

DISTRICT OF LAKE COUNTRY

BYLAW 595

**A BYLAW TO AMEND WINFIELD AND DISTRICT MINOR HOCKEY
ASSOCIATION LEASE AGREEMENT BYLAW 367, 2001**

WHEREAS the District of Lake Country Winfield and District Minor Hockey Association Lease Agreement Bylaw 367, 2001 was adopted by the Council of the District of Lake Country;

WHEREAS the Council of the District of Lake Country deems it necessary to amend District of Lake Country Winfield and District Minor Hockey Association Lease Agreement Bylaw 367, 2001;

WHEREAS the District of Lake Country deems it necessary to repeal the bylaws establishing prior leases with the Winfield and District Minor Hockey Association;

NOW THEREFORE the Council of the District of Lake Country, in open meeting assembled, enacts as follows:

1. "District of Lake Country Winfield Minor Hockey Association Lease Agreement Bylaw Number 95-017" is hereby repealed in its entirety.
2. "District of Lake Country Winfield and District Minor Hockey Association Lease Agreement Bylaw Number 97-108" is hereby repealed in its entirety.
3. Schedule 'A' to "District of Lake Country Winfield and District Minor Hockey Association Lease Agreement Bylaw 367, 2001" is deleted and replaced with Schedule 'A' attached to and forming part of this bylaw.
4. This Bylaw may be cited as the "Winfield and District Minor Hockey Association Lease Agreement Amendment Bylaw 595, 2006".

READ A FIRST TIME this 18th day of July, 2006.

READ A SECOND TIME this 18th day of July, 2006.

READ A THIRD TIME this 18th day of July, 2006.

ADOPTED this 1st day of August, 2006.

"original signed by James Baker"
Mayor

"original signed by Dana Schmidt"
Clerk, Deputy

I hereby certify the foregoing to be a true and correct copy of the Bylaw cited as “Winfield and District Minor Hockey Association Lease Agreement Amendment Bylaw 595, 2006” adopted by the Municipal Council on this 1st day of August , 2006.

Dated at Lake Country, B.C.

Deputy Clerk

SCHEDULE 'A'
TO BYLAW 595, 2006

THIS AGREEMENT MADE THIS ____ DAY OF ____, 2006

BETWEEN: DISTRICT OF LAKE COUNTRY
10150 Bottom Wood Lake Road, Lake Country,
BC, V4V 2M1

(hereinafter called the "District")

OF THE FIRST PART

AND: WINFIELD AND DISTRICT MINOR HOCKEY ASSOCIATION,
P.O. Box 41010 RPO South, Lake Country,
BC, V4V 1Z7

(hereinafter called the "Association")

OF THE SECOND PART

WHEREAS the District is the registered owner in fee simple of that parcel of land known as:

Lot 39
Plan 457 except those parts included in
Plans 8959, 23056 and 25522
District Lot 118
Osoyoos Division Yale District

(hereinafter called the "Facility")

and there has been constructed thereon a Recreation Centre containing, amongst other facilities, a food concession.

AND WHEREAS the Association is desirous of obtaining for its use, the food concession for the purpose of selling refreshments to users of the recreation centre ice surface.

NOW THIS AGREEMENT WITNESSETH that in consideration of the premises and the covenants hereinafter contained the parties hereto covenant and agree each with the other as follows:

- 1) The term of this agreement shall be from the date hereof to and including the thirty-first day of May, 2011, at which date the right to occupy shall cease, and may be terminated by either party in accordance with the notice provisions set out in Section 22. Renewal of the described agreement shall be received in writing by the District of Lake Country by the 1st day in May, 2011, and if all parties are in agreement the lease shall be renewed.

- 2) The Association shall have exclusive right of occupation of the food concession during the term hereof and the exclusive use of the equipment itemized on Schedule "A" attached hereto.
- 3) The Association shall not occupy or operate the concession booth during the periods when the Lake Country School Program is occupying the arena.
- 4) The Association shall have 100 percent control of the concession during the time the ice is in the arena with the exception of Section 3 noted above.
- 5) The Association agrees to pay to the District of Lake Country the sum of Two Thousand and One Dollars and Ninety Six Cents (\$2,001.96) plus GST, payable in twelve monthly installments of \$166.83 plus GST by postdated cheques, commencing the 1st day of July 2006. The annual sum of Two Thousand and One Dollars and Ninety Six Cents (\$2,001.96) shall be increased each calendar year by an amount equal to the annual increase in the British Columbia Consumer Price Index for the previous calendar year, as reported by the Statistics Canada. This increase shall be effective the 1st day of July of each contract year.
- 6) The Association shall deliver to the District, on or prior to the execution of this Agreement, post-dated cheques for each monthly installment of rent payable for the current year and, further, shall deliver to the District on or prior to the 1st day of July of each contract year, post-dated cheques for each monthly installment of rent payable for the contract year.
- 7) The Association shall keep monthly records of receipts and disbursements related to the operation of the concession booth and these records shall be available to the Chief Administrative Officer of the District or his appointee.
- 8) No renovation or installation of equipment shall be made in the concession unless the same is first approved by the Chief Administrative Officer of the District or his appointee.
- 9) Anything attached to the structure during the term of this agreement shall become the property of the District and shall be left in the concession following termination of the Association's right to occupancy.
- 10) The Association shall supply any janitorial services, including supplies, required in the operation of the concession.
- 11) The Association shall comply with all laws of the Government of Canada, the Province of British Columbia, all By-laws of the District and all rules and requirements of the R.C.M.P. and Fire Departments or other authorities of the District and will obtain and pay for all necessary permits and licences, and will not do or suffer to be done anything on the said premises during the term of the agreement in violation of any laws, by-laws, rules or requirements.
- 12) The Association shall maintain in good order all items of equipment set out in the list of inventory marked Schedule 'A' attached hereto, reasonable wear and tear excepted.

- 13) The Association shall not use the concession for any purpose except as a food concession and shall not at any time sell alcoholic beverages.
- 14) The Association agrees that it will not assign, transfer, or set over, or otherwise by any act or deed procure the premises or the tenancy hereby granted to be assigned, transferred, or set over unto any person or persons whomsoever. Further the Association will not sublet the premises or any part thereof to any person or persons.
- 15) The Association covenants and agrees that it will well and sufficiently repair, maintain, and keep the premises with the appurtenances in good and substantial repair, when, where, and so often as need may be, reasonable wear and tear and damage by fire, lightning, tempest, earthquake and enemy action only excepted, and will keep the premises in a tidy and orderly condition.
- 16) The Association agrees that it shall be lawful for the District and its agents, at all reasonable times to enter the premises and to examine the condition thereof, and further, that all wants or reparation which upon such views shall be found, and for the amendment of with notice in writing shall be left at the premises, the Association will, forthwith after every such notice, well and sufficiently repair and make good accordingly, except as aforesaid.
- 17) The District agrees to pay for cleaning and degreasing of exhaust system in the food concession.
- 18) The Association will, at the expiration or other sooner determination, peaceably surrender and yield up unto the District the premises, with the appurtenances, in good and substantial repair and condition in all respects, except as aforesaid.
- 19) Should the Association, at any time prior to the termination of the lease, cease to exist as a Minor Hockey Association, the right of occupancy herein granted shall forthwith terminate and the Association shall have thirty (30) days to vacate the premises.
- 20) The District may require the Association to use and the Association agrees to use products and supplies from supplies that the District acquires from time to time as a corporate sponsor.
- 21) The Association further agrees that either party hereof may at any time whatsoever give the other sixty (60) days notice in writing, of his or its intention to terminate this agreement including reasons for termination and the Association hereby agrees to vacate the premises on the termination date mentioned in such notice.
- 22) That it is further agreed that any notice required or desired to be given under or in respect of any of the terms of this Indenture may be given by mailing it addressed to the party to whom it is to be given as follows:

If given to the Lessor:

District of Lake Country
10150 Bottom Wood Lake Road
Lake Country, B. C. V4V 2M1

If given to the Lessee:

Winfield and District Minor Hockey Association
P.O. Box 41010, RPO South
Winfield, B. C. V4V 1Z7

and any notice so given shall be deemed to have been given five (5) business days from the date posted.

- 23) The Association further covenants and agrees that the District shall not be liable directly or indirectly in respect of:
- i) any loss of or damage to any structure, chattel or property of the Association, its servants, agents or licensees at any time on, or used in connection with the premises, or any loss of or damage to any erection, chattel or property by whomsoever owned arising in any manner out of, or in connection with the use or occupation of the premises by any person, persons or property during the said tenancy or
 - ii) any personal injury (including death) to the Association or its servants, agents or workmen, or any other person or persons whomsoever upon the premises at the invitation or by the licence of the Association, or going thereto or coming therefrom, or any personal injury (including death) arising in any manner out of or in connection with the use or occupation of the premises by any person, persons or property during the said term.

In all cases whether such loss, damage or injury be caused by the negligence or default of the Association, its servants or agents or otherwise howsoever; and the Association will indemnify and save harmless the District and their respective officers, employees, servants, agents, heirs, successors against and from all claims to compensation or damages in respect of any such loss, damage or injury, and all loss costs, damages and expenses suffered, sustained or incurred by the District in connection therewith.

- 24) The Association accepts and will use the Facility at its own risk and agrees that neither the District, nor their respective officers, employees, servants, agents, heirs, successors and assigns have made any warranties or representations respecting the suitability or condition of the Facility.
- 25) The Association further agrees to take out and maintain at their own expense third party public liability insurance providing coverage in the minimum amount of \$2,000,000.00 per occurrence naming the District of Lake Country co-insured, and deliver a copy of such policy of insurance and all renewals thereof to the District of Lake Country.
- 26) Should the Association default in any of the terms contained herein, to be performed by the Association, then the District may terminate this Agreement, subject to the provisions of Section 21, should the Association fail to rectify such default within twenty (20) days of being given notice to do so.
- 27) Wherever the singular and the masculine are used throughout this Agreement the same shall be construed as meaning the plural or the feminine or body corporate or politic as the context so requires.

28) This Agreement shall enure to the benefit of and be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

DISTRICT OF LAKE COUNTRY

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

**WINFIELD AND DISTRICT MINOR
HOCKEY ASSOCIATION**

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

SCHEDULE 'A'

WINFIELD RECREATION CENTRE

CONCESSION EQUIPMENT INVENTORY

- * 1 exhaust fan and hood
- * 2 deep fryers
- * 1 - 36" grill