

LICENCE OF USE

THIS AGREEMENT dated for reference the _____ day of _____, 2023.

BETWEEN:

REGIONAL DISTRICT OF NANAIMO

6300 Hammond Bay Rd.
Nanaimo BC V9T 6N2

(herein after called the “RDN”)

OF THE FIRST PART

AND:

BOWSER AND DISTRICT BRANCH (211) OF THE ROYAL CANADIAN LEGION

7035 West Island Highway
Bowser BC V0R 1G0

(herein called the “Legion”)

OF THE SECOND PART

WHEREAS:

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

Lot 1, District Lot 36, Newcastle District, Plan 2076

(the “Lands”)

- B.** The Regional District of Nanaimo (RDN) 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 RDN to the Association and in consideration of the premises and covenants and agreements contained in this Agreement, the RDN and the Legion covenant and agree with each other as follows:

1. RIGHT TO OCCUPY

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

2. RESERVATION OF RIGHTS

The Legion reserves to itself the right for the Legion, its agents, employees, contractors and invitees to have full and complete access to the "Lands" to carry out any operations associated with the Legion'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 RDN shall pay to the Legion 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, 2023 and ending on the 31st day of March, 2028.

5. CONSTRUCTION

The RDN shall not construct or place any buildings or structures or make any improvements on the "Lands"

6. STANDBY EMERGENCY GENERATOR

The Association shall at all times remain responsible for the maintenance, service and fuel of the generator. The RDN will reimburse the Association for costs incurred for service, maintenance, and fuel for the generator in the form of a stipend, these costs are not to exceed \$1500 annually unless mutually agreed upon.

7. INSURANCE

The RDN 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 RDN in the amount of not less than two million dollars per single occurrence with such greater amount as the Legion may from time to time designate, naming both the Legion and the RDN as an additional insured thereto and shall provide the Legion with a certified copy of such policy or policies.

8. INDEMNIFICATION

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

9. NOTICES

a. 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:

- (i) to the Legion:
7035 West Island Highway
Bowser BC V0R 1G0

- (i) if to the RDN:
6300 Hammond Bay Road
Nanaimo BC 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.

10. REGULATIONS

The RDN will indemnify the Legion from all lawsuits, damages, loss, costs or expenses the Legion may incur by reason or non-compliance by the RDN with any legal requirements. The RDN acknowledges and agrees that in the event that the "Lands" or any building, structure or improvement on the "Lands" is damaged while the RDN 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 RDN to the Legion.

11. 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.

12. MISCELLANEOUS

- a) This Agreement shall not be interpreted as granting any interest in the "Lands" to the RDN

- b) Waiver of any default by a party shall not be interpreted or deemed to be a waiver of any subsequent default.

13. 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

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)
Douglas Holmes _____)
Chief Administrative Officer _____)
_____)
_____)
_____)
_____)
Deputy Corporate Officer, Legislative Services _____)

For the BOWSER AND DISTRICT BRANCH (211) OF THE ROYAL CANADIAN LEGION
by its authorized signatories:

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