

LICENCE OF OCCUPATION

THIS AGREEMENT made the ___th day of _____, 20__.

BETWEEN:

DISTRICT OF MACKENZIE

#1 Mackenzie Boulevard
P.O. Bag 340
Mackenzie, B.C.
V0J 2C0

(the "**District**")

OF THE FIRST PART

AND:

Mackenzie Community Garden Society

P.O. Box 1728
Mackenzie, B.C.
V0J 2C0

(the "**Licensee**")

OF THE SECOND PART

WHEREAS:

- A. The District is the owner of certain lands with the District of Mackenzie legally described as:

PID: 009-300-317

Legal Description: LOT 3 DISTRICT LOT 12463 CARIBOO DISTRICT PLAN 21790

(the "**Land**");

- B. The Licensee wishes to be granted this licence to use a portion of the Land and the District has agreed.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the fee paid by the Licensee to the District and in consideration of the premises and covenants and Agreements

contained in this Agreement, the District and the Licensee covenant and agree with each other as follows:

1.0 RIGHT TO OCCUPY

1.1 The District, subject to the performance and observance by the Licensee of the terms, conditions, covenants and agreements contained in this Agreement and to earlier termination as provided in this Agreement, grants to the Licensee a right by way of licence for the Licensee, its agents, employees, and invitees to use that portion of the Land outlined in red on the sketch plan attached hereto and marked Appendix "A" (hereafter referred to as the "**Premises**") for the purpose of a community garden.

2.0 RESERVATION OF RIGHTS

2.1 The District hereby reserves to itself from the grant and the covenants made by it to the Licensee under section 1.1 above the right for the District, its agents, employees, contractors and subcontractors to have full and complete access to the Premises to carry out any operations associated with the District's use of the Premises.

3.0 LICENCE FEE

3.1 In consideration of the right to use, the Licensee shall pay to the District the sum of **TWO HUNDRED FIFTY (\$250.00) DOLLARS** in a lump sum at the beginning of the term.

4.0 TERM

4.1 The Term of the License granted under this Agreement shall be from the 22nd day of April, 2024 to the 21st day of April, 2029 unless earlier terminated under this Agreement.

5.0 TAXES

5.1 The Licensee shall pay all taxes, rates, duties and assessments whatsoever, whether federal, provincial, municipal or otherwise charged upon the Licenses or the District as a result of the Licensee's occupation of or use of the Premises.

5.2. Without limiting the obligation of the Licensee under section 5.1, the District's municipal Council, if permitted under the provisions of the *Local Government Act*, may in its discretion adopt a bylaw exempting the Licensee from municipal property value taxes in relation to the Licensee's occupation of the Premises.

6.0 CONSTRUCTION

- 6.1 The Licensee shall not construct or place any buildings or structures or make any improvements on the Premises, unless prior to any construction, it has:
- (a) obtained the District's approval in writing to the site plans, working drawings, plans, specifications, and elevations; and
 - (b) obtained a building permit from the District authorizing the construction of the buildings and structures set out in the permits and the plans and specifications attached to it; and
 - (c) obtained all required inspections, and the work shall be carried out at the cost of the Licensee; and
 - (d) delivered final as-built drawings to the District.
- 6.2 The Licensee shall, at its cost, maintain any buildings, structures or improvements constructed or placed on the Premises during the Term.

7.0 INSURANCE

- 7.1
- (a) the Licensee will take out and maintain during the term of the Licence a policy of general public liability insurance against claims for bodily injury, death or property damage arising out of the use of the use of the premises by the Licensee in the amount of not less than five million dollars per single occurrence with such greater amount as the District may from time to time designate, naming the District as an insured party thereto and shall provide the District with a certified copy of such policy or policies;
 - (b) all policies of insurance shall contain a clause requiring the insurer not to cancel or change the insurance without first giving the District thirty (30) days' prior written notice;
 - (c) if the Licensee does not provide or maintain or enforce the Insurance required by this Agreement, the District may take out the necessary insurance and pay the premium for periods of one year at a time and the Licensee shall pay to the District as additional Licence fees the amount of the premium immediately on demand;
 - (d) if both the District and the Licensee claim to be indemnified under any insurance required by this Agreement, the indemnity shall be applied first to the settlement of the claim of the District and the balance, if any, to the settlement of the claim of the Licenses.

8.0 INDEMNIFICATION

8.1 The Licensee releases and will indemnify and save harmless the District, its elected and appointed officers, employees and agents from and against all lawsuits, damages, costs, expenses, fees or liability which the Licensee or any of them or anyone else may incur, suffer or allege by reason of the use of the Premises by the Licensee or by any member of the public using any building, structure or improvement built or placed by the Licensee on the Premises or the carrying on upon the Premises of any activity in relation to the Licensee's use of the Premises.

9.0 BUILDERS LIENS AND SIGNAGE

9.1 The Licensee will indemnify the District from and against any liens for wages or materials or for damage to persons or property caused during the making of or in connection with any excavation, construction, repairs, alterations, installations and additions which the Licensee may make or cause to be made on, in or to the Premises.

10.0 NOTICES

10.1 It is hereby mutually agreed:

Any notice required to be given under this Agreement shall be deemed to be sufficient given:

- (a) to be delivered at the time of delivery and
- (b) if mailed from any government post office in the province of British Columbia by prepaid registered mail addressed as follows:

- (i) if to the District:

#1 Mackenzie Boulevard
P.O. Bag 340
Mackenzie, B.C. V0J 2C0

- (ii) if to the Licensee:

Mackenzie Community Garden Society
P.O. Box 1728
Mackenzie BC, V0J 2C0

or at the address a party may from time to time designate, 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.

11.0 TERMINATION

11.1 If the Licensee is in default on the payment of License fees, or the payment of any other sum payable under this Agreement, or is in breach of this Agreement, and if the default continues for thirty (30) days after the giving of notice by the District to the Licensee, then the District may terminate this Agreement and re-enter the Land and the rights of the Licensee with respect to the Land shall lapse and be absolutely forfeited.

11.2 In the event that the District requires the use of the Premises for municipal purposes in the public interest, the District may terminate this Agreement upon six (6) months' written notice to the Licensee, and following the expiration of such notice period may re-enter the Land and the rights of the Licensee with respect to the Land shall lapse and be absolutely forfeited.

11.3 If the Licensee becomes bankrupt or insolvent, or makes an assignment or enters into an arrangement for the benefit of creditors, or proceedings are begun to wind up or dissolve the Licensee, the District may immediately terminate this Agreement upon written notice to the Licensee.

12.0 FORFEITURE

12.1 If the District, by waiving or neglecting to enforce the right to forfeiture of this Agreement or the right of reentry upon breach of this Agreement, does not waive the District's rights upon any subsequent breach of the same or any other provision of this Agreement.

13.0 FIXTURES

13.1 That unless the Licensee upon notice from the District removes them within ninety (90) days of the end of the Term, all buildings, structures or improvements constructed on the Land by the Licensee, whether before or after the commencement of this Agreement, shall become the sole property of the District at no cost to the District.

14.0 REPAIRS BY THE DISTRICT

14.1 (a) If the Licensee fails to repair or maintain the Land or any buildings, structures or improvements on the Land in accordance with this Agreement, the District may, by its agents, employees or contractors enter the Land and make the required repairs or do the required maintenance and the cost of the repairs or maintenance shall be a debt due from the Licensee to the District.

- (b) In making the repairs or doing the maintenance the District brings and leaves upon the Land the necessary materials, tools and equipment and the District shall not be liable to the Licensee for any inconvenience, annoyance, loss of business or other injuries suffered by the Licensee by reason of the District effecting the repairs or maintenance.
- (c) The Licensee releases the District, its elected and appointed officers, employees and agents from and waives any claim, right, remedy, action, cause of action, loss, damage, expense, fee or liability which the Licensee may have against any or all of them in respect of this Agreement or its performance or its breach except insofar as such claim, right, remedy, action, cause of action, loss, damage, expense, fee or liability arises from the negligence of the District, its elected and appointed officers, employees and agents.

15.0 TREE CUTTINGS, EXCAVATIONS, HAZARDOUS SUBSTANCES

- 15.1 (a) Except where reasonably necessary for the safe and effective operation of the Community Garden, the Licensee will not carry on or do or allow to be carried on or done on the Premises any cutting, clearing or removal of trees, bushes or other vegetation or growth or any excavation or disturbance of the surface of the Premises and shall not bring on or deposit any soil or fill on the Premises except with the written consent of the District.
- (b) Except where reasonably necessary for the safe and effective operation of the Community Garden, the Licensee will not bring on, deposit, store, spray or apply nor cause or permit to be brought on, deposited, stored, sprayed or applied on the Premises or to any trees, bush or vegetation on the Premises any chemical fertilizer, herbicide, pesticide or other chemical or petroleum product or any substance which is capable of contaminating the Premises or any water on the Premises.
- (c) The Licensee shall conduct all of its operations on the Premises strictly in accordance with the requirements of all laws and regulations that regulate or prohibit activities for the purpose of protecting the environment.

16.0 CLEAN UP

- 16.1 At the end of the Term, the Licensee shall clean up and restore the Premises as reasonably as may be possible to the condition of the Premises prior to the commencement of the Licensee's occupation of the Premises as a Community Garden.

17.0 REGULATIONS

17.1 The Licensee will:

- (a) comply promptly at its own expense with the legal requirements of all authorities, including an association of fire insurance underwriters or agents, and all notices issued under them that are served upon the District or the Licensee;
- (c) indemnify the District from all lawsuits, damages, loss, costs or expenses that the District may incur by reason of non-compliance by the Licensee with legal requirements or by reason of any defect in the Premises or any injury to any person or to any personal property contained on the Premises. The Licensee shall be responsible for any damage to the Premises occurring while the Licensee is exercising its rights under this Agreement and the Licensee acknowledges and agrees that in the event that the Premises or any building, structure or improvement on the Premises is damaged, the amount of the cost of any repair or restoration undertaken by the District shall be a debt due from the Licensee to the District.

18.0 NO COMPENSATION

18.1 The Licensee shall not be entitled to compensation for any loss or injurious affection or disturbance resulting in any way from the termination of the License or the loss of the Licensee's interest in any building, structure or improvement built or placed on the Premises.

18.0 MISCELLANEOUS

- (a) The Licensee warrants and represents that the execution of this Agreement by the Licensee on behalf of a group or organization is a warranty and representation to the District that the Licensee has sufficient power, authority, and capacity to bind the group or organization with his or her signature.
- (b) In consideration of being granted the use of the Premises, the Licensee agrees to be bound by the terms and conditions of this Agreement and, if the Licensee represents a group or organization, the Licensee agrees to inform all responsible persons associated with the group or organization of the terms and conditions of this Agreement.
- (d) This Agreement shall not be interpreted as granting any interest in the Land to the Licensee.
- (e) Nothing in this Agreement shall constitute or shall be deemed in any way to create an agency, partnership or joint venture relationship between the District, on the

one hand, and the Licensee on the other, or to create any fiduciary relationship between them.

- (f) Waiver of any default by a party shall not be interpreted or deemed to be a waiver of any subsequent default.
- (g) The Licensee agrees that it will not assign or transfer its rights under this Agreement, or grant or enter into any sub-licence, without the prior written consent of the District.

19.0 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.

DISTRICT OF MACKENZIE by its)
 authorized signatories)
)
 _____)
 Chief Administrative Officer)
)
 _____)
 Corporate Officer)
)

Mackenzie Community Garden Society by its)
authorized signatories:)

_____)
Name:)

_____)
Name:)
)