

File No.: 04-1000-20-2017-470

December 18, 2017

s.22(1)

Dear s.22(1)

Re: Request for Access to Records under the Freedom of Information and Protection of Privacy Act (the "Act")

I am responding to your request of November 22, 2017 for:

Records held by the Park Board that include leases for South Vancouver Lawn Bowling Association for Green and Hall at Grays Park signed in years 1990, 1995, 2001, and 2015. Request is for the following time periods:

- January 1, 1990 to December 31, 1990;
- June 1-30, 1995;
- May 1-31, 2000; and
- May 1, 2015 to June 30, 2015.

All responsive records are attached.

Please note: the lease has been terminated.

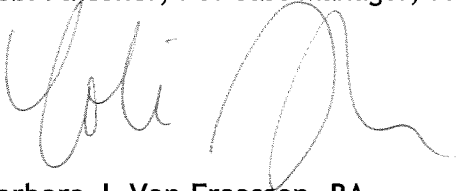
Under section 52 of the Act you may ask the Information & Privacy Commissioner to review any matter related to the City's response to your request. The Act allows you 30 business days from the date you receive this notice to request a review by writing to: Office of the Information & Privacy Commissioner, info@oipc.bc.ca or by phoning 250-387-5629.

If you request a review, please provide the Commissioner's office with: 1) the request number assigned to your request (#04-1000-20-2017-470); 2) a copy of this letter; 3) a copy of your original request for information sent to the City of Vancouver; and 4) detailed reasons or grounds on which you are seeking the review.

Please do not hesitate to contact the Freedom of Information Office at foi@vancouver.ca if you have any questions.

Yours truly,

Cobi Falconer, FOI Case Manager, for

A handwritten signature in black ink, appearing to read 'Cobi Falconer', written over a faint, larger signature that is partially obscured.

Barbara J. Van Fraassen, BA
Director, Access to Information & Privacy

Barbara.vanfraassen@vancouver.ca
453 W. 12th Avenue Vancouver BC V5Y 1V4
Phone: 604.873.7999
Fax: 604.873.7419

Encl.

:pm

LEASE RENEWAL AGREEMENT

Made as of August 21, 1990 between

CITY OF VANCOUVER

AND

VANCOUVER SOUTH LAWN BOWLING CLUB

Premises:

Portion of Grays Park,
33rd Avenue and Windsor Street,
Vancouver, British Columbia

Term:

Five years
Beginning May 18, 1990
Expiring May 17, 1995

Rent:

Five dollars for the entire term, payable in advance.

LEASE RENEWAL AGREEMENT

THIS Agreement is made as of August 21, 1990,

BETWEEN:

CITY OF VANCOUVER, a
municipality and a corporation,
as represented by its Board
of Parks and Recreation, which has
an office at 2099 Beach Avenue,
Vancouver, British Columbia
V6G 1Z4

("Lessor")

AND:

VANCOUVER SOUTH LAWN BOWLING CLUB, a
society incorporated under the
Society Act (British Columbia), with
an office at 4850 St. Catherines Street,
Vancouver, British Columbia
V5V 4M7

("Lessee"),

GIVEN THAT:

A. By a lease agreement dated August 26, 1987, a copy of which is attached to this Agreement as Schedule A ("Lease"), the Lessor leased the lands described in the Lease to the Lessee for a term of 3 years, expiring at 11:59 p.m. on May 17, 1990;

B. The Lessor and the Lessee wish to renew the Lease for a term of five years beginning at 12:01 a.m. on May 18, 1990 ("Start Date") and the Lessor and the Lessee also wish to amend the Lease as provided in this Agreement;

C. The Lessor's Board of Directors resolved on June 11, 1990 to renew and amend the Lease as provided in this Agreement,

This Agreement is evidence that in consideration of payment by the Lessee to the Lessor of the rent provided for in section 2 of this Agreement (the receipt of which is acknowledged by the Lessor), the Lessor and the Lessee agree with each other as follows:

1. The Lessor and the Lessee agree that the Lease is renewed for a term of five years beginning on the Start Date and expiring at 11:59 p.m. on May 17, 1995. Section 1.01 of the Lease accordingly is amended by deleting:

- (a) the words "three (3) years" from the fourth line of that section and substituting for them the words "five years ("Term");
 - (b) the year "1987" from the fifth line of that section and substituting for it the year "1990"; and
 - (c) the year "1990" from the sixth line of that section and substituting for it the year "1995".
2. Section 1.02 of the Lease is amended by deleting the words "Three Dollars (\$3.00)" from the third and fourth lines of that section and substituting for them the words "Five Dollars (\$5.00)".
3. Section 1-B.03 of the Lease is deleted and the following is substituted for it:

"The Lessee shall ensure that the Human Rights Code (British Columbia) is complied with in respect of the use and occupation of the Premises and membership in, and the operation of, the Lessee and the Lessee shall not sponsor, implement or permit any activity in or using the Premises which contravenes the Human Rights Code (British Columbia) or which demeans any group or any member of any group protected under the Human Rights Code (British Columbia)."
4. The following is inserted after section 1-B.03 of the Lease as a new section 1-B.04, 'Adherence to Lessor's Liquor Policy':

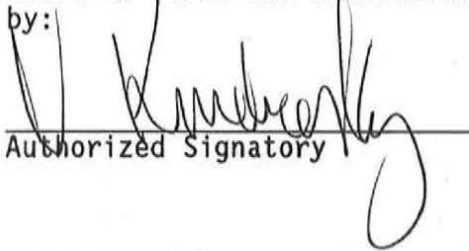
"The Lessee at all times shall ensure that the Lessor's 'Policy on Sale and Consumption of Liquor in Board Facilities' dated July 20, 1987 (as revised to April 10, 1989), a copy of which is attached to this Agreement as Schedule B, is complied with in respect of the use and occupation of the Premises, and membership in and the operation of, the Lessee and the Lessee shall not sponsor, implement or permit any activity in or using the Premises which contravenes that policy."
5. Section 1.04 of the Lease is amended by deleting the word "water" from the second line of that section and by adding the following as the new second paragraph of that section:

"The Lessee shall pay the Lessor \$205.00 during each year of the Term for water provided to the Premises. Each payment in respect of water provided to the Premises shall be paid by the Lessee to the Lessor in advance on each anniversary of the Start Date."
6. The Lessor and the Lessee agree that the Lease is to be considered as having been in force, amended as provided in this Agreement, continuously between May 18, 1990 and the date as of which this Agreement is made. The Lessor and the Lessee agree that the Lease continues in force unamended except as provided in this Agreement.

7. This is the entire agreement between the Lessor and the Lessee regarding its subject and it can be amended only in a document executed by both of them.

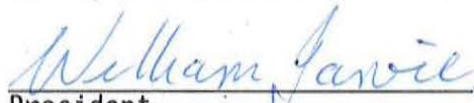
In witness of their agreement to the terms set out above, the Lessor and the Lessee each have caused this Agreement to be executed by their authorized signatories as of the date first written above:

CITY OF VANCOUVER, by its
Board of Parks and Recreation
by:


Authorized Signatory

Authorized Signatory

VANCOUVER SOUTH LAWN BOWLING CLUB
by its authorized signatories:


President
Authorized Signatory


Secretary
Authorized Signatory

Authorized by resolution of the
Board of Parks and Recreation
on June 11, 1990.

(DEL0079/71)

SCHEDULE A

to the Lease Renewal Agreement
made as of August 21, 1990 with City of Vancouver

See attached lease.

LEASE RENEWAL AGREEMENT

Made as of May 17, 1995 between

CITY OF VANCOUVER

AND

VANCOUVER SOUTH LAWN BOWLING CLUB

Premises:

Portion of Grays Park,
33rd Avenue and Windsor Street
Vancouver, British Columbia

Term:

Five years
Beginning May 18, 1995
Expiring May 17, 2000

Rent:

Five dollars for the entire term, payable in advance.

LEASE RENEWAL AGREEMENT

THIS Agreement is made as of May 17, 1995,

BETWEEN:

CITY OF VANCOUVER, a
municipality and a corporation,
as represented by its Board
of Parks and Recreation, which has
an office at 2099 Beach Avenue,
Vancouver, British Columbia
V6G 1Z4

("Lessor")

AND:

VANCOUVER SOUTH LAWN BOWLING CLUB, a
society incorporated under the
Society Act (British Columbia), with
an office at 4850 St. Catherines Street,
Vancouver, British Columbia
V5Y 4M7

("Lessee"),

GIVEN THAT:

A. By a lease agreement made as of August 26, 1987, a copy of which is attached to this Agreement as Schedule A (the "Original Lease"), the Lessor leased the lands described in the Original Lease to the Lessee for a term of 3 years, expiring on May 17, 1990;

B. By a lease renewal agreement made as of August 21, 1990, a copy of which is attached to this Agreement as Schedule B (the "First Lease Renewal Agreement"), the Original Lease was renewed for five (5) years (the Original Lease and the First Lease Renewal Agreement are hereinafter jointly referred to as the "Lease");

C. The Lessor and the Lessee wish to renew the Lease for a term of five years beginning at 12:01 a.m. on May 18, 1995 ("Start Date") and the Lessor and the Lessee also wish to amend the Lease as provided in this Agreement;

D. The Lessor's Board of Directors resolved on July 16, 1995 to renew and amend the Lease as provided in this Agreement,

This Agreement is evidence that in consideration of the matters referred to in the foregoing recitals, the covenants and agreements hereinafter contained and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by the parties hereto), the Lessor and the Lessee agree with each other as follows:

1. The Lessor and the Lessee agree that the Lease is renewed for a term of five years beginning on the Start Date and expiring at 11:59 p.m. on May 17, 2000. Section 1.01 of the Lease accordingly is amended by deleting:

- (a) the year "1990" from the fifth line of that section and substituting for it the year "1995"; and
- (b) the year "1995" from the sixth line of that section and substituting for it the year "2000".

2. The Lessor and the Lessee agree that the Lease continues in force unamended except as provided in this Agreement.

3. This is the entire agreement between the Lessor and the Lessee regarding its subject and it can be amended only in a document executed by both of them.

In witness of their agreement to the terms set out above, the Lessor and the Lessee each have caused this Agreement to be executed by their authorized signatories as of the date first written above:

CITY OF VANCOUVER, by its
Board of Parks and Recreation,
by:

Authorized Signatory

Authorized Signatory

VANCOUVER SOUTH LAWN BOWLING CLUB
by its authorized signatories:

President
Authorized Signatory

Secretary
Authorized Signatory

Authorized by resolution of the
Board of Parks and Recreation
on July 16, 1995.

LW7-3344.COV/206

**VANCOUVER SOUTH LAWN BOWLING CLUB
LICENCE/OPERATING AGREEMENT**

THIS AGREEMENT is dated for reference May 18, 2010

BETWEEN:

CITY OF VANCOUVER, represented by its
BOARD OF PARKS AND RECREATION
2099 Beach Avenue
Vancouver, British Columbia
V6G 1Z4

(the "City")

AND:

VANCOUVER SOUTH LAWN BOWLING CLUB, (Registration No. S-0001390)
4850 St. Catherines Street
Vancouver, British Columbia
V5V 4M7

(the "Society")

BACKGROUND:

- A. The City owns the lands in the City of Vancouver known as Grays Park (the "Park").
- B. Under the *Vancouver Charter* SBC 1953 c.55, the Vancouver Board of Parks and Recreation (the "Park Board") has possession, jurisdiction and control of the Park.
- C. A certain portion of the Park (the "Bowling Club Area") is fitted out for and contains certain improvements, including a bowling green and related installations and the main floor of a building within or near to the Bowling Club Area (the "Building"), (collectively, the "The Premises") used as a lawn bowling facility.
- D. The Society is a society incorporated and registered under the laws of British Columbia, and, under its own name, it manages and operates and wishes to continue to manage and operate the Bowling Club Area and the Premises as a lawn bowling club (the "Bowling Club").

THEREFORE, in consideration of the agreements set out herein, the parties agree as follows:

1. TERM OF AGREEMENT

- 1.1. This Agreement is for a term of five years commencing on May 18, 2010 and ending on May 17, 2015 (the "Term").

- 1.2. The fee for the Term, for operation of the Bowling Club, is Five Dollars (\$5.00) payable in advance, the receipt and sufficiency of which is hereby acknowledged.

2. USE OF LANDS AND THE PREMISES

- 2.1. The Society will use the Bowling Club Area and the Premises for the purpose of operating the Bowling Club and for no other purpose.

3. RESPONSIBILITIES OF CLUB

- 3.1. The Society will manage and operate the Bowling Club at all times in a good, proper, efficient and timely manner as would a prudent owner and operator of such property and undertaking.

- 3.2. The Society will maintain the Bowling Club Area and the Premises at all times in a clean, neat and tidy condition and in good repair to the satisfaction of the Park Board.

- 3.3. The Society will be responsible for paying all costs of observing or performing its obligations under this Agreement including, without limitation, all costs associated with the use of the Bowling Club Area and the Premises in the operation of the Bowling Club, such costs to include, but not limited to, the following:

- 3.3.1. insurance as required by Section 7;

- 3.3.2. sewer, water and garbage pickup;

- 3.3.3. utilities, including heat, electricity, gas, telephone and cablevision;

- 3.3.4. janitorial services for the main and second floor of the Building;

- 3.3.5. staffing costs and program costs; and

- 3.3.6. administrative costs, including, without limitation, accounting and legal fees,

except that, in respect of the Society paying janitorial expenses in the operation of the Bowling Club, the Park Board will pay the Society on an annual, calendar year basis an amount equal to the cost to the Society in the previous calendar year of providing electricity and heat (gas) for the Bowling Club Area and the Premises in the operation of the Bowling Club.

- 3.4. Park Board representatives may inspect the Bowling Club Area and the Premises at any reasonable time. If, in the Park Board's opinion, the Society is not providing efficient management or maintaining the Bowling Club Area and the Premises in a satisfactory condition or state of repair, then, upon written notice from the Park Board, the Society will rectify the deficiencies in accordance with such notice.

- 3.5. If the Society fails to comply, within a reasonable period of time, with a notice given by the Park Board in accordance with Section 3.4, the Park Board may enter the Bowling Club Area and the Premises and cure such deficiencies and take such measures

as the Park Board, in its sole discretion, deems necessary to restore the Bowling Club Area and the Premises to a satisfactory condition and state of repair and to ensure efficient management of the Bowling Club Area and the Premises, including terminating this Agreement in accordance with Section 10, and the Society, on demand, will pay the Park Board's cost of doing so, plus the Park Board's overhead charges of twenty percent (20%) of said costs to the Park Board.

- 3.6. The Society will not adjust Bowling Club membership fees without the prior written approval of the General Manager of the Park Board.
- 3.7. The Society will ensure that at all times the provisions of the *Human Rights Code* (British Columbia) are observed in all respects in connection with its use and occupation of the Bowling Club Area and the Premises and the membership in and the operation of the Bowling Club, and the Society will not sponsor, implement or permit any activity in or use of the Premises or Bowling Club Area which contravenes the *Human Rights Code* (British Columbia) or which demeans any group or any member of any group protected under the *Human Rights Code* (British Columbia).
- 3.8. The Society will permit men and women both the opportunity to be nominated and to serve on the Society's executive committee.
- 3.9. The Society will retain a qualified greens keeper during the playing season.
- 3.10. The Society will bear all costs associated with the installation, operation and maintenance of lighting equipment for night play in the Bowling Club playing area and agrees to maintain and repair and replace all such equipment as reasonably necessary, which equipment, nevertheless, at the termination of this Agreement, will be the absolute property of the City without any compensation to the Society.
- 3.11. The Society will post a notice at entrances to the Bowling Club, or such other locations as stipulated by the General Manager of the Park Board, stating that visitors are welcome to the Bowling Club Area and the Premises. Such signs will be of such size and in such form as are satisfactory to the General Manager.
- 3.12. The Society at all times will ensure that the Park Board's "Policy on Sale and Consumption of Liquor in Board Facilities" dated July 20, 1987 (as revised to April 10, 1989) is complied with in respect of the use and occupation of the Bowling Club Area and the Premises and membership in and the operation of the Bowling Club, and the Society will not sponsor, implement or permit any activity in or use of the Bowling Club Area or the Premises that contravenes that policy.

4. AUTHORITY OF CLUB

- 4.1. The Society will not in any way purport to act on behalf of, make any commitments or enter into any obligations or legal relationships of any kind whatsoever for the Park Board or the City in any manner whatsoever, except to the extent specifically provided in this Agreement or specifically authorized in writing by the City, and, in particular, without limiting the generality of the foregoing, the Society must not take any action, expend any sum, make any decision, give any consent, approval or authorization or

incur any obligation with respect to any of the following matters except with the prior written approval of the Park Board:

- 4.1.1. allowing any encumbrance to charge title to all or any part of the Bowling Club Area and/or the Premises;
- 4.1.2. executing any licence or any other arrangement involving the rental, use or occupancy of all or part of the Bowling Club Area and/or the Premises; and
- 4.1.3. making any major repairs.

5. NO RESPONSIBILITY OF THE PARK BOARD OR CITY AND RIGHTS OF THE PARK BOARD AND CITY

- 5.1. Except as may be explicitly provided for herein, neither the Park Board nor the City will be required to make any payment to the Society in respect of the Society's use of the Bowling Club Area and/or the Premises or otherwise in connection with its operation of the Bowling Club.
- 5.2. The Park Board, upon two (2) days prior written notice to the Society, may from time to time set, define, vary or specify the precise extent and area of the Bowling Club Area and the Premises, and the Society will ensure that in its operation of the Bowling Club it acts at all times in accordance with such actions on the part of the Park Board and in no case will have any claim for compensation or damages by reason thereof.

6. REPORTING TO THE PARK BOARD

- 6.1. The Society, at its expense, in accordance with the provisions of the *Society Act*, and any other applicable laws and prudent business practices, will create, keep and maintain financial and other records relating to the Society's operations on, in and about and its use of the Bowling Club Area and the Premises and its operation of the Bowling Club and, if requested by the Park Board, upon termination of this Agreement, the Society will deliver to the Park Board all such records and other information kept and generated by or for the Society in connection therewith.
- 6.2. The Society will give to the Park Board annually, within three (3) months after the end of its fiscal year, a copy of its financial statements certified correct by the Society's auditor or accountant, as the case may be, together with a current list of all members of the Bowling Club.
- 6.3. The Park Board, at any time, may audit the books, records and accounts relating to the Society's operations and use of the Bowling Club Area and the Premises and its operation of the Bowling Club, and for that purpose, the Society will make available to the Park Board, on its request, at any reasonable time, all books, records and accounts pertaining thereto.

7. INSURANCE

7.1. The Society, at its expense, without limitation to any of its other obligations under this Agreement, will obtain and continuously carry insurance coverage as follows throughout the Term, and all times thereafter that it might continue to occupy and use the Bowling Club Area and the Premises as contemplated by this Agreement:

7.1.1. commercial general liability insurance, with coverage limits of no less than two million dollars (\$2,000,000) per occurrence, or such higher amount as the City's Director of Risk and Emergency Management may require from time to time, that will:

7.1.1.1. indemnify and protect the Society, the City and the Park Board and their respective officials, officers, employees and agents for and against all claims for loss, damage, injury or death to any person or persons and for damage to the Park, the Bowling Club Area or the Premises or to any public or private property occurring within or about the Park, the Bowling Club Area and/or the Premises in connection with or arising from the Society's occupation, possession or use of the Bowling Club Area and the Premises or operation of the Bowling Club;

7.1.1.2. insure the Society, the City and the Park Board and their respective officials, officers, employees and agents in the same manner and to the same extent, as if separate policies had been issued to each, with respect to any action brought against one party by the other or by any official, officer, employee or agent of one party and any breach of a condition of the policy by any official, officer, employee, agent of one party will not affect the protection given by the policy to any other party or to any official, officer, employee or agent of any party;

7.1.1.3. add the City and the Park Board, and their respective officials, officers, employees and agents as additional insured;

7.1.1.4. include All Risk (Broad Form) Tenant's Legal Liability insurance for an amount equal to the full replacement cost of the Premises, with coverage for the activities of the Society and third parties within the Premises;

7.1.1.5. include blanket contractual liability coverage for liabilities arising directly or indirectly out of the performance of this Agreement; and

7.1.1.6. provide for a limit of deductibility not greater than two thousand five hundred dollars (\$2,500) or such other minimum limit as the City's Director of Risk and Emergency Management may approve from time to time; and

7.1.2. All Risk (Broad Form) insurance on property of every description and kind owned by the Society or for which the Society is legally liable or that is installed or otherwise in place within the Bowling Club Area or the Premises by

or on behalf of the Society, including, without limitation, furniture, fittings, installations, alterations, additions, partitions, fixtures, trade fixtures and any tool, instrument and other device, in an amount not less than ninety percent (90%) of the full replacement cost thereof, with the City added as named insured and loss payee for its interest.

7.2. The following will apply to all insurance policies required under this Agreement:

7.2.1. all insurance policies required hereby will be with insurers duly authorized to carry on business in the Province of British Columbia, in a forms satisfactory and acceptable to the City's Director of Risk Management, and they will provide that the Park Board is to get sixty (60) days prior written notice of material change or cancellation. Any such notice must identify the name of the Society as set out in this Agreement and the location or address of the Bowling Club Area and the Premises;

7.2.2. the insurance coverage required by this Agreement will be primary insurance in respect of the City and Park Board and their respective officials, officers, employees and agents, and any other insurance or self-insurance maintained by or on behalf of the City and the Park Board and their respective officials, officers, employees and agents will be excess of this insurance and will not contribute with it; and

7.2.3. the Society, at its expense, will obtain and maintain any additional insurance the Society is required by law to provide or that the Society considers to be necessary or advisable in relation to its use and occupation of the Bowling Club Area and the Premises.

7.3. Forthwith on execution of this Agreement, the Society will provide the Park Board with evidence of each policy of insurance required to be taken out by the Society under this Agreement in the form of a detailed Certificate of Insurance supported by a certified copy of the policy. The certificate will not contain any disclaimer whatsoever. At all times thereafter, during the Term, the Society will comply with all its insurance obligations described herein. Similar evidence in respect of any renewals, extensions or replacement of said policies must be made available to the Park Board at any time upon request. If at any time the Society fails to provide the Park Board with satisfactory proof of such coverage, the Park Board may, but is not obligated to or liable for the manner in which it does so, obtain such insurance and the Society will pay the cost of all incurred expenses as additional rent.

8. LIABILITY

8.1. Except to the extent caused by the negligence of the City or Park Board or of any person for whom the City or Park Board is responsible in law, the Society agrees to indemnify and save harmless each of the City and Park Board and its officials, officers, employees and agents against all loss, damage, costs and liabilities which it or its officers, employees and agents may be liable for or suffer by reason of the Society's use, management and operation of the Bowling Club Area and the Premises.

- 8.2. Except to the extent of the negligence of the City or Park Board or any person for whom the City or Park Board is responsible in law, the Society hereby releases and forever discharges each of the City and Park Board and its officials, officers, employees and agents from any and all claims, demands, damages, actions or causes of actions arising or which may arise by reason of the Society's management and operation of the Bowling Club Area and the Premises.

9. GOOD STANDING OF SOCIETY

- 9.1. At all times during the Term, the Society will remain a society in good standing under the laws of British Columbia.

10. DEFAULT

- 10.1. If the City or the Park Board incurs any damage, loss or expense or is obliged to make any payment for which the Society is liable by reason of any failure of the Society to observe and comply with this Agreement, any such amount will immediately be due and payable by the Society to the Park Board on receipt of written demand by the Park Board, which obligation will survive the expiry or termination of this Agreement.

11. TERMINATION

- 11.1. The Park Board may terminate this Agreement at any time by giving to the Society thirty (30) days prior written notice of its intention to do so and this Agreement will terminate on the 30th day following receipt of such notice.

- 11.2. Notwithstanding any other provision of this Agreement, the Park Board, at any time, without notice to the Society, may forthwith terminate this Agreement if:

11.2.1. the Society fails to pay its debts as they become due or becomes insolvent or commits an act of bankruptcy;

11.2.2. the Society ceases to operate as a non-profit entity; or

11.2.3. the Park ceases to be a public park under the *Vancouver Charter*.

- 11.3. Notwithstanding any other provision of this Agreement, the Park Board has the right at any time, upon giving thirty (30) days written notice to the Society, to forthwith terminate this Agreement if the Society:

11.3.1. fails to carry out any of the terms of this Agreement and fails to cure its default within the said thirty (30) days written notice, or within such further period as may be reasonably necessary in light of the nature of the default so long as the Society is proceeding diligently to cure;

11.3.2. wilfully and persistently breaches acceptable standards of management of a lawn bowling facility;

11.3.3. fails to remain in good standing under the *Society Act* of British Columbia;

11.3.4. carries on activities or undertakings other than those authorized or permitted under its constitution; or

11.3.5. fails to comply with any law, regulation or bylaw applicable to the Society or the Bowling Club Area and the Premises.

11.4. If the Park Board terminates this Agreement by any method described herein, and whether or not for cause, the Society will in no case have any claim for compensation or damages by reason thereof.

12. ASSIGNMENT

12.1. The Society may not assign any of its rights under this Agreement nor grant any sublicense for all or any part of the Bowling Club Area and/or the Premises or delegate any of the management functions with respect to the Bowling Club Area and/or the Premises without the prior written consent of the Park Board. The rights granted under this Agreement are personal to the Society.

13. NOTICES

13.1. All notices, demands or requests of any kind, which the City, the Park Board or the Society may be required or permitted to give to the other in connection with this Agreement, will be in writing and may be served on the other party by registered mail, by telecopier or by personal service, at the addresses set out on page one. Service of that notice, demand or request is deemed complete if made by:

13.1.1. registered mail, seventy-two (72) hours after the time of mailing, except where there is a postal service disruption during that period;

13.1.2. telecopy, on the first business day after the date when that telecopy is transmitted; and

13.1.3. personal service, upon that personal service being effected.

14. NATURE OF AGREEMENT

14.1. This Agreement does not create, and will not be deemed to create any interest in land.

15. INTEREST ON ARREARS

15.1. If the Society fails to pay to the Park Board or the City any money it owes to them or either of them under this Agreement, such money will bear interest at a rate equal to:

15.1.1. the "Prime Rate" defined in this Section plus three percent per annum; or

15.1.2. if a court judges the Prime Rate to be void or unenforceable or if there is no Prime Rate, twenty-one percent (21%) per annum;

in each case calculated monthly, not in advance, from the date due until paid.

“Prime Rate” means the floating annual percentage rate of interest established from time to time by the Bank of Montreal, 595 Burrard Street, Vancouver, B.C. as the base rate that will be used to determine rates of interest charged by it for Canadian dollar loans to customers in Canada and designated by the Bank of Montreal as the prime rate.

16. INTERPRETATION

16.1. The following provisions will apply to this Agreement:


- 16.1.1. sections and headings are for convenient reference and are not to affect the meaning of the provisions;
- 16.1.2. use of the singular or masculine includes the plural, feminine or body corporate, and vice versa;
- 16.1.3. the laws of British Columbia are to govern its interpretation and enforcement;
- 16.1.4. waiver of a default by the Society or failure or delay by the Park Board or the City in exercising a right or remedy does not mean that the Park Board or the City waives any other default or that the Park Board or the City has waived its right to exercise such right or remedy; and
- 16.1.5. no amendment is to have any force or effect unless the City and the Society have signed it.

17. CONTINUING EFFECT

17.1. This Agreement enures to the benefit of and is binding upon the parties to this Agreement and their respective successors and permitted assigns.

IN WITNESS WHEREOF the Park Board, on its own behalf and on behalf of the City and the Society have each executed this Agreement effective as of the day and year first above written.

CITY OF VANCOUVER by its BOARD OF PARKS
AND RECREATION, by its authorized signatory:



VANCOUVER SOUTH LAWN BOWLING CLUB,
by its authorized signatories:

Diane Fulton, DIANE FULTON, SECRETARY
Signature and Name:

[Signature] DIRECTOR
Signature and Name:

**VANCOUVER SOUTH LAWN BOWLING CLUB
LICENCE/OPERATING AGREEMENT**

THIS AGREEMENT is dated for reference May 18, 2015

BETWEEN:

CITY OF VANCOUVER, represented by its
BOARD OF PARKS AND RECREATION
2099 Beach Avenue
Vancouver, British Columbia
V6G 1Z4

(the "City")

AND:

VANCOUVER SOUTH LAWN BOWLING CLUB, (Registration No. S-0001390)
4850 St. Catherines Street
Vancouver, British Columbia
V5V 4M7

(the "Society")

BACKGROUND:

- A. The City owns the lands in the City of Vancouver known as Grays Park (the "Park").
- B. Under the *Vancouver Charter SBC 1953 c.55*, the Vancouver Board of Parks and Recreation (the "Park Board") has possession, jurisdiction and control of the Park.
- C. A certain portion of the Park (the "Bowling Club Area") is fitted out for and contains certain improvements, including a lawn bowling green and related installations and the main floor of a building within or near to the Bowling Club Area (the "Building"), (collectively, the "The Premises") used as a lawn bowling facility.
- D. The Society is a society incorporated and registered under the laws of British Columbia, and, under its own name, it manages and operates and wishes to continue to manage and operate the Bowling Club Area and the Premises as a lawn bowling club (the "Bowling Club").

THEREFORE, in consideration of the agreements set out herein, the parties agree as follows:

1. TERM OF AGREEMENT

- 1.1. This Agreement is for a term of five years commencing on May 18, 2015 and ending on May 17, 2020 (the "Term").

efficient management of the Bowling Club Area and the Premises, including terminating this Agreement in accordance with Section 10, and the Society, on demand, will pay the Park Board's cost of doing so, plus the Park Board's overhead charges of twenty percent (20%) of said costs to the Park Board.

- 3.6. The Society will not adjust Bowling Club membership fees without the prior written approval of the General Manager of the Park Board.
- 3.7. The Society will ensure that at all times the provisions of the *Human Rights Code* (British Columbia) are observed in all respects in connection with its use and occupation of the Bowling Club Area and the Premises and the membership in and the operation of the Bowling Club, and the Society will not sponsor, implement or permit any activity in or use of the Premises or Bowling Club Area which contravenes the *Human Rights Code* (British Columbia) or which demeans any group or any member of any group protected under the *Human Rights Code* (British Columbia).
- 3.8. The Society will permit men and women both the opportunity to be nominated and to serve on the Society's executive committee.
- 3.9. The Society will retain a qualified greens keeper during the playing season.
- 3.10. The Society will bear all costs associated with the installation, operation and maintenance of lighting equipment for night play in the Bowling Club playing area and agrees to maintain and repair and replace all such equipment as reasonably necessary, which equipment, nevertheless, at the termination of this Agreement, will be the absolute property of the City without any compensation to the Society.
- 3.11. The Society will post a notice at entrances to the Bowling Club, or such other locations as stipulated by the General Manager of the Park Board, stating that visitors are welcome to the Bowling Club Area and the Premises. Such signs will be of such size and in such form as are satisfactory to the General Manager.
- 3.12. The Society at all times will ensure that the Park Board's "Policy on Sale and Consumption of Liquor in Board Facilities" dated July 20, 1987 (as revised to April 10, 1989) is complied with in respect of the use and occupation of the Bowling Club Area and the Premises and membership in and the operation of the Bowling Club, and the Society will not sponsor, implement or permit any activity in or use of the Bowling Club Area or the Premises that contravenes that policy.

4. AUTHORITY OF CLUB

- 4.1. The Society will not in any way purport to act on behalf of, make any commitments or enter into any obligations or legal relationships of any kind whatsoever for the Park Board or the City in any manner whatsoever, except to the extent specifically provided in this Agreement or specifically authorized in writing by the City, and, in particular, without limiting the generality of the foregoing, the Society must not take any action, expend any sum, make any decision, give any consent, approval or authorization or incur any obligation with respect to any of the following matters except with the prior written approval of the Park Board:

- 7.1.1. commercial general liability insurance, with coverage limits of no less than two million dollars (\$2,000,000) per occurrence, or such higher amount as the City's Director of Risk and Emergency Management may require from time to time, that will:
- 7.1.1.1. indemnify and protect the Society, the City and the Park Board and their respective officials, officers, employees and agents for and against all claims for loss, damage, injury or death to any person or persons and for damage to the Park, the Bowling Club Area or the Premises or to any public or private property occurring within or about the Park, the Bowling Club Area and/or the Premises in connection with or arising from the Society's occupation, possession or use of the Bowling Club Area and the Premises or operation of the Bowling Club;
 - 7.1.1.2. insure the Society, the City and the Park Board and their respective officials, officers, employees and agents in the same manner and to the same extent, as if separate policies had been issued to each, with respect to any action brought against one party by the other or by any official, officer, employee or agent of one party and any breach of a condition of the policy by any official, officer, employee, agent of one party will not affect the protection given by the policy to any other party or to any official, officer, employee or agent of any party;
 - 7.1.1.3. add the City and the Park Board, and their respective officials, officers, employees and agents as additional insured;
 - 7.1.1.4. include All Risk (Broad Form) Tenant's Legal Liability insurance for an amount equal to the full replacement cost of the Premises, with coverage for the activities of the Society and third parties within the Premises;
 - 7.1.1.5. include blanket contractual liability coverage for liabilities arising directly or indirectly out of the performance of this Agreement; and
 - 7.1.1.6. provide for a limit of deductibility not greater than two thousand five hundred dollars (\$2,500) or such other minimum limit as the City's Director of Risk and Emergency Management may approve from time to time; and
- 7.1.2. All Risk (Broad Form) insurance on property of every description and kind owned by the Society or for which the Society is legally liable or that is installed or otherwise in place within the Bowling Club Area or the Premises by or on behalf of the Society, including, without limitation, furniture, fittings, installations, alterations, additions, partitions, fixtures, trade fixtures and any tool, instrument and other device, in an amount not less than ninety percent (90%) of the full replacement cost thereof, with the City added as named insured and loss payee for its interest.

- 9.1. At all times during the Term, the Society will remain a society in good standing under the laws of British Columbia.

10. DEFAULT

- 10.1. If the City or the Park Board incurs any damage, loss or expense or is obliged to make any payment for which the Society is liable by reason of any failure of the Society to observe and comply with this Agreement, any such amount will immediately be due and payable by the Society to the Park Board on receipt of written demand by the Park Board, which obligation will survive the expiry or termination of this Agreement.

11. TERMINATION

- 11.1. The Park Board may terminate this Agreement at any time by giving to the Society thirty (30) days prior written notice of its intention to do so and this Agreement will terminate on the 30th day following receipt of such notice.
- 11.2. Notwithstanding any other provision of this Agreement, the Park Board, at any time, without notice to the Society, may forthwith terminate this Agreement if:
- 11.2.1. the Society fails to pay its debts as they become due or becomes insolvent or commits an act of bankruptcy;
 - 11.2.2. the Society ceases to operate as a non-profit entity; or
 - 11.2.3. the Park ceases to be a public park under the *Vancouver Charter*.
- 11.3. Notwithstanding any other provision of this Agreement, the Park Board has the right at any time, upon giving thirty (30) days written notice to the Society, to forthwith terminate this Agreement if the Society:
- 11.3.1. fails to carry out any of the terms of this Agreement and fails to cure its default within the said thirty (30) days written notice, or within such further period as may be reasonably necessary in light of the nature of the default so long as the Society is proceeding diligently to cure;
 - 11.3.2. wilfully and persistently breaches acceptable standards of management of a lawn bowling facility;
 - 11.3.3. fails to remain in good standing under the *Society Act* of British Columbia;
 - 11.3.4. carries on activities or undertakings other than those authorized or permitted under its constitution; or
 - 11.3.5. fails to comply with any law, regulation or bylaw applicable to the Society or the Bowling Club Area and the Premises.

16. INTERPRETATION

16.1. The following provisions will apply to this Agreement:

16.1.1.sections and headings are for convenient reference and are not to affect the meaning of the provisions;

16.1.2.use of the singular or masculine includes the plural, feminine or body corporate, and vice versa;

16.1.3.the laws of British Columbia are to govern its interpretation and enforcement;

16.1.4.waiver of a default by the Society or failure or delay by the Park Board or the City in exercising a right or remedy does not mean that the Park Board or the City waives any other default or that the Park Board or the City has waived its right to exercise such right or remedy; and

16.1.5.no amendment is to have any force or effect unless the City and the Society have signed it.

17. CONTINUING EFFECT

17.1. This Agreement enures to the benefit of and is binding upon the parties to this Agreement and their respective successors and permitted assigns.

IN WITNESS WHEREOF the Park Board, on its own behalf and on behalf of the City and the Society have each executed this Agreement effective as of the day and year first above written.

CITY OF VANCOUVER by its BOARD OF PARKS
AND RECREATION, by its authorized signatory:

