

**USE, OCCUPANCY, AND FUNDING AGREEMENT**

**BETWEEN:**

**PEACE RIVER REGIONAL DISTRICT**

Box 810  
1981 Alaska Avenue  
Dawson Creek, BC V1G 4H8

(hereinafter called the "Regional District")

**ON THE FIRST PART**

**AND:**

**KELLY LAKE COMMUNITY CENTRE SOCIETY**

Society Registration No. S-50241

(hereinafter called the "Society")

**OF THE SECOND PART**

**WHEREAS**

- A.** The Regional District is the registered owner in fee simple of those lands and premises located in the Peace River Regional District in the Province of British Columbia and more particularly known and described as:  
  
107 Kelly Lake Road  
Parcel Identifier: 014-683-687  
Block A of District Lot 314 Peace River District and shown on Appendix 'A' which is attached to and forms part of this Agreement (the "Grounds");
- B.** Located on the Land is a building known as the Kelly Lake Community Centre (the "Facility"), with the Land and the Facility hereinafter collectively referred to as the "Facility and Grounds");
- C.** The Regional District established a service area Bylaw No. 1673, 2006 for the purpose of permitting the Peace River Regional District to provide financial assistance to operate a community centre in Kelly Lake (107 Kelly Lake Road) in addition to establishing capital and operating reserves;
- D.** The purpose of this agreement between the Society and the Regional District is to define the conditions under which the Regional District will release funds to the Society for the operation of the Facility and Grounds; the obligations under which the facility must be maintained and operated.
- E.** The Society wishes to use and occupy the Facility and Grounds to accommodate recreational and social events and other activities appropriate to the venue for the benefit of the community.

**NOW THIS AGREEMENT WITNESSES** that, in consideration of the premises and the covenants hereinafter contained, the parties hereto covenant and agree, each with the other, as follows:

**1. Grant**

The Regional District hereby grants to the Society, and its directors, officers, employees, contractors, agents and invitees a non-exclusive licence to access, enter upon, occupy, use and sublicense the use of the Facility and Grounds, with or without equipment, materials and machinery, for the sole purposes of:

- (a) operating, managing, and maintaining a community centre and providing recreational, cultural and educational/training programs, activities, and services for the benefit of the Kelly Lake Community.
  - (b) holding private or community gatherings (“Special Events”).
- (collectively, the “Permitted Uses”).

**2. Term**

- (a) The Regional District hereby agrees to grant the Society a licence to use and occupy the Facility and Grounds for a period of five (5) years and commencing with the \_\_\_ day of \_\_\_\_\_, 20\_\_ to and including the \_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Term”) unless earlier terminated or extended as provided in this Agreement.
- (b) Upon expiry of the Term, the Agreement may be renewed by confirmation in writing by the parties for one additional five (5) year term provided all obligations of the Agreement are met by the Society.
- (c) The use and occupancy granted in this Agreement shall apply to the Facility and Grounds only.

**3. Licence Fees**

In return for the use and occupancy of the Facility and Grounds, the Society will pay the Regional District a fee of \$1.00 in each year of the Term, the receipt and sufficiency of which is hereby acknowledged by the Regional District.

**4. Facility Rental and Use**

- (a) The Society may, without the consent of the Regional District, enter into a Facility and Grounds Use Agreements with third parties, so long as the Facility and Grounds are not occupied by third parties pursuant to Facility and Grounds Use Agreements for more than fifteen (15) days per calendar month. Rentals over fifteen (15) days per calendar month require the approval of the General Manager of Community Services or their designate.
- (b) The Society shall require any person or group (an “Applicant”) requesting to use the Facility and Grounds to enter into a formal Facility and Grounds Use Agreement in the form attached as Appendix ‘B’ to this Agreement.
- (c) The Society may refuse to permit any person or group to use the Facility and Grounds 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 and Grounds;
  - (ii) the Society or the Regional District considers that the proposed use would not comply with the restrictions in this Agreement; or
  - (iii) the renter has violated the Peace River Regional District 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 Society may permit the Applicant to serve alcohol in the Facility and Grounds during a Special Event if the Applicant:
- (i) obtains host liquor liability insurance in accordance with s. 17(d);
  - (ii) obtains all required liquor and business licenses and permits and complies with the terms thereof;
  - (iii) complies with all applicable laws, regulations, and orders of government authorities having jurisdiction;
  - (iv) ensures that every person serving alcohol at the event has successfully completed an alcohol service training program;
  - (v) names the Regional District as an additional insured; and
  - (vi) indemnifies the Regional District against all claims as set out in Appendix 'B'; and

The Society shall upon request from the Regional District from time to time upon reasonable notice provides evidence of having met the requirements under (i) to (vi) above.

- (e) Pursuant to s. 115 of the Liquor Control and Licensing Regulation, as amended, the Regional District grants the Society permission to hold Special Events where alcohol may be served, which permission includes the right to permit Applicants to hold Special Events where alcohol may be served, provided the Society ensures that applicant complies with the condition set out in (d), above. The Society acknowledges and agrees that permission granted hereto in no way negates the releases and indemnities provided for in this Agreement. The Society further acknowledges and agrees that it shall release, indemnify, and defend the Regional District against all claims whatsoever related to the serving of alcohol in the Facility and Grounds.
- (f) The Society may establish subcommittees to plan and operate events and activities at the Facility and Grounds on behalf and under the supervision of the Society.
- (i) Where these events and activities are provided, a facility rental agreement is not required, but additional documentation may be required by the Regional District's insurer such as an assumption of risk form or waiver of liability.

## **5. Costs, Fees and Revenue**

- (a) Annual Budget – No later than November 1st of each year during the Term, the Society shall submit to the Regional District an annual operating and itemized maintenance budget for the Facility and Grounds for the upcoming year, in such form and with such information as the Regional District may require. Failure to provide a budget by November 1 may result in a reduction in operating revenue for the subsequent year.
- (b) Where the Regional District's annual budget so provides, the Regional District may, but is not obligated to, pay to the Society an annual operating grant in whole or in part for the operation of the Facility and Grounds and provision of services, the amount of which operating grant would be calculated based on an approved annual budget, including revenue and expenses, submitted by the Society in accordance with this Agreement. Such funds shall not exceed the taxation limit set by bylaw.
- (c) The Society is required to use such grant for the sole purpose of carrying out its obligations to provide services and to operate, repair and maintain the Facility and Grounds in accordance with the terms and conditions of this Agreement.
- (d) In accordance with section 5(b), operating funds will be payable by the Regional District to the Society upon receipt of invoices related to the direct operation and maintenance of the facility and its programs. The Regional District shall not reimburse the Society for any costs that are not related to the direct operation and maintenance of the Facility and Grounds.
- (e) 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 1st of each year. Requests for new capital funding or one-time special operating projects received after the November 1st deadline may not be considered. All additional funding requests from the Society to the Regional District will be presented with a business case analysis.
- (f) The Society shall hold all service and utility accounts, with the exception of BC Hydro, for the Facility and Grounds in its name, pay all costs and expenses of any kind whatsoever associated with or payable regarding the Facility and Grounds, including but not limited to, permit and license fees, repair and maintenance costs, administration and service fees, telephone, water, sewage disposal and other utility charges and payments for work and materials.
- (g) The Regional District shall hold the BC Hydro utility account in its name and will directly pay all costs and expenses related to the provision of electricity.

## **6. Financial Reporting**

- (a) The Society shall keep books of account, receipts, records, vouchers, cheques, papers and documents in relation to the Society's management and operation of the Facility according to generally accepted accounting standards and in a manner acceptable to the

Regional District. The Society shall not allow any crossover between financial records respecting the Facility and Grounds and any other financial records kept by the Society.

- (b) On or before February 15th of each year, commencing February 15, 2024, the Society shall provide to the Regional District financial statements for the immediately preceding calendar year respecting the management and operation of the Facility and Grounds and setting out gross revenue and expenses.
- (c) The District retains the right to have all financial statements pertaining to this Agreement audited at its own expense, with the Society's full cooperation.

## **7. Facility Management and Reporting**

- (a) The Society shall 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 Society under this Agreement. The Society shall provide to the Regional District on an annual basis a list of names and positions of such staff, contractors and volunteers.
- (b) The Society shall ensure that the Society has obtained in respect of every person hired to carry out the obligations and responsibilities of the Society under this Agreement, whether as an employee, contractor, or volunteer, a complete and current criminal record check with satisfactory results.
- (c) The Society shall not discriminate against any person contrary to the *Human Rights Code* (British Columbia).
- (d) The Society shall ensure that there is at least one individual on duty with first aid training during activities occurring at the Facility that present a risk of injury to any persons. The Society shall provide to the Regional District on an annual basis a list of names and positions of staff, contractors, and volunteers who have completed first aid training and proof of successful completion.
- (e) Upon entering into this Agreement, the Society must submit for approval of the District detailed procedures and action plans outlining the emergency and evacuation procedures which the Society will follow in the event of any of the following incidents:
  - (i) The sounding of smoke, fire, or other alarms;
  - (ii) Power failure;
  - (iii) Bomb threat;
  - (iv) Threat of riot;
  - (v) Gas leak;
  - (vi) Lost person;
  - (vii) Death or injury;
  - (viii) Burglary; and
  - (ix) Other situation where there may be risk to the public or staff,

and the Society must follow these procedures and plans throughout the Term.

- (f) The Society 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.
- (g) The Society shall ensure that its contact person is available by telephone twenty four (24) hours per day.
- (h) The Society shall report immediately to the Regional District any incidents or accidents that required emergency services by police, fire, or ambulance services or hospitalization of any user of the Facility.

#### **8. Donations and Rental Fees**

- (a) The Society may accept donations and charge fees for access to the Facility and Grounds as long as the proceeds go towards maintenance of the Facility and Grounds, the purchase of related equipment, or capital reserve funds for the Society.
- (b) The Society may charge rental fees and collect damage deposits for public use of the Facility and Grounds as approved by the Chief Administrative Officer of the Regional District. A copy of the current fee schedule shall be provided to the Regional District. Rental fees may be amended by the Society upon written approval from the Chief Administrative Officer of the Regional District, upon which approval the fee schedule may be amended and shall be provided to the Regional District.

#### **9. Facility Conditions**

- (a) The Society accepts that use and occupancy of the Facility and Grounds is on an “as is” basis and condition and acknowledges that the Regional District has not made any representations, warranties, or agreements as to the condition of the Facility and Grounds including its suitability for the Society’s purposes.
- (a) The Society accepts responsibility and the cost of remediation for any damage, including environmental damage, resulting from the Society’s use of the Facility and Grounds.
- (b) No “waste”, as that term is defined under the *Environmental Management Act* (British Columbia) as amended or replaced from time to time, may be brought onto the Facility and Grounds by the Society, and the Society will ensure that no “waste” is brought onto the Facility and Grounds, as shown in Appendix ‘A’, by any Applicant.

#### **10. Posted Notices**

- (a) The Society will post, and keep posted, on or in the Facility and Grounds any notice in regard to this Agreement that the Regional District may require.

#### **11. Improvements**

- (a) Prior to commencing any land clearing, paving, construction, renovation, alteration or development on the Facility and Grounds the Society shall obtain:
  - (i) the prior written consent of the Regional District; and

- (ii) a building permit for any building construction or renovation work that requires a permit under the Regional District's *Building Bylaw No. 2131, 2014* as may be amended or replaced and any other permits required by applicable laws.
- (b) All work under this Section shall be done in strict accordance with structural drawings and development plans approved by the Regional District.
- (c) No consent given under 11(a)(i) shall relieve the Society from the requirement to obtain a Building Permit and any other necessary permits from the applicable authority(ies) before commencement of work.
- (d) To ensure the proper maintenance, safe use and security of the Facility and Grounds, the Regional District may require the Society to make improvements to the Facility and Grounds at any time and the Society will make such improvements at its sole cost and expense within the timelines specified by the Regional District.
- (e) The Society may, at any time during the Term, or within six months of termination of this Agreement or such other date as the parties may agree to (the "Removal Date"), remove any improvements not structurally affixed to the Facility and Grounds made by the Society during the Term, but after the Removal Date the improvements shall become the property of the Regional District free and clear of all liens, costs or charges, and the Society shall release indemnify and save harmless the Regional District from any and all liability whatsoever for such liens, costs, and charges.

## **12. Maintenance**

- (a) The Society shall, during the Term, maintain and preserve the Facility and Grounds in good order and condition, to the satisfaction of the Regional District, and not permit any garbage or objectionable material, as determined by the Regional District at its sole discretion, to accumulate in or about the Facility and Grounds.
- (b) The Society shall repair and maintain the Facility and Grounds in a safe, clean and sanitary condition befitting buildings and lands used by the public and shall make safe, clean and sanitary any portion of the Facility and Grounds or any improvement that the Regional District may direct by notice in writing to the Society.
- (c) The Society shall ensure that any repairs or maintenance done with respect to the Facility and Grounds, by or on behalf of the Society, as the case may be, and the Society shall ensure that any improvements, extensions, installations, alterations, renovations, or additions to the facility and grounds:
  - (i) will not affect any structural or foundation elements of the Facility; and
  - (ii) will meet or exceed the standards of materials and construction employed in the original construction and meet current *BC Building Code*.
- (d) If the Society fails to maintain the Facility and Grounds as required in this Agreement the Regional District may take the necessary steps either through own forces or contracted services to restore the Facility and Grounds to the condition required by this Agreement, and may recover any reasonably incurred costs for the maintenance or restoration from the Society.

**13. Reporting and Records**

- (a) The Society shall provide to the District an annual report by February 15 of each year of this Agreement outlining:
  - (i) improvements made to the Facility and Grounds over the previous calendar year;
  - (ii) maintenance completed on the Facility over the previous calendar year;
  - (iii) a summary of the events held (including rentals) and approximate number of attendees for the previous calendar year;
  - (iv) proof of monthly and annual fire extinguisher inspections;
  - (v) copies of monthly safety inspections;
  - (vi) copies of health permits;
  - (vii) equipment inventory;
  - (viii) summary of incidents and accidents;
  - (ix) five-year facility maintenance and improvement plan;
  - (x) names and positions of staff and volunteers; and
  - (xi) a list of names and positions of staff, and volunteers who have completed first aid training and proof of successful completion.
- (b) Within five (5) business days of request by the Regional District, the Society will provide the Regional District with copies of executed Facility and Grounds Use Agreements and proof of insurance for any events held at the Facility and Grounds.
- (c) The Society will retain copies of executed Facility and Grounds Use Agreements and proof of insurance for six (6) years.

**14. Termination**

- (a) Should the Society default on any of the covenants contained in this Agreement and the Society fails to rectify such default within ten (10) days of being given notice to do so by the Regional District, the Regional District may terminate this Agreement and retake possession of the Facility and Grounds.
- (b) This Agreement may be terminated by either party upon giving sixty (60) days' written notice of its intention to so terminate. Upon termination, no amount will be owed by the Regional District to the Society due to the termination.
- (c) The Society is not entitled to compensation for losses, damages, loss of market value, relocation costs or other costs arising from the termination of this Agreement.

**15. Right of Entry & Inspections**

- (a) The Regional District, including its officials, officers, employees, agents or representatives, may enter the Facility and Grounds at any time for the purposes of inspection or to access equipment and services necessary for operation of the other assets on the Facility and Grounds. The Regional District shall provide notice of the



planned entry to the Society as soon as possible and preferably prior to accessing the Facility and Grounds.

- (b) The Society will ensure that the Regional District is provided a current set of keys to access the Facility and Grounds at any time.
- (c) The Society shall inspect the Facility and Grounds monthly using the form provided by the Regional District, upon public safety complaint, and after an incident/accident.
- (d) On an annual basis, and upon public complaint or request of the Regional District from time to time, the Society and Regional District will conduct a joint-safety inspection of the Facility and Grounds to identify any dangerous or unsafe conditions on site. Annual inspections records, using the form provided by the Regional District will be provided to the Society. At minimum the following will be inspected;
  - (i) Emergency Lights;
  - (ii) Emergency Exits;
  - (iii) Emergency Preparedness
  - (iv) Smoke Detectors;
  - (v) Fire Extinguishers;
  - (vi) Floor Surfaces;
  - (vii) Exterior Walkways;
  - (viii) Glass;
  - (ix) Stairs/Ramps/Halls;
  - (x) Storage;
  - (xi) Washrooms;
  - (xii) Housekeeping;
  - (xiii) Snow/Ice Removal;
  - (xiv) Parking areas;
  - (xv) Lighting;
  - (xvi) First Aid;
  - (xvii) Electrical;
  - (xviii) Washrooms;
  - (xix) Accessibility; and
  - (xx) Permits and Procedures.

## **16. Encumbrances**

- (a) This Agreement is for a licence only and does not create nor shall it be deemed to create any property interest in favour of the Society.
- (b) The Society shall not mortgage, charge, or otherwise encumber its interests under this Agreement on title to the Facility and Grounds.

**17. Assignment**

Except as outlined in Section 4 above, the Society shall not assign nor sublet this Agreement except with the written consent of the Regional District, which the Regional District may withhold for any reason or no reason.

**18. Release and Indemnity**

- (a) The Society shall release and discharge the Regional District and its elected officials, employees and agents (the “Indemnified Parties”) from all losses, claims, actions, damages, suits, demands, liabilities, costs (including legal costs on a solicitor and own client basis) and expenses, which the Society may have, now or in the future, against the Indemnified Parties in relation to a breach of this Agreement by the Society or arising from or in any way connected to the Society’s use or occupancy of the Facility and Grounds.
- (b) The Society will indemnify, defend and save harmless the Indemnified Parties from and against any and all losses, claims, costs (including legal costs on a solicitor and own client basis), expenses, damages, liabilities, causes of action, actions, suits and judgments including all costs of defending or denying the same, and all costs of investigation, monitoring, remedial response, removal, restoration or permit acquisition and including all solicitor's fees and disbursements in connection therewith which at any time may be paid or incurred by or claimed against the Indemnified Parties arising, directly or indirectly, out of:
- (i) any breach of any obligation set forth in this Agreement to be observed or performed by the Society;
  - (ii) any act, omission, or negligence of the Society, its members, officers, directors, employees, agents, contractors, subcontractors, subtenants, licensees, invitees or others for whom it is responsible;
  - (iii) any damage to property or any injury to person or persons, including death, resulting at any time and in any way from the Society's use and occupation of the Facility and Grounds, including the use of the Facility and Grounds by a third party pursuant to a Facility and Grounds Use Agreements; or
  - (iv) the granting of this Agreement.
- (c) The release and indemnities in this Agreement shall survive the expiry or earlier termination of this Agreement.

**19. Insurance**

- (a) The Society, at the Society'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:

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

(the "Insurance Policy").

- (b) The Society will deliver to the Regional District a copy of the Insurance Policy upon execution of this Agreement and will deliver to the Regional District proof of coverage at the beginning of each year of this Agreement.
- (c) The Society will ensure that every Applicant will have appropriate general liability insurance as required in the form attached as Schedule 'B' to the Facility and Grounds Use Agreement.
- (d) In the event that alcohol is served during Special Events the Society will ensure that the Applicant or host (which may be the Society) obtains host liquor 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 Peace River Regional District as additionally insured. Upon request by the Regional District at any time, the Society 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.
- (e) The Society will ensure that all contractors and employees retained by the Society for work at the Facility and Grounds shall have WorkSafe BC coverage, unemployment compensation coverage any other coverage required by law and appropriate cross liability insurance (minimum \$2,000,000.00). The Society will deliver to the Regional District upon execution of this Agreement a copy of the said insurance coverage.
- (f) Each year of the Term of this License, the Regional District shall pay the cost of the annual insurance premiums for insuring the improvements on the Land against damage or loss by fire or other perils to the full replacement value of the improvements. The Society shall advise on an annual basis, prior to November 1st of each year, of the present day value of the facility and grounds.
- (g) The Regional District shall not be responsible for insuring any equipment, goods, or chattels stored on the Facility and Lands by any person using the Land 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.

- (h) The Society shall give to the Regional District immediate notice by telephone in case of fire, accident or other damage to the Facility and Grounds, and that notice shall be confirmed in writing within seven (7) days of the loss.
- (i) The Society acknowledges that the Regional District may not carry contents insurance in respect of the Facility and Grounds and hereby releases the Regional District from any claims the Society might otherwise make for damage to any goods or equipment the Society may store on the Facility and Grounds during the Term.

## **20. Compliance with Laws, Regulations, and Regional District Policy**

The Society shall, in the operation, maintenance and improvements of the Facility and Grounds, comply with all Local Government, Provincial, and Federal legislation. This includes all policies adopted by the Regional District that are relevant to the Facility and Grounds, which shall be provided to the Society upon their adoption, and as may be amended from time to time.

## **21. Prime Contractor**

The Society shall at all times observe and 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 the Act and evidence of compliance with any requirement under that the Act to make any payments or pay assessments.

The Society shall be the “prime contractor” under the *Workers Compensation Act* 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 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 Regulation.

## **22. Nuisance**

- (a) The Society shall not cause nor permit to be caused any act or thing to be done at the Facility and Grounds which is, or would constitute a nuisance to, the owners or occupiers of any lands or premises adjoining the Facility and Grounds, or in the vicinity of the Facility and Grounds, or to the public in general and shall release and indemnify and save harmless the Regional District from any liability therefore.
- (b) The Society shall immediately report all invasive plant infestations found on the Regional District property.
- (c) The Regional District will tend to invasive plant treatments on all Regional District owned and occupied lands. As such, a Regional District contractor will be mechanically

and/or chemically treating invasive plants up to a maximum of three times per year at the cost of the Regional District.

(d) No chemical treatment of invasive plants is to be conducted by the Society at any time.

### **23. Cessation of the Society**

Should the Society, at any time during the Term, cease to exist as a registered society (dissolved), then and in that event, its right of use and occupancy and any other rights hereunder shall immediately terminate. Upon termination under this Section, the assets of the Society shall be chargeable for any liability remaining unpaid at such time to the Regional District, including any cost related to returning the Facility and Grounds to its original state.

### **24. No Partnership or Joint Venture**

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 Society any power or authority to bind or act as an agent of the Regional District in any way, it being understood and agreed that no provision contained herein or any act or acts of the parties shall be deemed to create any relationship between the parties other than the relationship of licensor and licensee.

### **25. Succession**

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 a suitable arrangement cannot be reached, the Regional District may terminate this Agreement on one (1) month's notice after the expiration of this Agreement.

### **26. Notices**

(a) Any notice, report or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise provided for, and will be deemed to be validly given to and received by the addressee, if served personally, on the date of such personal service or, if delivered by mail, fax or email seven (7) days from the date sent. Either party may, from time to time, advise the other by notice in writing, of any change of address of the party, giving such notice and from and after the giving of such address specified therein this shall, for the purpose of this paragraph, be conclusively deemed to be the address of the party giving such notice.

(b) The addresses for delivery will be as follows:

**Peace River Regional District**

PO Box 810  
1981 Alaska Avenue  
Dawson Creek, BC V1G 4H8  
c/o: Chief Administrative Officer  
Phone: (250)784-3200  
Fax: (250)784-3201  
Email: prrd.dc@prrd.bc.ca

**KELLY LAKE COMMUNITY CENTRE SOCIETY**

PO Box 2361  
Dawson Creek, BC V1G 4T9  
c/o: Lois Duke, President  
Phone: (780)832-0815  
Email: pres.klccs@gmail.com

**27. Entire Agreement**

This Agreement shall be deemed to constitute the entire Agreement between the Regional District and the Society with respect to the matter hereof and shall supersede all previous negotiations, representations, and documents in relation hereto made by either party to this Agreement.

**28. Peaceful Surrender**

The Society shall at the expiration or earlier termination of this Agreement, or extensions hereof, if extended, peaceably surrender possession to the Regional District in good order and repair, normal wear and tear and damage by casualty and condemnation excepted, and at the Regional District's request, in addition to removing all the Society's equipment, the Society shall remove all improvements not structurally affixed to the Facilities and Grounds, provided that removal of any such items be done in a manner as to minimize damage to the Facility and Grounds and the Society, and shall immediately repair any such damage caused by the removal of such items and/or the installation and presence of such items and modifications to the Facility and Grounds to accommodate such installation. The terms of this Section shall survive the termination or expiration of this Agreement.

**29. Waiver**

- (a) A waiver is effective only if it is in writing.
- (b) No waiver by either party of any breach by the other party of any of its covenants, obligations and agreements will be a waiver of any subsequent breach or of any other covenant, obligation or agreement, nor will any forbearance to seek a remedy for any breach be a waiver of any rights and remedies with respect to such or any subsequent breach.

**30. Miscellaneous**

- (a) Nothing in this Agreement affects the right of the Regional District to exercise its powers within its jurisdiction.
- (b) Time is of the essence.
- (c) This Agreement shall be governed by the laws of the Province of British Columbia.
- (d) The Society acknowledges that the Regional District is subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia and that this Agreement and any documents provided to the District in relation to this Agreement may be subject to disclosure under that Act.
- (e) The Schedules attached to this Agreement form part of this Agreement.
- (f) If any portion of this Agreement is held at any time invalid by a court of competent jurisdiction, the invalid portion and the decision that it is invalid shall not affect the validity of the remainder of this Agreement.
- (g) 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.
- (h) 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.
- (i) This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors and assigns.

IN WITNESS WHEREOF the parties have duly executed this agreement as of the day and year written below.

\_\_\_\_\_  
 Chair  
**PEACE RIVER REGIONAL DISTRICT**

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Chief Administrative Officer  
**PEACE RIVER REGIONAL DISTRICT**

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Signing Officer  
**KELLY LAKE COMMUNITY CENTRE SOCIETY**

\_\_\_\_\_  
 Date

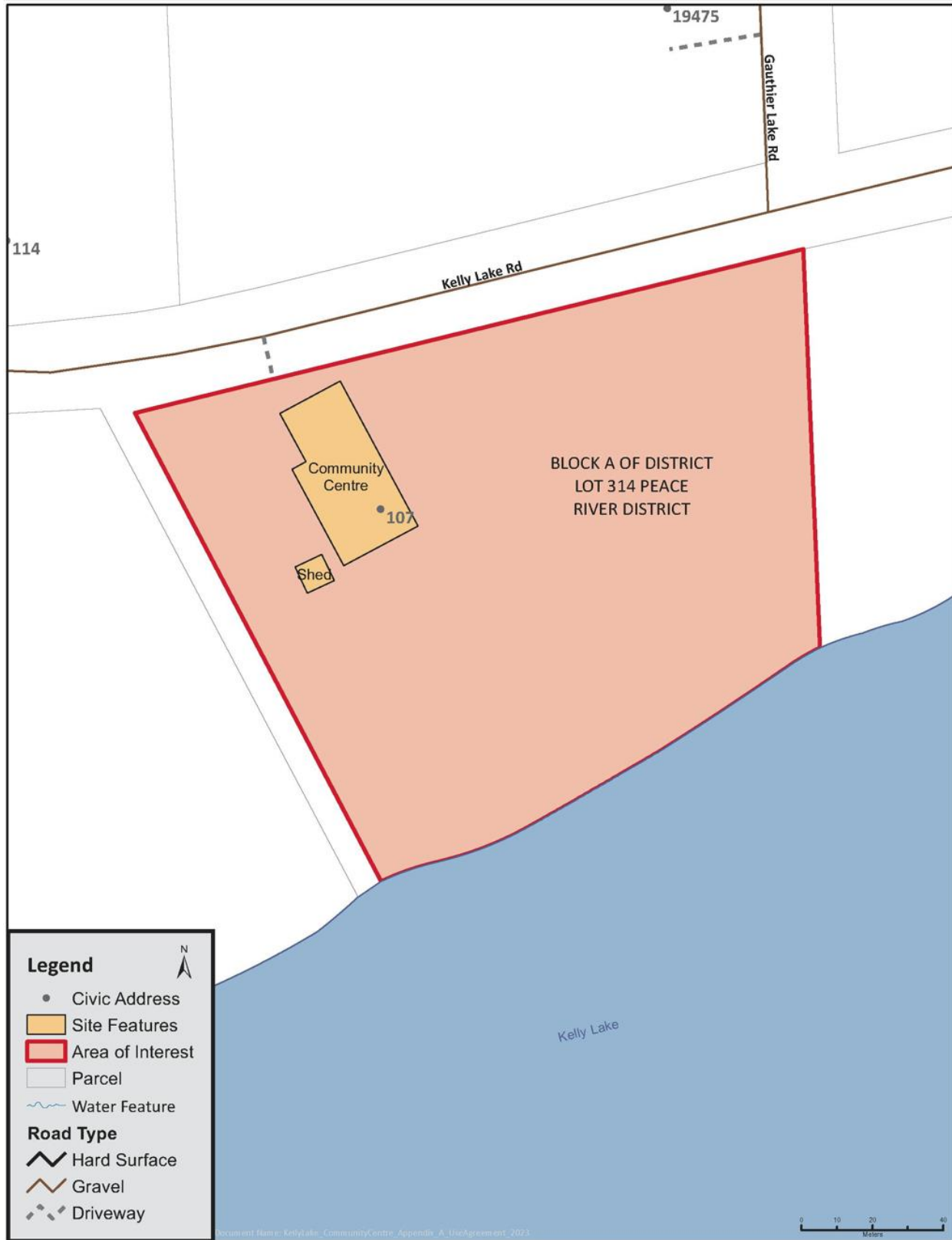
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**Appendix 'A' – Map of Location**

**Appendix 'B' - Facility and Grounds Use Agreement**



### Appendix 'A' Map of Location



**Appendix 'B'**  
**FACILITY AND GROUNDS USE AGREEMENT**

LOCATION: KELLY LAKE COMMUNITY CENTRE

<b>APPLICANT INFORMATION</b>	
Organization:	Representative Name:
Email:	Phone:
Mailing Address:	
City:	Postal Code:
<b>FACILITY USE INFORMATION</b>	
Event Name <i>(if applicable)</i>	No. of Expected 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 [ ] Yes	
Damage Deposit Paid: \$ _____	Date of Damage Deposit:
<b>INSURANCE &amp; LICENSES</b>	
Minimum \$3,000,000 Liability Insurance: ATTACHED [ ] Yes	
Minimum \$5,000,000 Host Liquor Liability Insurance: ATTACHED [ ] Yes [ ] Not Applicable	
Insurance names Kelly Lake Community Centre Society & the Peace River Regional District as additional insureds? [ ] Yes	
Special Events Permit (Liquor) or Beer Garden Liquor License: [ ] Yes [ ] Not Applicable	
# of Individuals with Serving It Right [ ]	
Emergency Plan ATTACHED [ ] Yes	# of Licensed First Aid Attendants On Site [ ]

**RENTAL FEES**

	<b>Fee</b>	<b>Total</b>
<input type="checkbox"/> Damage Deposit – Full Facility and Outdoor Use	\$2,500 flat fee deposit =	_____
<input type="checkbox"/> <b>Damage Deposit – Partial Facility Use</b>	<b>\$1,000 flat fee deposit =</b>	_____
<input type="checkbox"/> Full Facility and Outdoor Use	\$150/day x _____ days =	_____
<input type="checkbox"/> Full Outdoor Use	\$100/day x _____ days =	_____
<input type="checkbox"/> Kitchen Use	\$50/day x _____ days =	_____
<input type="checkbox"/> Classroom/Meeting Space 1	\$50/day x _____ days =	_____
<input type="checkbox"/> Equipment Room	\$50/day x _____ days =	_____
<input type="checkbox"/> Youth Room	\$50/day x _____ days =	_____

**TOTAL FEES OWED:**

**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
- Kitchen cleaning charge                              \$500 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

**RULES AND REGULATIONS**

The Applicant agrees that the Applicant has read and understood all of the rules and regulations regarding the use of the Facility attached to this Facility Use Agreement as Schedule A and the Facility Code of Conduct attached as Schedule B and agrees to observe and comply with same.

**WAIVER AND INDEMNITY**

The Applicant agrees that the Applicant has read, understood, and is bound by the Waiver and Indemnity attached to this to this Facility Use Agreement.

\_\_\_\_\_  
Applicant Name (please print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Kelly Lake Community Centre Society Representative (please print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kelly Lake Community Centre Society Representative Signature

### Rules Governing the Use of the Facility and Grounds

1. The Applicant must sign and date this Facility and Grounds Use Agreement before deemed to have been granted permission to use the Facility and Grounds.
2. The Applicant agrees to use the Facility and Grounds only for the purpose listed and for no purposes other than public recreation (including such events as weddings, birthday parties, community suppers, funerals, etc.) and short-term education and training.
3. The Applicant agrees that the Kelly Lake Community Centre Society may terminate this Agreement if the Applicant fails to comply with this Agreement or any of these Rules Governing Use of Facilities and Grounds.
4. The Facility and Grounds shall be used in a manner compatible with public health, welfare and safety and the applicant shall not allow the Facilities and Grounds to be used for any violence, crime or disorderly conduct.
5. Prior to being provided access to, use or occupancy of the Facility and Grounds, the Applicant will provide the Society evidence of general liability insurance in the amount of \$3,000,000.00 naming the Peace River Regional District and Kelly Lake Community Centre Society as additionally insured.
6. The Applicant will not permit liquor on the premises unless prior approval has been granted by the Society, which approval shall only be given if the following conditions are met:
  - a) alcohol is only being allowed for personal consumption, and is purchased and consumed for personal use; or
  - b) in the event of a special occasion, a valid liquor license is in effect and the Applicant has purchased party alcohol liability insurance in the amount of \$5,000,000.00 naming the Peace River Regional District and Kelly Lake Community Centre Society as additional insureds.
7. The Applicant is responsible for pick-up of litter and debris during and after the event and shall leave the Facility and Grounds and surrounding areas in a clean, tidy and undamaged condition.
8. The Applicant (including friends, guests, invitees or spectators using the Facility and Grounds) is expected to act in a considerate and sportsmanlike manner. Abusive language or inconsiderate behaviour which is found to be objectionable may result in the cancellation of Facility and Grounds use.
9. The Peace River Regional District or the Kelly Lake Community Centre Society reserve the right to cancel or alter the Facility and Grounds usage should conditions arise that necessitate scheduling changes.
10. The Peace River Regional District or the Kelly Lake Community Centre Society reserves the right to deny any rental application.
11. The Applicant acknowledges and agrees that it accepts the Facilities and Grounds in “as is” condition, and that it is the responsibility of the Applicant to ensure the Facilities and Grounds are in good condition and free from hazards (glass, obstructions, etc.). If a hazard does exist, please notify the Kelly Lake Community Centre Society first and if not remediated then contact the Peace River Regional District.

### Waiver and Indemnity

The Applicant acknowledges and covenants to use the Facility and Grounds at its own risk and agrees that the Peace River Regional District and the Kelly Lake Community Centre Society has made no warranties or representations respecting the condition and the suitability of the Facility and Grounds for any particular purpose.

The Applicant agrees to release and save harmless the Peace River Regional District and the Kelly Lake Community Centre Society, and their officers, elected officials, employees, 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 and Grounds or the Applicant's use or occupancy of the Facility and Grounds.

The Applicant shall indemnify, defend and save harmless the Peace River Regional District and the Kelly Lake Community Centre Society, and their officers, elected officials, employees, servants, agents, heirs, successors and assigns (the "Indemnitees") 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, and all costs of investigation, monitoring, remedial response, removal, restoration or permit acquisition and including all solicitor's fees and disbursements in connection therewith which at any time may be paid or incurred by or claimed against the Indemnitees arising, directly or indirectly, out of:

- i. any breach of any obligation set forth in the Facility and Grounds Use Agreement to be observed or performed by the Applicant;
- ii. any act, omission, or negligence of the Applicant, its members, officers, directors, employees, agents, contractors, subcontractors, subtenants, licensees, guests, invitees or others for whom it is responsible;
- iii. any damage to property occasioned by the Applicant's use and occupation of the Facility and Grounds or any injury to person or persons, including death, resulting at any time from the Applicant's use and occupation of the Facility and Grounds; or
- iv. the Facility and Grounds Use Agreement.

The release and indemnities in this Waiver and Indemnity Clause shall survive any termination of the Applicant's use and occupation of the Facility and Grounds.

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**Applicant Signature**

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**Date**