

Errington Community Park Kitchen and Washrooms Co-Management Agreement

This agreement dated for reference this _____ day of _____, 2025.

BETWEEN:

REGIONAL DISTRICT OF NANAIMO, a regional district incorporated under the *Local Government Act* (British Columbia) and having offices at 6300 Hammond Bay Road, Nanaimo, BC, V9T 6N2

(the “**Regional District**”) AND

Errington War Memorial Hall Association an Association incorporated pursuant to the Societies Act (British Columbia) with a mailing address of P.O Box 15, Errington, BC, V0R 1V0

(hereinafter referred to as the “**Association**”)

WHEREAS

- A. The Regional District did, by Electoral Area ‘F’ Community Parks and Halls Local Service Establishment Bylaw No. 804, 1990 (“Bylaw 804”) and subsequent amendments, establish a service for the purpose of acquiring, developing, operating and maintaining land and facilities on land acquired by the Regional District of Nanaimo and designated as community park land; to construct and maintain paths, trails and public water access sites within Electoral Area ‘F’; and to provide assistance for the operations and improvement of land or buildings owned or operated by incorporated non-profit organizations for the purpose of providing recreation and cultural opportunities to residents within Electoral Area ‘F’.
- B. The Regional District holds lease hold interest from the Province of British Columbia for 1550 Veterans Road, known as “Errington Community Park” legally described as:

Lot 31, Block 46, District Lot 139, Nanoose District, Plan 1989
(the “**Land**”)

Shown in Schedule A;
- C. The Regional District owns the building and improvements located on the Land, known as the Errington Community Park Concession (the “**Building**”) as shown in Schedule B;
- D. The Regional District recognizes and gratefully acknowledges the Association’s continued and longstanding contribution to the community through its efforts in relation to the Errington Community Park.
- E. The Regional District and the Association wish to enter into an agreement whereby the Association undertakes the responsibility for managing all items related to the Building, including booking the concession portion of the Building for its own use and for the use of the public, and covering all associated costs in exchange for:
 - a. The waiver of the fees payable by the Association for the use of the Building by the Association for its activities as outlined in section 1 of this Agreement; and
 - b. The entitlement of the Association to charge fees to third parties for the use of the Building and to retain these fees for the account of the Association;

- F. The following terms and conditions outlined in this agreement are intended to be at no cost or expense to the Regional District.

NOW THEREFORE in consideration of the premises, terms and conditions to be hereinafter contained (the receipt and sufficiency of which is hereby acknowledged), the parties hereto covenant and agree each with the other as follows:

In this Agreement the following terms have the following meanings:

“Board” means the Board of the Regional District of Nanaimo.

“Building” means the Errington Community Park Concession and Washroom building.

“Casual User” is defined as (a) Rentor(s) representing a non-profit organization or an informal group (family, friends) that rents the facility infrequently, less than once per month. Casual User groups may be required to provide proof of general commercial liability insurance naming the Association and Regional District as additionally insured as prescribed by the Association.

“Farmers Market Season” means the Errington Farmers Market season May through the end of September.

“Hours of Operation” means the use of the facility between dawn and dusk.

“Initial Term” means the period of time described in Section 1.

“Regular User” is defined as (a) Rentor(s) representing a commercial operation, non-profit organization or an informal group (family, friends) that rents the facility frequently, at least once per month, throughout the year. Regular User groups shall be required to provide proof of general commercial liability insurance naming the Association and Regional District as additionally insured as prescribed by the Regional District.

“Renewal Term” means the period of time described in Section 1.

“Term” means the Initial Term or Renewal Term or both.

“Year End” Means the calendar year ending December 31st.

RIGHT TO USE

1. The Regional District grants to the Association a right, by way of this Agreement, for the Association, its agents, and invitees to operate the Building as a concession, and as a community kitchen for the benefit of the public between the scheduled Hours of Operation and for no other purpose unless approved by the General Manager of Recreation and Parks in advance.
2. The Regional District grants to the Association the non-exclusive right and licence to enter and be upon the Regional District's Lands adjacent to the Building during the Term for those purposes necessary for the operation, maintenance and access to the Building.
3. This Agreement does not grant any interest in the Land to the Association.

RESERVATION OF RIGHTS

4. The Regional District hereby reserves to itself from the grant and the covenants made by it to the Association under section 1 above, the right for the Regional District, its agents, personnel, contractors and sub-contractors to have full and complete access to the Building to carry out any operations associated with the Regional District's use of the Building or for the surrounding Community Park.

FEES

5. In consideration of the right to use, the Association shall pay to the Regional District in advance, the sum of One Dollar (\$1.00) plus applicable taxes, due and payable upon execution of this Agreement by the Operator.
6. The Association agrees to pay to the Regional District additional fees as they come due under the terms of this Agreement.

TERM

7. The term of this Agreement is three (3) years and will commence on May 1, 2025, and end on April 30, 2028, unless terminated earlier in accordance with this Agreement (the "Initial Term"). The Agreement may be renewed for further term(s) pending review of the terms and conditions of this Agreement, including this section which will be modified to reflect the period of time for the renewal (the "Renewal Term"). Any decision with respect to a Renewal Term shall be at the sole option of the Board. The Association shall give written notice to the Regional District of its interest in a Renewal Term no less than thirty (30) days prior to the end of the Term.

MODIFICATIONS

8. The Association must not make any improvements or modifications to or within the building without the prior written approval of the Regional District.

THE ASSOCIATION COVENANTS, REPRESENTS AND WARRANTIES

9. The Association has the power and capacity to enter into this Agreement and to comply with every term and condition of this Agreement;
10. Has satisfied itself of every apparent condition affecting the operation and maintenance of the Building;
11. Accepts the risks assigned within this Agreement identified as being borne by the Association;
12. The Association represents and warrants to the Regional District that it has and will have the equipment, personnel and expertise to provide and fulfill its obligations set forth herein;
13. The Association agrees to obtain, at its sole cost and expense, all permits, licenses and service contracts required for the operation;
14. Smoking, vaping, and the use of tobacco and marijuana products is prohibited at Regional District facility premises;

15. All gaming activities require the Association to obtain a BC Gaming License;
16. No liquor permitted in, on or about any Regional District, without Regional District approval and a liquor and cannabis control branch issued permit, issued to and controlled by members of the user group booking the Building and holding valid "Serving It Right" certificate;
17. Use of the Building for commercial purposes requires confirmation of Island Health approval;
18. The Association shall operate or contract out a concession service for the Building located within the Errington Community Park (1550 Veterans Road, Errington BC) and illustrated in Schedule A, during the Farmers Market Season on market days; and
19. The Building shall be made available for other community groups outside of the Farmers Market Season. Other community-based groups may rent and use the Building for their own functions.

INSURANCE AND LIABILITIES

20. The Association will obtain property insurance for the full replacement value of the Building and those items listed as Included Equipment in Schedule B. The Association may request that the Regional District take out the necessary insurance as a potential cost-savings measure and the Association will reimburse the Regional District for the full cost of the insurance premiums for this insurance and the Association will pay any deductible associated with a claim filed under this insurance.
21. The Association covenants and agrees to take out and keep in full force and effect throughout the Term and during such other time as the Association manages the Building at the expense of the Association:
 - a. Comprehensive general liability insurance in a minimum amount of Two Million Dollars (\$2,000,000.00) per occurrence against claims for death, bodily injury, property damage, and property loss, and include the Regional District of Nanaimo as additional insured.
22. Without limiting the foregoing, all insurance required by this Agreement shall be placed with reputable insurers upon terms and in amounts, as to deductibles and otherwise, satisfactory to the Regional District acting reasonably from time to time. The cost of premiums and deductibles for each and every such policy shall be paid by the Association. The Association shall obtain from the insurers under such policies, undertakings to notify the Regional District in writing at least thirty (30) days prior to any cancellation or amendment thereof. The Association shall provide the Regional District with copies of all policies, or certificates of such insurance policies in lieu thereof as described herein and each renewal and replacement thereof and each endorsement thereto. The Association shall deliver to the Regional District notice of the continuation of such policies not less than ten (10) days prior to their respective expiry dates.
23. That if the Association does not provide or maintain in force the insurance required by this Agreement, the Regional District may take out the necessary insurance and pay the premium for periods of one year at a time, and the Association shall pay the Regional District rent in the amount of the premium immediately on demand.

24. The Association agrees to indemnify, defend, and hold harmless the Regional District, its elected officials, officers, employees, and agents from and against any and all claims, demands, actions, suits, or proceedings of any kind, including all costs, expenses, and legal fees, arising out of or resulting from the Association's operations, activities, or use of the premises, except to the extent caused by the negligence or willful misconduct of the Regional District.
25. No compensation shall be paid to the Association by the Regional District for lost or unrealized revenues by the Association for any reason, provided the Regional District acts in good faith.

BUDGET AND REPORTING

26. The Association shall provide to the Regional District by December 15 of each calendar year of the Term a report containing:
- a) a detailed report of the scheduled Market dates, and preliminary dates for Association's scheduled community events showing any expected revenues and expenditures projected for the Building (the **"Proposed Budget"**);
 - b) A detailed annual report for the preceding calendar year outlining the usage and showing the revenues and expenditures for the Building (the **"Annual Report"**);
27. Without limiting the foregoing, the Proposed Budget and Annual Report shall:
- a. be prepared by the Association in accordance with General Accepted Accounting Principles;
 - b. contain details as to the funds anticipated to be required by the Association for the upcoming calendar year for operating the Building, including those expenses both of operating and capital if required;
 - c. contain a summary outlining the outcomes of events, programming, and other activities of the Association.

BOOKING

28. The Association will be responsible for coordinating and keeping records of the booking of the Building.
29. The Association will utilize a user rental agreement similar in content to the terms in Schedule D.
30. Casual User groups will receive a walkthrough of the kitchen area by an Association representative, including use of the equipment, including emergency procedures, location of fire extinguishers and emergency contacts.

ELECTRONIC DOOR CODE CHANGE AND NOTICE

31. The Association shall ensure that the access code is changed as required, depending on the usage of the building, to mitigate the risk of unauthorized access. The Association shall also maintain a log of all code changes and ensure that the new code is communicated securely to

authorized users only. The Association accepts liability for managing the door code and ensuring its security.

32. Either party (Regional District or Association) agrees to notify the other party immediately upon changing the electronic door codes for the Building. Notification must be provided in writing via email or other agreed-upon communication methods. The notification must include the new door code and the effective date of the change.

REPAIR AND MAINTENANCE RESPONSIBILITIES

33. See attached Schedule C for table of Repair & Maintenance responsibilities. The following is in addition to Schedule C:

- (a) The Regional District shall not be responsible for any maintenance or repair of any kind with respect to the premises.
 - (b) The Association is responsible for all maintenance to the structure including vandalism repair.
 - (c) The Association is responsible for cleaning of the kitchen area
 - (d) The Association is responsible for as needed cleaning of the washrooms during and final cleaning with removal of garbage/refuse disposal at the end of the scheduled event;
 - (e) The Association will be responsible for the annual commercial hood cleaning, inspection of the fire suppression system and fire extinguishers, and replacement or repairs as required; and
 - (f) The Association will provide cleaning and replacement of incidentals for the concession and washrooms as needed on market days and during Association special events.
34. Further to section 32 (a)-(f) above, throughout the term at its own expense, the Association shall repair and maintain and keep the Building in a state of good repair as a prudent owner would do. The Regional District will not be obliged to repair, maintain, replace, or alter the Building during the Term or to supply any services or utilities thereto save and except such services and utilities as the Regional District may be required to provide strictly in its capacity as a regional district and not in its capacity as a landlord. Subject to section 34 the Association assumes the full and sole responsibility of the condition, operation, maintenance, repair, replacement, and management of the Building during the Term. All repairs will be in all respects to a standard equal to or greater than the original work and material in the improvement and will meet the lawful requirement of all statutory authorities.
35. Without restricting the generality of section 33, the Association will do all repairs and maintenance that it is obliged to do pursuant to section 33 promptly upon notice from the Regional District. If the Association does not perform all repairs and maintenance promptly upon notice from the Regional District, the Regional District reserves the right to enter the Building to restore the Building back to the state of good repair. The Association will pay to the Regional District, on demand, the Regional District's costs and expenses of repair, as well as an additional amount for administration and overhead.

UTILITIES

36. The Association agrees to pay all hydro bills for the building.
37. The Building shares well water/ filtration with the Association's building located at 1390 Errington Road known as "Errington War Memorial Hall". The Association will facilitate inspections and contract out the provision of water filtration and testing and be responsible for this cost.
38. The Building shares a septic field with the Errington War Memorial Hall, with each building having its own separate septic tank that feeds into the shared septic field. The Association shall manage the inspection of the septic system for the Building, including arranging pump outs as needed, and shall be responsible for all septic-related costs, including maintenance, repair, or replacement of the tank and septic field when required. Upon termination of the agreement, the Association shall ensure that the septic system, including the tank and septic field, is in good working condition, completing any necessary repairs or maintenance to achieve this condition prior to termination.

INCLUDED EQUIPMENT

39. The Regional District has provided the following equipment ("the Included equipment") see Schedule B.
40. The Association should provide immediate notice to the Regional District's appointed agent of any damage to the Included Equipment.
41. The Association agrees to be fully responsible for all Included equipment identified in this agreement. This responsibility includes, but is not limited to, the cost of any repairs, maintenance, or replacement of the equipment, regardless of the cause of damage or malfunction. The Association shall ensure that all Included equipment is maintained in good working condition and shall bear all expenses related to the upkeep of the Included equipment during the term of this Agreement.
42. No compensation shall be paid to the Association by the Regional District due to the loss or failure of any of the included equipment.
43. Upon the termination of this agreement, the Association shall return the Building, including all items listed in Include Property and other contents, to the Regional District in a state of repair acceptable to the Regional District, with reasonable minor wear and tear excepted. The Association shall ensure that all fixtures, fittings, and equipment are in good working order and condition, and that the premises are clean and free of any debris or personal property. Any damage beyond reasonable wear and tear shall be repaired at the Association's expense prior to vacating the premises.

EXCLUDED EQUIPMENT

44. The Association is responsible for all other supplies and inventory required for operation. All costs of operating the concession shall be the responsibility of the Association.
45. Any equipment of the Association must have approval from the Regional District before installation. The Regional District reserves the right to disallow any installation. Any associated electrical, mechanical, or other works involving changes to the Building must be approved by the Regional District in advance.

CUSTODIAL

46. The Association will ensure the cleaning and maintain all equipment in the same manner as a prudent owner during the term of this Contract.
47. The Association agrees to obtain, at its sole cost and expense, all permits, licenses and service contracts required for the operation of the business and to deal with the disposal of all grease and other waste projects as required by statute, regulation, bylaw, or other enactment.
48. The Association will be responsible for scheduled cleaning of the concession area, and at the end of the farmers Market season and provide a final cleaning.

NOTES AND OTHER GENERAL PROVISISONS

49. Any notice required or permitted to be given shall be in writing and shall be deemed to have been duly given if delivered by hand or sent by email to the email address shown below for the respective party or mailed by prepaid registered mail to the address set out on the first page of this Agreement or to such other address as the respective parties may in writing advise. Any such notice shall be deemed to have been given and received, if delivered, when delivered, and if mailed, on the fifth (5th) business day after the mailing thereof in any government post office in the province of British Columbia provided that, if mailed, and after the time of mailing there is any slowdown, strike, or labour dispute which might affect the delivery of such notice, then such notice shall be effective only if actually delivered.
 - a. The email address for the Regional District is: recparks@rdn.bc.ca
 - b. The email address for the Association is: president@ErringtonHall.ca

COMPLIANCE WITH REGULATION

50. At all times of operation if selling of food and beverages to the public, at least one staff person working at a concession premises must hold a valid Food Safe Certificate, in addition to the Association.
51. The Association shall provide the Regional District with evidence of insurance at the time of execution of this Contract along with a WorksafeBC Clearance Letter prior to the start of contract seasons.
52. Prior to commencing operations, and within two weeks of the date of this Contract, the Association shall develop a written Food Safety Plan and Sanitation Plan for approval by the Island Health Authority. Both plans must conform to the Island Health Authority's specifications and requirements. In the event that the Association is unable to obtain the approval of the Island Health Authority within a reasonable amount of time, the Regional District reserves the right to terminate this Contract immediately without penalty or notice. The Regional District is responsible for ensuring that the floor and building plans for the concessions meet the Island Health Authority's specifications and requirements, with such efforts to be undertaken in a reasonable and good faith manner, subject to budget.

TERMINATION

53. Either party may terminate this Contract during the term for any reason by giving to the other party a minimum of sixty (60) days notice.
54. Any long-term rental contract the Association enters with a third party will have a minimum of thirty (30) days notice of for early termination.
55. In the case of cause, including breach of any terms of this contract, the party must be given written notice to the other party. Within fourteen (14) days of the written notice, the other party must commence to cure the breach. In the event that the other party refuses or otherwise cannot cure the breach, this Contract may be terminated without further notice.

INTERPRETATIONS

56. Grammatical variations of any terms defined herein have similar meanings. Words importing the singular number shall include the plural and vice versa. Words importing the masculine gender shall include the feminine and neuter genders. The division of this Agreement into separate articles, sections, subsections and paragraphs, and the insertion of headings and marginal notes and references are for convenience only and shall not affect the construction or interpretation of this Agreement.
57. This Agreement shall be governed by and construed in accordance with the law of British Columbia and Canada applicable therein and shall be treated in all respects as a British Columbia contract.
58. Neither the Association or the Regional District will be liable for any failure or delay in performing an obligation under this Contract that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, the generalized lack of availability of raw materials or energy, as well as any related public health, safety, or emergency measures issued by an authority having jurisdiction.

For the avoidance of doubt, this shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

59. This Contract is not a contract of employment. The Association is an independent Association and nothing herein shall be construed to create a partnership, joint venture or agency and neither party shall be responsible for the debts or obligations of the other. It is understood that this Contract is strictly between the Regional District and the Association and in no way shall be interpreted as creating an employment relationship between the Regional District and the Association, its employees, agents, or sub-contractors (if any). Should any differences arise between the Association and its employees, agents or sub-contractors, they shall be resolved directly between them.
60. All employees are employees of the Association and have no employment relationship with the Regional District. The Association is responsible for ensuring that the employees are remunerated in accordance with BC Employment Standards and is responsible for all WorkSafeBC remittances and assessments for all statutory deductions and remittances.

61. The Association may not assign this Agreement or any part thereof without the prior written consent of the Regional District which consent may be arbitrarily withheld at the sole discretion of the Regional District. This Agreement shall enure to the benefit of and be binding upon the parties hereto and in the case of the Regional District, its successors and permitted assigns.
62. If any section of this Contract or any part of a section is found to be illegal or unenforceable, that part or section, as the case may be, shall be considered separate and severable and the remaining parts or sections shall not be affected thereby and shall be enforceable to the fullest extent permitted by law.
63. The Association acknowledges that the Regional District is subject to the Freedom of Information and Protection of Privacy Act (British Columbia) and that this Contract and any records provided to the Regional District may be subject to public disclosure under that Act.

SIGNED, SEALED AND DELIVERED

by the **REGIONAL DISTRICT OF NANAIMO** in the presence of

Board Chair

Date

Corporate Officer

Date

SIGNED, SEALED AND DELIVERED

by the **ERRINGTON WAR MEMORIAL HALL ASSOCIATION** in the presence of

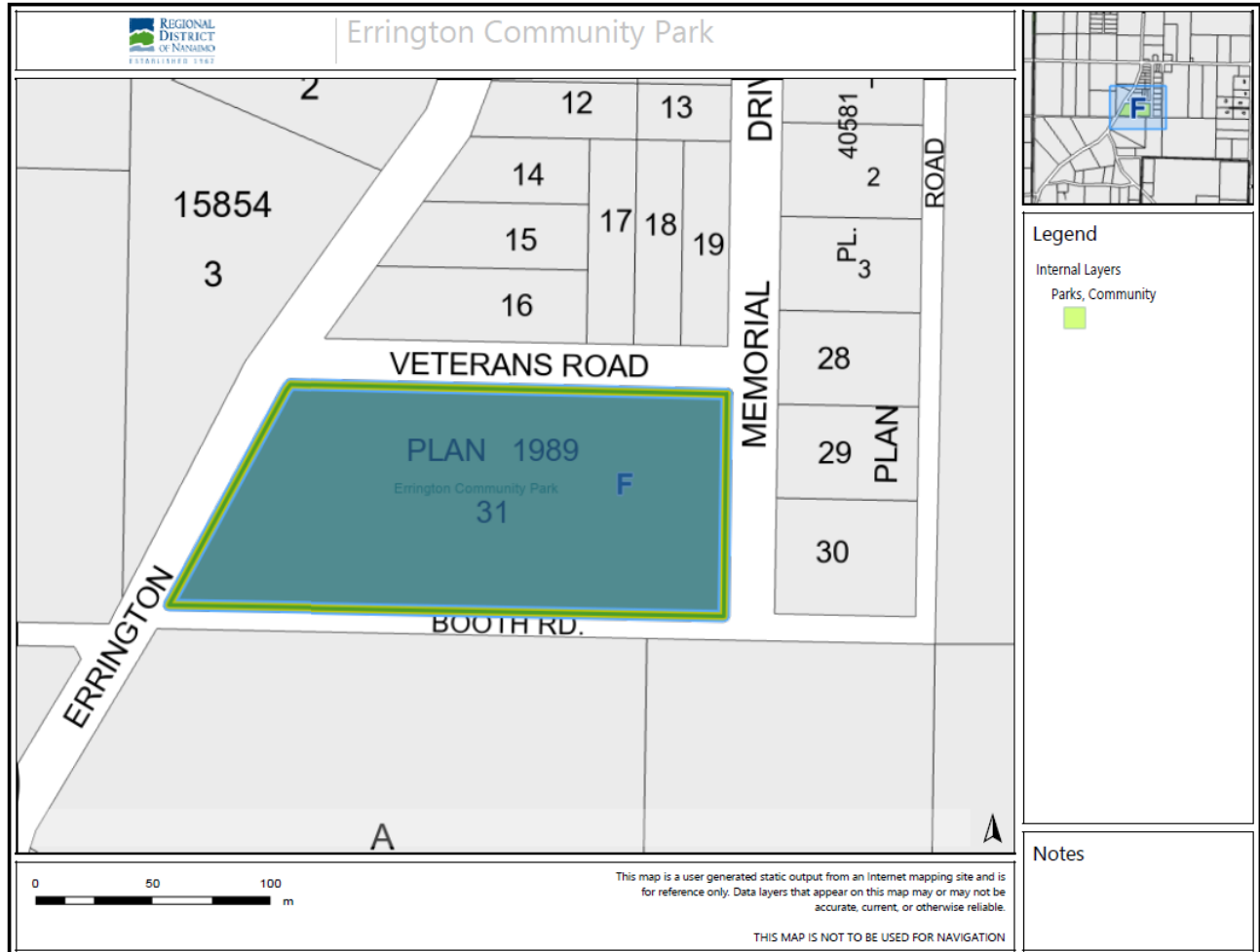
Authorized Signor

Date

Authorized Signor

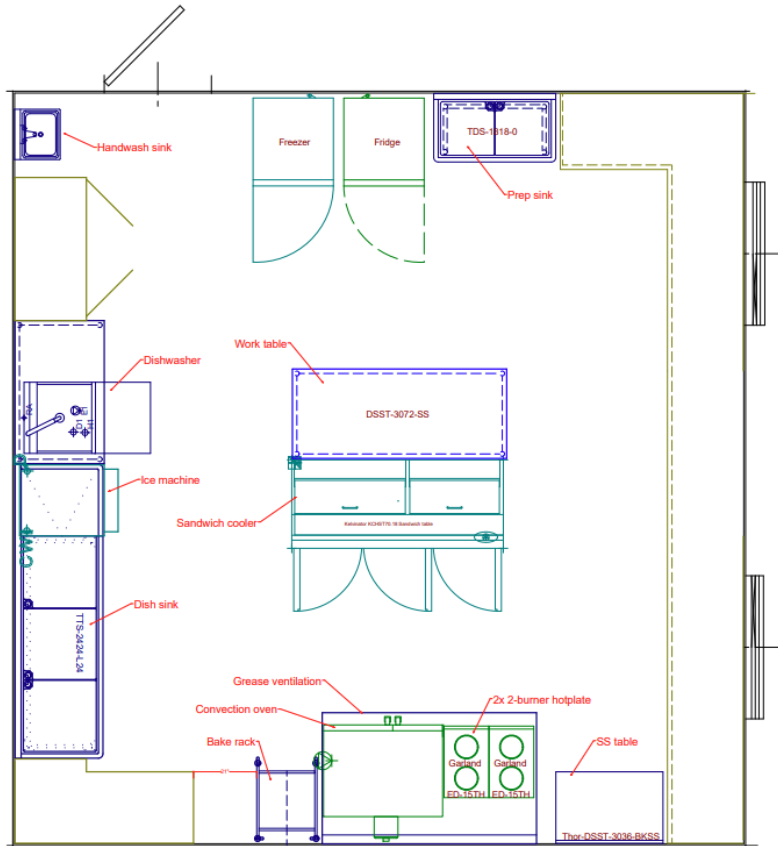
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SCHEDULE A LANDS



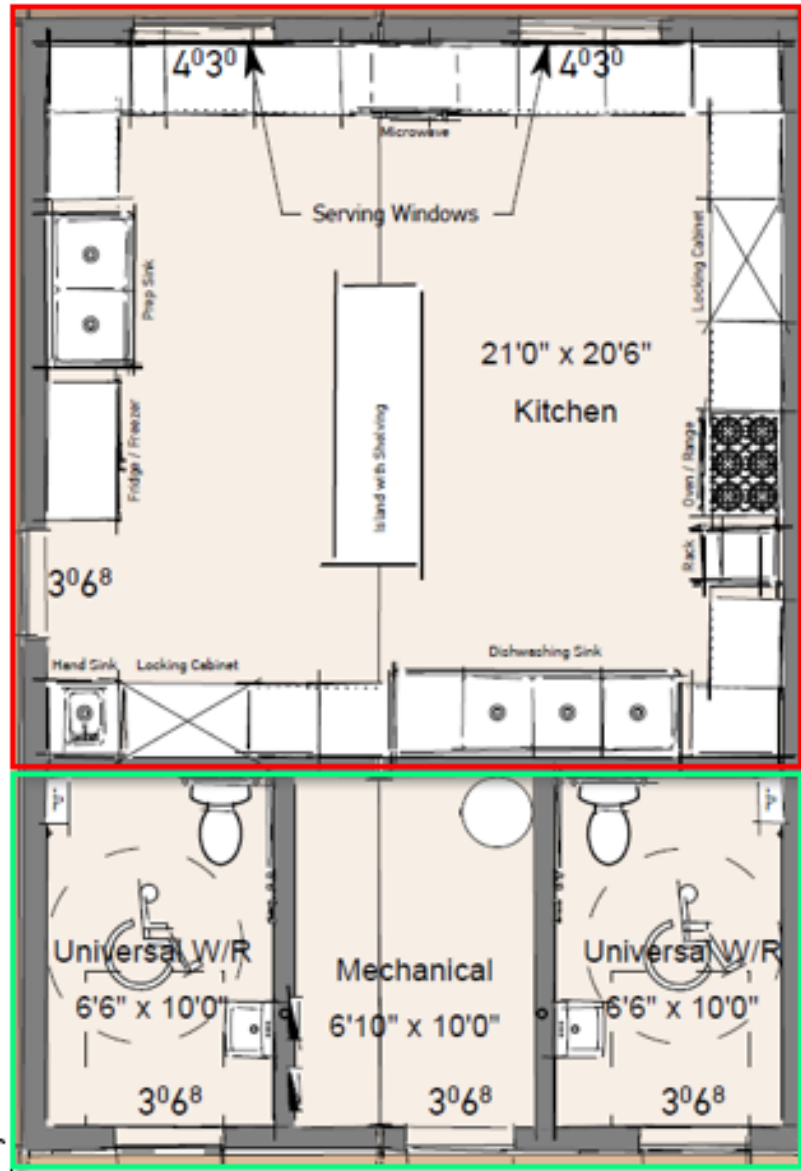
SCHEDULE B

Errington Community Park Concession layout
As-built floorplan kitchen



Customer: Errington Concession Unit
Project: Kitchen layout
Date: Jan. 30/25 Scale: Dim. as Noted Drawn by: JM
Rev: Feb. 13/25
Jemco Food Equipment Service Ltd. Lantzville B.C. ph: (250) 390-3334 fax: (250) 390-3752
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Preliminary building drawing



Kitchen area



washrooms and mechanical room

Included equipment kitchen

1. Triple sink c/w drainboard on right
2. Tap set c/w pre-rinse
3. Add-on faucet
4. Slider/strainer basket for sink
5. High temperature u/c dishwasher
6. Electric convection oven
7. 2x Garland (2 x 15" counter top unit) ED-15THSE on 30" stand Wall mount handwash sink
8. Bakers rack 20 pan
9. Single door cooler
10. Single door freezer
11. Freestanding 2 comp prep sink
12. Tap set for 2 comp prep sink
13. Stainless work table
14. 6-foot long sandwich cooler
15. Icemaker
16. 25x36 inch ss work table for panini press

Included equipment washrooms/mechanical

17. 2 hand washing sinks
18. 2 toilets
19. 2 soap dispensers
20. 2 toilet paper dispensers
21. 2 paper towel dispensers
22. Electric hot water tank
23. Water filtration equipment

ASSOCIATION PROPERTY / NON-REGIONAL DISTRICT PROPERTY

Espresso machine
Panini Maker
Air pot Coffee Brewer
Coffee bean grinder

SCHEDULE C

Table of responsibilities

TASK	ASSOCIATION or REGIONAL DISTRICT	Notes
Provision of Concession Services	Association	
Booking of rentals	Association	
Custodial services Kitchen Area	Association	
Kitchen custodial supplies	Association	
Commercial Dishwasher detergents and sanitizers	Association	
Appliance cleaning	Association	
Appliance repair	Association	
Appliance replacement	Association	
Annual maintenance of kitchen exhaust and fire suppression, repair and replacement	Association	
Washrooms		
Custodial public washrooms market days/Association event days, including garbage/refuse disposal	Association	Association will provide as needed cleaning during and final cleaning with removal of garbage/refuse disposal at the end of the scheduled event
Utilities		
Management of water	Association	
Management of septic	Association	
Payment of Septic services	Association	
Payment of water bills	Association	
Hydro bills	Association	
Structure		
Vandalism repair	Association	
Structure repair	Association	

SCHEDULE D

Example

ERRINGTON CONCESSION USER- TERMS AND CONDITIONS

Rental Period from _____ to _____
Number of Days of Use _____

The Licensee agrees to be bound by the following terms and conditions.

GENERAL CONDITIONS:

1. The Licensee agrees to start and end their event according to the times on the permit. Failure to do so may result in additional charges.
2. The Licensee is responsible for all costs associated with the event including but not limited to equipment, staffing, setups and take downs, cleanup and facility damages unless otherwise agreed.
3. Unless otherwise agreed, nothing contained in this License shall be construed as an undertaking or agreement by the **Errington War Memorial Hall Association** to provide or maintain for the benefit of the Licensee any equipment or personnel or to undertake any maintenance, janitor service or other works of like nature during the Licensee's use and occupation of the premises.
4. Nothing contained in this License shall take effect as or constitute a warranty or guarantee by the **Errington War Memorial Hall Association** as to the fitness, availability or condition of the said premises or the fixtures and fittings therein or of any equipment given, loaned, or rented by the **Errington War Memorial Hall Association** to the Licensee independently of this license.
5. The Licensee and/or their guests and/or attendees must obey the instructions of **Errington War Memorial Hall Association** staff and observe all facility rules and regulations which may be communicated verbally, in writing or by being posted in, on or about the premises.
6. The Licensee shall not sublet any portion of the premises under this contract without the written permission of the **Errington War Memorial Hall Association**.
7. The **Errington War Memorial Hall Association** reserves the right to cancel or alter rentals should conditions arise that necessitate schedule changes.
8. Smoking, vaping, and the use of tobacco and marijuana products is prohibited on the **Errington War Memorial Hall Association** facility premises.
9. All gaming activities require the Licensee to obtain a BC Gaming License.
10. No liquor permitted in, on or about the facility, without Regional District approval and a liquor and cannabis control branch issued permit.
11. Use of the facility for commercial purposes requires proof of Island Health approval.
12. Where required by the **Errington War Memorial Hall Association**, the Licensee shall provide and pay for appropriate fire and police/security protection or other personnel during the period of the Licensee's use and occupation. Should the Licensee fail to provide any of the aforesaid services where required, the **Errington War Memorial Hall Association** may provide the same and the Licensee shall pay the cost upon demand.

13. The Licensee shall not construct, erect, or attach any fixtures of any kind to any part of the premises, without the written consent of the **Errington War Memorial Hall Association** and if so erected, the Licensee covenants to remove the same and restore and leave the premises in the same condition as they were at the time the Licensee entered into occupation. If such restoration is not to the satisfaction of the **Errington War Memorial Hall Association**, all costs involved are to be paid by the Licensee.
14. The Licensee has primary responsibility for emergency first-aid treatment of all participants and spectators during the entire duration of the facility occupation.
15. The Licensee, or designate adult(s) is solely responsible for supervision of participants aged up to 18 years using the facility. Supervising adults must be onsite and actively always monitoring participants.

INDEMNITY AND INSURANCE:

1. The Licensee shall indemnify and save harmless and keep indemnified the Regional District of Nanaimo and its employees while acting in their capacity as such, from all and any legal liability for loss, costs, or damages resulting from bodily injury, including death, of or to any person or persons, or for damage to the property of others, arising out of the Licensee's use and/or occupancy of the premises, except to the extent that such legal liability arises from the negligence or breach of this licence by the **Errington War Memorial Hall Association** and its agents.
2. The Licensee shall indemnify and save harmless and keep indemnified the **Errington War Memorial Hall Association and the Regional District of Nanaimo** from all liability for loss or damage to any property of the **Errington War Memorial Hall Association and Regional District of Nanaimo** during or caused by the occupancy of the facility, save and except reasonable wear and tear.
3. The Licensee shall not permit anything to be brought into or onto, or any act to be done on the premises, that would invalidate or increase the premium on policies of insurance held by the **Errington War Memorial Hall Association** or which may injure or deface the premises, or damage to the extent arising from the negligence or breach of this licence by the Regional District of Nanaimo and its employees.

Regular User is defined as (a) Rentor(s) representing a commercial operation, non-profit organization or an informal group (family, friends) that rents the facility frequently, at least one per month, throughout the year. Regular User groups shall be required to provide proof of general commercial liability insurance naming the **Errington War Memorial Hall Association** and Regional District of Nanaimo as additionally insured as prescribed by the Regional District of Nanaimo and **Errington War Memorial Hall Association**.

Casual User is defined as (a) Rentor(s) representing a non-profit organization or an informal group (family, friends) that rents the facility infrequently, less than once per month. Casual User groups may be required to provide proof of general commercial liability insurance naming the **Errington War Memorial Hall Association** and Regional District of Nanaimo as additionally insured as prescribed by the **Errington War Memorial Hall Association**.

BY SIGNING YOUR PERMIT YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD THE

ABOVE AND FOR THE PURPOSES OF THIS AGREEMENT HAVE THE AUTHORITY TO BIND THE LICENSEE

Waiver of one or more terms of this agreement shall not be thereafter deemed a modification or waiver of the entire agreement but all other terms and conditions shall remain in full force and effect.

x _____
Licensee

Date _____

x _____
Authorized Signor
Errington War Memorial Hall Association

Date _____