



BYLAW NO. 237

A BYLAW TO AUTHORIZE ENTERING INTO A LICENSING AGREEMENT FOR PART OF THE STRATHCONA GARDENS RECREATION FACILITY

WHEREAS the Regional District may, pursuant to Part 5 of the *Local Government Act*, acquire, hold, manage and dispose of land, improvements or other property or any interest in such property;

AND WHEREAS the Regional District operates the Strathcona Gardens recreation facility for the benefit of the general public;

AND WHEREAS the Regional District wishes to enter into a licensing agreement for a portion of the aforesaid recreation facility;

AND WHEREAS the requirements of the *Local Government Act* with respect to the disposition of Regional District property have been met;

NOW THEREFORE the Board of Directors of the Strathcona Regional District, in open meeting assembled, enacts as follows:

Licence Agreement Authorized

1. The Strathcona Regional District is hereby authorized to enter into a licensing agreement with the Campbell River STORM Hockey Club for the use of portions of the Strathcona Gardens recreation facility.

Form and Substance

2. The agreement referenced in section 1 shall substantially comply in form and substance with that shown in Schedule 'A', attached to and forming part of this bylaw.

Authority to Execute

3. The Chair and Corporate Officer shall have full authority to execute the agreement following adoption of this bylaw.

Effective Date

5. This bylaw shall take effect on the date of adoption.

Citation

6. This bylaw may be cited for all purposes as Bylaw No. 237, being Campbell River Storm Licensing Agreement Authorization Bylaw 2015.

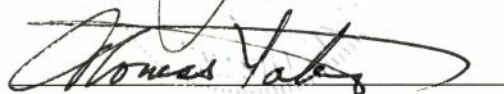
READ A FIRST TIME ON THE 7th DAY OF OCTOBER, 2015

READ A SECOND TIME ON THE 7th DAY OF OCTOBER, 2015

READ A THIRD TIME ON THE 7th DAY OF OCTOBER, 2015

RECONSIDERED, FINALLY PASSED AND ADOPTED ON THE 22ND DAY OF OCTOBER, 2015

Chair



Corporate Officer

SCHEDULE 'A'

LICENSE AGREEMENT

(Strathcona Gardens Recreation Complex)

THIS LICENSE AGREEMENT, dated for reference the 1st of July, 2015

BETWEEN: **STRATHCONA REGIONAL DISTRICT**, a municipal corporation pursuant to the *Local Government Act* and having its offices at 301-900 Cedar Street, Campbell River, BC V9W 7Z8

(the "Owner")

AND: **CAMPBELL RIVER JUNIOR HOCKEY CLUB LTD.**, [BC0544099] and having an office at 296 South Murphy Street, Campbell River, BC V9W 1Y7

(the "Club")

WITNESSES THAT WHEREAS:

- A. The Owner is the legal owner of certain lands ("Lands") and premises located in the City of Campbell River, known as the Strathcona Gardens Recreation Complex, located at 225 S. Dogwood Street, Campbell River, British Columbia (the "Facility"); and
- B. The Club requires a license to use and occupy portions of the Facility described herein and referred to as the Licensed Areas and the Owner has agreed to grant the Club a license over the Licensed Areas for the purposes set out herein.

NOW THEREFORE, in consideration of the sum of one dollar (\$1.00) paid by the Club to the Owner, the premises and mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1) DEFINITIONS. The following terms have the following meanings:

- a) "**Rod Brind'Amour**" means the ice arena located within the Facility comprising the ice surface, nets, boards, scoreboard and controls, benches, penalty box areas, sound system, lighting
- b) "**Arena 2**" means the ice arena located within the Facility and commonly known as "Arena Number 2", comprising the ice surface, nets, boards, scoreboard and controls, benches, penalty box areas, sound system and lighting;
- c) "**Bylaw**" means Bylaw No 174, being Strathcona Gardens Recreation Complex Fees and Charges Bylaw, 2013, including all amendments and replacements thereto;
- d) "**Chief Administrative Officer**" means the individual designated as the Chief Administrative Officer for the Strathcona Regional District or his or her designate;
- e) "**Club Games and Practices**" means not more than 24 regular and 2 exhibition ice-hockey games, one daily ice-hockey practice during the regular season and 1 charity ice-hockey game played or conducted in Arena 1 or Arena 2 by the Club during the Regular Season;
- f) "**Common Areas**" means the common areas of the Facility comprising lobby areas, mezzanine viewing area, seating areas, washrooms, spectator stands, parking lots, walkways and any other public areas of Arena 1 and Arena 2 and areas of ingress and egress to such areas;
- g) "**Dogwood Room**" means the room located within the Facility and identified as the "Dogwood Room";
- h) "**Facility Manager**" means the individual designated as the Manager for the Facility (or his or her designate) by the Owner;
- i) "**Fitness Studio**" means the exercise and fitness room located within the Facility and identified as the Fitness Studio";

- i) **"Fitness Studio"** means the exercise and fitness room located within the Facility and identified as the "Fitness Studio";
- j) **"Licensed Areas"** means, collectively, Arena 1, Arena 2, Common Areas, Pinecrest Room, VIP North Room, VIP South Room (Storm Office), Storm Dressing Room, Dogwood Room and Fitness Room;
- k) **"Off-Season"** means the period of each calendar year during the Term other than the Regular Season;
- l) **"Pinecrest Room"** means the office and/or meeting room located within the Facility and identified and commonly known as the "Pinecrest Room";
- m) **"Regular Season"** means the period between July 1 and March 31, inclusive, or such other regular season specified by the VIJHL from time to time, of each calendar year during the Term;
- n) **"Storm Dressing Room"** means the locker and change room located within the Facility and identified as and commonly known as the "Junior B Change Room";
- o) **"VIJHL"** means the Vancouver Island Junior Hockey League;
- p) **"VIP North Room"** means the office and/or meeting room located within the Facility and identified as and commonly known as the "VIP North Room"; and
- q) **"VIP South Room (Storm Office)"** means the office and/or meeting room located within the Facility and identified as and commonly known as the "VIP South Room (Storm Office)".

2) GRANT OF LICENSE. The Owner hereby grants to the Club and its members, prospective members, invitees, players and coaches:

- a) an exclusive use of the VIP South Room (Storm Office) during the Term;
- b) a non-exclusive use of the following during each Regular Season of the Term;
 - i) Storm Dressing Room
 - ii) Arena 1
 - iii) Arena 2
 - iv) VIP North Room
 - v) Common Areas
 - vi) Pinecrest Room
 - vii) Dogwood Room, and
 - viii) Fitness Studio Room

for the purposes of conducting meetings, training exercises and Club Games and Practices and, during the months of July and August, conducting ice hockey camps for new and prospective team members, all subject to the terms and conditions of this License Agreement (collectively, the "License") and the Owner hereby covenants with the Club that it will not allow the use of the Storm Dressing Room by any other licensee during the Regular Season without the consent of the Club, such consent not to be unreasonably withheld. The Club and its employees, members, prospective members, invitees, players or coaches may not use Arena 1 or Arena 2 for any additional ice hockey games or practices without the prior written consent of the Owner and the Club's advance payment of any required fees for such use pursuant to the Bylaw.

3) LICENSE FEE. The License fee for the Term will be the sum of \$2,750 per month, plus goods and services tax thereon, payable in advance on the first of every month upon the parties entering into this License Agreement and in advance of any use by the Club of any part of the Licensed Areas.

4) TAXES. The Club will pay, in each year of the Term, upon demand, all taxes levied that may be assessed by any lawful authority against the Licensed Areas, including without limitation, all real property, local improvement taxes and assessments, both general and special, ordinary and extraordinary and foreseen or unforeseen, which now are or shall or may be levied, rated, charged, or assessed by any federal, provincial, municipal, school or other statutory authority for municipal, school or other purposes against the Licensed

municipal, school or other statutory authority for municipal, school or other purposes against the Licensed Areas. The Owner will forward promptly to the Club any assessment notice it receives in connection with such taxes for payment by the Club. The Club's obligation to taxing authorities under this section 4 will survive the expiration or earlier termination of this License Agreement.

5) TERM. The License hereby granted is for a term of twenty-four (24) months commencing on July 1st 2015, and terminating on June 30th 2017, with an option to renew for a third year or the date of any earlier termination as provided for in this agreement (the "Term"). Upon the expiry of this License Agreement, this License Agreement will be at an end and of no further force or effect, save and except as expressly set out herein.

6) RENEWAL. If the Club duly and punctually observes and performs all of its obligations under this License Agreement, the Club will have an option to renew the License Agreement for 12 months (the "Renewal Term"). The option to renew may only be exercised by the Club by delivering written notice to the Owner not later than three (3) months prior to the expiration of the Term. The Agreement, if renewed, will be on the same terms, covenants and agreements contained in this License Agreement, except the Club will have no further option to renew the Agreement after the exercise of the last option to renew as set forth herein.

7) LIMITATION OF USE. The parties hereby acknowledge and agree that:

- a) the Club's exclusive use of any Licensed Areas as permitted under section 2(a), will be restricted to the hours between 5:00 a.m. and 2:00 a.m. except with the prior written approval of the Facility Manager or the Chief Administrative Officer.
- b) the Club's non-exclusive use of the Licensed Areas, as permitted under section 2(b), will be subject to the availability of such Licensed Areas, approval of the Facility Manager and any other Facility requirements for advanced booking and use of such Licensed Areas; and
- c) the Club and its employees, members, prospective members, invitees, players or coaches may not use other areas of the Facility, other than the Licensed Areas without the prior written consent of the Owner and the Club's advance payment of any required fees for such use pursuant to the Bylaw.

8) CLUB'S OBLIGATIONS. The Club shall be responsible for:

- a) Providing the Owner on or before July 30th in each year of the Term, financial statements, prepared by an independent accountant for revenue and expenditure, balance sheets and changes in equity, for the preceding fiscal period, January 1st to December 31st.
- b) Controlling the behaviour of its members, prospective members, players, coaches and invitees within the Licensed Areas;
- c) Stopping all activities related to ice hockey games and practices if the Club becomes aware of any dangerous conditions in, on or upon the Licensed Areas;
- d) Providing notice to the Owner of any dangerous or hazardous conditions existing in, on, or upon the Licensed Areas that the Club becomes aware of from the Club's use of the Licensed Areas; and
- e) Supervising all on-ice activities during the conduct of ice hockey games and practices.

9) OWNER'S OBLIGATIONS. The Owner shall be responsible for:

- a) Providing at the Owner's cost all utilities, power, water, sewer, air conditioning, heating, lighting and snow removal (including from parking lots, and sidewalks);
- b) Making Rod Brind'Amour Arena and Arena 2 available in accordance with this Agreement;
- c) Providing advance preparation of the ice surface in Rod Brind'Amour Arena and Arena 2 and placement of nets and boards;

- d) Maintaining Rod Brind'Amour Arena and Arena 2 in accordance with industry standards;
- e) Keeping the Storm Dressing Room in a clean and tidy condition at all times during the Off-Season; and
- f) Keeping the Licensed Areas over which the Club has been granted non-exclusive use pursuant to section 2(b) in a clean and tidy condition at all times during the Term.

10) PROMOTIONS. The parties hereby acknowledge and agree that Club advertising situated on board signs within Rod Brind'Amour Arena and other areas of the Facility as of the date of this Agreement will be permitted to remain within the Rod Brind'Amour Arena and other areas of the Facility for the duration of the Term, and any Renewal Term, which advertising is limited to the following as more particularly outlined in Appendix 'A' (Permitted Advertising) attached to and forming part of this License Agreement:

- a) 45 advertisements situated along the dasher boards of Rod Brind'Amour Arena;
- b) 12 advertisements situated on the wall areas above the player benches in Rod Brind'Amour Arena;
- c) 16 advertisements and 1 centre logo situated on the ice surface of Rod Brind'Amour Arena;
- d) 36 advertisements situated on the stairways, wall support columns for the Dogwood Room and VIP South Room (Storm Office); and
- e) 1 schedule for Club and VIJHL game times situated at the main front entrance of the Facility,
- f) The Owner agrees to purchase 10 tickets per game including playoffs which the Club will provide to Campbell River Minor Hockey Association for their distribution as they see best fits the needs.

In addition to the foregoing permitted signage, the Club will be permitted to post one (1) sign, subject to the prior written approval of the Facility Manager or the Chief Administrative Officer as to content, size and location, on the interior of the Facility indicating that the Facility is home to the Storm Junior B Hockey Club. The Club is not permitted to post, install or place any sign or display (other than the aforementioned) without the prior written consent of the Facility Manager or the Chief Administrative Officer and advance payment of any required fees pursuant to the Bylaw.

11) ENTRY ONTO ARENA AND SECURITY. The Owner will make available to the Club, its members, prospective members, invitees, players and coaches, reasonable access to Rod Brind'Amour Arena by means of providing keys, lock-box codes or otherwise, as the Owner deems appropriate, for the purposes necessary for the Club's exercise of its rights granted hereunder. The Club may not create, or have created, any duplicates of any keys provided by the Owner, without the Owner's express permission and the Club will be responsible for, and be required to return to the Owner upon expiration, or earlier termination of this License Agreement, any keys provided for such access purposes. The Club will comply with all reasonable requirements of the Owner for access to and security of the Facility and will indemnify and hold harmless the Owner from and against any and all claims, damages, actions, costs, liabilities or expenses which the Owner may suffer or incur or be put to arising out of or in connection with the failure of the Club, its employees, members, prospective members, players, coaches and invitees or those for whom the Club is in law responsible, to maintain security of the Facility.

12) RESTRICTED SALE OF MERCHANDISE OR SERVICES. The Club is not permitted to provide for sale on the Facility, any and all merchandise or services (except as expressly provided for herein) by the Club or any of its members, prospective members, employees, agents, players or invitees, without the prior written consent of the Owner, advance payment of any required fees and any other Facility requirements for advanced booking and use of the Facility for such purposes. The Owner reserves the right to refuse consent for the sale of merchandise it considers, in its sole discretion, to be inappropriate for sale in a public facility or which competes in whole or in part with goods or services already provided within the Facility by the Owner or other approved vendors.

13) CONDITION OF LICENCED AREAS. The Licensed Areas are licensed to the Club on an "as-is" basis and the Owner makes no representation or warranties with respect to the condition of same or the suitability of the same for the Club's intended purposes.

14) CONSTRUCTION, ALTERATIONS AND IMPROVEMENTS. The Club will not install or construct any improvements on the Licensed Areas without the prior written consent of the Owner, which consent may be unreasonably withheld.

15) TERMINATION. This License Agreement may only be terminated as follows:

- (a) any payment herein agreed to be made by the Club is in arrears and remains unpaid for a period of at least sixty (60) days after the same is due;
- (b) if there is a material breach of the terms of this License Agreement by the Club (other than non-payment, as provided in subsection (a) above), which material breach is not remedied to the Owner's satisfaction, acting reasonably, within seven (7) days of the Club receiving written notice from the Owner to remedy such material breach, the Owner may terminate this License Agreement effectively upon giving written notice of termination;
- (c) subject to section 6, upon expiration of the Term, without further notice; or
- (d) by mutual written agreement of the Club and the Owner.

16) CLEAN AND TIDY CONDITION. The Club, at its sole cost and expense, will expeditiously and diligently keep the Licensed Areas for which the Club has exclusive use pursuant to section 2(a), in a clean, safe and tidy condition at all times during the period for which the Club has been granted exclusive use,, including without limitation, keeping such areas free from debris and waste accumulation.

17) DAMAGE. The Club agrees that any damage to Rod Brind'Amour Arena or the Facility caused by the Club or its respective member, prospective member, invitees, players and coaches, employees, licensees, agents or permitted assigns, including any third party occupiers, will be the sole financial responsibility of the Club. In the event that any damage is caused by the Club to Rod Brind'Amour Arena or the Facility or to any improvements thereon in the exercise of the Club's rights under this Agreement, and in the absence of any negligence on the part of the Owner, the Club will restore the affected portions of Rod Brind'Amour Arena or the Facility, as the case may be, or any improvements thereon, as applicable, as closely as is practicable to their appearance and functional condition prior to the damage.

18) REMOVAL OF PERSONAL PROPERTY. Upon the expiration, or earlier termination of this Agreement, the Club will remove all personal property, equipment, merchandise and any other item or thing ("**Club Property**") brought onto the Licensed Areas by the Club, its members, prospective members, employees, agents, players or invitees, at its sole cost and expense, and will restore the Licensed Areas to a reasonably similar condition as the Licensed Areas were in immediately prior to the commencement of the License Agreement. In the event the Club does not remove the Club Property, the same will, within 30 days following the expiration of the Term or any renewal thereof, become the sole property of the Owner or the Owner may, at its option, enforce the removal of the Club Property by the Club failing which the Owner may, at the Club's cost, remove the Club Property without any liability for loss or damage.

19) NO OBSTRUCTION OR INTERFERENCE. The Club will not build or place any building, structure, gate, barrier or other improvement on the Licensed Areas and, in particular, will not obstruct or interfere with, or permit the obstruction or interference with the use of the Arena by the Owner and its employees, servants, agents, consultants, contractors and invitees.

20) INSPECTION. The Owner, by its authorized representatives, may enter the Licensed Areas at any time for the purpose of inspecting the same for any purposes permitted under this License Agreement, including ensuring the Club's compliance with all terms of this License Agreement.

21) INDEMNITY. Notwithstanding any other provision of this License Agreement, the Club will indemnify and save harmless the Owner from and against all liabilities claims, suits, actions, including actions of third parties, damages and costs (including legal fees on a solicitor and own client basis) which the Owner may incur out of or in connection with:

- (a) any breach or non-performance of the obligations of the Club under this License Agreement;
- (b) any loss or damage to property or personal injury or bodily injury, including death, of any person in the Licensed Areas for whom the Club is in law responsible; or
- (c) any wrongful act or neglect of the Club or its members, prospective members, employees, agents, players, invitees or those for whom the Club is responsible in law in or about the Licensed Areas or arising out of or in connection with the use of the Licensed Areas by the Club, its members, prospective members, employees, agents, players or invitees or those for whom it is in law responsible,

unless such liabilities, claims, suits, actions including actions of third parties, damages and costs arise directly or indirectly from the negligent or willful acts of or omissions of the Owner or third parties for whom the Club is not in law responsible. This indemnity will survive the expiration or earlier termination of this License Agreement.

22) NON-LIABILITY OF THE OWNER. The Owner will not be liable to the Club or any members, prospective members, employees, agents, players or invitees of the Club for any personal injury or property damage or claims arising from or in connection with the Club's use of the Licensed Areas, save and except to the extent caused by the negligent or willful acts of or omissions of the Owner. The Club hereby waives all rights it may have at law or at equity to claim against the Owner for damages or equitable relief of any nature or kind, save and except to the extent caused by the negligent or willful acts of or omissions of the Owner.

23) INSURANCE. The Club will, at its sole expense, acquire and maintain at all times:

- (a) "all risk" property insurance covering all of the Club's property in the Licensed Area, property for which the Club is legally liable and property installed by or on behalf of the Club within the Licensed Area;
- (b) comprehensive general liability insurance for personal injury, bodily injury death or property damage occurring upon, within or about the Licensed Area, such coverage to include the activities and operations conducted by the Club and those for whom the Club is in law responsible. Such policies will be written on a comprehensive basis with inclusive limits of not less than \$5 million per occurrence and will name the Owner as an additional insured.

The Club will deliver to the Owner within 30 days of the date first written above, and upon reasonable request from time to time, certificates of insurance (and upon request by the Owner, copies of the insurance policies) and will deliver to the Owner a certificate of renewal for each policy not less than 10 days prior to its respective expiry date. The Club will pay the premium for each policy. The Club will cause all insurance policies to contain an undertaking by the respective insurer to notify the Owner at least 30 days prior to cancellation or prior to making any other change material to the Owner's interest. The liability policy of the Club will include the Owner as an additional named insured with a cross-liability and severability of interest clause. The Club will cause all insurance policies to contain a waiver of subrogation clause in favour of the Owner and those for whom it is in law responsible. If the Club fails to acquire and maintain the insurance required in this section 23, the Owner may provide such insurance at the expense of the Club in which case the Club shall promptly repay the Owner all costs reasonably incurred by the Owner in acquiring and maintaining such insurance.

24) NOTICES. Any notice required or permitted to be given hereunder will be in writing and will be sufficiently given if it is delivered personally or mailed by prepaid mail to the intended party at its address set out on page 1 of this License Agreement. A notice will be deemed to be received on the day it is delivered, if delivered personally, or four (4) business days after the date it was mailed.

25) NATURE OF LICENCE. The Club's use and occupancy of the Licensed Areas will, under all circumstances, be viewed as a license only and will not create or be deemed to create any interest in land in the Lands, the Facility or the Licensed Areas in the Club's favour.

26) BUILDERS' LIENS. The Club will not suffer or permit any liens under the *Builders Lien Act* (BC) to be registered against title to the Lands by reason of labour, services or materials supplied to the Club. In the event that any lien is so filed, the Club will take immediate action to cause same to be removed.

27) FURTHER ASSURANCES. The parties will execute and deliver all such further documents and do such other things as the other party hereto may request in order for this License Agreement to be given full effect.

28) ASSIGNMENT. The Club will not assign or transfer this License Agreement and will not permit or suffer any other person to occupy the whole or any part of the Licensed Areas without the prior written approval of the Owner, which consent may be withheld at the Owner's sole discretion. This License is personal to the Licensee.

29) ENTIRE AGREEMENT. Except as expressly set out herein, there are no representations, warranties, conditions or collateral agreements between the Owner and the Club and this License Agreement constitutes the whole of the agreement between such parties with respect to the Licensed Area.

30) SEVERANCE. If any section, subsection, sentence, clause or phrase in this License Agreement is for any reason held to be invalid by the decision of a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this License Agreement. The parties hereto shall agree upon an amendment to be made to the section, subsection, sentence, clause or phrase previously found to be invalid and shall do or cause to be done all acts reasonably necessary in order to amend this License Agreement so as to reflect its original spirit and intent.

31) ENUREMENT. This License Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

32) WAIVER. No waiver of any provisions of this License Agreement is binding unless it is in writing and signed by both the Owner and the Club. No failure to exercise and no delay in exercising any right or remedy under this License Agreement will be deemed a waiver of that right or remedy. Any waiver by the Owner of any breach of a term, covenant or condition of this License Agreement will not be construed to be a waiver of any subsequent breach of the term, covenant or condition or another term, covenant or condition.

33) NO DEROGATION. The parties acknowledge and agree that nothing contained or implied in this License Agreement will be construed as limiting or prejudicing the rights and powers of the Owner in the exercise of its functions pursuant to the *Local Government Act* and the *Community Charter*, or any other right or power under any public or private statutes, bylaws, orders or regulations, all of which may be fully exercised as if this License Agreement had not been entered into.

