

To JK
Date Aug. 3 Time 9:39
Marian Pocock
of President
Phone 228-1461 Local (#) s.22(1)

Telephoned	<input checked="" type="checkbox"/>	Returned Your Call	<input type="checkbox"/>
Called To See You	<input type="checkbox"/>	Please Call	<input type="checkbox"/>
Wants To See You	<input type="checkbox"/>	Will Call Again	<input type="checkbox"/>

Message Brock House -
Lease ??

What is the status?

I called Celeste at the
Law Dept and she
said a draft was
sent to JG about 2 months ago.

M 14-MLH-83

PE 24-MLH-63

BOARD OF PARKS AND RECREATION

DATE June 10/93

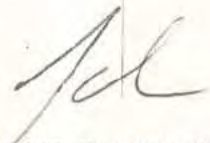
TO Al Azzent

FROM John Grant

This looks fine to me but any notes I might have made would be in the file.

From memory - they were looking for a longer term but seemed satisfied with 5 years after I discussed it with Mary Pocock. I think we added the Human Rights Clause this time.

Unless The Society develops concerns this should be ready to execute.



To ~~Sherry M.~~ UK.

Date AUG 5 1993 Time

of

Phone Local

Telephoned		Returned Your Call	
Called To See You		Please Call	
Wants To See You		Will Call Again	

Message

Mtg re: Reclassifications
GVRD, Lorna Macrae Macrae
Human
Resources # 873-7653
Human Resources Dept
or
Park Board re - AL meeting
on Aug 31. ?

M 14-MLH-83

DIRECTOR OF LEGAL SERVICES CORPORATION COUNSEL

JOHN L. MULBERRY

TERRANCE R. BLAND

SOLICITORS

JOE STUBBS
DEREK C. M. CREIGHTON
GRAHAM P. G. JOHNSEN
LYNDA A. CAMLEY
JEREMY F. SHOTTON
J. DEAN READMAN
D. GRAHAM MACFIE

BRIAN J. PORTER
FRANCES J. CONNELL
CATHERINE M. KINAHAN
PATSY J. SCHEER
CELESTE M. CURRAN
BARBARA D. SAGE



CITY HALL

453 WEST 12TH AVENUE
VANCOUVER, B.C. V5Y 1V4
FAX NO. 873-7445

TELEPHONE 873-7714

OUR FILE NO. _____

YOUR FILE NO. _____

June 7, 1993

~~Brock House Society
3875 Point Grey Road
Vancouver, B.C.
V6R 1B3~~

COPY

Attention: Ms. Mary Pocock

Dear Sirs:

Re: Lease between Brock House Society and City of Vancouver

Enclosed herewith please find a draft of the above-noted Lease, for discussion purposes only. We advise that we have not yet received comments from our Board of Parks and Recreation and therefore this draft is subject to their comments.

Yours truly,

CITY OF VANCOUVER

Per:

Celeste M. Curran

/ag
Enclosure

c.c. John Grant, Board of Parks and Recreation

M E M O R A N D U M

Central Recreation Services

March 19, 1993

TO: Celeste Curran, Law Dept.
FROM: John Grant, A/Director of Recreation Services
RE: Brock House Lease

=====

Subsequent to your phone call, I checked to determine if we had requested that the aforementioned lease be prepared for execution. Finding no information readily available, I will now request that the lease be prepared.

On February 15, 1993 the Board approved the renewal of the lease for a five year period. I enclose a copy of the approved motion.

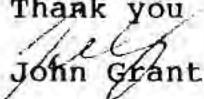
This lease will require the addition of two new clauses.

"Any breach of the Board's policy on the sale or consumption of liquor in Board facilities or of the Liquor Control and Licencing Act and Regulations could result in the termination of this Lease."

and

"It is a condition hereof and the Lessee expressly promises and agrees that, in both spirit and letter, it shall adhere to the provisions of the Human Rights Code of B.C. in the conduct of its affairs, the administration of the premises and otherwise."

Once the lease is prepared I will have it signed by the executive of the Society and the Board.

Thank you

John Grant

:jg

A:\BROCK.LTR

FEB. 15 / 1993

Brock House Lease Renewal

Board members received copies of a staff report dated February 11, 1993 recommending that the Board grant a new lease to the Brock House Society on the terms and conditions specified in the report.

Moved by Commissioner Foley,

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.

-Carried Unanimously.

JOHN L. MULBERRY

TERRANCE R. BLAND

BARRISTERS & SOLICITORS

JOE STUBBS
DEREK C. M. CREIGHTON
GRAHAM P. G. JOHNSON
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BARBARA D. SAGE



CITY HALL

453 WEST 12TH AVENUE
VANCOUVER, B. C. V5Y 1V4
TELEPHONE (604) 873-7512
FAX NO. (604) 873-7445

DIRECT LINE:

OUR FILE NO. _____

YOUR FILE NO. _____

August 11, 1993

BY COURIER

Brock House Society
3875 Point Grey Road
Vancouver, B.C.
V6R 1B3

Attention: Ms. Mary Pocock

Dear Sirs:

Re: City of Vancouver - Lease to Brock House Society (the "Society")
- Lot E, District Lot 448, Plan 22608

Further to our instructions from our Board of Parks and Recreation, we have prepared a lease (the "Agreement") of the above-noted property for a period of five years commencing on February 1, 1993 and expiring January 31, 1998. We enclose herewith four copies of the Agreement for execution, under seal, by the authorized signatories of the Society.

Following execution, kindly return all copies of the Agreement to the writer, together with a certified copy of the insurance policies required under Article IV of the Agreement.

Upon receipt of the executed Agreement, we will arrange for execution on behalf of the City of Vancouver. A fully executed copy of the Agreement will be returned to you in due course.

Yours truly,

CITY OF VANCOUVER

Per: 

Celeste M. Curran

/kos

Encs.

cc: Joslin Kobyłka, Board of Parks and Recreation

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 unforceable 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

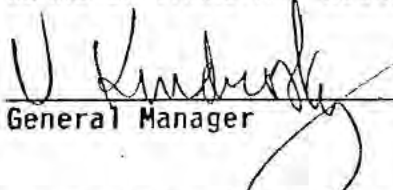
to month and not from year to year and shall be subject to all the covenants and conditions herein contained so far as may be applicable to a tenancy from month to month and shall be determinable by one month notice in writing by either party.

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

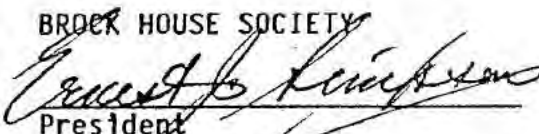
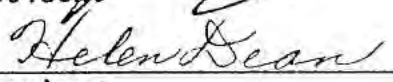
BY: BOARD OF PARKS AND RECREATION

by: 
General Manager

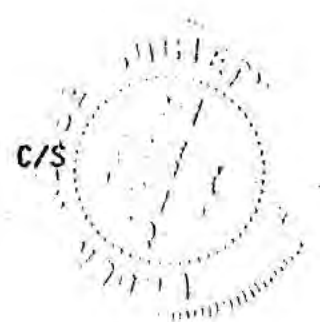
C/S

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 6th 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 6th 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
MEMORANDUMNEW YORK PARKS
CITY OF VANCOUVER

From: CITY CLERK

Date: 1614 October 5, 1993

To: Director of Legal Services
General Manager, Park Board

Refer File: 1268

Subject: Brock House Society Lease

Please be advised the above agreement will expire on January 31, 1993.

It would be appreciated if you would advise us on the status of the above agreement by returning to us a copy of this memo with the information duly completed.

Thank you.

CITY CLERK

:ds

Active ☒ is being renewed☐ held over on a year-to-year basisClosed ☐ terminated/cancelled☐ held over on a month-to-month basis☐ send to Records Centre

RE: BROCK HOUSE LEASE RENEWAL

RECOMMENDATION

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.

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, 1988. The Society has requested a renewal of this lease for a further five year term on the same terms and conditions as the current lease.

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.

.../2

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 required.

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
City of Vancouver
January 20, 1988

AA/pjp/0443R

1
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

Tel: (604) 673-7507

THIS LEASE made as of the 1st day of February, 1983, in pursuance of the "Land Transfer Form Act, Part 2".

BETWEEN:

CITY OF VANCOUVER, c/o Board of Parks and Recreation, 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:

would a prudent owner and in all cases to the satisfaction of the Superintendent, 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 Lessor 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 Lessor 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 Superintendent 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 Lessor to cause the Superintendent 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 Lessor 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 Lessor 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 Lessor 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 Lessor'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 Lessor, 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 Lessor shall ensure the Building against fire damage and perils comprised in standard extended coverage on a replacement cost basis. Such insurance may be subject to a deductible provision whereby the indemnity payable under the said insurance is limited to a loss 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 Lessor 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 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, 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 Lessor. 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 Lessor 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 anything herein provided, and provided the Lessor has valid insurance coverage with respect to the damage in this sentence hereinafter mentioned, the Lessee shall not be liable to the Lessor for damage 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 Superintendent, 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 or any renewal hereof to any prospective tenant.

24. The Lessee covenants and agrees that it will pay as rent the interest at the rate of three percent (3%) over the prime lending rate of the Bank of Montreal in Vancouver on any sum payable under this lease which is overdue in excess of ten (10) days and provision for such interest shall not in any way preclude the City from exercising any other rights which it has under this Lease for failure of the Lessee to pay rent, any additional rent payment, or any other payment provided for in this lease.

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.

DEFAULT

27. 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.

28. 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.

29. 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.

30. 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: *Ch. Brashers*
Superintendent ACTCM.

C/S

Refer to Park Board Minutes of
December 10, 1982.

BROCK HOUSE SOCIETY

by: *Wiscamp*
President
Esther Binney
Secretary

C/S



BOARD of PARKS
and RECREATION
CITY OF VANCOUVER

1080 BEACH AVENUE
VANCOUVER B.C.
CANADA V6G 1Z4
PHONE (604) 681-1141
FAX (604) 681-2877

January 29, 1993

Mr. John Mullberry
Law Department
City Hall
453 West 12th Avenue
Vancouver, B.C.


Dear Mr. Mullberry:

RE: BROCK HOUSE LEASE

The attached lease between the City of Vancouver (Vancouver Board of Parks and Recreation) and Brock House comes up for renewal on January 31, 1993. It is our intention to take a report to the Board in the new future recommending that it be renewed.

Could you please review the attached and provide us with your comments and/or any suggested changes.

Yours truly,


John Grant
Acting Director of Recreation
Services

JG:sg

GRA\006-1109





BOARD of PARKS
and RECREATION
CITY OF VANCOUVER

2099 BEACH AVENUE
VANCOUVER, B.C.
CANADA V6G 1Z1
PHONE (604) 681-1111

December 9, 1987

Mr. John Mulberry
Law Department
City Hall
453 West 12th Avenue
Vancouver, B.C.

Dear John,

Re: Brock House Lease

The attached lease between the City of Vancouver (Vancouver Board of Parks and Recreation) and Brock House comes up for renewal on January 31, 1988. Could you please review the attached and provide us with your comments and/or any suggested changes.

Yours truly,

A handwritten signature in black ink, appearing to read "Allan Argent".

Allan Argent
Director of Recreation

AA/pjp

Enc.

THE BROCK HOUSE SOCIETY

Under the Distinguished Patronage of:
His Honour, the Honourable Robert G. Rogers,
Lieutenant-Governor of British Columbia
and Mrs. Rogers

3875 POINT GREY ROAD, VANCOUVER, B.C. V6R 1B3
TELEPHONE: 228-1461

BROCK HOUSE: Activity Centre for Seniors on Jericho Beach



September 17th, 1987

Mr. Vic Kondrosky,
General Manager,
Vancouver Board of Parks & Recreation,
2099 Beach Avenue,
Vancouver, B.C.
V6G 1Z4

BOARD OF PARKS
& RECREATION
REG. NO. 4361
REFER TO M. Harris
SEP 23 1987
RELEASED FOR _____
FILING BY _____
DATE _____

Dear Mr. Kondrosky:

I am writing to you on behalf of the Board of Directors of Brock House Society in regard to the five-year lease between the Vancouver Board of Parks & Recreation and the Brock House Society, which covers the property at 3875 Point Grey Road, in the City of Vancouver.

Specifically, the Society would like to renew the present lease for a five year term, under the same terms and conditions which prevail at present.

May we hear from you in regard to the above matter at your earliest convenience?

Yours truly,

BROCK HOUSE SOCIETY,

Ernest Simpson,
President.

ES/jf

THIS AGREEMENT made as of the 1st day of January, 1983.

BETWEEN:

BROCK HOUSE HOLDINGS LTD., a company duly incorporated under the laws of British Columbia with its registered office at 16th Floor, 1030 West Georgia Street, in the City of Vancouver, in the Province of British Columbia

(hereinafter called the "Company")

OF THE FIRST PART

AND: -

W.W. CATERING LTD., a company duly incorporated under the laws of British Columbia with its registered office at 279 East Pender Street, in the City of Vancouver, in the Province of British Columbia

(hereinafter called the "Operator")

OF THE SECOND PART

AND:

ALLAN WONG, of 5515 Eleanor St., in the City of Burnaby, in the Province of British Columbia, and
JOHN WONG, of 5535 Eleanor St., in the City of Burnaby, in the Province of British Columbia

(hereinafter collectively called the "Indemnifiers")

OF THE THIRD PART

A. The parties hereto are the parties to an Agreement dated June 12, 1978, whereby inter alia, the Company granted to the Operator a license for the operations and management of the Brock House Restaurant on the terms and conditions set out in the said Agreement.

B. The term of the said Agreement expired December 31, 1982 and the parties have agreed upon a renewal thereof for a further term of five (5) years commencing this date and expiring December 31, 1987 on the same terms and conditions as are set forth in the said Agreement save for the variations herein set forth.

Therefore of the respective covenants of the parties hereto, the parties hereto agree as follows:

1. The aforesaid Management Agreement between the parties which expired December 31, 1982 is hereby renewed for a further term of five (5) years from this date expiring December 31, 1987 on the terms and conditions set forth in the said Agreement dated June 12, 1978, a true copy whereof is hereto annexed as Schedule "A", save and except for the variations set out herein.
2. The aforesaid variations shall be deemed to be incorporated in the terms and covenants of the said Agreement of June 12, 1978.
3. The said Agreement of June 12, 1978 shall therefore be renewed between the parties for the above renewal term of five (5) years with the following variations:
 - (a) Sub-paragraph (g) under the heading of "Definitions" shall be varied by deleting therefrom clauses numbered (i) through (vii) inclusive and substituting therefore the following:
 - (i) for the year ending December 31, 1983 Nine Hundred and Fifty Dollars (\$950.00) per month;

- (ii) for the year ending December 31, 1984, One Thousand and Fifty Dollars (\$1,050.00) per month;
- (iii) for the year ending December 31, 1985, One Thousand, One Hundred and Fifty Dollars (\$1,150.00) per month;
- (iv) for the year ending December 31, 1986, One Thousand, Two Hundred and Fifty Dollars (\$1,250.00) per month;
- (v) for the year ending December 31, 1987, One Thousand, Three Hundred and Fifty Dollars (\$1,350.00) per month;
- (b) By deleting sub-paragraph (i) under the said heading of "Definitions";
- (c) By adding to sub-paragraph (k) under the heading of "Definitions" after the word Members in the second line thereof, the following:

"including allocated upstairs areas, garden area and terrace"

by adding to the end of the said sub-paragraph the words "as amended."

- (d) By substituting for sub-paragraph (m) under the heading of "Definitions" the following:

Amend to read "Restaurant Hours" shall mean 5:30pm to 2:00am daily, Monday through Friday, and 9:00am to 2:00am on Saturday and Sunday,

subject to City of Vancouver approval and Provincial Liquor Board regulations.

Add: The Operator shall have the right to close the restaurant to the public for seven (7) consecutive days in January of each year for the purpose of providing a staff holiday, provided however that there will be no interruption in the regular noon service for members of the Society.

- ~~(e)~~ By substituting for the figures \$3,500 in paragraph 8 (b)(1) the figures \$5,000;
- (f) By inserting in sub-paragraph (c) of the said paragraph 8 after the word "this" in the 7th line thereof, the word "renewal";
- (g) By substituting for the figures \$1,000,000 in sub-paragraph (q) of the said paragraph 8 the figure \$1,500,000;
- (h) By adding to paragraph 9 thereof as sub-paragraph (j) the following:

"The Operator undertakes that no independent representations re licenses or other matters will be made to City of Vancouver or Provincial Government authorities without the prior approval and consent of the Company".

In all other respects the terms and provisions of the said Agreement of June 12, 1978 shall continue in full.

force and effect as terms of the aforesaid renewal engagement of the Operator.

THE COMMON SEAL of BROCK HOUSE
HOLDINGS LTD. was hereunto affixed
in the presence of:

Thur Scarfe
President
VICE PRESIDENT

C/S

THE COMMON SEAL of W.W. CATERING
LTD. was hereunto affixed in the
presence of:

Allen Wong
John Wong

C/S

SIGNED, SEALED AND DELIVERED by
ALLAN WONG in the presence of:

Allen Wong
John Wong

Allen Wong
ALLAN WONG

SIGNED, SEALED AND DELIVERED by
JOHN WONG in the presence of:

John Wong
Allen Wong

John Wong
JOHN WONG



BOARD of PARKS
and RECREATION
CITY OF VANCOUVER

2099 BEACH AVENUE
VANCOUVER, B.C.
CANADA V6G 1Z4
PHONE (604) 681-1141

Recreation Division

Mr. Ernest Simpson
President
Brock House Society
3875 Point Grey Road
Vancouver, B.C.
V6R 1B3

Dear Mr. Simpson:

Your letter to Mr. Kondrosky regarding the renewal of the Brock House Society Lease has been referred to me for action.

During the next few weeks I will be preparing a report to the Board in which I will be recommending renewal of your lease on the same terms as your present lease.

I will inform you of the specific date that the report will be brought before the Board.

Yours truly,

A handwritten signature in dark ink, appearing to read 'Allan Argent', with a stylized flourish at the end.

Allan Argent
Director of Recreation

AA/pjp

That the Board grant a new lease to the Black House Society on the following terms & conditions: ^{com. Feb 1, 1988}
A 1. The term of the lease to be five years ^{expiring Jan 31 1993}
B 2. The rent to be \$1.00 per year.
C 3. 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.

That no rights will be created. - - - - -

Background: 1978 - as an actual rent for a site

The current lease between the Board and the Black House Society expires on Jan. 31, 1988. The Society has requested a renewal of this lease for a full 5 year term on the same terms & conditions as the current lease.

Discussion:

The current lease is for a five year term and rent of \$1.00 per year is charged. The representative that the renewal lease contains a provision that the Society submit an annual financial statement to the Board. This is a standard clause in most current Board leases.

Justification:

The Black House Society has operated the site since 1978 in an effective & efficient manner and provided a high quality & needed service to the City of Vancouver.

File

THE BROCK HOUSE SOCIETY

Under the Distinguished Patronage of:
His Honour, the Honourable Robert G. Rogers,
Lieutenant-Governor of British Columbia
and Mrs. Rogers

3875 POINT GREY ROAD, VANCOUVER, B.C. V6R 1B3
TELEPHONE: 228-1461

BROCK HOUSE: Activity Centre for Seniors on Jericho Beach

April 26th 1988

Mr. Allan Argent
Board of Parks & Recreation
City of Vancouver
2099 Beach Avenue
VANCOUVER, BC
V6G 1Z4

Dear Mr. Argent:

Thank you for your letter of April 20th, 1988, and I acknowledge receipt of the signed copy of the lease between The Brock House Society and the City of Vancouver Board of Parks & Recreation.

Your efforts in this matter have been greatly appreciated.

Yours truly



Ernest Simpson
President

ES:ags



1888-1988

BOARD of PARKS
and RECREATION
CITY OF VANCOUVER

Celebrating A Century of Service

2009 BEACH AVENUE
VANCOUVER, B.C.
CANADA V6G 1S4
PHONE (604) 681-1111

April 21, 1988

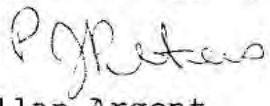
Mr. John Mulberry
Law Department
City Hall
453 West 12th Avenue
Vancouver, B.C.

Dear John,

Re: Brock House Society

Enclosed please find a copy of the Personal Injury
Liability Coverage for the Brock House Society
as evidence of their insurance required by
their lease.

Yours truly,

for 
Allan Argent
Director of Recreation

AA/pjp

Enc.

THE BROCK HOUSE SOCIETY

Under the Distinguished Patronage of:
His Honour, the Honourable Robert G. Rogers,
Lieutenant-Governor of British Columbia
and Mrs. Rogers

3875 POINT GREY ROAD, VANCOUVER, B.C. V6R 1B3
TELEPHONE: 228-1461

BOARD OF PARKS
& RECREATION

REG. NO.

REFER TO.

APR 21 1988

RELEASED FOR.

FILING BY.

DATE.

BROCK HOUSE: Activity Centre for Seniors on Jericho Beach

April 19th 1988

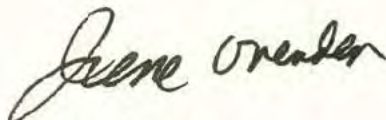
Mr. Allan Argent
Director of Recreation
Vancouver Board of Parks & Recreation
2099 Beach Avenue
VANCOUVER, BC
V6G 1Z4

Dear Mr. Argent:

As requested in your letter of March 24th, 1988, I have enclosed
a copy of our Personal Injury Liability Coverage as evidence of
Insurance required by our Lease.

I trust that everything is now in order.

Most sincerely



Irene Ovenden
Executive Coordinator

Enclosure

IO: ags



BOARD of PARKS
and RECREATION
CITY OF VANCOUVER

2029 BEACH AVENUE
VANCOUVER, B.C.
CANADA V6G 1Z4
PHONE (604) 681-1111

April 20, 1988

Ms. Irene Ovenden
Brock House
3875 Point Grey Road
Vancouver, B.C.

Dear Ms. Ovenden:

Re: Brock House Society Lease

Enclosed please find your signed copy of the
lease between the Brock House Society and
the City of Vancouver (Board of Parks and
Recreation).

Yours truly,

Allan Argent
Director of Recreation

AA/pjp



BOARD of PARKS
and RECREATION
CITY OF VANCOUVER

2099 BEACH AVENUE
VANCOUVER, B.C.
CANADA V6G 1Z4
PHONE (604) 681-1141

April 20, 1988

Mr. John Mulberry
Law Department
City Hall
453 West 12th Avenue
Vancouver, B.C.

Dear John,

Enclosed please find two signed copies of the
lease with the Brock House Society.

Yours truly,

A handwritten signature in dark ink, appearing to read 'Allan Argent', written over a horizontal line.

Allan Argent
Director of Recreation

AA/pjp



BOARD of PARKS
and RECREATION
CITY OF VANCOUVER

2099 BEACH AVENUE
VANCOUVER, B.C.
CANADA V6G 1Z4
PHONE (604) 681-1141

Recreation Division

March 24, 1988

Ms. Irene Ovenden
Brock House
3875 Point Grey Road
Vancouver, B.C.

Dear Ms. Ovenden:

Attached are four execution copies of the lease.
Please arrange for execution under seal by Brock
House Society and then return all copies to me. I
will return to you copies of the fully executed lease.

Also attached is a waiver of subrogation under
insurance policy #RSL 16619 for your files.

As soon as possible would you please send to me
evidence of the insurance required by the lease.

Yours truly,

A handwritten signature in dark ink, appearing to read 'Allan Argent', with a large, stylized flourish extending to the right.

Allan Argent
Director of Recreation

AA/pjp

MULTI-PERIL

Subscription Policy

No. RSL 16619

Replacing Policy No. NEW Expired
Cancelled

REED STENHOUSE LIMITED

Limit of Insurance Insured by this policy \$44,000,000 being 44 percent of \$100,000,000. Loss Limit in place of the original policy \$44,000,000	Rate ---	Premium Payable under this policy \$ 133,623.	Term 319 days	Period of Insurance From December 17/1987 to November 1/1988 12:01 a.m. Standard Time at the mailing address of the Insured.
---	-----------------	---	-------------------------	---

Name of THE INSURED 453 West 12th Avenue, Vancouver, B.C., V5Y 1V4

Loss payable to _____ as cited in the policy wording.

IN CONSIDERATION OF THE INSURED having paid or agreed to pay each of the INSURERS named in the List of Subscribing Companies forming part hereof, or to INSURERS whose names are substituted therefor or added thereto by endorsement, hereinafter called "THE INSURERS", the premium set against its name in the List of Subscribing Companies,

~~set against its name in the List of Subscribing Companies,~~

percentage portion

THE INSURERS SEVERALLY AND NOT JOINTLY AGREE, each for the ~~Sums insured~~ set against its name in the List of Subscribing Companies, (subject to the terms and conditions contained herein or endorsed hereon, and which are to be taken as part of this Policy), that if the property insured described in The Schedule attached hereto, or any part of such property be lost, destroyed or damaged by a peril for which insurance is provided by the terms of The Schedule and endorsements attached hereto, at any time while this Policy is in force, THE INSURERS will indemnify THE INSURED against the direct loss so caused, the liability of THE INSURERS individually being limited to that proportion of the ~~sums insured~~ **loss** ~~which the sum~~ set against the name of the individual Insurer in the List of Subscribing Companies, or such other ~~sum~~ as may be substituted therefor by endorsement, bears to the total ~~of sums insured~~ **amount recoverable.**

EXCLUSIONS

This policy does not cover:

- (a) loss or damage caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power;
- (b) loss or damage caused by contamination by radioactive material.

If this Policy contains a Co-Insurance Clause or a Guaranteed Amount (Stated Amount) Clause, and subject always to the limit of liability of each Insurer as set forth in the List of Subscribing Companies, no Insurer shall be liable for a greater proportion of any loss or damage to the property described in The Schedule attached hereto, than the sum insured by such Insurer bears to:-

- (a) that percentage, stated in the Co-Insurance Clause, of the actual cash value of the said property at the time of loss, or
- (b) the Guaranteed Amount (Stated Amount) of total insurance stated in the Guaranteed Amount (Stated Amount) Clause, as the case may be.

If the insurance under this Policy is divided into two or more items, the forgoing shall apply to each item separately.

Wherever in this Policy or in any endorsement attached hereto reference is made to "The Company", "The Insurer", or "This Company", reference shall be deemed to be made to each of the Insurers severally.

This Policy is made and accepted subject to the foregoing provisions, and to the following provisions, stipulations and conditions printed hereon, which are hereby specially referred to and made a part of this Policy, together with such other provisions, agreements, or conditions as may be endorsed hereon or added hereto. No term or condition of this Policy shall be deemed to be waived by THE INSURERS in whole or in part unless the waiver is clearly expressed in writing signed by the person(s) authorized for that purpose by THE INSURERS. Neither the INSURERS nor THE INSURED shall be deemed to have waived any term or condition of a contract by any act relating to the appraisal of the amount of loss or to the delivery and completion of proofs, or to the investigation or adjustment of any claim under the contract.

In Witness Whereof THE INSURERS through their representative(s) duly authorized by them for this purpose have executed and signed this Policy.

Dated at Vancouver, B.C. on February 18, 1988

S. Wong

PLEASE READ YOUR POLICY CAREFULLY

The Insurers or their fully appointed representatives shall be permitted at all reasonable times during the term of this policy, or within a year after its expiration, to inspect the property covered hereunder and to examine the Insured's books, records, and such policies as relate to any property covered hereunder. This inspection and/or examination shall not waive nor in any manner affect any of the terms or conditions of this policy.

5. RECOVERY AND SUBROGATION

The Insurers shall be entitled at any time, either in their own names or in the name of the Insured, to take steps for the recovery of any part of the property lost or damaged or for securing reimbursement in respect of any loss or damage. The Insured shall give the Insurers all information and assistance required in so doing and the Insurers shall indemnify the Insured for any costs or expenses which the Insured may incur or be compelled to pay as a result of providing such information and assistance.

Upon the payment of any claim under this policy the Insurers shall be subrogated to all the rights and remedies of the Insured arising out of such claim against any person or corporation whatsoever; it is agreed that any release from liability entered into by the Insured prior to loss shall not affect the Insured's rights of recovery under this policy.

Any recovery obtained by the Insurers through subrogation will be shared with the Insured in the ratio that the uninsured portion of the loss bears to the total amount of the loss.

At the Insured's option the Insurers' subrogated rights are hereby waived in respect of the following:

- (a) any of the parties insured herein;
- (b) any corporation whose capital stock at the time of the loss is owned or controlled by the Insured;
- (c) any corporation which is a parent, subsidiary, affiliate or associate of the Named Insured;
- (d) any employee, director, officer or partner of any of the parties, corporations or firms described in sub-paragraphs (a), (b) and (c) of this clause;
- (e) Trans Ocean Industries of Canada Inc. with respect to the location at 275 West 1st Avenue, Vancouver, B.C.;
- (f) Vancouver Hockey Club Ltd. with respect to the use of the Pacific Coliseum;

(g) Johnston Terminals & Storage Ltd.;

(h) Brock House Society, its employees and directors but not its subcontractors, subcontractors, permittees or licensees.

(i) A Kettle of Fish, 900 - 914 Pacific Street, Vancouver, B.C. V6Z 2T3.

However, the Insurers shall retain their subrogated rights against architects and engineers (who are not employees of the Named Insured) for their liability in the event of loss caused by or resulting from any error in design or any other professional error or omission pertaining to the subject of this insurance.

6. OWNERSHIP

The Insured's interest, of whatever capacity, shall be covered continuously throughout the term of this policy, notwithstanding any provisions in this policy concerning change of ownership or management. Bankruptcy or insolvency of any Insured or of any Insured's estate shall not relieve the Insurers of any of their obligations under this policy.

This insurance shall not be invalidated if the interest of the Insured in any property be other than sole or unconditional ownership. Coverage provided herein shall respond if such property be wholly or partially owned:

(a) by the Insured; or

(b) by others (if in the Insured's care, custody or control) if the Named Insured is responsible for or desirous of effecting insurance thereon. If such property of others is specifically insured elsewhere this policy shall cover only the Insured's interest therein and liability thereon to the extent that such interest and liability is not covered under said specific insurance.

7. PERMISSION

Any and all privileges, notices and permissions which are required in order to establish or maintain the validity of this insurance are granted under this policy as if expressly endorsed hereon, except that this clause shall not apply if the Named Insured wilfully violates any law or statute.

Permission is granted to cease operations in, and for individual buildings to remain vacant or unoccupied without limit of time.

DIRECTOR OF LEGAL SERVICES CORPORATION COUNSEL

JOHN L. MULBERRY

TERRANCE R. BLAND

SOLICITORS

P. J. V. GILBERT
BRIAN J. PORTER
IAN M. LAWRENSON
ROLAND BOUWMAN

JOE STUBBS
DEREK C. M. CREIGHTON
PHIL CLARK
FRANCES J. CONNELL



CITY HALL

453 WEST 12TH AVENUE
VANCOUVER, B.C. V5Y 1V4

TELEPHONE 873-7504

OUR FILE No. _____

YOUR FILE No. _____

May 25, 1984.

Messrs. Freeman and Company,
Barristers and Solicitors,
1600 - 1030 West Georgia Street,
Vancouver, B.C.
V6E 3C4

Attention: David A. Freeman, Esq.

Dear Sirs:

Re: Brock House Society - Lease

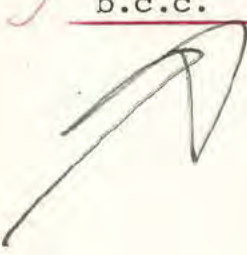
Please advise whether the form of lease forwarded to you under cover of my letter of May 8, 1984, is acceptable. This lease matter is dragging on longer than is justified and I would appreciate your expediting matters or advising me if you encounter obstacles to your so doing.

Yours very truly,

Ian M. Lawrenson

IML:rvc

b.c.c. Len Ryan, Park Board



) L

DIRECTOR OF LEGAL SERVICES CORPORATION COUNSEL

JOHN L. MULBERRY

TERRANCE R. BLAND

SOLICITORS

R. J. V. GILBERT
BRIAN J. PORTER
IAN M. LAWRENSEN
ROLAND BOUWMAN

JOE STUBBS
DEREK C. M. CREIGHTON
PHIL CLARK
FRANCES J. CONNELL



CITY HALL

453 WEST 12TH AVENUE
VANCOUVER, B. C. V6Y 1V4

TELEPHONE 873-7507

OUR FILE No. _____

YOUR FILE No. _____

our file

Freeman and Company
Barristers & Solicitors
1600 - 1030 West Georgia Street
Vancouver, B.C.
V6C 3C4

Attention: David A. Freeman

Dear Sirs:

Re: Brock House Society - Lease

The Parks Board is anxious to conclude the above lease matter. Would you please let me know whether your client intends to sign the lease sent to you under cover of my letter of May 8, 1984.

Yours very truly,

IML
Ian M. Lawrenson

IML/lmc

bcc: Len Ryan
Parks Board

DIRECTOR OF LEGAL SERVICES CORPORATION COUNSEL

JOHN L. MULBERRY

TERRANCE R. BLAND

SOLICITORS

R. J. V. GILBERT
BRIAN J. PORTER
IAN M. LAWRENSEN
ROLAND BOUWMAN

JOE STUBBS
DEREK C.M. CREIGHTON
PHIL CLARK
FRANCES J. CONNELL



CITY HALL

453 WEST 12TH AVENUE
VANCOUVER, B.C. V5Y 1V4

TELEPHONE 873-7507

OUR FILE NO. _____

YOUR FILE NO. _____

BY HAND

March 20, 1984

Freeman & Company
Barristers & Solicitors
16th Floor the Burrard Building
1030 West Georgia Street
Vancouver, B.C.
V6E 3C4

Attention: David A. Freeman

Dear Sirs:

Re: Brock House - Lease

Thank you for your letter of March 19, 1984. Enclosed herewith is a revised draft of the lease. This draft is the same as the previous one save that subparagraphs 15(b), 15(d) and 15(e) and clause 16 have been amended. By copy of this letter and clauses 15 and 16 of the lease to Terry Gannon, our Insurance Officer, I am asking that he seek a waiver of subrogation from our Insurer. The waiver of subrogation should parallel the language of the last sentence of clause 16.

Please advise at your earliest convenience whether the revised draft is acceptable.

Yours very truly,

By:

Ian Lawrenson

IML/pk
Enclosure

cc: Len Ryan - Parks Board (with clauses 15 & 16 of lease) ✓
Terry Gannon (with clauses 15 & 16 of lease)

BOARD OF PARKS
& RECREATION

REG. NO. 435

REFER TO

12 August 1984

RELEASED FOR

SILING BY

DATE

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 Lessor'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 Lessor, 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), save that an amount of Sixty Thousand Dollars (\$60,000) for property damage for any one occurrence shall suffice. 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 property of every description and kind owned by the Lessee and which is located on the Demised Premises, including without limitation furniture, fittings, installations, alterations, additions, partitions, fixtures and trade fixtures in an amount not less than ninety percent (90%) of the full replacement cost with coverage against the perils of water damage from sprinkler leakage, earthquake, and sewer or storm drain back up, 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 Lessor shall ensure the Building against fire damage on a replacement cost basis. Such insurance may be subject to a deductible provision whereby the indemnity payable under the said insurance is limited to a loss greater than the sum of \$50,000.00. If the amount of such deductible increases during the term of this lease or any renewal from the said sum of \$50,000, the Lessor 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 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, 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 Lessor. 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 Lessor 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 anything herein provided, and provided the Lessor has valid insurance coverage with respect to the damage in this sentence hereinafter mentioned, the Lessee shall not be liable to the Lessor for damage 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.

City of Vancouver - FOI 2022-277 - Page 568 of 617

TERM

2. To have and to hold the Demised Premises for and during the term commencing on the 1st day of February, 1983 and continuing until and including 11:59 p.m. on the 31st day of January, 1988.

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 Lessor 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 Superintendent (hereinafter called the "Superintendent").

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 Superintendent, 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 Lessor 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 Lessor 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 Superintendent 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 Lessor to cause the Superintendent 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 Lessor 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 Lessor 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 Lessor 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 insolvent, 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 Lessor'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 Lessor, 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), save that an amount of Sixty Thousand Dollars (\$60,000) for property damage for any one occurrence shall suffice. 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 property of every description and kind owned by the Lessee and which is located on the Demised Premises, including without limitation furniture, fittings, installations, alterations, additions, partitions, fixtures and trade fixtures in an amount not less than ninety percent (90%) of the full replacement cost with coverage against at least the perils of fire and standard extended coverage including sprinkler leakage, earthquake, flooding and collapse.

(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 Lessor shall ensure the Building against fire damage on a replacement cost basis.

X (e) If the Building is damaged by fire, and the City elects not to repair all such damage, and the City receives insurance proceeds in respect ^{of} ~~to~~ such damage, the City will, if the covenants, provisos and conditions of the Lessee under this Lease are at all times in good standing, pay the Lessee such amount ^{such} of insurance proceeds as the Council of the City, in its sole and arbitrary discretion, by resolution decides is a fair indemnity, after taking into account depreciation, to the Lessee in respect of damage to improvements that are by law the property of the City but were constructed by the Lessee at its own costs.

X

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 in excess of any sum received by the City or the Board or payable by any insurers shall be paid by the Lessee.

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 Superintendent, 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 or any renewal hereof to any prospective tenant.

24. The Lessee covenants and agrees that it will pay as rent the interest at the rate of three percent (3%) over the prime lending rate of the Bank of Montreal in Vancouver on any sum payable under this lease which is overdue in excess of ten (10) days and provision for such interest shall not in any way preclude the City from exercising any other rights which it has under this Lease for failure of the Lessee to pay rent, any additional rent payment, or any other payment provided for in this lease.

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.

DEFAULT

27. 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.

28. 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.

29. 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.

30. 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: _____
Superintendent

C/S

Refer to Park Board Minutes of
December 10, 1982.

BROCK HOUSE SOCIETY

by: _____
President

C/S

Secretary



BOARD of PARKS
and RECREATION
CITY OF VANCOUVER

FILE
2099 BEACH AVENUE
VANCOUVER, B.C.
CANADA V6G 1Z4
PHONE (604) 681-1141

October 26, 1983

Our Ref: 1013

Mrs. Irene Doheny, Executive Director
Brock House Society
3875 Point Grey Road
Vancouver, B.C.
V6R 1B3

Dear Mrs. Doheny:

Enclosed is a draft of a lease between the City of Vancouver (Board of Parks and Recreation) and the Brock House Society. Would you please discuss the lease with your Board. If you are in agreement with the contents please advise me in writing as soon as possible and I will arrange to have the lease finalized for signing.

If there are areas of concern or you need further interpretation on any points, please let me know at your convenience.

Sincerely yours,

L. F. Ryan
L. F. Ryan
Manager of Central Recreation Services

LFR:mab

cc: A. Argent, Director of Recreation Services

Encl.

THE BROCK HOUSE SOCIETY

under the patronage of the
Lieutenant-Governor of British Columbia,
The Honourable Henry P. Bell-Irving, DSO, OBE, ED,
and Mrs. Bell-Irving

3875 POINT GREY ROAD, VANCOUVER, B.C. V6R 1B3
TELEPHONE 228-1461

BROCK HOUSE: Activity Centre for Seniors on Jericho Beach

November 14, 1983

Mr. Len Ryan,
Manager of Central Recreation Services,
Vancouver Board of Parks & Recreation,
2099 Beach Avenue,
Vancouver, B.C.
V6G 1Z4

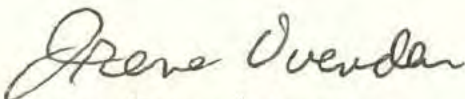
BOARD OF PARKS
& RECREATION
REG. NO. _____
REFR TO _____
15 1983
RELEASED FOR
FILING BY _____
DATE _____

Dear Len:

Dudley Darling, our Treasurer, has asked me to return to you a copy
of the Draft Lease you mailed recently.

It is enclosed.

Yours sincerely,
BROCK HOUSE SOCIETY,



Irene (Doheny) Ovenden,
Executive Coordinator.

ID/jf

Encls.

NOV 2 1983
PLEASE
RETURN TO
FILE
ID

November 2nd, 1983

Mr. Len Ryan,
Manager of Central Recreation Services,
Vancouver Board of Parks & Recreation,
2099 Beach Avenue,
Vancouver, B.C.
V6G 1Z4

Dear Len:

Thank you for the draft of our lease with the City of
Vancouver (Parks & Recreation) sent us on October 26,
1983.

I have sent a copy to our Legal Counsel, David Freeman,
Q.C., and to our Treasurer as well as our President.

We will advise you in writing as soon as the above have
discussed the contents.

Yours sincerely,
BROCK HOUSE SOCIETY,

Irene Doheny,
Executive Coordinator.

ID/jf