

***Regional District of Nanaimo Board – Meeting Date: June 24, 2025***

*This document contains closed 'in-camera' meeting decisions that have been released because they are no longer considered sensitive.*

**Qualicum Commons Update**

The Board voted to rise and report on the Qualicum Commons Licence to Occupy Agreement once the Agreement has been fully executed.

Released: July 30, 2025

**LICENCE TO OCCUPY**

**744 PRIMROSE STREET**

THIS AGREEMENT dated for reference July 1, 2025 is

BETWEEN:

**THE TOWN OF QUALICUM BEACH**

201 - 660 Primrose Street

Qualicum Beach, BC V9K 1S7

(the "Licencor")

AND:

**REGIONAL DISTRICT OF NANAIMO**

830 West Island Highway

Parksville, BC V9P 2X4

Phone: 250.248.3252

(the "Licencee")

WHEREAS:

- A. The Board of Education of School District No. 69 (Qualicum School District) (the "School Board") owns those lands and premises located in the Town of Qualicum Beach with a civic address of 744 Primrose Street, Qualicum Beach, British Columbia that is better known and legally described as follows:

PID: 028-611-730

Lot A, District Lot 78, Newcastle District, Plan EPP12488

(the "Lands");

- B. The School Board entered an offer to lease with the Licencor, dated December 6, 2024, whereby the School Board and the Licencor agreed to enter an agreement to lease an approximately 2.93-hectare building situated on the Lands (the "Premises") that was in prior years used as a school and now is primarily used as a space for educational and community benefit purposes (the "Head Lease");
- C. The Head Lease permits the Licencor to enter agreements for space within the Premises with organizations, societies, non-profits, associations, community groups, businesses and other persons or organizations that provide services, programs, courses, events or other community gatherings that are intended for educational purposes or community benefit; and

- D. The Licensor and the Licencee wish to enter into a non-exclusive licence of occupation for a portion of the Premises (the “Licence Area”).

THIS AGREEMENT is evidence that in consideration of the mutual promises contained in this Agreement (the receipt and sufficiency of which the parties acknowledge), the parties covenant and agree as follows:

**ARTICLE 1**  
**DEFINITIONS & INTERPRETATION**

**1. Definitions** – The following term will have the following meanings in this Agreement:

- (a) “Agreement” means this Licence to Occupy Agreement between the Licensor and the Licencee.
- (b) “Business Day” means any day other than Saturday, Sunday or any statutory holiday in the Province of British Columbia.
- (c) “Commencement Date” has the meaning given in Section 8 of this Agreement.
- (d) “Dispute” has the meaning given in Section 32 of this Agreement.
- (e) “Head Lease” means the lease agreement executed between the School Board and the Licensor pursuant to the Offer to Lease entered on December 6, 2024 between the School Board and the Licensor.
- (f) “Lands” means those lands and premises with a civic address of 744 Primrose Street, Qualicum Beach, British Columbia that are better known and legally described as PID 028-611-730. Lot A, District Lot 78, Newcastle District, Plan EPP12448.
- (g) “Licence Area” means that part of the Premises measuring approximately 91.58m<sup>2</sup> (985 sf) identified on the plan attached to this Agreement as Schedule “A” as “Room 3”, Kiln and “Gym Storage 1”).
- (h) “Licence Fees” has the meaning given in Section 16 of this Agreement.
- (i) “Notice” has the meaning given in Section 45 of this Agreement.
- (j) “Other Fees” has the meaning given in Section 17 of this Agreement.
- (k) “Premises” means the premises measuring approximately 2.94 hectares located on the Lands and ancillary site improvements.

- (l) "School Board" means the Board of Education of School District No 69 (Qualicum School District).
- (m) "Term" has the meaning given in Section 8 of this Agreement.
- (n) "Licencee" means Regional District of Nanaimo;
- (o) "Licencor" means the Town of Qualicum Beach;
- (p) "Licencor's Representatives" means the Town of Qualicum Beach's elected and appointed officials, directors, officers, employees, contractors and agents.

**2. Interpretation – In this Agreement:**

- (a) reference to the singular includes a reference to the plural and vice versa, unless the context requires otherwise;
- (b) a particular numbered section or lettered Schedule is a reference to the correspondingly numbered section or lettered Schedule of this Agreement;
- (c) an enactment is a reference to an enactment as the term is defined in the *Interpretation Act* (British Columbia) on the day this Agreement is made;
- (d) any enactment is a reference to that enactment as amended, revised, consolidated or replaced;
- (e) section headings are inserted for ease of reference and are not to be used in interpreting this Agreement;
- (f) a "party" is a reference to a party to this Agreement;
- (g) time is of the essence; and
- (h) where the word "including" is followed by a list, the contents of the list shall not circumscribe the generality of the expression immediately preceding the word "including".

**3. Schedules – The following schedules attached hereto form a part of this Agreement:**

- (a) Schedule A – Licence Area.

**ARTICLE 2  
TERMS OF LICENCE**

4. **Grant of Licence** - The Licencor grants to the Licencee a non-exclusive licence to enter, pass through and occupy the Licence Area for the permitted uses set out in this Agreement and subject to the terms and conditions of this Agreement, in common with all other persons authorized by the Licencor to access, make use of and enter the Licence Area.
5. **Access to Common Areas** – The Licencee shall have the non-exclusive right to access and use common areas of the Premises, including hallways, entrances, and washroom facilities, as reasonably necessary for ingress, egress, and use of the License Area, subject to any reasonable rules or restrictions established by the Licensor. The Licencee shall not conduct any programming, instruction, or organized activity within the common areas.
6. **Head Lease** – For this agreement to be valid, enforceable and in effect the School Board and the Licencor must have entered into the Head Lease. Where the Head Lease is not executed, it is terminated, it expires or it is found to be unenforceable or invalid by the British Columbia Courts then this Agreement, and the terms and conditions herein, are of no force and effect and the parties acknowledge that there is no legally binding agreement between the Licencor and the Licencee for the Licence Area. Notwithstanding that the Licencor and Licencee may have entered into this Agreement prior to the School Board and Licencor entering into the Head Lease, no binding and enforceable agreement or any legal rights or obligations under this Agreement will exist until the Head Lease is executed and in effect.
7. **Permitted Uses** - The Licencee shall only use and occupy the Licence Area for the purposes of providing services, programs, courses, events or community gatherings for members of the public intended for educational purposes or community benefit. For certainty, the Licencee is permitted by the Licencor to use the Licence Area for the purposes of Recreational Services.
8. **Term** - The term of this Agreement shall be for one year commencing on July 1, 2025 (the “**Commencement Date**”), unless terminated earlier as provided herein (the “**Term**”).
9. **Fire Prevention** – The Licencee shall observe and comply with all laws, regulations and bylaws in force respecting fire prevention in the Town of Qualicum Beach and with all instructions from time to time provided by the Licencor to the Licencee with respect to fire prevention.
10. **Security** - The Licencor and the Licencor’s Representatives shall have no responsibility whatsoever for the security of the Premises, the Lands or the Licencee’s property on the Premises, the Lands or in the Licence Area, the sole responsibility for which rests with the Licencee, and the Licencee hereby releases the Licencor from all claims, actions, damages, liabilities, losses, costs, and expenses whatsoever as may be suffered by the Licencee arising from or related to any lack of security at the Premises and Lands.

11. **Temporary Suspension of Services** - The Licencee shall not have nor make any claim or demand, nor bring any action or suit or petition against the Licencor or the Licencor's Representatives for any damage which the Licencee may sustain by reason of any temporary suspension, interruption or discontinuance, in whole or in part from whatever cause arising in service supplied by the Licencor hereunder.
12. **Licencor's Right to Grant Further Interests** - The Licencor may, from time to time, grant licences, rights of way, easements and other rights and privileges to third parties on, over, under, through, above and across the Premises, provided that such privileges do not materially impair the Licencees rights under this Agreement, and the Licencee agrees to execute such further instruments as may be necessary to give such rights and privileges priority over this Agreement.
13. **Alterations & Improvements** - The Licencee shall not make any alterations, repairs, installations, removals or improvements in or about the Licence Area or the improvements thereon without the Licencor's prior written consent, in the Licencor's absolute discretion, as to suitability and acceptability and only after having submitted adequate plans and specifications thereof to the Licencor, and are subject to the Licencor also receiving the consent of the School Board to such proposed alterations, repairs, installations, removals or improvements.
14. **Chattels & Fixtures** – Within thirty (30) days of the expiration or earlier termination of this Agreement, the Licencee shall remove all improvements, fixtures and personal property erected or placed upon the Licence Area and, if not removed within this period, the Licencor may, at its option and without liability to the Licencee for loss, damage or compensation, either:
  - (a) take, keep or use the Licencee's improvement, fixtures and personal property as its own property; or
  - (b) deal with and dispose of the Licencee's equipment and supplies in such manner as it may, in its absolute discretion determine and the Licencee will reimburse the Licencor promptly on request for all costs and expenses incurred by the Licencor in taking possession of, removing or disposing of the improvements, fixtures and personal property within fourteen (14) days of receiving in invoice from the Licencor for such costs.
15. **Purpose of Licence Area** - The Licencee acknowledges that:
  - (a) the Licencee's right of use of the Licence Area is as a licensee, and no relationship of landlord and tenant is created between the Licencor and the Licencee by this Agreement respecting the Licence Area;

- (b) the Licencor retains control, possession and management of the Licence Area and the Licencee has no right to exclude the Licencor, the Licencor's Representatives or any other person permitted by the Licencor from the Licence Area;
- (c) the Licence granted by this Agreement is personal to the Licencee and is not assignable;
- (d) the Licencee shall not sublicense the whole or any part of the Licence Area; and
- (e) the rights granted to the Licencee under this Agreement may only be exercised by the Licencee and its employees, agents and contractors.

### **ARTICLE 3 FEES & TAXES**

16. **Licence Fee** - The Licencee shall pay to the Licencor a monthly licence fee in the amount of \$1,369.79 exclusive of GST for the licence granted under this Agreement payable on the first day of each month of the Term (the "Licence Fees"). The Licence Fee is inclusive of electric, gas, water, and maintenance to the building envelope, garbage collection and snow removal.
17. **Other Fees**- The Licencee shall be responsible for payment of all other costs in connection with the Licence Area that are not encompassed in the Licence Fee including, but not limited to, insurance, room and equipment maintenance costs, internet access, leasehold improvements, repairs, assessments, painting, janitorial, and all other costs, charges, outlays and expenses in connection with the Licence Area or any improvements thereon.
18. **Taxes** – The Licencee will pay when due all taxes that arise from time to time in respect of the Licencee's use of the Licence Area including, but not limited to, goods and services taxes, value added taxes, business transfer taxes or any other tax imposed on the School Board, the Licencor or the Licencee as a result of the Licencee's use of the Licence Area.

### **ARTICLE 4 LICENCEE COVENANTS, REPRESENTATIONS & WARRANTIES**

19. **Licencee's Covenants** - The Licencee covenants and agrees with the Licencor:
  - (a) to only use the Licence Area for the purposes set out in this Agreement;
  - (b) to promptly pay to the Licencor all fees and invoices provided to the Licencee under this Agreement when due;
  - (c) to promptly pay all taxes owed when due;

- (d) to maintain the License Area in good condition and not cause, allow, or fail to prevent any injury, defacement, damage, or destruction to the License Area or its fixtures, whether through direct action, negligence, or by permitting others to do so;
- (e) not to do, suffer or permit anything in, on or from the Licence Area that may be or become a nuisance or annoyance to the owners, occupiers, or users of the Lands or area adjacent to or near the Lands or to the public, including the accumulation of rubbish or unused personal property of any kind;
- (f) not to make any alterations, repairs, installations, removals or improvements on the Licence Area without obtaining the written consent of the Licencor, which may be granted at the Licencor 's sole discretion with or without conditions, and is further subject to the School Boards approval of such work;
- (g) not to do or permit to be done anything that may void any insurance in place on the Premises;
- (h) not to cause or permit the Licence Area to become untidy, unsightly or hazardous or permit waste or refuse to accumulate therein;
- (i) to take all reasonable precautions to ensure the safety of all persons using the Licence Area;
- (j) to carry on and conduct its activities on the Lands and in, on and from the Licence Area in compliance with any and all laws, statutes, enactments, bylaws, regulations and orders from time to time in force and to obtain all required approvals and permits thereunder and not to do or omit to do anything in on or from the Licence Area;
- (k) not to obstruct or interfere with other users access to and use of the Lands, Premises and the Licence Area; and
- (l) to pay all costs for repairing, restoring or refurbishing the Premises and any attachments, improvements or chattels therein that sustain damage that is caused or contributed to by the actions or neglect of the Licencee, its staff or invitees. Reasonable wear and tear excepted.

**20. Acknowledgment and Agreements of the Licencee – The Licencee acknowledges and agrees that:**

- (a) the Licencor has given no representations or warranties with respect to the Licence Area including as to the condition of the Licence Area or the suitability of the Licence Area for the purposes of this Agreement;
- (b) the Licencee enters the licence for the Licence Area on an "as-is" basis and the Licencor has not made any representations, warranties or agreements as to the condition of the Licence Area; and



- (c) it is the sole responsibility of the Licencee to satisfy itself with respect to the conditions, including the environmental conditions, and suitability for the Licencee's intended uses of the Licence Area.

## **ARTICLE 5**

### **CONDITION OF THE LICENCE AREA**

- 21. **Maintenance & Repair** - The Licencee covenants and agrees that it shall maintain the Licence Area in a clean, safe and good state of repair and to the satisfaction of the Licencor.
- 22. **Licencor's Right of Repair** – If at any time during the Term the Licencee fails to keep the Licence Area in the condition required under this Agreement, the Licencor may, by its employees, contractors and agents enter upon the Licence Area for the purposes of remedying the Licencee's defaults if the Licencee fails to remedy such default within thirty (30) days following written notice thereof from the Licencor, the Licencee shall reimburse the Licencor for the Licencor's cost of remedying such default within fourteen (14) days following receipt of an invoice from the Licencor.
- 23. **Substantial Destruction** - If the Premises or the Licence Area is completely or substantially destroyed by fire or other casualty then this Agreement shall terminate without any compensation payable by the Licencor to the Licencee.
- 24. **Permission to Enter** – The Licencor and the Licencor's Representatives may enter the Licence Area at all times for the purposes of inspection of the Licence Area and to confirm the Licencee's compliances with the terms of this Agreement.

## **ARTICLE 6**

### **INSURANCE**

- 25. **Type of Insurance** - The Licencee must, at its sole expense, obtain and maintain during and throughout the Term of this Agreement:
  - (a) comprehensive general liability insurance providing coverage for death, bodily injury, property loss and damage and all other losses arising out of or in connection with the operation at and the use of the Licence Area by the Licencee in an amount not less than five million (\$5,000,000.00) per occurrence;
  - (b) fire and property loss coverage with respect to the Licence Area; and
  - (c) all risks insurance for replacement costs on all improvements on or to the Licence Area and all of the Licencee's personal property in the Licence Area.

**26. Terms of Insurance** - All policies of insurance required to be taken out by the Licencee under this Agreement shall be with insurance companies satisfactory to the Licencor and shall:

- (a) name the Licencor as an additional insured;
- (b) be issued by an insurance company entitled to carry on the business of insurance under the laws of British Columbia;
- (c) be primary and non-contributing with respect to any policies carried by the Licencor and that any coverage carried by the Licencor is excess coverage;
- (d) not be cancelled without the insurer providing the Licencor with thirty (30) clear days written notice stating when such cancellation is to be effective;
- (e) be on other terms acceptable to the Licencor, acting reasonably.

**27. Insurance Certificate** - The Licencee shall obtain all required insurance at its sole expense and must provide the Licencor with certificates of insurance confirming the placement and maintenance of the insurance promptly after a request to do so by the Licencor.

**28. Licencor may Insure** - If the Licencee fails to insure as required, the Licencor may immediately affect the insurance in the name and at the expense of the Licencee and the Licencee shall repay the Licencor all costs reasonably incurred by the Licencor within fourteen (14) days of receipt of an invoice for such costs.

## **ARTICLE 7 INDEMNITY & RELEASE**

**29. Indemnities** – *The Licencee shall indemnify and save harmless the Licencor and the Licencor's Representatives from and against all actions, causes of actions, suits, claims or demands relating to or arising from any breach, violation or non-performance of any covenant, condition or agreement in this Agreement to be fulfilled, kept, observed and performed by the Licencee. In addition, the Licencee shall indemnify and save harmless the Licencor and the Licencor's Representatives and assigns from and against all actions, causes of actions, suits, claims or demands relating to or arising from:*

- a. any injury to person or persons, including death resulting at any time therefrom, occurring in or about the Premises or the Licence Area that was caused or contributed to by the negligence or willful misconduct of the Licencee or its employees, agents, or invitees;;*

- b. any damage to or loss of property occasioned by the use and occupation of the Licence Area by the Licencee. This indemnity shall not apply to the extent that such claims arise from the negligence or willful misconduct of the Licencor or its Representatives.*

**30. Release** – *The Licencee hereby releases the Licencor and the Licencor 's Representatives from any and all liability for loss or damage caused by any of the perils against which the Licencee has insured and the Licencee shall indemnify and save harmless the Licencor and the Licencor 's Representatives from and against any and all actions, causes of actions, suits, claims or demands of any nature whatsoever relating to such insured loss or damage or loss or damage. This release shall not apply to losses arising from the gross negligence or willful misconduct of the Licencor or its Representatives.*

## **ARTICLE 8 ENVIRONMENTAL**

**31. Environmental Matters** – In this section, the following definitions apply:

(a) "Contaminants" means

- (i) as defined in the *Environmental Management Act* any biomedical waste, contamination, effluent, pollution, recyclable material, refuse, hazardous waste or waste;
- (ii) matter of any kind which is or may be harmful to safety or health or to the environment;  
or
- (iii) matter of any kind the storage, manufacture, disposal, emission, discharge, treatment, generation, use, transport, release, remediation, mitigation or removal of which is now or is at any time required, prohibited, controlled, regulated or licenced under any Environmental Laws.

(b) "Environmental Laws" means any past, present or future common law, enactment, statute, regulation, order, bylaw or permit, and any requirement, standard or guidelines of any federal provincial, or local government authority or agency having jurisdiction, relating to the environment, environmental protection, pollution or public or occupational safety or health.

The Licencee covenants and agrees with the Licencor to:

- (c) carry on and conduct its activities in, on and from the Licence Area in compliance with all Environmental Laws;
- (d) not permit the storage, use, handling, manufacture, unloading, loading, treatment, disposal or introduction into the environment of any Contaminants in, on, under or from Licence Area;

- (e) immediately notify the Licencor of the occurrence of any of the following and provide the Licencor with copies of all relevant documentation in connection therewith:
  - (i) a release of Contaminants in, on or about the Licence Area, the Premises or the Lands or any adjacent land; or
  - (ii) the receipt of any citation, directive, order, claim, litigation, investigation, proceeding, judgment, letter or other communication from any person or governmental authority that is related to any Environmental Laws;
- (f) promptly provide to the Licencor a copy of any environmental site assessment, audit, report or test results relating to the Licence Area, the Premises or Land conducted at any time by or for the Licencee;
- (g) promptly remove any Contaminants arising from the Licencee's use or occupation of the Licence Area in a manner that conforms to Environmental Laws governing their removal.

#### **ARTICLE 9 DISPUTES**

32. **Dispute Resolution** – If a disagreement arises pursuant to this Agreement or the interpretation of this Agreement (a "Dispute"):
- (a) the parties will attempt to resolve the Dispute by good faith negotiations between the parties within fourteen (14) days of one party providing to the other party written notice setting out the nature of the Dispute, the relevant provisions of the Agreement and requesting that the parties meet to negotiate its resolution;
  - (b) where the parties are unable to resolve the Dispute through good faith negotiations, then either party shall be entitled to give written notice to the other party, within ten (10) days of the parties failing to resolve the Dispute through good faith negotiations, to refer the Dispute to arbitration;
  - (c) where there is more than one Dispute between the parties then these Disputes may be consolidated into a single arbitration;
  - (d) the parties will mutually agree to the appointment of an arbitrator within seven (7) days of the Dispute being referred to arbitration by a party. If the parties cannot agree upon a single arbitrator, within the time stipulated, either party shall be entitled to apply to the Supreme Court of British Columbia to have an arbitrator appointed by the court;

- (e) the arbitration will be held within thirty (30) days of the appointment of the arbitrator, or such other time as agreed to by the parties, and will be conducted in the Town of Qualicum Beach;
- (f) the arbitrator will issue his or her decision no later than thirty (30) days from the date the arbitration concludes;
- (g) the decision of the arbitrator shall be final and binding on the parties; and
- (h) each party will pay their own costs for the arbitration.

#### **ARTICLE 10 TERMINATION & EXPIRY**

**33. Termination for Default** - The Licensor may terminate this Agreement effective thirty (30) days after written notice of termination to the Licensee where the Licensee:

- (a) fails to pay the Licence Fees, Other Fees or taxes at the times provided in this Agreement;
- (b) fails or neglects to fully and promptly observe and perform any term, covenant, condition or provisions contained in this Agreement,

provided that the Licensor has provided written notice to the Licensee of the default and the Licensee has failed to cure the default within thirty (30) days of the written notice.

**34. Termination Without Default** - This Agreement will terminate immediately:

- (a) where the Licensee becomes insolvent or bankrupt or makes an assignment for the benefit of creditors;
  - (b) where the Premises or the Licence Area therein is expropriated by a governmental authority;
- or the parties may terminate this Agreement:
- (c) upon three (3) months written notice by the Licensor to the Licensee;
  - (d) upon three (3) months written notice by the Licensee to the Licensor; or
  - (e) any time by mutual agreement of the parties.

**35. Head Lease Termination or Expiration** – Upon the expiration or termination of the Head Lease for any reason this Agreement will immediately terminate without any compensation payable by the Licensor to the Licensee.

36. **No Compensation** – Where this Agreement is terminated the Licencor shall not be liable to compensate the Licencee for damages, costs or losses, including any prepaid Licence Fees, Other Fees or taxes.
37. **State of Licence Area upon Termination** - Upon the expiry of the Term or earlier termination of this Agreement and where the Licencee fails to leave the Licence Area in a condition required by this Agreement then the Licencor may enter the Licence Area and do all acts and things necessary on behalf of the Licencee to restore the Licence Area to the condition required by this Agreement and the Licencee will compensate the Licencor for all costs incurred by the Licencor for performing such work within fourteen (14) days of receipt of an invoice for such costs.
38. **Re-entry** – No re-entry or entry shall be construed as an election by the Licencor to terminate this Agreement unless a written notice of intention to terminate is given to the Licencee.
39. **Reimbursement** – Where the Licencor is required by the School Board to remove any improvements from the Licence Area or Premises that were installed, affixed, placed or constructed by the Licencee then the Licencee shall reimburse the Licencor for all costs it incurs in removing the improvements within fourteen (14) days of receipt of an invoice for such costs.

**ARTICLE 11**  
**GENERAL PROVISIONS**

40. **No Landlord/Tenant Relationship** – The interest granted pursuant to this Agreement constitutes a licence only and does not constitute a lease or a sublease, nor create any other interest in land, and the Licencee acknowledges that there is no relationship of landlord and tenant created by the Licencor and the Licencee by this Agreement.
41. **Assignment** - The Licencee shall not assign or sublicense all or any part of this Agreement without the prior written authorization of the Licencor.
42. **Registration** - The Licencee shall not in any circumstances apply to register this Agreement or any other interest or notice of interest against or in respect of the Licence Area, the Premises or the Lands. The Licencee further covenants not to mortgage or otherwise encumber this Licence or any interest hereunder.
43. **Entire Agreement** - The provisions in this Agreement constitute the entire agreement between the parties and supersede all previous communications, representations, warranties, covenants and agreements, whether verbal or written, between the parties regarding the Licencee's use of the Premises.

44. **Severability** - Should any provision of this Agreement be illegal or not enforceable, it shall be considered separate and severable from the Agreement and its remaining provisions shall remain in force and be binding upon the parties as though those provisions had never been included.
45. **Notices** - Any notice, direction, demand, approval, certificate or waiver (any of which constitutes a "Notice" under this section) which may be or is required to be given under this Agreement must be in writing and be delivered and or sent by email:

**to the Licencor:**

The Town of Qualicum Beach  
201 - 660 Primrose Street  
Qualicum Beach, BC V9K 1S7

Attention: Heather Svensen, Director of Corporate Services/Deputy CAO  
Email: [hsvensen@qualicumbeach.com](mailto:hsvensen@qualicumbeach.com)

**to the Licencee:**

Regional District of Nanaimo  
830 West Island Highway  
Parksville, BC V9P 2X4  
Phone: 250.248.3252

Attention: Tom Osborne, General Manager  
Email: [tosborne@rdn.bc.ca](mailto:tosborne@rdn.bc.ca)

or to such other address or email of which notice has been given as provided in this Agreement. Any Notice that is delivered is to be considered given on the day it is delivered and any Notice that is sent by email is to be considered given on the day it is sent except that if, in either case, transmittal or delivery occurs on a day that is not a Business Day or after 5:00 p.m., it is to be considered to be given on the next Business Day after it is sent.

46. **Governing Law** - This Agreement shall be governed and construed in accordance with the laws of the Province of British Columbia.
47. **Remedies Cumulative** - No reference to or exercise of any specific right or remedy by the Licencor shall prejudice or preclude the Licencor from exercising any other right or remedy, whether allowed at law or in equity or expressly provided for in this Agreement, and no such right or remedy is exclusive or dependent upon any other such remedy and the Licencor may from time to time exercise any one or more of such remedies independently or in combination. Without limiting the generality of the foregoing, the Licencor is entitled to commence and maintain an action against the

Licencee to collect any fees not paid when due, without exercising the option to terminate this Agreement.

48. **No Joint Venture** - Nothing contained in this Agreement creates a relationship of principal and agent or of partnership, joint venture or business enterprise or entity between the parties or gives the Licencee any power or authority to bind the Licencor in any way.
49. **No Effect on Powers** - Nothing contained or implied in this Agreement prejudices or affects the Licencor's rights and powers in the exercise of its functions pursuant to the *Local Government Act* (British Columbia), the *Community Charter* (British Columbia) or its rights and powers under any enactment to the extent the same are applicable to the Licence Area, the Premises or the Lands, all of which may be fully and effectively exercised in relation to the Licence Area, the Premises or the Lands as if this Agreement had not been fully executed and delivered.
50. **Binding Agreement.** This Agreement once executed shall enure to the benefit and be binding on the parties and their respective successors and permitted assigns.
51. **Further Assurance.** Each of the parties shall at all times execute and deliver at the request of the other all such further documents, deeds and instruments, and do and perform all such other acts as may be reasonably necessary to give full effect to the intent and meaning of this Agreement.
52. **Counterparts** - This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which, taken together, will be deemed to constitute one and the same instrument.
53. **Delivery by Electronic Transmission** - Delivery of an executed copy of this Agreement by any party by electronic transmission will be as effective as personal delivery of an originally executed copy of this Agreement by such party.

[Signature Page to Follow]



As evidence of their agreement to be bound by the above the parties have executed and delivered this Agreement on the dates set out below:

The Licencee has executed this Agreement on 7/2/2025.

BY: 


Signed by:

  
DB4E11C42321419

  
Authorized Signatory:  
Vanessa Craig, Chair

BY: 


DocuSigned by:

  
0AA0CAA58D0F4A2

  
Authorized Signatory:  
Jacquie Hill, Corporate Officer

The Licencor has executed this Agreement on July 13, 2025.

BY:   
Authorized Signatory: Mayor

BY:   
Authorized Signatory: Heather Svensen

SCHEDULE A

LICENCE AREA

