



License to Use or Occupy

BETWEEN

District of Mackenzie
Bag 340
1 Mackenzie Boulevard
Mackenzie BC, V0J 2C0

Contact:
Jamie Guise, Fire Chief
Phone: 250-997-4221
Email: jguise@districtofmackenzie.ca

(The "District")

AND

Mackenzie Canadian Ranger
Patrol of British Columbia
700 Airport Road
Mackenzie, BC, V0J 2C0

Contact:
Evan Laplante, Warrant Officer
Phone: 250-391-4130
Email: evan.laplante@forces.gc.ca

(The "Licensee")

WHEREAS the District's Rental Fees for Non-Profit Organizations Policy provides for accommodations in municipally owned facilities to non-profit organizations that are in good standing with the Registrar of Corporate Registries and sports organizations subject to availability. A copy of the policy is attached to this agreement.

WHEREAS the District is the owner of the building and appurtenant grounds located at 700 Airport Road and more commonly known as Fire Hall #2.

AND WHEREAS the Licensee has applied for a License to Use or Occupy those portions of the facility known as the grounds located at 700 Airport Road (hereinafter called "the Premises").

NOW THEREFORE in consideration of the covenants, rents, conditions and agreements to be performed and observed by the Licensee:

1. The District hereby grants to the Licensee a License to Use or Occupy the Premises for the sole purpose of placement of a shipping container for storage of the organization's equipment.
2. The Licensee shall be responsible for all costs related to shipment, maintenance, and removal of the shipping container.

3. The Licensee shall ensure that the placement and use of a shipping container follows the regulations required by the District of Mackenzie's most current *Zoning Bylaw*.
4. The Licensee shall use and occupy only those Premises named in this License.
5. The Licensee shall ensure that all volunteers and employees adhere strictly to all rules and regulations posted and/or included in this License and to advise all volunteers and employees accordingly. Failure to adhere to, or to comply with said rules and regulations may result in the termination of this License without refund of any fees paid and may include invoicing of penalties and/or additional costs incurred by the District.
6. The Licensee must not block access into the compound, Mackenzie Search and Rescue Training Facility, Fire Department Training Facility, Fire Department Storage Facility, District Trailers, and Fire Department Hall #2 bay doors.
7. The District will not block access to the Licensee's equipment stored on the premises.
8. The Licensee will not be granted access to any of the buildings or storage buildings already located on the premises.
9. The Licensee shall exercise the greatest care in the use and occupation of the Premises and adjacent facilities and shall provide a competent and trustworthy adult who will personally undertake to be responsible for the due observance of the rules and regulations governing the Premises.
10. The Licensee shall immediately report all damages and complaints to the District's Public Works Department by contacting the Public Works Manager at 250-997-3761. If reporting an emergency, please contact the on-call manager at 250-997-7438.
11. The Licensee shall be responsible legally, financially, and otherwise for any damages to the Premises as a result of the use and occupation thereof under this License. Said damages to be paid firstly by the Licensee and/or their insurer.
12. The Licensee shall not permit any other person, group or organization not named in this License to use or occupy the Premises without authorization from the District. Authorization granted by the District shall be attached to this License prior to any use or occupation of the Premises by any other person, group or organization.

13. The Licensee shall, at its own expense, as of the expiration of the use and occupation of the Premises, remove all its surplus product, tools and equipment and return the Premises to the condition that the Premises were in prior to the Licensee's use and occupation.
14. The Licensee shall not permit liquor, beer or any other alcoholic beverages on or in the Premises unless expressed authorization of the District has been obtained. Authorization granted by the District shall not relieve the Licensee from any legal obligations and/or requirements. A copy of the Licensee's approved liquor permit shall be presented to the District including evidence of the Licensee's comprehensive liability insurance with extended coverage to include "Host Liquor Liability", prior to any use or occupation of the Premises. Authorization granted by the District shall be attached to this License prior to any use or occupation of the Premises. The Licensee shall comply with the British Columbia Liquor Control and Licensing Act including all regulations.
15. 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 District.
16. The Licensee shall maintain the Premises in a neat and tidy condition and free from the accumulation of waste products and debris caused by its own operation.
17. The Licensee agrees that, at its own cost and expense, it will indemnify, protect and save harmless the District and its officers, employees, servants, agents, successors, and assigns from and against any and all actions, causes of actions, claims and demands of any nature or kind whatsoever including all damages, liabilities, expenses, costs, including legal or other fees incurred in respect of any such claim, or any cause or proceeding brought thereon arising directly or indirectly from or in connection with the granting of this License and the use and occupation of the Premises, save that the Licensee will be under no obligation to indemnify and save harmless the District against or in respect of any damages or judgment rendered against the District resulting from or arising out of any negligence or fault on the part of the District in connection with the maintenance or condition of the Premises to the extent that the damage, loss or injury was caused or occasioned by the negligence or willful misconduct of the District or any person it is responsible for in law.
18. Prior to the granting of this License the Licensee shall obtain and maintain comprehensive general liability insurance including, without limitation, coverage for the indemnity provided herein, on terms satisfactory to the District. The District shall be included as named insured.

Such policy shall be written on a comprehensive basis with inclusive limits of not less than \$2,000,000.00 per occurrence, including \$2,000,000.00 for bodily injury and/or death to anyone or more persons including voluntary medical payments and property damage, or such higher limits as the District may require from time to time. The policy shall contain a clause providing that the insurer will give the District thirty (30) days prior written notice in the event of cancellation or material change.

The Licensee shall provide the District with evidence of such insurance coverage in the form of an executed copy of a Certificate of Insurance in a form satisfactory to the District ten (10) days prior to the granting of this License. The Licensee shall also provide a Certificate of Insurance at any time upon reasonable request from the District. Failure to maintain the insurance policies as required by this Agreement is a material breach of contract.

19. Notwithstanding anything contained in this License, if the Licensee is a public body who may self-insure, the Licensee will not be under any obligation to take out and keep in force any of the insurance required to be taken out and kept in force under section 18, provided that the Licensee has in place a program of self-insurance that provides the same or better coverage than the insurance coverage described in section 18.
20. It shall be the sole responsibility of the Licensee to determine what additional insurance coverage, if any, including but not limited to Worker's Compensation and Participants Insurance are necessary and advisable for its own protection and/or to fulfill its obligations under this License. Any such additional insurance shall be maintained and provided at the sole expense of the Licensee.
21. The Licensee shall not do, suffer or permit to be done, any act or thing upon or to the said Premises, which will or would constitute a nuisance to the occupiers of any lands or premises adjoining or in the vicinity of Premises or to the public generally.
22. The Licensee shall observe, perform and comply with the requirements of every applicable bylaw, statute, regulation or ordinance and with every applicable regulation or order with respect to the condition, maintenance, use or occupation of the Premises and any furniture, equipment, supplies, materials or articles located therein.
23. The Licensee, its employees, agents, servants, or workers and/or volunteers shall not be deemed to be either employees, agents, servants or workers and/or volunteers of the District.



License to Occupy Agreement Mackenzie Rangers

24. The Licensee warrants and represents that if he/she signs this License on behalf of a group or organization, the Licensee has sufficient power, authority, and capacity to bind the group or organization with his/her signature.
25. This License may be terminated by the District by giving not less than 180 days written notice of intent to the Licensee.
26. The term of the License begins on June 13, 2023. It will be continuous until terminated and reviewed once annually at the request of either party.

I have read the above and fully understand the terms and conditions and regulations contained herein and will comply with the said License.

Signature of Licensee

Signature of Witness

Name of Licensee/Group

Name

Address of Licensee/Group

Address

Telephone No.

Telephone No.

Diane Smith
Chief Administrative Officer
District of Mackenzie