Strathcona
REGIONAL DISTRICT

BYLAW NO. 658

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 with the Campbell River Junior Hockey Club Ltd. (also known as the Campbell River STORM Hockey Club) for exclusive use of a portion of the aforesaid recreation facility;

AND WHEREAS the requirements of Division 6 of Part 8 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 Junior Hockey Club Ltd. for the exclusive use of defined 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

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

Citation

5. This bylaw may be cited for all purposes as Bylaw No. 658, being Campbell River Storm Licensing Agreement Authorization Bylaw 2026.

READ A FIRST TIME ON THE 27TH DAY OF JULY, 2026

READ A SECOND TIME ON THE 27TH DAY OF JULY, 2026

READ A THIRD TIME ON THE 27TH DAY OF JULY, 2026

NOTICE OF PROPOSED DISPOSITION PUBLISHED ON THE 12TH AND 19TH DAYS OF AUGUST, 2026

RECONSIDERED, FINALLY PASSED AND ADOPTED ON THE 23RD DAY OF SEPTEMBER, 2026

Chair

Corporate Officer

Strathcona
REGIONAL DISTRICT

SCHEDULE 'A'

LICENSE AGREEMENT

(Strathcona Gardens Recreation Complex)

THIS LICENSE AGREEMENT dated for reference the _____ day of _____, 2026

BETWEEN: **STRATHCONA REGIONAL DISTRICT,** a municipal corporation pursuant to the *Local Government Act* and having its offices at 990 Cedar Street, Campbell River, BC V9W 728 (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 payment by the Club to the Owner of such sums as set in this agreement, 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) **GRANT OF LICENCE.** The Owner hereby grants to the Club and its members, prospective members, invitees, players and coaches for the duration of the Term:

a) an exclusive use of the VIP South Room (Storm Office) and the Storm Dressing Room during the Term, and
b) a non-exclusive use of the following during the Term;
   i) Rod Brind'Amour Arena
   ii) Rod Brind'Amour Viewing Deck
   iii) Arena 2
   iv) VIP North Room and
   v) Dogwood Room

for the purposes of conducting meetings, club games, practices, and for conducting ice hockey camps. All bookings are subject to the terms and conditions of this License Agreement (collectively, the **"License")**, the facility allocation policies and Fees and Charges Bylaw (the 'Bylaw'). The Club and its employees, members, prospective members, invitees, players or coaches may not use non-exclusive use spaces 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.

2) LICENCE FEE

A. YEAR ONE (August 1, 2026 – July 31, 2027)

1) Ice Allocation and Game Costs

a. Practice Ice: 225 hours @ $154.50/hour = $34,762.50
b. Regular Season Games: 24 games @ $668.00 = $16,032.00
c. Exhibition Games: 1 game @ $668.00 = $668.00
d. Post-Season Games: excluded and billed separately
e. **Subtotal Ice & Games: $51,462.50**

2) Administrative Space Charges

a. VIP South Room: $100/month = $1,200.00
b. Storm Dressing Room: $100/month = $1,200.00
c. Storage: $20/month = $240.00
d. **Subtotal Admin: $2,640.00**

3) YEAR ONE TOTAL

a. **$54,102.50 (excluding GST)**
b. **GST (5%), $2,705.13**
c. **TOTAL INCLUDING GST ,$56,807.63**

4) PAYMENT SCHEDULE – YEAR ONE

a. The Year One total including GST shall be billed in: **Eight (8) equal monthly payments of $7,100.95 (GST included).** Payments are due monthly in advance or as invoiced by the Owner.

B. YEAR TWO (August 1, 2027 – July 31, 2028)

Year Two fees shall increase by the greater of **3%**, or the **Consumer Price Index (CPI) for British Columbia**. The CPI used shall be the most recent annual CPI available in early 2027. The Owner shall provide written confirmation of the CPI adjustment to the Club **no later than March 31, 2027**, prior to commencement of Year Two.

C. Advertising (Year Two Only)

Maximum **105 advertising sign locations** @ $150 per advertising sign (excluding GST)

D. POST-SEASON GAMES

Post-season games are not included in the annual allocation. All post-season games must be:

1. Confirmed prior to the end of the Regular Season once playoff status is known; and booked separately from annual allocations.

2. All post-season games shall be billed at the applicable **Fees and Charges Bylaw rates**, including ice time, game setup, dressing rooms, and related services.

3) 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 areas licensed for exclusive use by the Club, 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 aforementioned areas licensed for exclusive use by the Club. The Owner will forward promptly to the Club any assessment or tax notice it receives in connection with such taxes for payment by the Club. The Club's obligation to taxing authorities under this section 3 will survive the expiration or earlier termination of this License Agreement.

4) TERM. The License hereby granted is for a term of **twenty four** (24) months commencing on the date of final execution of this Agreement. Upon the expiry of this License Agreement, this License Agreement will be at an end and no further force or effect, save and except as expressly set out herein. The Term of this Agreement is: **August 1, 2026 – July 31, 2028**.

5) RENEWAL. The option to renew will be at the owner's discretion.

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

a) the Club's exclusive use of any Licensed Areas as permitted under section 1(a), will be restricted to seasonal operating hours except with the prior written approval from the Owner;

b) the Club's non-exclusive use of the Licensed Areas, as permitted under section 1(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.

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

a) providing the Owner on or before December 31 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, May 1st - April 30th.

b) controlling the behavior 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 or incidents 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.

8) **OWNER'S OBLIGATIONS.** The Owner shall be responsible for providing at the Owner's cost all utilities including power, internet, water, sewer, air conditioning, heating, lighting and snow removal (including from parking lots, and sidewalks) in accordance with the service provider's terms of service and on the understanding that the Owner is not responsible or liable for service interruptions.

9) **ADVERTISING AND PROMOTIONS.** Under this agreement the Club is hereby permitted to advertise in the following locations:

a) 45 advertisements situated along the dasher boards of the Rod Brind'Amour Arena;
b) 12 advertisements situated on the wall areas above the player benches in the Rod Brind'Amour Arena;
c) 12 advertisements and 1 centre logo situated on the ice surface of the Rod Brind'Amour Arena;
d) 36 advertisements situated on the stairways, and wall support columns in the Rod Brind 'Amour Arena.

The Club is also permitted to post one (1) sign, subject to the prior written approval of the Owner as to content, size and location, on the interior of the Facility indicating that the Facility is home to the Storm Junior Hockey Club. All changes, additions or alternations to the above noted advertising, signage and displays are subject to the prior written approval by the Owner and the payment in advance of any fees or charges that may be imposed.

Advertising and Promotions – Year One – No advertising fees shall apply. Year Two – Advertising shall be charged at: $150 per sign per year – Maximum inventory: 105 sign locations. All advertising is subject to Owner approval and Facility standards.

10) **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. 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 and all copies thereof. 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. Each year of this agreement, the Club is required to provide the Owner with a list of Club employees and players to whom holds a key for access to the facility.

11) **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.

12) **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.

13) **CONSTRUCTION OR ALTERATIONS.** The Club will not install, construct, or make any alterations to the Licensed Areas without the prior written consent of the Owner. The Owner reserves all rights to direct the work associated with any modifications of such areas to ensure consistency in terms of esthetic and mechanical operations of the facility. The Owner reserves the right to move forward with any facility updates and renovations subject to section 14(c).

The Club may install scaffolding and related structures in the locations indicated in Exhibit-1 attached hereto, subject to the following conditions.

a) scaffolding, other structures, and all drapes, curtains and other decorative materials including textiles, films and fabrics, must have received prior written approval from the fire department and the Owner;

b) scaffolding must be fully protected and wrapped with flame resistant material that covers all exposed areas;

c) all structures must have signage affixed that clearly indicates that use of the structures is limited to authorized personnel and that other uses of the structures is strictly prohibited;

d) the only personnel allowed to perform service or maintenance work on the scaffolding are those persons who are authorized under WorkSafe BC regulations; and

e) all costs related to the design, installation, upgrading, servicing or maintenance of the scaffolding, other structures, and associated wraps and curtains will be borne by the Club.

f) At the Owners' request and outside of the regular season the Club will have two weeks' notice to vacate all Club property from the Club assigned Dressing Room and Office.

14) **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) the Owner provides 6 months written notice for major facility upgrades;

d) subject to section 6, upon expiration of the Term, without further notice; or

e) by mutual written agreement of the Club and the Owner.

15) **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 1(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.

16) **DAMAGE.** The Club agrees that any damage to the Licensed spaces caused by the Club or its respective member, prospective members, 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 of any damage that is caused by the Club to Licensed spaces, and in the absence of any negligence on the part of the Owner, the Club will restore the affected portions of the Licensed space(s) as closely as is practicable to their appearance and functional condition prior to the damage.

17) **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.

18) **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.

19) **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.

20) **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.

21) **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.

22) **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 favor of the Owner and those for whom it is m law responsible. If the Club fails to acquire and maintain the insurance required in this section 22, 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.

23) **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.

24) **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 favor.

25) **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.

26) **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.
   a) Copy of Insurance
   b) GST Number: 887541936RT0002
   c) WorkSafe Number: 200659183

27) **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.

28) **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.

29) **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

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

31) **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.

32) **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.

33) **INDEPENDENT LEGAL ADVICE.** The Club acknowledges and agrees that it has obtained, or has had the opportunity to obtain, independent legal advice with respect to the contents and consequences of this License Agreement and that it has been advised of and understands the effects and liabilities and obligations contained in this License Agreement.

34) **COMPLIANCE WITH LAWS.** The Club, at its cost, will promptly comply with all lawful requirements of any governmental or administrative authority which relate, directly or indirectly, to the use of the Licensed Areas by the Club.

35) **GOVERNING LAWS.** This License Agreement is governed by and is to be enforced, construed and interpreted in accordance with the laws of British Columbia.

36) COUNTERPARTS. This Agreement may be executed and delivered in any number of counterparts as may be necessary and delivered by facsimile with the same effect as if all parties had all signed and delivered the same document and all counterparts will be construed together to be an original and will constitute one and the same instrument.

37) Exhibits.

Exhibit-1

IN WITNESS WHEREOF the parties hereto have executed this License Agreement as indicated below:

STRATHCONA REGIONAL DISTRICT
by its authorized signatories:

Chair _____ Date _____

Corporate Officer _____ Date _____

CAMPBELL RIVER JUNIOR HOCKEY CLUB LTD (BC0544099) by its authorized signatories:

Club Owner _____ Date _____

Club Owner _____ Date _____