

# Agreement Management Form

Description	BLOCK HOUSE LEASE BLOCK HOUSE
Date	August 1, 2013
Initiated By	KEN MAGUIRE
Title	LEASE.
Action: New/Change/Terminate	New
Assigned To	KEN MAGUIRE.
Authorization Group	Parks Board
Object: Building/RO/Contract	RO
Building Number	
Business Entity	
Business Area	
Building Name	
Building Address	3675 Point Grey Rd, Vancouver
Building Validity From	
Lot	E
Block	
D Lot	448

Plan	22608
Legal Narrative	
Assessment Roll	
Parcel ID (PID)	016-622-430
Multiple PID	
Multiple PID List	
Building Main Usage Type	Seniors Centre
Building Measurements	
Building Notes	
Rental Object (RO) Number	
RO Name	Brock House
RO From	August 1, 2013
RO Usage Category	
RO Measurement	
RO Usage Type: Res/Commercial	
Rental Object Notes	

Tenant Category: Person/Company	
Tenant Name	Brock House Society
Tenant Mailing Address	3875 Point Grey Rd, Vancouver BC V6R1B3
Phone Number	604-228-1461
Cell Number	
Fax Number	
Email	
Tenant Notes	
Customer or Vendor Number	
Contract Type	Lease Renewal and Modification Agreement
Contract Name	
Contract From	August 1, 2013 <del>JANUARY</del> 1, 2003
Contract To	<del>July 31, 2023</del> FEBRUARY 31, 2013
Industry Type	
Security Deposit	
Security Deposit Amount	
Month to Month	

1st Condition Type	Comprehensive General Liability Insurance
1st Condition Amount (Net)	2 \$1,000,000
1st Condition Tax Group	
1st Condition Frequency	Duration of Term
1st Condition From	August 1, 2013
1st Condition To	July 31, 2023
2nd Condition Type	RENT
2nd Condition Amount (Net)	\$1.00 ANNUALLY
2nd Condition Tax Group	
2nd Condition Frequency	
2nd Condition From	
2nd Condition To	
3rd Condition Type	
3rd Condition Amount (Net)	
3rd Condition Tax Group	
3rd Condition Frequency	
3rd Condition From	
3rd Condition To	
4th Condition Type	
4th Condition Amount (Net)	
4th Condition Tax Group	



4th Condition Frequency	
4th Condition From	
4th Condition To	
Condition Notes	① Evidence of insurance within 10 days of request. ② Annual Rent of one dollar (\$1)
Resubmission/Bring Forward 1	③ TENANT PAYS ALL UTILITIES AND REPAIRS - ④ MAINTENANCE OF PREMISE. Agreement Expiry
Date for BF 1	April 1, 2023
Resubmission/Bring Forward 2	
Date for BF 2	
Resubmission/Bring Forward 3	
Date for BF 3	
Resubmission/Bring Forward 4	
Date for BF 4	
Resubmission/Bring Forward 5	
Date for BF 5	
Resubmission/Bring Forward 6	
Date for BF 6	
Resubmission/Bring Forward Notes	
Contract Notes	

DATED AS OF: February 1, 1983

BETWEEN:

CITY OF VANCOUVER

AND:

BROCK HOUSE SOCIETY

LEASE

Ian M. Lawrenson  
LAW DEPARTMENT  
CITY HALL  
403 W. 12TH AVE.  
VANCOUVER, B.C.  
V6Y 1V4

IML/lmc 873-7507  
05121/00281

Note: 1988 Renewal

1. Add Financial Statement (Annual) required.
2. Clarify grounds note - does this incl. structures such as play pole, fence, gate light etc.

City of Vancouver



Inter-Office Correspondence

new file  
File no: 5382  
Location: 32-07-00-01  
AIS #200000184

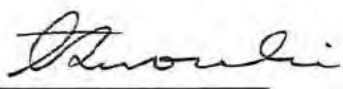
LAW DEPARTMENT

MEMO TO: City Clerk  
FROM: Tom Zworski  
DATE: September 7, 1999  
SUBJECT: Lease to Brock Society (the "Society") - Lot E, District Lot 448, Plan 22608

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Attached for filing please find an original executed Extension of Lease with respect to above-noted matter. The term of the Extension is for additional five years commencing on February 1, 1998 and expiring on January 31, 2003. Please advise the Park Board and the Manager of Real Estate six months prior to expiry (July 31, 2002).

There are no other dates to monitor, except as set out above.

  
Tom Zworski

/attachment



Inter-Office Correspondence

LAW DEPARTMENT


File No. 3234C25

MEMO TO: City Clerk  
FROM: Celeste Curran, Solicitor  
DATE: September 7, 1993  
SUBJECT: Lease to Brock House Society (the "Society") - Lot E,  
District Lot 448, Plan 22608

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Attached for filing please find an original executed Lease with respect to the above-noted matter. The term of the Lease is for five years commencing February 1, 1993 and expiring on January 31, 1998. Please advise the Manager of Real Estate & Housing six months prior to expiry (July 31, 1997).

There are no dates to monitor, except as set out above.

  
Celeste Curran  
/kom  
Attachment





BOARD of PARKS  
and RECREATION  
CITY OF VANCOUVER

FILE

2099 BEACHE WENCH  
VANCOUVER, B.C.  
CANADA V6G 1Z4  
PHONE (604) 257-8400  
FAX (604) 257-8427  
www.cityofvancouver.bc.ca

September 3, 1999

Tom Zworski  
Articled Student  
Law Department  
City Hall -  
Vancouver, B.C.

Dear Tom:

Enclosed are three signed copies of the Brock House Extension of Lease for your necessary action. We have retained one copy for our files.

Yours truly,

A handwritten signature in cursive script that reads "Julie Casanova".

Julie Casanova  
Administrative Assistant



**DIRECTOR OF LEGAL SERVICES**

FRANCES J. CONNELL

**ASSISTANT DIRECTORS OF  
LEGAL SERVICES**

GRAHAM P.G. JOHNSON

PATSY J. SCHEER

**BARRISTERS & SOLICITORS**

JOE STUBBS

BRIAN J. PORTER

LYNDA A. CAMLEY

CELESTE M. CURRAN

C. KELLY OEHLISCHLAGER

DOUGLAS J. JASINSKI

BRUCE T. QUAYLE

YVONNE A. LILJEFORS

DEREK C.M. CREIGHTON

CATHERINE M. KINAHAN

JEREMY F. SHOTTON

JOHN G. NELSON

JEFFREY M. GREENBERG

FRANCOIS LETOURNEUX

MARGARET C. FAIRWEATHER



**MAILING ADDRESS:**  
453 WEST 12TH AVE.  
VANCOUVER, B.C. V5Y 1V4  
TELEPHONE (604) 873-7512  
FAX NO. (604) 873-7445

**DELIVERY ADDRESS:**  
401-515 WEST 10TH AVE.  
VANCOUVER, B.C. V6Z 4A8  
871-6548

**DIRECT LINE:** 97-0616

**OUR FILE NO.** \_\_\_\_\_

**YOUR FILE NO.** \_\_\_\_\_

August 31, 1999

Gord Lindal, Acting Director, Queen Elizabeth District  
Board of Parks and Recreation  
30 East 30th Avenue  
Vancouver, B.C.  
V5V 2T9

Dear Mr Lindal:

**Re: Brock House - Extension of Lease**

Enclosed are four copies of the Brock House Extension of Lease ("document"), executed on the behalf of the Brock House Society. Please attend to the execution of the documents by authorized signatories of the Park Board. Please retain one copy of the fully executed document and return three fully executed copies to us.

Please do not hesitate to contact me if you have any questions about this matter.

Sincerely,

Tom Zworski  
Articled Student

/enclosure

#28378v1

City of Vancouver



Inter-Office Correspondence

BOARD OF PARKS  
& RECREATION

REG. NO. 1547  
REFER TO P. Joseph  
SEP 9 1993

LAW DEPARTMENT

RELEASED FOR \_\_\_\_\_  
File No. 3234C25  
FILING BY \_\_\_\_\_  
DATE \_\_\_\_\_


MEMO TO: A.W. Breakwell, Acting General Manager  
Board of Parks and Recreation


FROM: Celeste Curran, Solicitor

DATE: September 7, 1993

SUBJECT: Lease to Brock House Society (the "Society") - Lot E,  
District Lot 448, Plan 22608

We enclose an original executed copy of the Lease with respect to the  
above-noted matter for your records.

  
Celeste Curran  
/kos  
Enc.

Copy to  
A. Argent  
Original in  
lease file 

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Inter-Office Correspondence

BOARD OF PARKS  
& RECREATION

REG. NO. ....

REFER TO .....

APR 28 1988

RELEASED FOR .....

FILING BY .....

DATE .....

LAW DEPARTMENT

MEMO TO: Maria Kinsella,  
City Clerk

COPY TO: Allan Argent,  
Director of Recreation  
Parks Board

FROM: Ian M. Lawrenson,  
Solicitor

DATE: April 26, 1988

SUBJECT: Brock House Society Lease

COPY

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Please accept for filing one originally executed copy of a Lease made between the City of Vancouver (Board of Parks and Recreation) and Brock House Society, which was made as of February 1, 1988.

Please remind the Director of Legal Services and the General Manager of the Parks Board on October 1, 1992 that the Lease expires January 31, 1993.

Thank you.

Ian M. Lawrenson

IML/ag  
Attachment

City of Vancouver



Inter-Office Correspondence

BOARD OF PARKS  
& RECREATION

REG. NO. 1547  
REFER TO P. G. G. G. G. G.  
SEP 9 1993

LAW DEPARTMENT

RELEASED FOR \_\_\_\_\_  
File No. 3234C25  
FILING BY \_\_\_\_\_  
DATE \_\_\_\_\_

MEMO TO: A.W. Breakwell, Acting General Manager  
Board of Parks and Recreation

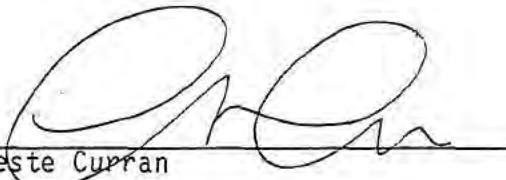
FROM: Celeste Curran, Solicitor

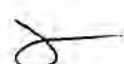
DATE: September 7, 1993

SUBJECT: Lease to Brock House Society (the "Society") - Lot E,  
District Lot 448, Plan 22608

---

We enclose an original executed copy of the Lease with respect to the  
above-noted matter for your records.

  
Celeste Curran  
/kos  
Enc.

Copy to  
A. Argent  
Original in  
lease file 



✓ Std. Com. Rec. 13/82  
✓ Board- Rec 24/82

RE: BROCK HOUSE LEASES

- RECOMMENDATION:
1. That the Board approve a renewal of the sublease between Brock House Society and Brock House Holdings Limited for a 5-year term commencing January 1, 1983.
  2. That the lease between the Board and the Brock House Society be renewed for a 5-year term commencing January 1, 1983 with amendments as outlined in Appendix A.

BACKGROUND:

The Brock House Society was first granted a lease for the operation of Brock House as a senior citizens' facility in January of 1977 and subsequently with Board approval entered into a sublease for a restaurant operation with Brock House Holdings Limited in June of 1978. The lease and sublease expire on December 31, 1982 and January 31, 1983 respectively.

The Brock House Society has requested renewal of their lease with the Board for an additional 5 years and are also requesting approval for a renewal of the sublease with Brock House Holdings Limited for an additional 5-year period.

DISCUSSION:

The restaurant at Brock House is operated by Brock House Holdings Limited on a sublease from the society. The operation of the restaurant is governed by an agreement between Brock House Holdings Limited and W.W. Catering Limited.

The restaurant provided, during the fiscal year ended August 31, 1982, approximately \$50,000 toward the operating budget of Brock House. The Brock House Society is satisfied with the service provided by W.W. Catering and wish to renew their agreement with the operators.

The Society has proposed a number of amendments to the lease with the Board. These amendments are attached as Appendix A.



The sentence added to Paragraph 2 reflects the Society's wish to clarify that the building continues to be insured on a replacement cost basis rather than depreciated cost basis.

The change to Paragraph 9 provides for the Society to receive, in the event of irreparable damage to the building, a proportion of the insurance proceeds with respect to Society funded renovations to the building in the event that the Board decides not to rebuild or repair the facility.

During 1982 the City provided \$15,000 to the Board to fund the cost of ground maintenance at Brock House. The addition to Paragraph 10 specifies the Board's responsibility for ground maintenance.

JUSTIFICATION:

The Brock House Society have successfully carried out their objectives in providing recreation activities for senior citizens. An excellent restaurant service continues to receive the support of the general public and the membership of Brock House.

Prepared by  
Recreation Division  
Board of Parks and Recreation  
December 10, 1982

AA:md

February 1, 1988

CYCLING - STANLEY PARK SEAWALL

Board members received copies of a staff report dated January 26, 1988 recommending that the report be received for information. Commissioner Richardson requested that a copy of this report be sent to the Bicycle Committee.

Moved by Commissioner Chiavario, seconded by Commissioner Wainborn

THAT the staff report be received for information.

-Carried Unanimously.

BROCK HOUSE LEASE RENEWAL

Board members received copies of a staff report dated January 26, 1988 recommending that the Board grant a new lease to the Brock House Society on the conditions stated in the staff report.

Moved by Commissioner Chiavario, seconded by Commissioner Richardson

1. THAT the Board grant a new lease to the Brock House Society on the following terms and conditions.
  - a. The term of the lease to be five years commencing February 1, 1988.
  - b. The rent to be \$1.00 per year.
  - c. A financial statement to be submitted annually.
  - d. All other terms and conditions to the satisfaction of the General Manager and the Director of Legal Services.
2. THAT no legal rights shall be created by the passage of these resolutions and none shall arise hereafter except by the signing of the contemplated lease.

-Carried Unanimously.

Board - Feb 15/93

Date: February 11, 1993

RE: BROCK HOUSE LEASE RENEWAL

#### RECOMMENDATIONS

1. *THAT the Board grant a new lease to the Brock House Society on the following terms and conditions:*
  - a) *The term of the lease to be five years commencing February 1, 1993,*
  - b) *The rent to be \$1.00 per year,*
  - c) *A financial statement to be submitted annually,*
  - d) *All other terms and conditions to the satisfaction of the General Manager and the Director of Legal Services.*
2. *THAT no legal rights shall be created by the passage of these resolutions and none shall arise hereafter except by the signing of the contemplated lease.*

#### BACKGROUND

Since 1978 the Brock House Society has operated the Brock House facility as an activity centre for senior citizens. The current lease between the Board and the Brock House Society expires on January 31, 1993. The Society has requested a renewal of this lease on the same terms and conditions as the current lease. The Society initially requested a 10 year lease as they anticipate some significant maintenance expenditures in the next few years. However, it is the practice of the Board to limit nominal leases to a five year term. Recognizing the good relations between the Board and the Society, the lessee is reasonably satisfied with the five year term.

#### DISCUSSION

The current lease has a five year term and rent of \$1.00 per year is charged. The substantive conditions in the lease are:

1. The facility is to be used as an activity centre for senior citizens.

2. A restaurant may be operated in the facility.
3. Maintenance of the building is the responsibility of the Society.
4. The Society will take on a comprehensive public liability insurance policy upon terms and conditions satisfactory to the City.
5. No alterations to the building can be made without the consent of the Board.

This report recommends that the renewed lease contain a requirement that the Society submit an annual financial statement to the Board. This is a standard clause in recent Board leases. No other substantive changes in the lease are recommended.

#### JUSTIFICATION

The Brock House Society has operated the Brock House facility in an effective and efficient manner and provides a high quality and needed service to the senior citizens of Vancouver.

Prepared by:  
Recreation Division  
Board of Parks and Recreation

JG:sg



Date: May 22, 1998

**SUBJECT: BROCK HOUSE SOCIETY LEASE RENEWAL****RECOMMENDATION:**

- A. THAT the lease between the Park Board and the Brock House Society be renewed for a further five-year term commencing February 1, 1998 and that the following clause be added to the lease:
- B. The Lessee shall maintain the Premises in a sanitary, neat, tidy and safe condition and free from nuisance at all times and in good order, repair and condition to the satisfaction of the Landlord. The Lessee, at its own expense, shall contract with an accredited Building Inspection Service every two (2) years for a maintenance inspection to determine the condition of the Premises including the structure, mechanical and electrical elements and finishes inside and outside and prepare and submit a full report of such inspection to the Landlord. The first maintenance inspection and report shall be completed by January 31, 2000.

**BACKGROUND**

Since 1978 the Brock House Society has operated Brock House as an activity centre for senior citizens. The current lease between the Board and the Brock House Society expired on January 31, 1998. The Society has requested a lease renewal on similar terms and conditions as the current lease. It is the Board's practice to limit nominal leases to a five year term.

**DISCUSSION**

The essential clauses in the lease are as follows:

- The term of the lease is five (5) years, ending January 31, 2003.
- The rent is one (1) dollar (\$1.00) per year payable in advance yearly.
- The Lessee is responsible for all utility costs and garbage collection and other expenses.
- The Premises shall be used for an activity centre for the use and benefit of senior citizens provided that a restaurant may be operated.
- Comprehensive General Liability Insurance of at least two million dollars (\$2,000,000) and Tenants Legal Liability Insurance must be maintained by the Lessee.
- Fire insurance for the premises must be retained by the Lessor.

- The Lessee must maintain the premises to the satisfaction of the Lessor.
- The Lessee must ensure that all provisions of the Human Rights Code of British Columbia are complied with, in respect to the use and occupation of the facilities.

The new clause pertaining to building inspections is being added to all leases with organizations who operate in Park Board facilities. As the Lessees are responsible for the maintenance of the buildings that they use, this requirement will ensure that the Board is aware of the condition of these facilities.

## CONCLUSION

The Brock House Society has operated the facility in an effective and efficient manner and provides a needed service to the senior citizens of Vancouver.

Prepared by:  
Recreation Division  
Board of Parks and Recreation  
City of Vancouver



before the Board to support the staff report. Mr. McCabe stated that the visitors of Vancouver need to see and hear good competent musicians. He supports the permit system and asked that they be required to have one permit to perform in the city and in the parks.

Susan Gordon, Coordinator of Multiculturalism and Arts advised the Board that only one permit is required to play in the city and in the parks.

Moved by Commissioner Yong,

THAT the Board participate on a trial basis for one year in the busking program developed by the City and designate a number of sites for buskers who purchase permits on English Bay and Kitsilano Beach Park and several free areas in parks where buskers without permits may perform.

**CARRIED UNANIMOUSLY**

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#### **REGULAR FULL-TIME POSITION - NETWORK SUPPORT SPECIALIST II**

Board members received copies of a staff report dated May 15, 1998 recommending that the Board approve the establishment of one new Information Technology Network Support Specialist II position subject to job evaluation by the Director of Human Resources.

Moved by Commissioner Yong,

THAT the Board approve the establishment of one new Information Technology Network Support Specialist II position, subject to job evaluation by the Director of Human Resources.

**CARRIED UNANIMOUSLY**

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#### **BROCK HOUSE SOCIETY LEASE RENEWAL**

Board members received copies of a staff report dated May 22, 1998 recommending that the lease between the Park Board and the Brock House Society be renewed for a further five-year term commencing February 1, 1998 and that the clause detailed in the report be added to the lease.

Moved by Commissioner McDiarmid,

THAT the lease between the Park Board and the Brock House Society be renewed for a further five-year term commencing February 1, 1998 and that the following clause be added to the lease:

The Lessee shall maintain the Premises in a sanitary, neat, tidy and safe condition and free from nuisance at all times and in good order, repair and



Date: June 12, 1998

**SUBJECT: BROCK HOUSE SOCIETY LEASE RENEWAL -  
SUPPLEMENTAL REPORT****RECOMMENDATION:**

THAT the current lease between the Brock House Society and the Park Board be renewed on a month to month basis for an indefinite term commencing February 1, 1998.

**BACKGROUND**

At the regular meeting of the Board held on June 1, 1998, the Commissioners considered a staff report recommending the renewal of the lease with the Brock House Society for a five year term.

**DISCUSSION**

During discussion on the report a motion moved by Commissioner Fetherstonhaugh postponed the Brock House Society lease renewal, to ensure consistency in lease approvals.

This report recommends a month to month renewal ensuring continuity for the Society to continue services for seniors, while the Park Board considers other outstanding leases.

**CONCLUSION**

The Park Board can continue to manage the lease arrangement in the short term ensuring the Society has no disruption in their service to the community.

Prepared by:  
Recreation Services  
Board of Parks and Recreation  
City of Vancouver  
AA:bcs



Commissioner Chesman returned to the meeting at this time.

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### **Hastings Park Exhibit Lots**

Board members received copies of a staff report dated June 11, 1998 recommending that the Board authorize the General Manager to award a contract up to \$100,000 for the supply and installation of granular material and crushed concrete in the exhibit lots at the site of the former Foodmart and Showmart buildings.

Moved by Commissioner Warren,

THAT the Board authorize the General Manager to award a contract up to \$100,000 for the supply and installation of granular material and crushed concrete in the exhibit lots at the site of the former Foodmart and Showmart buildings.

**CARRIED UNANIMOUSLY**

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### **COMMUNITY SERVICES AND BUDGETS COMMITTEE**

#### **Brock House Lease Renewal**

This matter was referred from the meeting of the Board held on Monday, June 01, 1998. Board members received copies of a staff report dated June 11, 1998 recommending that the current lease between the Brock House Society and the Park Board be renewed on a month basis for an indefinite term commencing February 1, 1998.

Moved by Commissioner Yong,

THAT the current lease between the Brock House Society and the Park Board be renewed on a month to month basis for an indefinite term commencing February 1, 1998.

**CARRIED UNANIMOUSLY**

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#### **Siting of Aids Memorial**

Board members received copies of a staff report dated April 15, 1998 recommending that the Board accept the recommendation of the site review panel, appointed through the review process that a site on Sunset beach be approved for the AIDS Memorial as proposed by the AMV AIDS Memorial Society with all arrangements to the satisfaction of the General Manager.

Moved by Commissioner Yong,



Date: December 23, 1998

**SUBJECT: BROCK HOUSE SOCIETY LEASE RENEWAL****RECOMMENDATION:**

- THAT the lease between the Park Board and the Brock House Society be renewed for a further five-year term commencing February 1, 1998 and that the following clause be added to the lease:
- The Lessee shall maintain the Premises in a sanitary, neat, tidy and safe condition and free from nuisance at all times and in good order, repair and condition to the satisfaction of the Landlord. The Lessee, at its own expense, shall contract with an accredited Building Inspection Service every two (2) years for a maintenance inspection to determine the condition of the Premises including the structure, mechanical and electrical elements and finishes inside and outside and prepare and submit a full report of such inspection to the Landlord. The first maintenance inspection and report shall be completed by January 31, 2000.

**BACKGROUND**

Since 1978 the Brock House Society has operated Brock House as an activity centre for senior citizens. The current lease between the Board and the Brock House Society expired on January 31, 1998. The Society has requested a lease renewal on similar terms and conditions as the current lease. It is the Board's practice to limit nominal leases to a five year term.

**DISCUSSION**

The essential clauses in the lease are as follows:

- The term of the lease is five (5) years, ending January 31, 2003.
- The rent is one (1) dollar (\$1.00) per year payable in advance yearly.
- The Lessee is responsible for all utility costs and garbage collection and other expenses.
- The Premises shall be used for an activity centre for the use and benefit of senior citizens provided that a restaurant may be operated.
- Comprehensive General Liability Insurance of at least two million dollars (\$2,000,000) and Tenants Legal Liability Insurance must be maintained by the Lessee.
- Fire insurance for the premises must be retained by the Lessor.
- The Lessee must maintain the premises to the satisfaction of the Lessor.

- The Lessee must ensure that all provisions of the Human Rights Code of British Columbia are complied with, in respect to the use and occupation of the facilities.
- The new clause pertaining to building inspections is being added to all leases with organizations who operate in Park Board facilities. As the Lessees are responsible for the maintenance of the buildings that they use, this requirement will ensure that the Board is aware of the condition of these facilities.

## SUMMARY

The Brock House Society has operated the facility in an effective and efficient manner and provides a needed service to the senior citizens of Vancouver.

Prepared by:  
Recreation Division  
Board of Parks and Recreation  
City of Vancouver  
AA/ab



## **BROCK HOUSE SOCIETY LEASE RENEWAL**

Board members received copies of a staff report dated December 23, 1998 recommending that the lease between the Park Board and the Brock House Society be renewed for a further five year term commencing February 1, 1998 with an additional clause added to the lease regarding maintenance.

Moved by Commissioner McDiarmid,

- THAT the lease between the Park Board and the Brock House Society be renewed for a further five-year term commencing February 1, 1998 and that the following clause be added to the lease:

The Lessee shall maintain the Premises in a sanitary, neat, tidy and safe condition and free from nuisance at all times and in good order, repair and condition to the satisfaction of the Landlord. The Lessee, at its own expense, shall contract with an accredited Building Inspection Service every two (2) years for a maintenance inspection to determine the condition of the Premises including the structure, mechanical and electrical elements and finishes inside and outside and prepare and submit a full report of such inspection to the Landlord. The first maintenance inspection and report shall be completed by January 31, 2000.

**CARRIED UNANIMOUSLY**

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## **NEW BUSINESS**

Commissioner Wilson advised the Board that it was important for the Board to see South East False Creek be turned over to parkland rather than housing. In order to achieve this goal a committee need to be established to work with the community.

Moved by Commissioner McDiarmid,

- A. THAT the Board establish a new committee for South East False Creek Park and,
- B. THAT Commissioner Duncan Wilson be appointed Chair of the South East False Creek Park Committee.

**CARRIED UNANIMOUSLY**

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## **INFORMATION ITEMS**

### **Approval of Warrants**

Warrant #55 in the amount of \$1,105,844.26 (US \$938.11, Cdn. \$1,104,906.15);  
Warrant #56 in the amount of \$206535.20; Warrant #57 in the amount of \$1,440,346.26.

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**Date: October 21, 2002**

**TO: Board Members - Parks and Recreation**

**FROM: General Manager - Parks and Recreation**

**SUBJECT: Brock House Society - Renewal of Agreement**

## RECOMMENDATION

- A. *That the Board enter into an Operating Agreement with the Brock House Society for a term of ten years from February 01, 2003 to January 31, 2013.***
- B. *That once the form of the agreement has been approved by the General Manager and the Director of Legal Services, that the General Manager be authorized to execute the document on behalf of the Board.***

## BACKGROUND

The Brock House Society was first granted a lease for the operation of Brock House as an Activity Centre for Seniors in 1977. It is this year celebrating its 25<sup>th</sup> Anniversary. More than 2400 seniors coming from all areas of Vancouver, are members of the Society.

Brock House also has a food service facility that supports Seniors' programming during the day and serves as a restaurant open to the public in the evening and on weekends. Funds from this operation help support the activities and events at the Seniors' Centre.. The Society has contracted an operator for the restaurant since 1978.

The Society's previous agreement was in the form of a lease with the Park Board. However the Law Department has advised the Board that an Operating Agreement is the most appropriate legal vehicle to support both the Board and the Society's interests. Under the agreement the Society is responsible for complete operation and maintenance of the facility. In 2002 the Society spent \$35,000 to repair the roof.

The Society has continued to expand the programs, activities and events for seniors at Brock House while at the same time they have continued to enhance this heritage structure. In 1982, the Park Board took over the maintenance of the grounds around the building.

## DISCUSSION

The Brock House Society has a long standing commitment to providing quality seniors' activities for the community. Their members continue to support the ongoing restoration and upgrading of this heritage facility as well as the programming at no cost to the Park Board.



The request from the Society for an agreement for another ten years will allow the Society to be confident in its tenure at the site and it will allow them to plan for larger scale maintenance projects over the length of the agreement. A long term maintenance plan (10 - 20 years) has been developed that will address both repairs and heritage restoration projects.

The Board has had a positive relationship with the Society and its staff over the organization's life and are confident in their capabilities to manage and operate the Brock House for seniors in Vancouver.

The agreement will include terms and conditions similar to those in the previous lease such as:

- the length of the agreement
- the rental fee of \$1.00 per year
- the use of the facility as an activity centre for seniors
- insurance and indemnification requirements
- responsibilities of the Society to maintain, repair and pay all operating costs for the facility
- the ability to use the facility for a food service operation
- termination of the agreement in the event of various situations such as bankruptcy, destruction of the facility etc.

Staff are recommending that the Board enter into a ten year operating agreement with the Brock House Society from February 1, 2003 until January 31, 2013.

## SUMMARY

The Brock House Society has had an agreement with the Park Board to operate and maintain the Brock House as a Senior's Activity Centre for the last twenty five years. The current agreement expires on February 1, 2003. The Society has fulfilled its mandate successfully and the program continues to support seniors in Vancouver.

Staff are recommending that the Board approve a ten year agreement with the Brock House Society with similar terms and conditions to the previous lease agreement.

Prepared by:  
Planning and Operations  
Board of Parks & Recreation  
Vancouver, B.C.

LMc

*Board - Feb 15/93*

Date: February 11, 1993

RE: BROCK HOUSE LEASE RENEWAL

**RECOMMENDATIONS**

1. *THAT the Board grant a new lease to the Brock House Society on the following terms and conditions:*
  - a) *The term of the lease to be five years commencing February 1, 1993,*
  - b) *The rent to be \$1.00 per year,*
  - c) *A financial statement to be submitted annually,*
  - d) *All other terms and conditions to the satisfaction of the General Manager and the Director of Legal Services.*
2. *THAT no legal rights shall be created by the passage of these resolutions and none shall arise hereafter except by the signing of the contemplated lease.*

**BACKGROUND**

Since 1978 the Brock House Society has operated the Brock House facility as an activity centre for senior citizens. The current lease between the Board and the Brock House Society expires on January 31, 1993. The Society has requested a renewal of this lease on the same terms and conditions as the current lease. The Society initially requested a 10 year lease as they anticipate some significant maintenance expenditures in the next few years. However, it is the practice of the Board to limit nominal leases to a five year term. Recognizing the good relations between the Board and the Society, the lessee is reasonably satisfied with the five year term.

**DISCUSSION**

The current lease has a five year term and rent of \$1.00 per year is charged. The substantive conditions in the lease are:

1. The facility is to be used as an activity centre for senior citizens.

2. A restaurant may be operated in the facility.
3. Maintenance of the building is the responsibility of the Society.
4. The Society will take on a comprehensive public liability insurance policy upon terms and conditions satisfactory to the City.
5. No alterations to the building can be made without the consent of the Board.

This report recommends that the renewed lease contain a requirement that the Society submit an annual financial statement to the Board. This is a standard clause in recent Board leases. No other substantive changes in the lease are recommended.

#### JUSTIFICATION

The Brock House Society has operated the Brock House facility in an effective and efficient manner and provides a high quality and needed service to the senior citizens of Vancouver.

Prepared by:  
Recreation Division  
Board of Parks and Recreation

JG:sg



THIS LEASE made as of the 1st day of February, 1988, in pursuance of the "Land Transfer Form Act, Part 2".

BETWEEN:

CITY OF VANCOUVER (Board of Parks and Recreation) of 2099 Beach Avenue, Vancouver, British Columbia, V6G 1Z4,

(hereinafter sometimes called the "City")

OF THE FIRST PART

AND:

BROCK HOUSE SOCIETY, a society incorporated under the laws of the Province of British Columbia, with offices at 3875 Point Grey Road, Vancouver, British Columbia,

(hereinafter called the "Lessee")

OF THE SECOND PART

WHEREAS:

A. The City is the registered owner of those lands and premises situate, lying and being in the City of Vancouver, Province of British Columbia more particularly known described as:

Lots 12, 13 and 14  
East part of District Lot 448  
Plan 1153

(hereinafter called the "Lands");

B. Situate on the Lands is a building commonly known as the Brock House (hereinafter called the "Building");

C. The Lands and Building are hereinafter collectively called the "Demised Premises";

D. The Lessee has requested the City to grant a lease of the Demised Premises to the Lessee.

NOW THEREFORE THIS LEASE WITNESSES THAT in consideration of the rents and covenants and mutual agreements hereinafter set forth, the parties hereto hereby covenant and agree as follows:

#### DEMISE

1. The City, subject to the terms, covenants and conditions hereof, hereby leases and demises the Demised Premises to the Lessee.

### TERM

2. To have and to hold the Demised Premises for and during the term commencing on the 1st day of February, 1988 and continuing until and including 11:59 p.m. on the 31st day of January, 1993.

3. The Lessee shall pay during the term rent in the sum of One Dollar (\$1.00) per annum, and the entire rent for term in the sum of Five Dollars (\$5.00) shall be paid in advance upon the execution of this lease.

The Lessee shall pay as additional rent the estimated cost of fire insurance carried by the City in respect of the Demised Premises. The said additional rent is to be paid annually in advance upon execution of this lease and on the 1st day of February in each and every calendar year of the term of this lease. The said insurance premium shall be prepaid to the City's Supervisor of Properties, whose calculation of such estimated cost of fire insurance shall be final and binding on the Lessee.

### USE

4. The Lessee shall use the Demised Premises only for the ~~purposes of operation of the Demised Premises as an activity centre~~ for the use and benefit of senior citizens, provided that a restaurant may be operated but only to the extent permitted by the by-laws of the City and provided further that the Lessee will not suffer or permit any business or activity on the Demised Premises deemed by the City to be a nuisance and will comply with all by-laws and regulations of the City and of the City's Board of Parks and Recreation (hereinafter called the "Board") and all uses permitted above shall at all times be subject to the approval of the Board's General Manager (hereinafter called the "General Manager").

### REPAIRS

5. The Lessee will throughout the term and any extensions thereof clean, maintain and repair and keep in repair in a good and substantial manner the Demised Premises when, where and so often as would a prudent owner and in all cases to the satisfaction of the General Manager, and the Lessee will repair any and all damage caused by the Lessee, or its heirs, successors, executors, administrators, servants, employees, agents, independent contractors and licensees to the Demised Premises and all additions and alterations thereto and all chattels and fixtures thereon or now or hereafter erected or placed in

or on the Demised Premises in a good, tenantlike manner in accordance with the covenants, terms and conditions of this lease, provided that the Board shall cause the grounds to be maintained at its own cost and to a standard the Board, in its sole discretion, deems advisable. The Lessee hereby grants to the City, the Board, and their respective workmen, subcontracts, licensees and employees the right to enter the Demised Premises, with or without equipment and vehicles, to effect such ground maintenance.

#### INSPECTIONS

6. The City and the Board and its or their employees, agents or independent contractors may at all reasonable times during the term hereby granted enter into and upon the Demised Premises to examine the conditions thereof. All wants of reparation, cleaning or maintenance which upon such views may be found which the Lessee is liable to remedy and for the doing of which notice in writing has been given to the Lessee, shall within 30 days next after every such notice, be well and sufficiently repaired and made good accordingly by the Lessee.

7. The Lessee will at the expiration or sooner determination of the term hereby granted peaceably surrender and yield up under the City the Demised Premises and appurtenances, together with all Buildings, structures and fixtures now or hereafter erected thereon in good and substantial repair and condition in all respects, except only for damage the Lessee is not made liable to repair by virtue of this lease.

Provided that the City shall have the option of purchasing any and all trade fixtures, chattels and equipment at the expiration or sooner determination of the term hereby granted, or 120 days before or after such expiration or determination, at a price equal to the depreciated fair market value, as calculated by the City, of such of the same as the City wishes to purchase. Any of the same not purchased by the City shall be removed from the Demised Premises by the Lessee at its own cost within 30 days following notice from the General Manager to do so. The City may assign all or any part of this option. The consideration for this option, which option is separate and apart from this lease even though contained in this lease document, is the agreement by the City to cause the General Manager to sign this lease.

8. If the Lessee fails to clean, maintain or repair the Demised Premises or to clean, maintain or repair or replace any chattels or fixtures thereon or therein as required under the terms of this lease, the City or the Board or its or their employees, agents or



independent contractors may at the option of the City enter into and upon the Demised Premises and execute such repairs and the costs and expenses incurred in effecting such repairs will be a debt due from the Lessee to the City and will forthwith be recoverable by action, provided that such entry will not constitute a re-entry by the City for breach of covenant and that the remedy given by this paragraph is in addition to and not in substitution for the other remedies which the City has for breach of covenant and further provided that the Lessee will not be entitled to compensation for any inconvenience, nuisance, discomfort or damage occasioned by the exercise of the City's rights granted by this paragraph.

#### ASSIGNMENT AND SUBLETTING

9. The Lessee will not sublet the Demised Premises or assign this lease or any part of this lease or mortgage this lease, or part with possession of all or any part of the Demised Premises without having first obtained the written consent of the City, which consent may be arbitrarily and unreasonably withheld, provided that the Lessee is hereby specifically authorized to allow senior citizens to utilize the Demised Premises provided that the activities of such senior citizens are in conformity with the uses allowed hereby.

#### RE-ENTRY

10. Proviso for re-entry by the City on non-payment of rent or any additional rent payment, or non-performance of any covenant.

#### QUIET ENJOYMENT

11. Subject to the Lessee's full and faithful observing and performing of all the terms, covenants and conditions contained in this lease document, the City covenants with the Lessee for quiet enjoyment.

12. The Lessee covenants with the City that if the term hereby granted shall be at any time seized or taken in execution or attached by any creditor or creditors of the Lessee, or its assigns, or if the Lessee or its assigns shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvency, shall take the benefit of any act that may be in force for bankrupt or insolvency debtors, the term hereby granted shall immediately become forfeited, and the said term shall immediately cease and determine and become forfeited and void and this lease thereupon shall ipso facto be null and void and no further force or effect either at law or in equity save and except and in respect of any monies due or owing by the Lessee to the



City at such time, save as to the option to purchase given to the City under clause 7 hereof, and save for remedies available to the City as a result of a breach of any covenant, term or condition herein contained that would be allowed the City if not for such termination and forfeiture.

#### INDEMNITY

13. The Lessee covenants with the City that it will indemnify and save harmless the City for and from all costs, loss, damages, deductibles under any of the City's insurance policies, builders' liens, compensation and expenses suffered by the City and sustained or caused by the Lessee's occupation or possession of the Demised Premises, or caused by anything done or suffered to be done or not done by the Lessee in or on or associated with the Demised Premises and for and from damage or destruction caused to the Demised Premises during the term hereof but only to the extent of the deductible portion of any of the City's insurance policies, and from all claims and demands against the City on account of, or in respect of, the Demised Premises or of any occupation or possession thereof.

14. It is understood, covenanted and agreed that any building, structure or other like improvement, or improvements now on the Demised Premises or hereafter constructed or placed thereon during the currency hereof are and shall be the property of the City.

#### INSURANCE

15. (a) The Lessee shall forthwith at its own expense take out a comprehensive public liability insurance policy and will keep the same in force throughout the term hereby granted and any extension or renewal hereof. The policy will be effected with insurers and upon terms and conditions satisfactory to the City. The policy will name the City and the Board and the Lessee as co-insureds thereunder and will protect the City and the Board and the Lessee and their employees, agents and contractors against all claims for all damage, sickness or injury including death to any person or persons and for damage to any public or private property caused by any act or omission on the part of the Lessee, the City, the Board or their employees, officers, agents or independent contractors, whether or not on account of negligence. The amount of such insurance will not be less than Two Million Dollars (\$2,000,000). The Lessee will deliver to the City the original or certified copy of the insurance policy for the time being in force and any extensions or renewals thereof and the Lessee will also deliver to the City receipts or other evidence satisfactory to

the City that the premiums and other amounts due in respect to this insurance have been paid. Such insurance shall contain a cross liability or severability of interest clause.

(b) At all times the Lessee at its own expense shall maintain with one or more companies duly authorized to carry on business in the Province of British Columbia insurance on fixed property of every description and kind owned by the Lessee and which is located on the Demised Premises, including without limitation furniture, fittings, fixtures and trade fixtures in an amount not less than ninety percent (90%) of the full replacement cost with coverage against the perils of fire and water damage from sprinkler leakage, earthquake, and sewer or storm drain back up, up to the extent that they are included in extended coverage insuring clauses recently available to the Lessee, provided that the Lessee shall not be required to insure against risks insured under the provisions of sub-paragraph (e) below set forth.

(c) The Lessee shall at all times at its own expense maintain with one or more companies duly authorized to carry on business in the Province of British Columbia legal liability insurance and insurance to cover the Lessee's indemnity obligations under this lease.

(d) The City shall ensure the Building against fire damage and perils comprised in standard extended coverage on a replacement cost basis. Such insurance will be subject to a deductible provision whereby the indemnity payable under the said insurance is limited to a deductible greater than the sum of \$25,000.00. If the amount of such deductible increases during the term of this lease or any renewal from the said sum of \$25,000, the City shall give notice of such change to the Lessee.

(e) If the Building is damaged by fire or by one or more of the other perils insured against by the City and if the City elects not to repair all of such damage or if such damage cannot reasonably be repaired, then the City shall pay to the Lessee from the proceeds of the said insurance received by it, provided that this lease is in all respects in good standing with regard to the covenants, provisos and conditions of this lease, that portion of the said insurance proceeds as the City shall determine is a fair indemnity to the Lessee on the damage to improvements, after taking into account depreciation, constructed by the Lessee at its own cost but which by operation of law are deemed to be the property of the City. In the event that the parties disagree as to the amount of such fair indemnity the amount shall be determined by the council of the City whose decision shall be conclusive and binding on the Lessee.



16. Notwithstanding anything to the contrary in this lease contained, if the Building or the Demised Premises shall be damaged by fire or any other peril insured against by the City or the Board, the City or the Board may, but need not, repair the Building and any costs of repairs undertaken at the request of or with the consent of the Lessee in excess of any sum received by the City or the Board and payable by any insurers shall be paid by the Lessee. Notwithstanding any other provision of this lease save for clause 18, and provided the City has valid and applicable insurance coverage with respect to the damage in this sentence hereinafter mentioned, the Lessee shall not be liable to the City for damage in excess of the deductible caused by the negligence or fault of the Lessee, its members, employees, or guests.

17. If the Lessee fails to insure as herein provided or if the Lessee fails to provide the City with satisfactory evidence of insurance or of payment of the premiums, the City may from time to time effect such insurance for the benefit of the City, the Board and the Lessee for the then balance of the term hereby demised and any extension hereof and for any lesser period and any premiums or other sums paid by the City for this purpose will be recoverable from the Lessee forthwith upon notice being given to the Lessee that the City has made these payments and such sums shall constitute rent.

#### LIABILITY

18. If the Demised Premises are damaged by any risk insured against by the City and if such damage was in whole or in part caused by the negligence of the Lessee, its agents, employees, permittees, invitees or independent contractors, then the Lessee shall indemnify the City for any deductible portion of the City's insurance policy expended by the City and whether or not the City rebuilds or repairs such damage.

#### PROTECTION OF CITY'S RIGHT TO INDEMNITY FROM INSURERS

19. The Lessee will not bring onto the Demised Premises nor will the Lessee cause, suffer or permit to be brought onto the Demised Premises any material, equipment or thing which would enable the City's insurers to resist payment under insurance policies effected by the City from time to time on or with respect to the Demised Premises, nor will the Lessee carry on, cause, suffer or permit to be carried on, on or with respect to the Demised Premises, any activity which



would enable the City's insurers from time to time to resist payment under insurance policies and will not permit the Demised Premises to remain unoccupied for a period exceeding three (3) days.

20. In the event that a loss occurs to or in respect of the Demised Premises for which the City wishes to seek indemnity under any policy of insurance, the Lessee will co-operate fully with the City and the City's insurers and will render reasonable assistance for preparing proofs of loss and in permitting inspections of the Demised Premises.

#### ALTERATIONS

21. The Lessee shall not make any changes or renovations or alterations to the Building, including decorations, or to the Demised Premises, without first having obtained the written consent of the General Manager, which may be arbitrarily and unreasonably withheld.

#### LESSEE TO GIVE NOTICE OF DAMAGE OR NEED FOR REPAIR

22. The Lessee will forthwith notify the City of any damage to the Demised Premises or any state of disrepair forthwith after the same occurs or exists.

#### SHOWING PREMISES

23. The City may at all reasonable hours exhibit the Demised Premises during the last three (3) months of the term hereof to any prospective tenant.

24. In this clause 24, "Prime Rate" means the floating annual percentage rate of interest established from time to time by the Bank of Montreal, Head Office, 595 Burrard Street, Vancouver, British Columbia, 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. Interest will be payable on amounts overdue from time to time hereunder at the Prime Rate plus 3% per annum calculated monthly, not in advance, from the date due until paid; PROVIDED THAT if a Court declares or holds the Prime Rate to be void or unenforceable by reason of uncertainty, then the rate of interest payable on amounts overdue from time to time hereunder shall be 25% per annum calculated monthly, not in advance, from the date due until paid.

25. Notwithstanding anything to the contrary herein contained, if the Demised Premises become part of a permanent public park within the meaning of section 490 of the Vancouver Charter, S.B.C. 1953, C. 55, as amended, and thereafter ceases to be part of such a permanent public park, or if the Demised Premises are presently part of a permanent park as aforesaid and cease so to be, then this lease shall be terminable immediately at the option of the City but all obligations of the Lessee up to the date of any such termination shall survive such termination. All required adjustments will be made as of the date of such termination.

#### UTILITIES

26. The Lessee shall pay all expenses and charges on account of telephone, electricity, heating, water, garbage collection and all other utility charges and all janitorial and all other operating and maintenance expenses normally incurred in the operation of a building or equipment.

#### AUDITED FINANCIAL STATEMENTS

27. The Lessee shall, within 90 days of the end of each fiscal year, submit to the City an audited Financial Statement consisting of at least a balance sheet, Statement of Profit and Loss and Statement of Source and Application of Funds.

#### DEFAULT

28. Should the Lessee make default in the payment of rent or any part thereof under this lease or should the Lessee make default in the performance or observance of any covenant, term or condition herein contained and should such default continue for fifteen (15) days after notice thereof by the City, then in any such events the City shall have the right to terminate the term hereby granted and may lawfully enter into and upon the Demised Premises or any part thereof in the name of the whole, re-enter and the same to have again, repossess and enjoy as of its former estate.

29. The City shall not be obligated to deliver this Lease in registerable form and the Lessee agrees not to attempt to register this Lease in any Land Title Office.

30. The authorities agree that if the Lessee shall hold over after the expiration of the term hereby granted, or any renewal hereof, the new tenancy thereby created shall be a tenancy from month



to month and not from year to year and shall be subject to all the covenants and conditions herein contained so far as may be applicable to a tenancy from month to month and shall be determinable by one month notice in writing by either party.

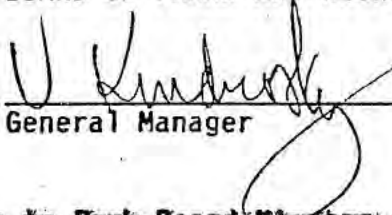
31. This lease, and all the terms, covenants, contracts, conditions, provisos, agreements and stipulations herein contained shall enure to the benefit of and be binding upon the City, its successors and assigns, upon the Lessee, and its permitted successors and assigns, the same as if all necessary words are written in all necessary and proper places; and the word "City" shall be deemed at all times to include the successors and assigns of the City; and the word "Lessee" shall be deemed at all times to include the permitted successors and assigns of the Lessee.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed as of the day and year first above written.

CITY OF VANCOUVER

BY: BOARD OF PARKS AND RECREATION

by:

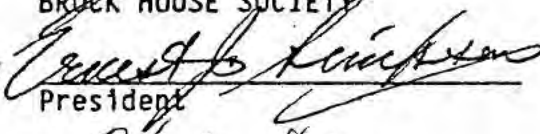
  
General Manager

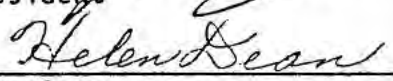
C/S

Refer to Park Board Minutes of  
February 1, 1988.

BROCK HOUSE SOCIETY

by:

  
President

  
Secretary

C/S





LAND TITLE ACT

FORM 6

(Section 46)

PROOF OF EXECUTION BY CORPORATION

I certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 1988 at  
\_\_\_\_\_, in the Province of British Columbia

\*(whose identity has been proved by the evidence on oath of \_\_\_\_\_ who is)  
(State full name, address and occupation)

personally known to me, appeared before me and acknowledged to me that  
he/she is the authorized signatory of CITY OF VANCOUVER by its  
BOARD OF PARKS AND RECREATION and that he/she is the person who  
subscribed his/her name and affixed the seal of the corporation to the  
instrument, that he/she was authorized to subscribe his/her name and  
affix the seal to it, +(and that the corporation existed at the date  
the instrument was executed by the corporation.)

In testimony of which I set my hand and seal of office at  
\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 1988.

# \_\_\_\_\_  
A Commissioner for Taking Affidavits  
for British Columbia

A Notary Public in and for the  
Province of

- \* Where the person making the acknowledgment is personally known to the officer taking it, strike out the words in brackets.
- + These words in brackets may be added, if the applicant wishes the registrar to exercise his discretion under section 162(5) not to call for further evidence of the existence of the corporation.
- # Write name and qualifications under section 48, e.g.  
A Commissioner for Taking Affidavits for British Columbia.

LAND TITLE ACT

FORM 6

(Section 46)

PROOF OF EXECUTION BY CORPORATION

I certify that on the 6<sup>th</sup> day of April, 1988 at  
Vancouver, in the Province of British Columbia  
Kernest J. Simpson  
~~\*(whose identity has been proved by the evidence on oath of~~  
who is)  
(State full name, address and occupation)

personally known to me, appeared before me and acknowledged to me that  
he/she is the authorized signatory of BROCK HOUSE SOCIETY  
and that he/she is the person who  
subscribed his/her name and affixed the seal of the corporation to the  
instrument, that he/she was authorized to subscribe his/her name and  
affix the seal to it, +(and that the corporation existed at the date  
the instrument was executed by the corporation.)

In testimony of which I set my hand and seal of office at  
Vancouver BC this 6<sup>th</sup> day of April, 1988.

# [Signature]  
A Commissioner for Taking Affidavits  
for British Columbia

~~A Notary Public in and for the  
Province of~~

- \* Where the person making the acknowledgment is personally known to the officer taking it, strike out the words in brackets.
- + These words in brackets may be added, if the applicant wishes the registrar to exercise his discretion under section 162(5) not to call for further evidence of the existence of the corporation.
- # Write name and qualifications under section 48, e.g.  
A Commissioner for Taking Affidavits for British Columbia.

City of Vancouver



Inter-Office Correspondence

BOARD OF PARKS  
& RECREATION

REG. NO. 1547  
REFER TO P. Josephs  
SEP 9 1993

LAW DEPARTMENT

RELEASED FOR \_\_\_\_\_  
File No. 3234C25  
FILING BY \_\_\_\_\_  
DATE \_\_\_\_\_

MEMO TO: A.W. Breakwell, Acting General Manager  
Board of Parks and Recreation


FROM: Celeste Curran, Solicitor

DATE: September 7, 1993

SUBJECT: Lease to Brock House Society (the "Society") - Lot E,  
District Lot 448, Plan 22608

We enclose an original executed copy of the Lease with respect to the above-noted matter for your records.

  
Celeste Curran  
/kos  
Enc.

Copy to  
✓ A. Argent  
Original in  
lease file 





THIS AGREEMENT made as of the 1st day of February, 1993,

BETWEEN:

CITY OF VANCOUVER, a municipal corporation,  
as represented by its  
BOARD OF PARKS AND RECREATION,  
with offices at  
2099 Beach Avenue,  
in the City of Vancouver, in the  
Province of British Columbia,  
V6G 1Z4

(the "Lessor")

AND:

BROCK HOUSE SOCIETY,  
a society duly incorporated under the  
laws of the Province of British Columbia,  
having an office at 3875 Point Grey Road,  
in the City of Vancouver, in the  
Province of British Columbia,  
V6R 1B3

(the "Lessee")

Premises:

Those lands and premises located in the City of Vancouver,  
Province of British Columbia, more particularly known and  
described as:

Parcel Identifier: 016-622-430  
Lot E  
District Lot 448  
Plan 22608

together with the building situate thereon, which building is  
commonly known as Brock House

Term:

Five (5) years from February 1, 1993 to January 31, 1998

Rent:

One Dollar (\$1.00) per annum

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WITNESSES THAT WHEREAS:

A. The Lessor is the owner of all and singular those lands and premises situate in the City of Vancouver, in the Province of British Columbia, more particularly known and described as:

Parcel Identifier: 016-622-430  
Lot E  
District Lot 448  
Plan 22608

which lands and premises are hereinafter called the "Lands";

B. The Lessor is the owner of the building situate on the Lands (hereinafter called the "Building") which building is commonly known as the Brock House;

C. The Lands and the Building are hereinafter collectively called the "premises";

D. By lease made as of the 1st day of February, 1988 the Lessor leased the premises to the Lessee for a term of five (5) years;

E. The Lessee desires to continue in occupation of the premises and has requested that the Lessor lease the premises unto the Lessee as hereinafter provided;

F. The Lessor at its meeting the 15th day of February, 1993, has agreed to lease the premises unto the Lessee, to have and to hold the premises upon 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 Lessee to be paid, observed and performed, the Lessor by these presents does demise and lease the premises unto the Lessee and the Lessee does hereby take and rent the premises upon and subject to the conditions set out hereunder.

ARTICLE I

Section 1.01 Term

In consideration of the rents, covenants and conditions herein on the part of the Lessee to be performed and observed, the Lessor hereby leases the premises to the Lessee to have and to hold the same for and during the term of five (5) years commencing on the 1st day of February, 1993 and expiring at 11:59 p.m. on the 31st day of January, 1998.

### Section 1.02 Rent

Yielding and paying therefor annual rent of one dollar (\$1.00) payable in advance yearly.

### Section 1.03 Payments Generally

All payments by the Lessee to the Lessor of whatsoever nature required or contemplated by this lease shall be :

- (a) paid to the Lessor by the Lessee in lawful currency of Canada;
- (b) made when due hereunder, without prior demand therefor and without any setoff, compensation or deduction whatsoever at the office of the Lessor's Manager of Real Estate and Housing specified in section 11.01 or such other place as the Lessor may designate from time to time to the Lessee;
- (c) applied towards amounts then outstanding hereunder, in such manner as the Lessor may see fit; and
- (d) deemed to be rent, in partial consideration for which this lease has been entered into, and shall be payable and recoverable as rent, such that the Lessor shall have all rights and remedies against the Lessee for default in making any such payment which may not be expressly designated as rent as the Lessor has for default in payment rent.

### Section 1.04 Utilities

All charges, rates and levies on account of utilities including heat, electricity, gas, water, garbage collection, janitorial services, telephone and cablevision and all other expenses and outgoings relating to the premises in its operation shall be wholly on the account of the Lessee.

### Section 1.05 Use of Premises

It is a condition hereof and the Lessee expressly promises and agrees that the premises shall only be used for an activity centre for the use and benefit of senior citizens provided that a restaurant may be operated, but only to the extent permitted by the by-laws of the City of Vancouver and provided further that the Lessee will not suffer or permit any business or activity on the premises deemed by the Lessor to be a nuisance and shall comply with all by-laws and regulations of the City of Vancouver and of the Lessor's Board of Parks and Recreation and all uses permitted above shall at all times be subject to the approval of the Lessor's General Manager of its Board of Parks and Recreation.

#### Section 1.06 Interest on Arrears

Whenever and so long as the rent or any other amounts payable hereunder by the Lessee to the Lessor shall be in arrears, such amounts shall bear interest at the rate of three per cent (3%) per annum above the "prime rate" (hereinafter defined), per annum calculated monthly in advance, from the date due until paid irrespective of whether or not the Lessor demanded payment. In this clause, "prime rate" means the floating annual percentage rate of interest established from time to time by the Bank of Montreal, 595 Burrard Street, Vancouver, British Columbia 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; provided that if a court declares or holds the prime rate to be void or unenforceable for any reason including uncertainty, then the rate of interest payable on amounts in arrears hereunder shall be fourteen per cent (14%) per annum calculated monthly not in advance from the date due until paid. The Lessor shall have all the remedies for the collection of such interest as in the case of rent in arrears, but this provision for interest shall not prejudice or affect any other remedy of the Lessor under this lease.

#### Section 1.07 Financial Statements

The Lessee shall, within ninety (90) days of the end of each fiscal year, submit to the Lessor an audited Financial Statement consisting of at least a balance sheet, Statement of Profit and Loss and Statement of Source and Application of Funds.

#### Section 1.08 Annual Report

At the time of filing its annual report with the Registrar of Companies as required by the Society Act, R.S.B.C. 1979, Chapter 390, as amended or substituted from time to time, a true copy of this report shall be delivered to the Lessor.

### ARTICLE II

#### Section 2.01 No Warranties

The Lessee agrees that the Lessor has made no representations or warranties as to the state of repair of the premises or the suitability of the premises for any business, activity or purpose whatever.

#### Section 2.02 No Damage

The Lessee shall not suffer, cause nor permit any damage or injury to the premises.



### Section 2.03 Snow off Sidewalks

The Lessee covenants that it will keep adjacent sidewalks clear of snow and ice to comply with the requirements of the Street and Traffic By-law, and amendments thereto and re-enactments thereof, of the City of Vancouver and that it will indemnify and save harmless the Lessor from all costs, loss, damages, compensation and expenses suffered by the Lessor and sustained or caused by the Lessee's failure to remove snow and ice from the sidewalks. PROVIDED THAT if the Lessee does not remove snow and ice as required by the Street and Traffic By-law, the Lessor may, but is not obligated to, clear the sidewalks and the cost of such removal shall be paid by the Lessee to the Lessor.

### Section 2.04 Renovations

The Lessee shall not carry out or cause to be carried out any additions, renovations or alterations to the premises or redecorations of the premises without the prior written consent of the Lessor, which consent the Lessor may arbitrarily withhold, and in the giving of such consent the Lessor may attach whatever conditions, directions, stipulations, prohibitions or deadlines as it deems appropriate and the same shall be conditions of this lease. All such works shall be wholly at the expense of the Lessee but shall be the absolute property of the Lessor except to the extent that the same may reasonably be categorized as trade fixtures.

### Section 2.05 Maintenance

The Lessee shall maintain the premises in a sanitary, neat, tidy and safe condition and free from nuisance at all times.

### Section 2.06 Repairs

The Lessee shall keep and maintain the premises in good repair as would a reasonable and prudent owner of such premises and in all cases to the satisfaction of the Lessor and the Lessor shall have access to the premises for purpose of inspection during normal business hours and the Lessee shall repair according to notice. If the Lessee shall fail promptly to commence repairs and diligently prosecute same to completion after receipt of notice from the Lessor requiring repairs, then the Lessor may carry out or cause to be carried out such repairs, the costs of which shall be payable by the Lessee as additional rent, and the Lessor and its servants, agents, contractors and subcontractors shall not be liable to the Lessee for any inconvenience, annoyance, disruption, loss of income or liability suffered or incurred by the Lessee by reason of the Lessor effecting such repairs unless the same is caused by or contributed to by negligence on the part of the Lessor, its servants or agents.

## Section 2.07 Liens and Encumbrances

In connection with the making, erection, installation or alteration of any work or installations made by or for the Lessee in the premises, the Lessee shall comply with all the provisions of the Builders Lien Act, R.S.B.C. 1979, Chapter 40, as amended or substituted from time to time, and other statutes from time to time applicable thereto (including any provision requiring or enabling the retention of portions of any sums payable by way of hold-backs) and, pursuant to such Act or such other statutes, shall post and maintain written notice in at least two conspicuous places within the premises, stating that the Lessor will not be responsible for the improvements. The Lessee will not create any mortgage, conditional sale agreement or other encumbrance in respect of any of its leasehold improvements or trade fixtures or permit any such mortgage, conditional sale agreement or other encumbrance to attach to the premises.

If and whenever any builders lien or other lien for work, labour, services or materials supplied to or for the Lessee or for the cost of which the Lessee may be in any way liable, or claims therefor shall arise or be filed or any such mortgage, conditional sale agreement or other encumbrance shall attach, the Lessee shall within fifteen (15) days after receipt of notice thereof procure the discharge thereof, including any lis pendens registered in respect of any lien, by payment or giving security or in such other manner as may be required or permitted by law. This section shall not prevent the Lessee mortgaging or encumbering its chattels, furniture or equipment which are not fixtures.

## ARTICLE III

### Section 3.01 Limitation of Liability

The Lessor and its agents, servants, contractors and employees, or any of them, shall not be responsible in any way for:

- (a) any personal injury, death or consequential damage of any nature whatsoever, however caused, that may be suffered or sustained by the Lessee or by any other person who may be in or about the premises; or
- (b) any loss or damage of any nature whatsoever, however caused, to the premises, any property belonging to the Lessee or to any other person while such property is in or about the premises,

whether in the course of the performance of the Lessor's obligations under this lease or otherwise, unless resulting from the negligence of the Lessor.

### Section 3.02 Exclusion of Liability

Notwithstanding section 3.01, the Lessor, and its agents, servants, and employees, or any of the, shall not, under any circumstances including circumstances involving negligence of the Lessor or any of its agents, servants, contractors or employees, be liable or responsible in any way for:

- (a) any personal injury, death or consequential damage of any nature whatsoever, that may be suffered or sustained by the Lessee or by any other person who may be in or about the premises, or any loss or damage of any nature whatsoever to the premises or to any property belonging to the Lessor or to any other person while such property is in or about the premises,
  - (i) caused by failure, by reason of breakdown or other cause, to supply adequate drainage, or by interruptions of any utility or other services, or by steam, water, rain, snow, or other substances leaking, entering, issuing or flowing onto or into any part of the premises;
  - (ii) however caused, if the Lessor, its agents, servants, contractors or employees enter upon the premises in the case of an emergency; or
- (b) any loss or damage of any nature whatsoever, however caused, to books, records, files, money, securities, negotiable instruments, papers or other valuables of the Lessee;
- (c) any business, economic or indirect loss or damage suffered or sustained by the Lessee of any nature whatsoever, however caused; or
- (d) any loss against which the Lessee is obligated to insure against hereunder or has insured against.

### Section 3.03 Indemnification

The Lessee agrees to indemnify and save harmless the Lessor in respect of all claims for bodily injury or death, property damage or other loss or damage arising from the conduct of any work by, or any act or omission of, or relating to or arising from or that would not or could not have occurred but for the occupation or possession of the premises by the Lessee or any assignee, subtenant, agent, employee, contractor, invitee or licensee of the Lessee, and in respect of all costs, expenses and liabilities incurred by the Lessor in connection with or arising out of all such claims, including the expenses of any action or legal proceeding pertaining thereto and the liabilities or obligations incurred or sustained by or imposed upon the Lessor to or in respect of any of its agents, servants, contractors or employees, and in respect of any loss, cost, expense or damage suffered or incurred by the



Lessor arising from any breach by the Lessee of any of its covenants and obligations under this lease. Nothing that under the general law of suretyship would relieve an indemnitor shall relieve the Lessee of its obligations under this indemnity.

#### ARTICLE IV

##### Section 4.01 Comprehensive General Liability Insurance

The Lessee shall forthwith at its own expense take out a comprehensive public liability insurance policy and will keep the same in force throughout the term hereby granted and any extension or renewal hereof. The policy will be effected with insurers and upon terms and conditions satisfactory to the City. The policy will name the City and its Board of Parks and Recreation and the Lessee as co-insureds thereunder and will protect the City and its Board of Parks and Recreation and the Lessee and their employees, agents and contractors against all claims for all damage, sickness or injury including death to any person or persons and for damage to any public or private property caused by any act or omission on the part of the Lessee, the City, its Board of Parks and Recreation or their employees, officers, agents or independent contractors, whether or not on account of negligence. The amount of such insurance will not be less than Two Million Dollars (\$2,000,000.00). The Lessee will deliver to the City the original or certified copy of the insurance policy for the time being in force and any extensions or renewals thereof and the Lessee will also deliver to the City receipts or other evidence satisfactory to the City that the premiums and other amounts due in respect to this insurance have been paid. Such insurance shall contain a cross liability or severability of interest clause.

##### Section 4.02 Tenant's Legal Liability and Contents Insurance

At all times the Lessee at its own expense shall maintain with one or more companies duly authorized to carry on business in the Province of British Columbia insurance on fixed property of every description and kind owned by the Lessee and which is located on the premises, including without limitation furniture, fittings, fixtures and trade fixtures in an amount not less than ninety percent (90%) of the full replacement cost with coverage against the perils of fire and water damage from sprinkler leakage, earthquake, and sewer or storm drain back up, up to the extent that they are included in extended coverage insuring clauses recently available to the Lessee, provided that the Lessee shall not be required to insure against risks insured under the provisions of subparagraph 4.03(b) hereof.

The Lessee shall at all times at its own expense maintain with one or more companies duly authorized to carry on business in the Province of British Columbia legal liability insurance and insurance to cover the Lessee's indemnity obligations under this lease.

#### Section 4.03 Fire Insurance

- (a) The Lessor shall insure the Building against fire damage and perils comprised in standard extended coverage on a replacement cost basis. Such insurance will be subject to a deductible provision whereby the indemnity payable under the said insurance is limited to a deductible greater than the sum of twenty-five thousand dollars (\$25,000.00). If the amount of such deductible increases during the term of this lease or any renewal from the said sum of twenty-five thousand dollars (\$25,000.00), the Lessor shall give notice of such change to the Lessee. In lieu of the insurance described in this paragraph 4.03(a), the City reserves the option to self-insure such perils.
- (b) If the Building is damaged by fire or by one or more of the other perils insured against by the Lessor and if the Lessor elects not to repair all of such damage or if such damage cannot reasonably be repaired, then the Lessor shall pay to the Lessee from the proceeds of the said insurance received by it, provided that this lease is in all respects in good standing with regard to the covenants, provisos and conditions of this lease, that portion of the said insurance proceeds as the Lessor shall determine is a fair indemnity to the Lessee on the damage to improvements constructed by the Lessee at its own cost but which by operation of law are deemed to be the property of the Lessor. In the event that the parties disagree as to the amount of such fair indemnity the amount shall be determined by the Lessor whose decision shall be conclusive and binding on the Lessee.

#### Section 4.04 Liability

If the premises are damaged by any risk insured against by the Lessor and if such damage was in whole or in part caused by the negligence of the Lessee, its agents, employees, permittees, invitees or independent contractors, then the Lessee shall indemnify the Lessor for any deductible portion of the Lessor's insurance policy expended by the Lessor and whether or not the Lessor rebuilds or repairs such damage.

#### Section 4.05 Protection of Lessor's Right to Indemnify from Insurers

The Lessee will not bring onto the premises nor will the Lessee cause, suffer or permit to be brought onto the premises any material, equipment or thing which would enable the Lessor's insurers to resist payment under insurance policies effected by the Lessor from time to time on or with respect to the premises, nor will the Lessee carry on, cause, suffer or permit to be carried on, on or with respect to the premises, any activity which would enable the Lessor's insurers from time to time to resist payment under insurance policies and will not permit the premises to remain unoccupied for a period exceeding three (3) days.

#### Section 4.06 In Event of Loss

In the event that a loss occurs to or in respect of the premises for which the Lessor wishes to seek indemnity under any policy of insurance, the Lessee will co-operate fully with the Lessor and the Lessor's insurers and will render reasonable assistance for preparing proofs of loss and in permitting inspections of the premises.

#### Section 4.07 Lessee to Give Notice of Damage or Need for Repair

The Lessee will forthwith notify the Lessor of any damage to the premises or any state of disrepair forthwith after the same occurs or exists.

#### Section 4.08 Permanent Public Park

Notwithstanding anything to the contrary herein contained, if the premises become part of a permanent public park within the meaning of section 490 of the Vancouver Charter, S.B.C. 1953, Chapter 55, as amended, and thereafter ceases to be part of such a permanent public park, or if the premises are presently part of a permanent park as aforesaid and cease so to be, then this lease shall be terminable immediately at the option of the Lessor but all obligations of the Lessee up to the date of any such termination shall survive such termination. All required adjustments will be made as of the date of such termination.

### ARTICLE V

#### Section 5.01 Termination upon Destruction

In the event of substantial destruction of the premises or damage to the premises of an extent which cannot be repaired or restored within one hundred twenty (120) calendar days of commencement of restoration or repairs, either party may terminate this lease and the Lessee's liability for rent shall end as of the date of such damage or destruction but such termination shall not operate so as to relieve the Lessee of any liability arising from such damage or destruction. There shall be no compensation to the Lessee on account of such termination.

#### Section 5.02 Repair of Lessor Damage

In the event of damage to the premises of an extent that the premises or part or parts thereof are rendered untenable or convenient access to the premises cannot be had, then if such damage is capable of repair within ninety (90) calendar days of the commencement of such repair the Lessor shall commence repairs within thirty (30) calendar days of the occurrence of the damage. If the Lessor does not initiate repairs within the said thirty (30) calendar days, or having commenced repairs does not prosecute same to completion with reasonable dispatch, then the Lessee may give the Lessor fourteen (14) calendar days notice of the termination of this lease but such termination shall



not operate so as to relieve the Lessee of any liability arising from such damage. There shall be no compensation to the Lessee on account of such termination.

## ARTICLE VI

### Section 6.01 Assignment

The Lessee shall not assign its leasehold interest in the premises save and except upon the written consent of the Lessor, which consent may be arbitrarily withheld.

### Section 6.02 Subleasing

Save and except as provided in section 1.05, the Lessee shall not sublease, license, set over or otherwise part with possession of the premises or let any third party into possession of the premises save and except upon the written consent of the Lessor, which consent may be arbitrarily withheld.

### Section 6.03 Mortgage of Lease

Under no circumstances whatever may this lease be mortgaged.

## ARTICLE VII

### Section 7.01 Bankruptcy

If the term hereby granted or any of the goods or chattels of the Lessee are at any time seized or taken in execution by any creditor of the Lessee, or if the Lessee makes a general assignment for the benefit of creditors, or if the Lessee institutes proceedings to have the Lessee adjudicated as bankrupt or insolvent, or if the Lessee becomes the subject of bankruptcy or insolvency proceedings, or if a judgment, decree or order be entered by a court of competent jurisdiction adjudging the Lessee bankrupt or insolvent, or if the Lessee is unable to meet all debts as they fall due for a period of not less than three (3) months, or if the Lessee or its directors shall pass any resolution authorizing the dissolution or winding-up of the Lessee, or if a receiver, interim receiver, manager, receiver-manager, trustee or liquidator of all or any part of the Lessee's property shall be appointed or applied for by the Lessee or by one or more of the Lessee's creditors, then the Lessor shall be so notified and the then current rent plus an additional three (3) months current rent shall immediately become due and be paid and the Lessor may immediately claim the same together with any arrears of rent (including any amounts deemed to be rent under this lease) then unpaid and any other amounts owing to the Lessor by the Lessee under this lease, owing and at the option of the Lessor the term hereby granted is subject to termination forthwith. If the Lessee becomes defunct or amalgamates with any other body without obtaining the prior written consent of the Lessor or if a committee is appointed under the Patients Property Act, R.S.B.C. 1979, Chapter 313,

as amended or substituted from time to time, to lawfully deal with the Lessee's estate then at the option of the Lessor the term hereby granted shall forthwith terminate. If the Lessee surrenders up its certificate of incorporation or otherwise ceases to exist the term hereby granted terminates as of such surrender or dissolution. If the Lessee is a natural person, at any time after the Lessee's death the Lessor may terminate the term hereby granted upon sixty (60) days notice to any executor or administrator of his estate.

#### Section 7.02 Requirements re Alcohol

As a condition hereof the Lessee covenants that it shall not breach any of the policies of the Board of Parks and Recreation, City of Vancouver, concerning facilities situate on park land or any provisions of the Liquor Control and Licensing Act, R.S.B.C. 1979, Chapter 237 (the "Act"), as amended or substituted from time to time, and regulations made pursuant thereto. The Lessee agrees that the aforesaid policies are known to it and that any breach of such policies or the Act may, in the Lessor's absolute discretion, result in termination of this lease.

#### Section 7.03 Human Rights Act

As a condition hereof the Lessee covenants that, in both spirit and letter, it shall faithfully fulfill all provisions of the Human Rights Act S.B.C. 1979, Chapter 22, as amended or substituted from time to time, in the conduct of its affairs, the administration of the premises and otherwise.

### ARTICLE VIII

#### Section 8.01 Laws and By-laws

The Lessee covenants to promptly and faithfully observe and comply with all laws, by-laws and lawful orders which touch and concern the premises or the Lessee's activities within the premises.

#### Section 8.02 Quiet Enjoyment

Subject to the provisions of this lease, the Lessor covenants with the Lessee for quiet enjoyment.

#### Section 8.03 Performance of Covenants

The Lessee covenants with the Lessor to faithfully and promptly pay the rent and perform and observe its covenants herein.

#### Section 8.04 Lessor May Show Premises

At any time during the last twelve (12) months of the term, or if the Lessee is holding over, the Lessor may exhibit "for sale" and "for let" signs on the premises and may show the premises to prospective purchasers or tenants or their agents during normal business hours.

Section 8.05 No Registration of Lease

This lease shall not be registered in the Land Title Office.

ARTICLE IX

Section 9.01 Breach of Covenants

If and whenever:

- (a) any rent payment or any part thereof is not made on the day appointed for payment thereof; or
- (b) the Lessee is in default in the payment of any money, other than rent, required to be paid by the Lessee under the terms of this lease and such default continues for ten (10) days following any specific due date on which the Lessee is to make such payment or, in the absence of such specific due date, for ten (10) days following notice requiring the Lessee to pay the same; or
- (c) the Lessee defaults in performing or observing any of the provisions of this lease other than those requiring payment of money to the Lessor and such default continues for a period of twenty (20) days after notice thereof to the Lessee, except for a default which to be cured with all due diligence would require a longer period, then after such longer period, or if the Lessee fails to proceed promptly and diligently and continuously after the service of such notice to cure same; or
- (d) the premises are vacated or unoccupied for ten (10) or more consecutive days while the premises are fit for use and occupation for the purpose set forth in section 1.05 herein without the consent of the Lessor; or
- (e) the premises are abandoned by the Lessee; or
- (f) this lease is terminated;

then and in every such case, it shall be lawful for the Lessor at any time thereafter without notice or demand, with or without process of law and by forceable entry if necessary, to re-enter into and upon the premises, and to terminate this lease by leaving upon the premises notice in writing of such termination. If the Lessor terminates this lease pursuant to this section, or otherwise as a result of default of the Lessee, there shall immediately become due and owing to the Lessor, and in addition to any other sums payable to the Lessor hereunder, three (3) months then current rent which the Lessee agrees is a legitimate pre-estimation of the loss which would otherwise be incurred by the Lessor above but for such additional three (3) months rent. This provision for notice and termination shall not be construed so as to



delay or supercede any specific remedy to which the Lessor may have recourse in this lease.

#### Section 9.02 Distraint

The Lessee waives and renounces the benefit of any present or future law taking away or limiting the Lessor's rights against the property of the Lessee and, notwithstanding any such law, the Lessor may seize and sell all the Lessee's goods and property, whether within the premises or not, and apply the proceeds of such sale towards any arrears of rent (including amounts deemed to be rent under this lease), and any other amount owing to the Lessor by the Lessee under this lease and upon the costs of the seizure and sale. The Lessee further agrees that if it abandons the premises and any arrears of rent (including amounts deemed to be rent under this lease), or other amounts provided to be paid by the Lessee under this lease remain unpaid, the Lessor, in addition to any remedy otherwise provided by law, may seize and sell the goods and property of the Lessee at any place to which the Lessee or any other person may have removed them from the premises, in the same manner if such goods and property had remained in, about or upon the premises.

#### Section 9.03 Right to Re-Let

If the Lessor becomes entitled to re-enter the premises the Lessor shall have the right, if it thinks fit, to enter the premises as the agent of the Lessee either by force or otherwise without being liable for any prosecution therefor, and as agent of the Lessee to re-let the premises or any part or parts thereof at the risk of the Lessee and, as agent for the Lessee, to receive the rent therefor and, as agent for the Lessee, to take possession of any furniture, equipment and other property therein and sell the same at public or private sale without notice. Such rent and proceeds from the sale of the furniture, equipment and other properties shall be allocated first to the Lessor's cost of so entering and re-letting, then to interest on amounts due by the Lessee to the Lessor hereunder and unpaid, and then to the payment of such unpaid sums. The balance of such rent and proceeds, if any, may be applied by the Lessor on account of the rent and other amounts due hereunder to the Lessor.

#### Section 9.04 Forfeiture

The Lessee hereby expressly waives all rights of redemption and relief from forfeiture granted by or under any present or future laws in the event of the Lessee being evicted or dispossessed from the premises for any cause, or in the event of the Lessor obtaining possession of the premises or of the Lessee's goods and chattels by reason of the default of the Lessee or otherwise.

## ARTICLE X

### Section 10.01 Vacant Possession

Upon termination of the term hereby granted, whether by effluxion of time or otherwise, the Lessee shall deliver up vacant possession of the premises and shall leave the premises in a sanitary, neat, tidy, safe and empty condition free from all nuisance, debris, rubbish and stock-in-trade and shall ensure that the premises are to the standard of repair and decoration required of the Lessee pursuant to Article II hereof.

### Section 10.02 Trade Fixtures

- (a) (i) If the Lessee is not in default hereunder at the expiration of the term, the Lessee shall have the right to remove its trade fixtures from the premises but shall make good any damage caused to the premises resulting from the installation or removal thereof.
- (ii) Provided that the Lessor shall have the option of purchasing any and all trade fixtures, chattels and equipment at the expiration or sooner determination of the term hereby granted, or one hundred twenty (120) days before or after such expiration or determination, at a price equal to the depreciated fair market value, as calculated by the Lessor, of such of the same as the Lessor wishes to purchase. Any of the same not purchased by the Lessor shall be removed from the premises by the Lessee at its own cost within thirty (30) days following notice from the Lessor's General Manager to do so. The Lessor may assign all or any part of this option. The consideration for this option, which option is separate and apart from this lease even though contained in this lease document, is the agreement by the Lessor to cause the Lessor's General Manager to sign this lease.
- (b) If the Lessee fails to remove any of its trade fixtures and restore the premises as provided in section 10.02(a)(i), all such trade fixtures shall become the property of the Lessor except to the extent that the Lessor requires removal thereof pursuant to section 10.02(d).
- (c) If the Lessor abandons the premises or this lease is terminated before the proper expiration of the term due to a default on the part of the Lessee, as of the moment of such default by the Lessee, all trade fixtures and furnishings of the Lessee (whether or not attached in any manner to the premises) shall, except to the extent the Lessor requires the removal thereof pursuant to section 10.02(d), become and be deemed to be the property of the Lessor, without payment to the Lessee and as partial liquidated damages in respect of

such default but without prejudice to any other right or remedy of the Lessor at law or in equity.

- (d) Notwithstanding that any trade fixture is or may become the property of the Lessor, the Lessee shall forthwith remove all or part of the same and shall make good any damage caused to the premises resulting from the installation or removal thereof, all at the Lessee's expense, should the Lessor so require by notice to the Lessee.
- (e) If the Lessee, after receipt of a notice from the Lessor pursuant to section 10.02(d), fails to promptly remove any trade fixture in accordance with such notice, the Lessor may enter into the premises and remove therefrom all or part of such trade fixture and make good any damage caused to the premises resulting from the installation or removal thereof, without any liability accruing against the Lessor and at the expense of the Lessee, which expense shall forthwith be paid by the Lessee to the Lessor.

#### Section 10.03 Overholding

It is hereby agreed by and between the parties hereto, that if the Lessee shall hold over after the expiration of the term hereby granted, and the Lessor shall accept rent, the new tenancy thereby created shall be a tenancy from month to month and not from year to year, and shall be subject to the covenants and conditions herein contained so far as may be applicable to a tenancy from month to month, and shall be determined by one month notice in writing.

### ARTICLE XI

#### Section 11.01 Delivery of Notices

Any notice required to be given hereunder may be delivered or mailed and shall be deemed to be well and sufficiently given if mailed at any Government Post Office in British Columbia, by prepaid registered or certified mail addressed as follows:

##### To the Lessee

Brock House Society  
3875 Point Grey Road  
Vancouver, British Columbia  
V6R 1B3

and

To the Lessor

City of Vancouver  
c/o City Clerk's Office  
453 West 12th Avenue  
Vancouver, British Columbia  
V5Y 1V4; and

The Board of Parks and Recreation  
2099 Beach Avenue  
Vancouver, British Columbia  
V6G 1Z4

or to such other addresses as the parties may from time to time advise the other in writing, and any such notice shall be deemed to have been received forty-eight (48) hours after the mailing thereof, or if delivered, when delivered, provided that if mailed should there be between the time of mailing and the actual receipt of the notice a mail strike, slow-down or other labour dispute which might affect delivery of such notice then such notice shall only be effective if actually delivered.

Section 11.02 Administration of Lease

Where this agreement requires or permits on the part of the Lessor any authority, reservation, discretion, disallowance, approval or other act of supervision or the giving of any notice, such act or action shall be well and truly performed on the part of the Lessor when performed by the Lessor's Manager of Real Estate and Housing or his nominee.

Section 11.03 Covenants Survive Termination

The covenants herein on the part of the Lessor and the Lessee which, as of termination of this agreement or the term hereby granted whether by effluxion of time or otherwise, remain unfulfilled, undischarged or otherwise outstanding shall nevertheless survive such termination and remain in full force and effect and be binding upon the parties and their respective successors and assigns so long as there is any liability or indebtedness by either party to the other or so long as any such covenant remains unfulfilled, undischarged or otherwise outstanding, whether in whole or in part, notwithstanding anything herein to the contrary.

Section 11.04 Time is of the Essence

Time shall be of the essence of this lease, save as herein otherwise specified.



#### Section 11.05 Captions and Headings

The captions and headings throughout this lease are for convenience and reference only and the words and phrases contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision of or the scope or intent of this lease nor in any way affect this lease.

#### Section 11.06 Lessor's Remedies Cumulative

The Lessor may from time to time resort to any or all of the rights and remedies available to it in the event of any default hereunder by the Lessee, either by any provision of this lease or by statute or common law or in equity, all of which rights and remedies are intended to be cumulative and not alternative, and the express provisions hereunder as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to the Lessor by other provisions in the lease or by statute, or common law or in equity.

#### Section 11.07 Interpretation

Words herein importing the singular number or the masculine gender only shall include more persons, parties or things of the same kind than one, and females or corporations as well as males, and the converse whenever the context requires; also these presents shall extend to, be binding upon and enure to the benefit of the Lessor and the Lessee and the successors and assigns of the Lessor and the successors and permitted assigns of the Lessee.

IN WITNESS WHEREOF the parties hereto have hereunto caused their respective seals to be affixed under the hands of their proper

officers duly authorized in that behalf as of the day and year first above written.

Signed on behalf of the  
CITY OF VANCOUVER  
BOARD OF PARKS AND RECREATION

by:

Nancy A. Chavira  
Chairman ~~not~~

Art M. Briskman  
General Manager

Sealed with the seal of  
BROCK HOUSE SOCIETY  
and signed by:

Marian S. Brock  
Authorized Signatory

M. Audrey Sims  
Authorized Signatory

(CMC0321/138)

(C/S)

City of Vancouver



Inter-Office Correspondence

*File to  
Department  
Moses  
with the  
lower  
Tibb.*  
*Aug 23*

LAW DEPARTMENT

MEMO TO: John Grant  
A/Director of Recreation Services

FROM: Celeste M. Curran,  
Solicitor

DATE: June 7, 1993

SUBJECT: Brock House Lease

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Attached please find a draft of the above-noted Lease, for your review.  
Kindly provide me with your comments at your earliest convenience.

Celeste M. Curran

/ag  
Attachment

*No. 151-00-10 for your review*  
*1993/6*