

Attachment 3 – Gabriola Reception Centre Agreement

LICENCE OF USE

THIS AGREEMENT dated for reference the _____ day of _____, 2018.

BETWEEN:

GABRIOLA SENIOR CITIZENS ASSOCIATION
681 North Rd.
Gabriola Island, BC V0R 1X0
(herein called the “Association”)

OF THE FIRST PART

AND:

REGIONAL DISTRICT OF NANAIMO
6300 Hammond Bay Rd.
Nanaimo, B.C.
V9T 6N2
(herein after called the “Regional District”)

OF THE SECOND PART

WHEREAS:

- A. The Association is the registered owner in fee simple of lands legally described as:

Lot 1
Section 19
Gabriola Island
Nanaimo District
Plan VIP 53159

(the “Lands”)

- B. The Regional District wishes to be granted this License to Use the Lands in the Event of an Emergency as defined in the *Emergency Program Act*, RSBC 1996, Chapter 111 and the Society has agreed;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the fee paid by the Regional District to the Association and in consideration of the premises and covenants and agreements contained in this Agreement, the Regional District and the Association covenant and agree with each other as follows:

1. **RIGHT TO OCCUPY**

The Association, subject to the performance and observance by the Regional District of the terms, conditions, covenants and agreements contained in this Agreement grants to the Regional District a right by way of license for the Regional District, its agents, employees and invitees to use the Lands in the event of an Emergency for the purpose of an Emergency Reception Center and for occasional practice drills with sufficient notice, including all necessary ancillary uses such as parking and for no other purpose.

2. **RESERVATION OF RIGHTS**

The Association reserves to itself the right for the Association, its agents, employees, contractors and invitees to have full and complete access to the Lands to carry out any operations associated with the Association's use of the Lands at all times, except in the case of an emergency.

3. **LICENSE FEE**

In consideration of the right to use, the Regional District shall pay to the Association a license fee of \$1.00 per year payable in advance. Such license fee shall be payable on the 1st day of the Term.

4. **TERM**

The Term of the License granted under this Agreement shall be five (5) years commencing on the 1st day of April, 2018 and ending on the 31st day of March, 2023.

5. **CONSTRUCTION**

The Regional District shall not construct or place any buildings or structures or make any improvements on the Lands.

6. **STANDBY EMERGENCY GENERATOR**

(a) The Regional District shall at all times remain the owner of any standby emergency generator installed by the Regional District and attached to the electrical system of the Association building for purpose of supporting an Emergency Reception Centre. The Regional District reserves to itself the right to access, service, maintain fuel, test and operate any standby emergency generator installed, and shall be responsible for all costs associated with installation, maintenance, servicing, fuel and removal of the same.

(b) The Association shall have the benefit of incidental use of any standby emergency generator installed by the Regional District and attached to the electrical system of the Association building, during non-emergency related power failures.

- (c) The Regional District reserves to itself the right and sole discretion to set the standby emergency generator to function automatically upon loss of power to the Association building, or alternatively to require manual start-up of the generator.

6. **INSURANCE**

The Regional District will take out and maintain during the term of the License, a policy of general public liability insurance against claims for bodily injury, death or property damage arising out of the use of the Lands by the Regional District in the amount of not less than two million dollars per single occurrence with such greater amount as the Association may from time to time designate, naming both the Association and the Regional District as an additional insured thereto and shall provide the Association with a certified copy of such policy or policies.

7. **INDEMNIFICATION**

The Regional District releases and will indemnify and save harmless the Association, its officers, employees and agents from and against all lawsuits, damages, costs, expenses, fees or liabilities which the Regional District or anyone else may incur, suffer or allege by reason of the use of the Lands by the Regional District, its agents, employees or invitees, or the carrying on upon the Lands of any activity in relation the Regional District's use of the Lands.

8. **NOTICES**

It is hereby mutually agreed that notice required to be given under this Agreement shall be deemed to be sufficiently given if mailed from any government post office in the Province of British Columbia by prepaid registered mail addressed as follows:

- (a) if to the Association:

2388 Cedar Rd.
Cedar, BC V9X 1K3

- (b) if to the Regional District:

6300 Hammond Bay Road
Nanaimo, B.C. V9T 6N2

Or at the address a party may from time to time designate, and then the notice shall be deemed to have been received forty-eight hours after the time and date of mailing. If, at the time of mailing the notice, the delivery of mail in the Province of British Columbia has been interrupted in whole or in part by reason of a strike, slow-down, lock-out or other labour dispute, then the notice may only be given by actual delivery of it.

9. **REGULATIONS**

The Regional District will indemnify the Association from all lawsuits, damages, loss, costs or expenses the Association may incur by reason or non-compliance by the Regional District with any legal requirements. The Regional District acknowledges and agrees that in the event that the Lands or any building, structure or improvement on the Lands is damaged while the Regional District is exercising its rights to use the Lands under this Agreement, then the amount of the cost of repair, restoration shall be a debt due from the Regional District to the Association.

10. **RENEWAL**

This Agreement may be renewed at the option of the parties and on terms and conditions agreed to by the parties, for a further five year term.

11. **MISCELLANEOUS**

- a) This Agreement shall not be interpreted as granting any interest in the Lands to the Regional District.
- b) Waiver of any default by a party shall not be interpreted or deemed to be a waiver of any subsequent default.

12. **INTERPRETATION**

- (a) That when the singular or neuter is used in this Agreement they include the plural or the feminine or the masculine or the body politic where the context or the parties require.
- (b) The headings to the clauses in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.
- (c) That this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors, administrators and permitted assignees.
- (d) This Agreement shall be construed in accordance with and governed by the laws applicable in the Province of British Columbia.
- (e) All provisions of this Agreement are to be construed as covenants and agreements as though the word importing covenants and agreements were used in each separate paragraph.

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the day and year first above written.

For the REGIONAL DISTRICT OF NANAIMO

_____)
)
)
) (Seal)
Phyllis Carlyle)
Chief Administrative Officer)
)
)
)
_____)
Jacquie Hill)
Manager, Administrative Services)

For the GABRIOLA SENIOR CITIZENS ASSOCIATION

_____)
)
) (Seal)
)
Authorized Signatory)
)
)
)
_____)
)
Authorized Signatory)