



Vault Binder: _____

File: led 126 001

Term: November 1, 2020 – October 31, 2025

THIS AGREEMENT dated for reference the _____ day of _____, 2020.

BETWEEN:

THE REGIONAL DISTRICT OF EAST KOOTENAY, a Regional District pursuant to the *Local Government Act*, R.S.B.C. 2015, Chapter 1 and incorporated pursuant to the laws of the Province of British Columbia with a place of business at 19 - 24th Avenue South, Cranbrook BC V1C 3H8 (facsimile 250-489-3498);

(the "RDEK")

OF THE FIRST PART

AND:

WASA & DISTRICT LIONS CLUB

Box 10

Wasa, BC V0B 2K0

Facsimile: (250) 422-3288

(the "Lions Club")

OF THE SECOND PART

WHEREAS

- (a) The RDEK is empowered to lease land in its possession for public recreation purposes;
- (b) The Lions Club is desirous of leasing land;
- (c) The Lions Club, pursuant to the Lions Club resolution dated _____, a copy of which is to be submitted to the RDEK, has approved and consented to the terms and conditions hereinafter set out;

NOW THEREFORE, in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Lions Club to be paid, observed and performed, the RDEK hereby demises and leases unto the Lions Club a portion of the lands and premises legally described as:

Parcel Identifier No. 018-668-135
Lot A, District Lot 264,
Kootenay District
Plan NEP 21117

as outlined on the attached plan and marked as Schedule A (the "Leased Land"), all upon the terms, conditions and covenants hereinafter set forth.

1. DEFINITIONS

- 1.1 **Building** means any structure used or intended for supporting or sheltering any use or occupancy.
- 1.2 **Improvements** means any Building, Structure, fixture or similar thing constructed or placed on the Leased Land.
- 1.3 **Structure** means anything built, placed or constructed that is fixed to, sunk into or supported by the soil or another structure, excluding signs, fences, concrete footings, paved surfaces and retaining walls less than 1.5 metres in height.

2. TERM

- 2.1 The term of the Lease will be for a period of five years commencing November 1, 2020 and continuing until October 31, 2025 (the "Term").

3. RENT

- 3.1 The fee for the Term is the sum of \$10.00, the receipt and sufficiency of which is acknowledged.

4. PAYMENT OF TAXES

- 4.1 The Lions Club will pay or cause to be paid all rates, taxes and assessments, of whatsoever description, that may at any time during the Term be lawfully imposed, and become due and payable, upon, or in respect of the Leased Land, or any part thereof or any Buildings, Structures or Improvements thereon.

5. COMPLIANCE WITH REGULATIONS

- 5.1 The Lions Club will in all respects abide by and comply with all applicable lawful rules, regulations and bylaws of the federal, provincial or local governments or any other governing body whatsoever and with all local police, health or fire regulations or bylaws, in any manner affecting the Leased Land.

6. EXECUTIVE AND BOARD MEMBERS

- 6.1 The Lions Club will provide the RDEK with a list of the Lions Club's Executive and Board members, including contact information, and such list is to be kept current and submitted to the RDEK when any change occurs.

7. ASSIGNMENT

- 7.1 The Lions Club will not make any assignment of this Lease or renewals thereof nor any transfer or sublease of the whole or any part of the Leased Land without obtaining the prior written consent of the RDEK to such assignment, transfer or sublease, which consent may be arbitrarily withheld by the RDEK.
- 7.2 Notwithstanding Section 7.1, the Lions Club may sublease the portion of the property on which the Wasa Community Hall is located to the Wasa Recreation Society.

8. ACCESS

- 8.1 The RDEK will have full and free access for inspection purposes during normal business hours and in the presence of a representative of the Lions Club to any and every part of the Leased Land and Improvements. Notwithstanding the foregoing, in cases of emergency, the RDEK, its officers, servants or agents, will at all times and for all purposes have full and free access to the Leased Land.
- 8.2 The Lions Club will allow the RDEK, Wasa & District Historical Association, and the public full and free access to the Wasa Columbarium including, but not limited to, the access road and parking lot.
- 8.3 The Lions Club will allow the RDEK and Columbia Basin Broadband Corporation full and free access to the portion of Lot A, District Lot 264, Kootenay District Plan NEP21117 licenced to the Columbia Basin Broadband Corporation, as shown on Schedule A, including but not limited to the access path, access road and parking lot.

9. POSSESSION

- 9.1 The Lions Club will have quiet possession of the Leased Land PROVIDED ALWAYS that the RDEK may make and promulgate such rules of conduct within the Leased Land as may be necessary for the protection of the Leased Land and for the control, protection, and convenience of the public.

10. PURPOSE

- 10.1 The Leased Land and any Improvements will be used for community oriented recreational activities, and for no other purpose or purposes whatsoever.

11. "AS IS" CONDITION

- 11.1 The Lions Club accepts the Leased Land in an "as is" condition.

12. CLAIM OR DEMAND

- 12.1 The Lions Club will not have any claim or demand against the RDEK and/or any of its officers, servants or agents for detriment, damage, accident or injury of any nature whatsoever or howsoever caused to the Leased Land, or to any person or property, including any Improvements, erection, equipment, materials, supplies, motor or other vehicles, fixtures and articles, effects and things erected, brought, placed, made or being on or about the Leased Land unless such damage or injury is due to the negligence of any agent, officer or servant of the RDEK while acting within the scope of his duties or employment.

13. ERECTION AND MAINTENANCE OF BUILDINGS OR STRUCTURES

- 13.1 The Lions Club will not construct, erect, or install, or allow any person to construct, erect, or install, any Buildings or Structures on the Leased Land without obtaining the prior written approval of the RDEK of plans showing the design and nature of construction of such Buildings or Structures and their proposed location. All such Buildings or Structures will be constructed and thereafter inspected and maintained by and at the cost and expense of the Lions Club to the satisfaction of the RDEK. The Lions Club will not remove, sell, or sub-let any buildings or structures constructed, erected or installed as aforesaid without written consent of the RDEK.
- 13.2 If, at any time during the Term of this Lease or any renewal thereof, the Lions Club defaults in its obligation of maintaining the Leased Land and Improvements, in accordance with the requirements of this Lease, the RDEK may give written notice to the Lions Club specifying the respect in which such maintenance is deficient. If, within 30 days from the giving of such notice, the default specified in such notice has not been remedied to the satisfaction of the RDEK, the RDEK may enter upon the Leased Land and Improvements and perform such maintenance, at the cost and expense of the Lions Club, plus such additional charges as may then be applicable.

14. MAINTENANCE OF LEASED AREA

- 14.1 The Lions Club will, at the cost and expense of the Lions Club, maintain the landscaping and construct and maintain the roads on the Leased Land and will keep the Leased Land free of debris and neat and tidy at all times, all to the satisfaction of the RDEK.
- 14.2 The Lions Club will, at the cost and expense of the Lions Club, be responsible for identifying any trees on the Leased Land that may pose a safety hazard and will remove said trees within a reasonable time.

15. NUISANCE

- 15.1 The Lions Club will not do, suffer or permit to be done any act or thing upon or above the Leased Land or Improvements which is or would constitute a nuisance to the occupiers of any lands or premises adjoining or in the vicinity of the Leased Land or Improvements or to the public generally.

16. ENVIRONMENTAL PROTECTION STATUTES

- 16.1 The Lions Club will accede to and abide by federal environmental protection statutes, regulations and bylaws thereto and appropriate provincial, territorial and/or municipal or local environmental protection statutes, regulations and bylaws.

17. POLICE AND FIRE PROTECTION

- 17.1 The RDEK will not be responsible for providing fire protection to nor policing of the Leased Land or any Improvements.

18. FIRE PREVENTION

- 18.1 The Lions Club will, at the expense of the Lions Club, take all precautions to prevent uncontrolled fires from occurring in or about the Leased Land and Improvements.
- 18.2 The Lions Club will not allow any person, without authority from the RDEK, to kindle, build, light, maintain, or use a fire except in a place provided or designated for that purpose and will observe and comply with all laws and regulations in force respecting fires.

19. ADVERTISING

- 19.1 Except as provided in Section 19.4, the Lions Club will not construct, erect, place or install on the outside of the Improvements or on the Leased Land any poster, advertising sign or display, electrical or otherwise, without first obtaining the written consent of the RDEK.
- 19.2 The Lions Club will not permit a commercial vehicle or any vehicle on which is displayed advertising of any kind, or any vehicle equipped with a public address system, to be driven within any part of the Leased Land for the purpose of advertising or demonstrating, except as may be authorized by the RDEK.
- 19.3 The Lions Club will not permit any person without authority from the RDEK so to do, to place or display on any part of the Leased Land, any work, character, or device designated to advertise any person, business, profession, group, association, article, thing, exhibition, matter, or event.
- 19.4 The Lions Club may place advertising signs on the skating rink dasher boards for the purpose of generating revenue for the skating rink.

20. DRAINAGE AND DISCHARGE OF MATERIAL

- 20.1 The Lions Club will not discharge, cause or permit to be discharged or howsoever to pass into the sewer systems, storm drains or surface drainage facilities or elsewhere any deleterious material, noxious, contaminated or poisonous substances, all as determined by the RDEK. In the event of a discharge or escape of such deleterious material, noxious, contaminated or poisonous substance in and under control of the Lions Club, the cost incurred in the clean-up to the satisfaction of the RDEK, will be paid by the Lions Club.
- 20.2 The Lions Club will not allow any person within the Leased Land to throw, lay, drop, discharge or deposit into or leave in the waters of the Leased Land or in any storm sewer drain or ditch flowing into said waters, any substance, matter or thing either liquid or solid which will or may result in pollution of said waters.

21. WASTE DISPOSAL AND RECYCLING

- 21.1 The Lions Club will not allow any person to deposit in any part of the Leased Land any garbage, refuse, sewage, empty or broken bottle, can, waste, or other debris or obnoxious material, except in a receptacle provided for that purpose.
- 21.2 The Lions Club will not allow any person in the Leased Land to use any toilet, wash basin, sink, or other similar appliance in any trailer or recreation vehicle which is not equipped with a removable metal container for the retention of garbage, waste, and liquid refuse, and the Lions Club will not allow any person to deposit the contents of said containers within any portion of the Leased Land except in places designated for that purpose by the RDEK.
- 21.3 The Lions Club will encourage recycling of materials included in the RDEK recycling program and will provide appropriate recycling receptacles for use of visitors to the Leased Land.

22. PROTECTION OF NATURAL RESOURCES

- 22.1 Subject to the provisions of the *Park Act* respecting the disposal of timber and the protection of natural resources, the Lions Club will not allow any person, unless authorized by the RDEK, to remove, destroy, or damage any curiosity, object, structure, work, or any property whatsoever in the Leased Land.
- 22.2 The Lions Club will be responsible for preventing introduction of invasive plants as well as exercising control over any existing infestation.

23. FIREARMS AND EXPLOSIVES

- 23.1 The Lions Club will not allow any person to hunt or to carry any loaded firearm within the Leased Land, provided that this restriction will not apply to any member of the armed forces or to any police officer, conservation officer or park official while engaged in the performance of his duty.

23.2 The Lions Club will not allow any person, other than an employee with a bona fide construction or mining company engaged in the performance of his duty, to have in his possession within any part of the Leased Land, an explosive or explosive substance, without prior authority of the RDEK.

24. VEHICLES

24.1 The Lions Club will not allow any person to park or leave standing any vehicle on any road or within the Leased Land, except in an area designated for that purpose.

24.2 The Lions Club will not cause or permit a vehicle to obstruct traffic in any area of the Leased Land.

25. LIVING OR SLEEPING QUARTERS

25.1 Except as provided in Sections 25.2 and 25.3, the Lions Club will not allow a trailer, recreation vehicle or any other type of vehicle to be parked or used as living or sleeping quarters within any part of the Leased Land.

25.2 The Lions Club may allow placement of a temporary dwelling on the Leased Land for use by a caretaker employed or contracted by the Lions Club.

25.3 With prior written approval of the RDEK, the Lions Club may have a designated site or area on which trailers or recreation vehicles could be parked or used as sleeping quarters by organizers of events being held on the Leased Land, provided that such parking or use does not exceed three consecutive nights or the length of the event, whichever is greater.

26. ANIMAL CONTROL

26.1 The Lions Club will not allow any person to cause or permit any animal owned by him or in his custody or under his control, to roam at large within the Leased Land, except as may be authorized by the RDEK.

27. INSURANCE AND INDEMNITY

27.1 The Lions Club covenants to obtain and keep in force during the Term of this Lease at its sole expense, insurance satisfactory to the RDEK protecting the RDEK and the Lions Club (without any rights of cross-claim or subrogation against the RDEK) against claims for personal injury, death, property damage or third party or public liability claims arising out of, in connection with, or in any way related to the Leased Land, in a form acceptable to the RDEK and in an amount not less than \$2,000,000 and with the RDEK named as additional insured.

27.2 The Lions Club will indemnify and save harmless the RDEK from and against all claims, demands, losses, costs, damages, actions, suits or proceedings by whomever made, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by or attributed to:

(a) any breach of any provision of this Lease to be performed by the Lions Club and the officials, servants, employees, members, agents, and contractors of the Lions Club; or

(b) the Lions Club's use of the Leased Land.

27.3 The RDEK will not be liable for any damages, expenses or losses occurring by reason of suspension or discontinuance of the Lease where suspension or discontinuance is caused by circumstances beyond the control of the RDEK.

27.4 The Lions Club will obtain and will at all times maintain during the currency of this Lease, insurance against fire, with respect to any Improvements on the Leased Land and any renewals hereof and all policies for such insurance will be in an amount and in a form satisfactory to the RDEK.

27.5 The Lions Club will submit a Certificate or Certificates of Insurance required under this Lease and such certificates will be submitted upon signing this Lease and upon renewal of the insurance policy(ies).

- 27.6 The Lions Club will not do or omit to do or suffer anything to be done or omitted to be done on the Leased Land which will in any way impair or invalidate such policy or policies. Every policy will contain a provision that 30 day written notice of cancellation will be given to the RDEK.
- 27.7 (a) Except as provided in Section 27.7(b), all groups and associations using or occupying the Leased Land and Improvements must provide a minimum of \$2,000,000 liability insurance coverage with both the RDEK and the Lions Club being named as additional insured.
- (b) The following events are exempt from the requirement to provide liability insurance coverage as required under Section 27.7(a):
- (i) private wedding ceremonies and receptions with less than 250 guests;
 - (ii) family reunions with less than 250 guests and lasting less than 72 hours; and
 - (iii) arts and crafts fairs lasting less than 48 hours.
- 27.8 The Lions Club will ensure that, where alcohol is being served at an event on the Leased Land, the event sponsors:
- (a) are properly licensed to serve alcohol at the event; and
 - (b) provide the Lions Club with confirmation that they have the appropriate liability insurance coverage, including coverage for alcohol-related incidents, for the event and have the Lions Club and the RDEK named as additional insured on the insurance policy.

28. REASONABLE WEAR AND TEAR

- 28.1 The Lions Club will not, during the currency of this Lease, do, suffer, nor permit to be done any act or thing which may impair, damage or injure the Leased Land, the Improvements or any part thereof, excepting reasonable wear and tear.

29. REPAIR OF DAMAGE

- 29.1 If at any time or times hereafter, any damage or injury (reasonable wear and tear only excepted) should be occasioned to the Leased Land, the Improvements, or any part thereof, or to any works of the RDEK on the Leased Land, then, and in every such case, the Lions Club will, within a reasonable time upon written notice from the RDEK, repair, rebuild and restore the same, all to the satisfaction of the RDEK. In the event of failure on the part of the Lions Club to so repair, the RDEK may, at its option, repair such damage or injury in which case the Lions Club will repay and reimburse the RDEK for all costs and expenses connected therewith or incidental thereto.

30. DEFAULT

- 30.1 In case any default, breach or non-observance be made or suffered by the Lions Club at any time or times, in or in respect of any of the covenants, provisos, conditions and reservations herein contained, which on the part of the Lions Club ought to be observed or performed, then and in every such case, provided reasonable steps have not been taken to cure any such default, breach or non-observance within 30 days from the date of notice in writing thereof from the RDEK to the Lions Club, the RDEK may terminate this Lease without further notice. If required by the RDEK, the Lions Club will forthwith remove from the Leased Land all chattels, goods, supplies, articles, equipment, materials, effects and things at any time brought or placed thereon or therein by the Lions Club, and will also to the satisfaction of the RDEK repair all and every damage and injury occasioned to the Leased Land and Improvements by reason of such removal or in the performance thereof, but the Lions Club will not by reason of any action taken or things performed or required under this clause, be entitled to any compensation whatsoever.

31. RE-ENTRY

31.1 Notwithstanding anything in this Lease contained, in case default, breach or non-observance be made or suffered by the Lions Club at any time or times, in, or in respect of any of the covenants, provisos, conditions and reservations herein contained, which on the part of the Lions Club ought to be observed or performed, then, and in every such case, it will be lawful for the RDEK, its servants or agents, to re-enter and thereafter to have, possess and enjoy in full ownership the Leased Land and all Improvements thereon; nevertheless, the RDEK may at its option compel the Lions Club to remove from the Leased Land any Improvements and any goods, chattels, materials, effects or things from the Leased Land all at the risk of and cost and expense of the Lions Club.

32. VESTING OF BUILDINGS AND FIXTURES

32.1 Within 90 days from the expiration of the Term or any renewals thereof, the Lions Club will have the right to remove the Improvements located upon the Leased Land. Should the Lions Club elect to remove the Improvements from the Leased Land, then the Lions Club will remove same and will restore the site to its original condition at its own cost and expense and without any right on the part of the Lions Club to seek compensation from the RDEK for any reason whatsoever. Should the Improvements not be removed within 90 days from the expiration of the Term or any renewals thereof then title to all Improvements constructed, placed or affixed and remaining upon the Leased Land will pass to the RDEK without any right of compensation to the Lions Club.

33. OVERHOLDING

33.1 If the Lions Club will continue to occupy the Leased Land after the expiration of the Term and the RDEK will accept rent, the new tenancy thereby created will be deemed to be a monthly tenancy and will be subject to the covenants and conditions contained in this Lease insofar as the same are applicable to a monthly tenancy, save and except that the rental payable will be determined by the RDEK.

34. NON-WAIVER

34.1 The failure of the RDEK to insist on the strict observance or performance of any covenant or condition contained in this Lease or to exercise any right or option hereunder will not be construed to operate as a waiver or relinquishment for the future of any such covenant, condition, right or option and no waiver will be inferred from or implied by anything done or omitted to be done by the RDEK save only by express waiver in writing.

35. EFFECT OF LEASE

35.1 This Lease and everything herein contained will enure to the benefit of and be binding upon the successors and assigns, as the case may be, of each of the parties hereto, subject to the granting of consent by the RDEK to any assignment, transfer or sublease of this Lease.

36. DIFFERENCES

36.1 All matters of difference arising between the RDEK and the Lions Club in any matter connected with or arising out of this Lease whether as to interpretation or otherwise, will be determined by the RDEK but without prejudice to the Lions Club to any recourse available under law.

37. NOTICES

37.1 All notices under this Lease will be given in writing, and will be delivered by pre-paid courier or hand-delivered to the address indicated on the face page of this Agreement, or otherwise transmitted by fax or other means of electronic communication to the usual numbers or addresses of the respective party. Such addresses may be changed from time to time by either party giving notice to the other party.

37.2 If any questions arise as to whether any notice was or was not communicated by one party to the other, it will be deemed to have been effectively communicated or given on the day received or on the fifth day after it was mailed or sent, whichever is earlier.

38. SEVERANCE

- 38.1 If any portion of this Lease is held to be illegal or invalid by a court of competent jurisdiction, the illegal or invalid portion must be severed and the decision that it is illegal or invalid does not affect the validity of the remainder of this Lease.

39. ENTIRE AGREEMENT

- 39.1 This Lease will be deemed to constitute the entire agreement between the RDEK and the Lions Club hereto with respect to the subject matter hereof and will supersede all previous negotiations, representations, and documents in relation hereto made by any party to this Lease.

40. TERMINATION

- 40.1 This Lease may be terminated, for any reason whatsoever, by either party giving the other 120 days notice of their intention to do so. In the event of such termination, should the Lions Club elect to remove the Improvements from the Leased Land, then the Lions Club will remove same and will restore the site to its original condition at its own cost and expense and without any right on the part of the Lions Club to seek compensation from the RDEK for any reason whatsoever. Should the Improvements not be removed by the expiration of the 120 day notice period, then title to all Improvements constructed, placed or affixed and remaining upon the Leased Land will pass to the RDEK without any right of compensation to the Lions Club.

41. EXECUTION OF AGREEMENT

- 41.1 The parties acknowledge and agree that this Agreement may be executed by electronic signature, which will be considered as an original signature for all purposes and will have the same force and effect as an original signature. Without limitation, "electronic signature" will include faxed versions of an original signature or electronically scanned and transmitted versions of an original signature.
- 41.2 This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

42. INTERPRETATION

- 42.1 Headings are inserted in this Lease for convenience only and will not be construed as affecting the meaning of this Lease.
- 42.2 All references to section numbers in this Lease refer to sections in this Lease, and all references to Schedules in this Lease refer to Schedules attached to this Lease.
- 42.3 Whenever the singular or masculine is used herein, the same will be construed as meaning the plural or feminine or body politic or corporate where the context of the parties hereto so require.
- 42.4 The Schedules to this Lease are an integral part of this Lease as if set out at length in the body of this Lease.
- 42.5 This Lease will be governed by and construed in accordance with the laws of the Province of British Columbia.

