



BYLAW NO. 637

A BYLAW TO AUTHORIZE ENTERING INTO A LEASE AGREEMENT FOR FIRE PROTECTION PURPOSES IN THE VILLAGE OF SAYWARD

WHEREAS the Regional District has adopted Bylaw No. 547 to authorize the provision of fire protection services to the Village of Sayward;

AND WHEREAS the Regional District wishes to acquire property in the Village of Sayward for use as a firehall that will serve the community;

AND WHEREAS the Village of Sayward has offered to lease premises within the municipality to the Regional District for use as a firehall;

AND WHEREAS the Regional District is prepared to lease the said premises from the Village of Sayward subject to the provisions of this bylaw;

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

Agreement Authorized

1. The Strathcona Regional District is hereby authorized to enter into a leasehold agreement with the Village of Sayward for the purpose of operating a firehall.

Form and Substance

2. The lease 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 lease agreement following the adoption of this bylaw.

Effective Date

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

Citation

5. This bylaw may be cited for all purposes as Bylaw No. 637, being Sayward Firehall Lease Agreement Authorization Bylaw 2026.

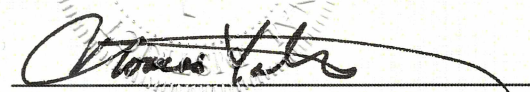
READ A FIRST TIME ON THE 25TH DAY OF MARCH, 2026

READ A SECOND TIME ON THE 25TH DAY OF MARCH, 2026

READ A THIRD TIME ON THE 25TH DAY OF MARCH, 2026

RECONSIDERED, FINALLY PASSED AND ADOPTED ON THE 25TH DAY OF MARCH, 2026


Chair


Corporate Officer

SCHEDULE "A"

LEASE AGREEMENT

THIS LEASE made the _____ day of _____, 2026.

BETWEEN:

Village of Sayward
Box 29 – 652-A H'Kusam Way
Sayward, B.C. V0P 1R0

(the "**Landlord**")

OF THE FIRST PART

AND:

Strathcona Regional District
990 Cedar Street
Campbell River, B.C. V9W 7Z8

(the "**Tenant**")

OF THE SECOND PART

WHEREAS

- A. The Landlord is the owner of ALL AND SINGULAR that certain parcel or tract of land, premises, improvements, and building situate, lying and being in the Village of Sayward, in the Province of British Columbia, commonly referred to as 620 Kelsey Way, Sayward, B.C. (the "Property") and being more particularly known as:

PID 003-444-902 & 003-444-929 and legally described as

LOT 3, BLOCK N, PLAN VIP21662, SECTION 36, TOWNSHIP 4, SAYWARD LAND DISTRICT, CT R16281; and

LOT 4, BLOCK N, PLAN VIP21662, SECTION 36, TOWNSHIP 4, SAYWARD LAND DISTRICT.

- B. The Tenant wishes to lease the entire Property hereto (the "**Leased Premises**") for the purposes of operating the Sayward Volunteer Fire & Rescue Department.
- C. The Landlord has agreed to lease the Leased Premises to the Tenant on the terms and conditions contained in this Lease.

WITNESSETH that in consideration of the rents to be paid and the mutual covenants and agreements herein, the parties hereto agree as follows:

1.0 PREMISES and TERM

1.1 The Landlord hereby demises and leases unto the Tenant the Leased Premises with exclusive use of all areas of the building and property.

1.2 **TO HAVE AND TO HOLD** for and during the term of **5 years** from the 1st day of November 2025 until the 31st day of October 2030 to be occupied continuously during the whole said term.

2.0 **USE**

2.1 The Tenant shall use the Leased Premises for the purpose of supporting the training and operations of the Sayward Volunteer Fire & Rescue Department.

2.2 The Tenant will not use the Leased Premises for any other purpose without prior written consent of the Landlord.

3.0 **RENT**

3.1 For each calendar year **1 November 2025 to 31 October 2030**, the Tenant shall pay to the Landlord an annual rent of ONE DOLLAR (\$1.00) by way of one-time payment plus applicable taxes on signing of lease agreement.

4.0 **TENANT'S COVENANTS**

4.1 The Tenant covenants with the Landlord:

Rent:

(a) to pay all rents reserved under this Lease.

Leasehold Improvements

(b) that it will not carry out any leasehold improvements or other construction on the Leased Premises unless, prior to any such work, having obtained:

- (i) A building permit where required authorizing the renovation of the Leased Premises;
- (ii) The approval of the Landlord to any leasehold improvements or changes to design or layout of the Leased Premises; and
- (iii) Required inspections.

And all work shall be carried out at the sole cost of the Tenant.

Repair:

(c) that it will keep and leave the Leased Premises in an excellent state of repair, reasonable wear and tear excepted; and will give immediate notice to the Landlord of any defect in water, gas or other pipes or fixtures, heating apparatus, electric or other wires or fixtures or in any structure on the Leased Premises;

(d) that the Landlord may enter and view the state of repair and the Tenant will repair within thirty (30) days of receiving written notice any defect or deficiency in the condition of the Leased Premises, reasonable wear and tear excepted;

(e) that it will keep and leave whole and in good repair all water, gas and electrical fixtures, glass, pipes, faucets, locks, fastenings, hinges, heating, and cooling apparatus in, on or attached to the Leased Premises.

Assign of Sublet

(f) that it will not assign nor sublet without prior written consent of Landlord;

(g) that the Landlord's consent to assignment or subletting shall not release or relieve the Tenant from its obligations to perform all the terms, covenants and conditions that this Lease required the Tenant to perform, and the Tenant shall pay the Landlord's reasonable costs incurred in connection with the Tenant's request for consent.

Nuisance

(h) that it will not carry on or do or allow to be carried on or done on the Lease Premises anything that:

- (i) may be or become a hazard or fire or liability of any kind;
- (ii) increases the hazard of fire or liability or any kind;
- (iii) increases the premium rate of insurance against loss by fire or liability upon the Premises;
- (iv) invalidates any policy of insurance for the Leased Premises; or
- (v) directly or indirectly causes damages to the Leased Premises.

Regulations

(i) that it will 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 Landlord or Tenant:

- (i) that it will ensure that all legal requirements pertaining to the operations, whether federal or provincial or local are complied with; and
- (ii) that it will indemnify and save harmless the Landlord from all lawsuits, damages, losses, costs or expenses that the Landlord may incur by reason of non-compliance by the Tenant with any legal requirements whatsoever or by reason of any defect in the Leased Premises or any injury to any person or to any personal property contained on the Leased Premises unless the damages, losses, costs, expenses or injuries are the result of the negligence of the Landlord.

Insurance

(j) that it will take out and maintain during the Term, a policy of general commercial liability insurance against claims for bodily injury, death or property damage arising out of the use and occupancy of the Leased Premises by the Tenant in the amount of not less than Two Million (\$2,000,000) Dollars per single occurrence or such amount as the Landlord may from time to time designate, naming the Landlord as an additional insured party thereto and shall provide the Landlord with a certificate of insurance confirming the policy or policies;

(k) that all policies of insurance shall contain a waiver of subrogation clause in favour of the Landlord and shall also contain a clause requiring the insurer not to cancel or change the insurance without first giving the Landlord 30 days' prior written notice;

(l) that if the Tenant does not provide or maintain in force the insurance required by this Lease, the Landlord may take out necessary insurance and pay the premium for periods of one year at a time, and the Tenant shall pay to the Landlord as additional rent the amount of the premium immediately on demand;

(m) that if both the Landlord and the Tenant have claims to be indemnified under any insurance required by this Lease, the indemnity shall be applied first to the settlement of the claim of the Landlord and the balance, if any, to the settlement of the claim of the Tenant.

Indemnification

(n) that it will indemnify the Landlord from and against all lawsuits, damages, losses, costs or expenses which the Landlord may incur by reason of the use of the Leased Premises by the Tenant or the carrying on upon the Leased Premises of any activity in relation to the Tenant's use of the Leased premises and in respect of any loss, damage or injury sustained by the Tenant, or by any person while on the Leased Premises for the purpose of doing business with the Tenant or otherwise dealing with the Tenant, including all costs and legal costs, taxed on a solicitor and client basis, and disbursements and this indemnity shall survive the expiry or sooner determination of this Lease.

Builders' Liens

(o) that it will indemnify the Landlord from and against and will immediately cause to be discharged all claims for liens for wages or materials or for damage to persons or property caused during the making of or in connection with any construction, repairs, alterations, installations and additions which the Tenant may make or cause to be made on, in or to the Leased Premises.

Possession

(p) that it will at the expiration or sooner determination of this Lease, peaceably surrender and give up possession of the Leased Premises without notice from the Landlord, and any right to notice to quit or vacate being hereby expressly waived by the Tenant, despite any law or custom to the contrary.

Maintenance

(q) to maintain the Leased Premises, at all times to an excellent standard of maintenance.

5.0 LANDLORD'S COVENANTS

5.1 The Landlord covenants with the Tenant for quiet enjoyment.

5.2 The Landlord shall maintain a policy of insurance on the Property as a whole.

5.3 The Landlord to refrain from selling, leasing or otherwise encumbering the Property or any portion thereof.

5.4 The Landlord to provide the Tenant with twenty-four (24) hour access to all common property in the building for the purpose of accessing the Leased Premises.

5.5 The Landlord to provide the Tenant with all keys, combinations or alarm codes that may be required to gain entry into the Property.

5.6 The Landlord has the requisite authority and legal right to execute, enter into and carry out the terms and conditions and perform the obligations under this Lease.

5.7 The Landlord is a local government duly organized, validly existing and in good standing under the laws of British Columbia.

6.0 MISCELLANEOUS COVENANTS

6.1 And it is hereby mutually agreed:

Re-entry

(a) that if the Tenant shall default in the payment of rent, or the payment of any other sum payable hereunder, or fail to perform any covenant hereunder and if such default shall continue for thirty (30) days after the giving of written notice by the Landlord to the Tenant, then the Landlord may re-enter the Leased Premises and the right of the Tenant with respect to the Leased Premises shall lapse and be absolutely forfeited;

Forfeiture

(b) that the Landlord, by waiving or neglecting to enforce the right to forfeiture or this Lease or the right of re-entry upon breach of any covenant, condition or agreement in it, does not waive the Landlord's rights upon any subsequent breach of the same or any other covenant, condition or agreement in this Lease;

Distress

(c) that if the Landlord is entitled to levy distress against the goods and chattels of the Tenant, the Landlord may use enough force necessary for that purpose and for gaining admittance to the Lease Premises and the Tenant releases the Landlord from liability for any loss or damage sustained by the Tenant as a result.

Destruction

(d) that if the Leased Premises or any part of them are at any time during the Term burned down or damaged by fire, lightning, explosion, tempest, or earthquake, so as to render them unfit for the purpose of the Tenant:

- (i) the rent or a proportionate part of it according to the nature and extent of the damage sustained shall be suspended and abated until the Leased Premises have been rebuilt or made fit for the purpose of the Tenant;
- (ii) if the Landlord elects not to undertake restoration, repair or replacement this Lease shall terminate and, for the purpose of this subparagraph, if the Tenant does not advise the Landlord concerning the Tenant's intention within thirty (30) days, the Tenant shall be deemed to have elected not to undertake restoration, repair and replacement;
- (iii) if the Leased Premises are damaged by fire, flood or other casualty the Landlord shall, within thirty (30) days after the fire, flood or other casualty advise the Tenant in writing whether the Tenant intends to restore, repair or replace the Leased Premises or the portion damaged. If the Tenant intends to undertake and complete restoration, repair or replacement the Tenant shall do so within twelve (12) months after the damage has occurred.

Fixtures

(e) that, unless the Tenant upon notice from the Landlord removes them, all improvements constructed on the Leased Premises by the Tenant, except for moveable business fixtures of the Tenant, shall, at the termination of the Lease, become the sole property of the Landlord at no cost to the Landlord;

Landlord's Payments

(f) that if the Landlord incurs any damage, loss or expense or makes any payment for which the Tenant is Liable under this Lease, then the Landlord may add the cost or amount of the damage, loss, expense or payment to the rent and may recover it as if it were rent in arrears.

Landlord's Repairs

(g) that:

- (i) if the Tenant fails to repair or maintain the Leased Premises in accordance with this Lease, the Landlord, its agents, employees or contractors may, upon ninety-six

- (96) hours notice, enter the Leased Premises and make the required repairs or do the required maintenance and recover the cost from the Tenant; and
- (ii) in making the repairs or doing the maintenance the Landlord may bring and leave upon the Leased Premises all necessary materials tools and equipment; and
- (iii) the Landlord will not be liable to the Tenant for any inconvenience, annoyance, loss of business or injury suffered by the Tenant by reason of the Landlord effecting the repairs or maintenance.

Insolvency

(h) that if:

- (i) the Term of any of the goods or chattels on the Leased Premises are at any time seized or taken in execution or attachment by any creditor of the Tenant or under bill of sale or chattel mortgage, or
- (ii) a writ of execution issues against the goods or chattels of the Tenant, or
- (iii) the Tenant makes any assignment for the benefit of creditors, or
- (iv) the Tenant becomes insolvent or bankrupt, or
- (v) being an incorporated company or society, proceedings are begun to wind up the company or society, or
- (vi) the Leased Premises or any part of them becomes vacant and unoccupied for a period of thirty (30) days or is used by any other person or persons for any purpose other than permitted in this Lease without the written consent of the Landlord,

then the Term shall at the option of the Landlord, immediately become forfeited and the then current month's rent of the rent of the three months next following shall immediately become due and payable as liquidated damages to the Landlord, and the Landlord may re-enter and repossess the Leased Premises despite any other provision of this Lease.

Removal of Goods

- (i) that if the Tenant removes its goods and chattels from the Leased Premises, the Landlord may follow them for 30 days.

Time

- (j) that time shall be the essence of this Lease.

Termination

- (k) that either party may terminate this Lease by giving ninety (90) days written notice of termination and the termination shall be effective at the expiration of the ninety (90) day period.

Notices

- (l) that any notice required to be given under this Lease shall be deemed to be sufficiently given:
 - (i) if delivered, at the time of delivery, and
 - (ii) if mailed from any government post office in the Province of British Columbia by prepaid, registered mail as follows:

If to the Landlord:

Village of Sayward
Box 29 – 652-A H'Kusam Way
Sayward, B.C. V0P 1R0
Attention: Chief Administrative Officer

If to the Tenant:

Strathcona Regional District
990 Cedar Street
Campbell River, BC V9W 7Z8
Attention: Corporate Officer

or at the address a party may from time to time designate, then the notice shall be deemed to have been received forty-eight (48) hours after the time and date of mailing. If, at the time of the mailing of 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.

Fitness of the Premises

(m) that the Landlord has made no representation or warranties as to the condition, fitness, or nature of the Leased Premises and by executing this Lease, the Tenant releases the Landlord from any and all claims which the Tenant now has or may in the future have in that respect.

(n) that the Tenant admits that it has inspected the Leased Premises in their present state and that they are suitable for the Tenant's purposes.

Binding Effect

(o) that this Lease shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors, administrators and permitted assignees.

Amendment

(p) that the parties hereto may by agreement amend the terms of this Lease, such amendment to be evidenced in writing and executed by both parties.

Law Applicable

(q) that this Lease shall be constructed in accordance with and governed by the laws applicable in the Province of British Columbia.

Interpretation

(r) that when the singular or neuter are used in this Lease, they include the plural or the feminine or the masculine or the body politic or corporate where the context or the parties require;

(s) that all provisions of this Lease are to be construed as covenants and agreements as though the words importing covenants and agreements were used in each separate paragraph;

(t) that the headings to the clauses in this Lease 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 Lease or a provision of it.

7.0 TIME IS OF THE ESSENCE

7.1 Time is expressly declared and stipulated to be the essence of this agreement in respect of all payments to be made hereunder and all covenants and agreements to be performed and fulfilled.

IN WITNESS the parties have signed and sealed this lease on the ____ day of _____ , 2026.

Village of Sayward (the Landlord) by its authorized signatories:

Mayor

Chief Administrative Officer

Strathcona Regional District (the Tenant) by its authorized signatories:

Chair

Corporate Officer