 - (b) District: maintenance@gochetwynd.com

SCHEDULE C - DISTRICT OF CHETWYND OBLIGATIONS

1. **Removal of Graffiti & Vandalism** – The District shall notify the Regional District of any graffiti or vandalism within two (2) business days and provide a work plan for remediation to community.services@prrd.bc.ca, including timing of cleaning, painting, and repairs, pending weather conditions permit.
2. **Snow Clearing** – The District shall be responsible for snow clearing and de-icing of all pedestrian walkways, sidewalks, patios and emergency exits around the Facility perimeter, and shall ensure that such clearing and de-icing occurs each morning on which it is required and thereafter following the District’s Snow Removal – exits and doors Policy #8-026, as amended from time to time, throughout each day that snow or icy conditions persist.
3. **Outdoor Maintenance** - The District shall be responsible for grass cutting, litter removal, clearing leaves, pruning trees and bushes, filling potholes, repairing fences, weeding, watering, fertilizing and otherwise maintaining the Land. The cost for the services provided by the District under this section 3 are included in the Chetwynd Leisure Pool and Arena budgets and therefore no additional fee will be paid to the District for these services.
4. **Repairs and annual maintenance** –
 - (a) The District shall conduct repairs and regular preventative maintenance on the Facility in the same manner and with the same frequency as they do for similar facilities owned by the District. Repairs and regular preventative maintenance include, but are not limited to: drywall repairs, flooring fixes, plumbing fixture repairs, and electrical fixture repairs. For clarity, the District shall not be responsible for maintenance and repairs to the Facility’s building envelope, roof, windows, or HVAC systems, unless otherwise mutually agreed upon.
 - (b) The District shall liaise with the Library Board and Regional District to coordinate annual repairs and maintenance in order to determine if the Facility will be required to be closed to complete the work identified and mutually agreed by the parties.
 - (c) On an annual basis the District will provide to the Library Board and Regional Board a maintenance schedule for the upcoming year.
5. **Annual Inspections** – The District, in collaboration with the Library Board and Regional District, will lead an annual inspection of the Facility, as per the Districts Facilities Inspection Policy #4-004. Inspection records will be retained and submitted annually to the Regional District.
6. **Internet** - Until such time that fibre/high-speed Internet can be installed at the new library, the District shall provide Internet service via wireless PTP (Point-to-Point) link

from Wabi to the new facility. The Regional District will be responsible for the costs for the equipment, installation and maintenance/servicing of the equipment until fibre/high-speed Internet is available to the new library. The District will invoice the Library Board \$150 for wireless Internet service monthly.

7. **Fee for service** – For District services provided under this Schedule C, the Regional District shall pay the District as follows, and the District will invoice the Regional District on an annual basis no later than 15 days following the end of each calendar year:
 - (a) Labour rates based on the hourly rate of the workers x the number of hours worked.
 - (b) Actual costs for materials and supplies.
 - (c) 10% of the cost of snowplowing and clearing of the parking lot and sidewalks of the entire recreation grounds. This 10% represents the portion of the parking lot and sidewalks utilized by library patrons on the entire recreation centre grounds.
8. **Annual review of fee schedule** – On an annual basis the Regional District and District shall review the costs associated with maintaining the library and the surrounding grounds to determine if the fee for service model is appropriately capturing the above noted costs.
9. **Rental and Maintenance of Food Service Area** – The District will publicly procure and manage a suitable vendor to operate the Food Service Area of the Facility. The District will ensure that the vendor has the appropriate general liability insurance as required by District policy and that the space is operated in accordance with the terms of this Agreement and all applicable regulations.

SCHEDULE D – WAIVER AND INDEMNITY CLAUSE

In consideration of the Library Board entering into a Facility Use Agreement permitting the Applicant to use part of the Facility, the Applicant, by signing the Facility Agreement, covenants and agrees with the Library Board and the Regional District as follows:

1. The Applicant uses the Facility at its own risk and agrees that the Peace River Regional District and the Chetwynd Public Library Association have made no warranties or representations respecting the suitability or condition of the premises.
2. The Applicant shall release, and hereby releases the Peace River Regional District and the Chetwynd Public Library Association, and their officers, elected officials, employees, contractors, servants, agents, heirs, successors and assigns from and against all demands and claims, which the Applicant may have, now or in the future, in relation to this Application, the Facility or the Applicant’s use or occupancy of the Facility.
3. The Applicant shall indemnify, defend and save harmless the Peace River Regional District and the Chetwynd Public Library Association, and their officers, elected officials, employees, contractors, servants, agents, heirs, successors and assigns (collectively, the “Indemnitees” and individually an “Indemnatee”) from and against any and all losses, claims, costs, expenses, damages, liabilities, causes of action, actions, suits and judgments including all costs of defending or denying the same, including all solicitor's fees and disbursements in connection therewith (on a solicitor and client basis) which at any time may be paid, suffered or incurred by or claimed against any of the Indemnitees arising, directly or indirectly, out of:
 - i. any breach of any provision of the Facility Use Agreement;
 - ii. any act, omission or negligence of the Applicant, or any of its members, officers, directors, employees, agents, contractors, subcontractors, volunteers, licensees, guests, invitees or, without limiting the foregoing, others for whom it is responsible; or
 - iii. any damage to property or any injury to person or persons, including death, resulting at any time resulting from the use of the Facility under the Facility Use Agreement.
4. The release and indemnities in this Waiver and Indemnity Clause shall survive the expiry or termination of the Facility Use Agreement.

Applicant Signature

Date

SCHEDULE E - FACILITY USE AGREEMENT

LOCATION: Chetwynd Public Library

APPLICANT INFORMATION	
Organization:	Representative Name:
Email:	Phone:
Mailing Address:	
City:	Postal Code:
FACILITY USE INFORMATION	
Event Name <i>(if applicable)</i>	No. of Participants:
Dates Requesting Use:	
Event Start Time:	Event End Time:
Provide a brief description of event:	
Map/Sketch of Location and Layout of Use <i>(if applicable)</i> ATTACHED <input type="checkbox"/> Yes	
Damage Deposit Paid: \$ _____	Date of Damage Deposit
INSURANCE & LICENSES	
Minimum \$3,000,000 Liability Insurance: ATTACHED <input type="checkbox"/> Yes	
Minimum \$5,000,000 Party Alcohol Liability Insurance: ATTACHED <input type="checkbox"/> Yes <input type="checkbox"/> Not Applicable	
Insurance names Chetwynd Public Library Association & the Peace River Regional District & District of Chetwynd as additional insureds? <input type="checkbox"/> Yes	
Special Events Permit or Beer Garden Liquor License: <input type="checkbox"/> Yes <input type="checkbox"/> Not Applicable	
# of Individuals with Serving It Right <input type="checkbox"/>	
Emergency Plan ATTACHED <input type="checkbox"/> Yes	# of Licensed First Aid Attendants On Site <input type="checkbox"/>

RENTAL FEES

	Fee	Total
<input type="checkbox"/> Damage Deposit	\$2,500 flat fee deposit	_____
<input checked="" type="checkbox"/> Full Facility and Outdoor Use	\$150/day x _____ days =	_____
TOTAL FEES OWED:		<input style="width: 50px; height: 15px;" type="text"/>

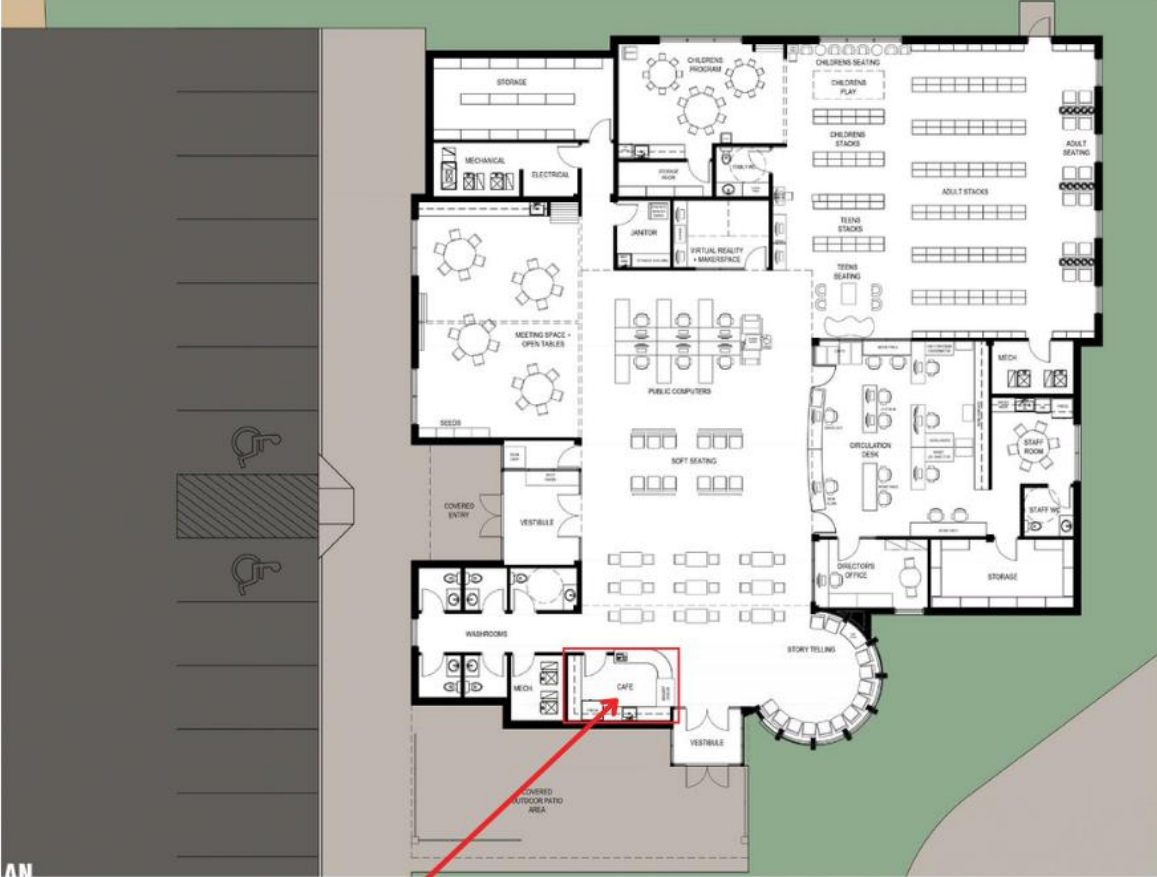
CLEANING/REPAIRS/REPLACEMENT FEES

All costs for damages and repairs will be deducted from the damage deposit. Should the extent of repairs or replacement of damaged buildings/land/property exceed the damage deposit rate, the Applicant will be responsible for additional costs. The following fees will be deducted from the damage deposit if not cleaned by the renter at the end of use:

- Washroom cleaning charge \$300 flat fee
- Garbage removal \$200 flat fee
- Damage to tables, benches, etc. actual replacement costs
- Damage to property/lands/buildings actual repair or replacement costs

SCHEDULE F – FLOOR LAYOUT

Chetwynd Public Library



Food Service Area