

File No.: 2026-190

June 11, 2026

s.22(1)

Dear s.22(1)

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

I am responding to your request of March 3, 2026 under the ***Freedom of Information and Protection of Privacy Act*** for:

Record of Lease Agreement or Partnership Agreement with Batch Vancouver for operating in Kitsilano Pool Concession space area. Date range: June 1, 2024 to December 31, 2025.

All responsive records are attached. Some information in the records has been severed (blacked out) under s.15(1) and s.22(1) of the Act. You can read or download these sections here: http://www.bclaws.ca/EPLibraries/bclaws_new/document/ID/freeside/96165_00.

Under Part 5 of the Act, you may ask the Information & Privacy Commissioner to review any matter related to the City's response to your FOI request by writing to: Office of the Information & Privacy Commissioner, info@oipc.bc.ca or by phoning 250-387-5629.

If you request a review, please provide the Commissioner's office with: 1) the request number (2026-190); 2) a copy of this letter; 3) a copy of your original request; and 4) detailed reasons why you are seeking the review.

Yours truly,

Kevin Tuerlings, FOI Case Manager, for

[Signed by Kevin Tuerlings]

Siân Madsen, MA, MAS
Acting Director, Access to Information & Privacy

If you have any questions, please email us at foi@vancouver.ca and we will respond to you as soon as possible. You may also contact 3-1-1 (604-873-7000) if you require accommodation or do not have access to email.

Encl. (Response package)

:pm



PARK BOARD CONCESSION LICENCE AGREEMENT

Kitsilano Pool Concession Building and Patio at Kitsilano Beach Park

THIS LICENCE AGREEMENT (the “**Agreement**”) is effective as of May 17, 2024 (the “**Commencement Date**”)

BETWEEN:

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

(the “**Board**”)

AND: **1372868 B.C. LTD.** dba The Batch

s.22(1)

(the “**Licencee**”)

WHEREAS:

- A. Pursuant to the *Vancouver Charter*, the Board has possession, jurisdiction, and control over all permanent and temporary parks in Vancouver, British Columbia, including Kitsilano Beach Park;
- B. The Board would like to ensure that foods, snacks, and refreshments are available for purchase by visitors to the parks at certain locations and times within City of Vancouver parks;
- C. The City of Vancouver owns a number of City-owned buildings or structures in City of Vancouver parks that are designed and equipped for the keeping, preparation, and vending of foods, snacks, and refreshments; and
- D. The Licencee wishes to engage in the business of operating a food, snack, and refreshment facility within Kitsilano Beach Park, and the Board wishes to grant the Licencee a licence to occupy and operate a portion of the City-owned Kitsilano pool concession building and patio at Kitsilano Beach Park for those purposes.

THEREFORE, in consideration of the promises given and exchanged in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which the parties to this Agreement hereby acknowledge and accept, the Board and the Licencee agree as follows:

ARTICLE 1 THE CONCESSION

- 1.1 The Board hereby grants to the Licencee a licence to enter, occupy and use that portion of the City-owned building located at 2305 Cornwall Avenue, Vancouver, BC V6K 1B6 within the City's Kitsilano Beach Park (the "**Building**") containing the concession stand (the "**Concession**") during the period commencing on the Commencement Date and terminating on March 31, 2025, (the "**Initial Term**") for the purpose of operating a facility offering foods, snacks and beverages and other refreshments for sale to the public in accordance with the terms of this Agreement (the "**Purpose**"). The Board may extend the term of this Agreement until March 31, 2026 by providing the Licensee with written notice prior to March 15, 2025 and until March 31, 2027 by providing the Licensee with written notice prior to March 15, 2026 (the "**Renewal Terms**" and, together with the Initial Term, the "**Term**").
- 1.2 The Licencee will use the Concession only for the Purpose, and for no other purpose, and will operate the Concession and keep the Concession open to the public at and during, at a minimum, the operating hours set out in Schedule A to this Agreement, as may be amended or replaced from time to time by the Board at its sole discretion (the "**Operating Hours**").
- 1.3 The Board will provide to the Licencee, along with the Concession, all of its equipment and utensils used in connection with the operation of the Concession (the "**Board's Equipment**"), except for patio seating. The Licencee will provide and maintain seating equipment for the patio, which will include built-in benches, picnic tables, and high-top tables. The Licencee will arrange the patio seating according to the design shown in Schedule D.
- 1.4 The Board will be responsible at all times during the Term for reasonable and ordinary maintenance and repair of the Building, including the Concession and the Board's Equipment and, if reasonably necessary, for replacement of any of the Board's Equipment that malfunctions as a result of ordinary use and reasonable wear and tear. The Licencee will notify the Board when the Building, Concession or any of the Board's Equipment is in need of any such maintenance, repair or replacement, and the Board will take reasonable steps to carry out such maintenance, repairs or replacements within reasonable periods of time.
- 1.5 If the Licencee wishes to bring any additional equipment or utensils into the Concession for use in its operation, or for any other purpose, it will seek the Board's permission in advance and will work with the Board to ensure that it can adequately and safely accommodate the additional equipment or utensils within the Concession and that they contribute to the improvement of services provided to the public.
- 1.6 The Licencee will not remove or cause the removal of any of the Board's Equipment from the Concession without the Board's prior consent. The Board must be allowed a reasonable opportunity to inspect any such equipment and utensils prior to their removal, and any removal will be arranged and carried out by the Board.
- 1.7 In operating the Concession, the Licencee will offer for sale and will sell to the public only such foodstuffs, snacks, non-alcoholic beverages, refreshments and other goods, merchandise, things or services as the Board specifically and expressly approves in

writing (the “**Goods**”). The Licencee will obtain all permits, licences, and approvals that are required by British Columbia’s Liquor and Cannabis Regulation Branch in order for the Licencee to sell liquor from the Concession, including “Serving It Right” certification for all of the Concession staff who will serve alcoholic beverages to customers. The Licencee will adhere to the Board’s Parks Control By-law and not provide or sell any glass beverage bottles or containers to the public. The Licencee will offer for sale and will sell alcoholic beverages to people aged nineteen and older (the “**Alcoholic Concession Items**”). The Licencee will order all Goods only from the Board through its central storage and supply facilities and/or from suppliers approved by the Board.

- 1.8 The Licencee will charge only such prices for the Goods and services to be offered for sale to the public in operation of the Concession as the Board specifically and expressly approves in writing.
- 1.9 The Licencee will be solely responsible for ensuring that sufficient cash is available in a float at the Concession at all times during the Term to provide customers of the Concession with the appropriate amount of change for the purchases the customers make with cash.
- 1.10 The Licencee will be responsible for collecting and will collect from customers of the Concession all of the money that the customers of the Concession pay to the Concession in exchange for the Goods and the Alcoholic Concession Items. The Licencee will process sales of the Goods through the Board’s point of sale system and sales of the Alcoholic Concession Items through the Licencee’s point of sale system. The Licencee will also be responsible for collecting and will collect from customers of the Concession all of the taxes required to be paid and collected on the sale of the Goods and the Alcoholic Concession Items. The Licencee will ensure that the money and taxes that the customers of the Concession pay electronically for the Goods is electronically deposited to the Board’s bank account. Licencee agrees that the money and the taxes that the customers of the Concession pay electronically for the Goods will go directly into the Board’s bank account. The Board will provide written notice of the Board’s bank account information that the Licencee should use for electronic payments. From time to time during and throughout the Term, in accordance with a schedule or schedules to be agreed upon between the Licencee and the Board, or, in the absence of such agreements, at such times as from time to time the Board may require, the Licencee will deliver to the Board or make available to it for pick-up at the Concession by an authorized representative or agent of the Board, all cash received from Concession sales of Goods occurring since the time the Licencee last packaged cash monies from Concession sales for delivery to or pick-up by or on behalf of the Board in accordance with this section. Prior to the pick-up or delivery of such monies, on each and every occasion, the Licencee will put all such cash monies received from Concession sales into the valuables bag(s) the Board provides to it for that purpose and will then lock and seal the bags in accordance with the Board’s instructions. The Licencee will make any and all such deliveries it makes pursuant to this section to the Board of cash monies from Concession sales by armoured car company chosen or approved by the Board. The Board will remit to appropriate levels of government all such tax monies collected on the sale of the Goods. The Licencee will remit to appropriate levels of government all such tax monies collected on the sale of the Alcoholic Concession Items.

1.11 During the Term, the Licencee will deliver a bi-weekly invoice to the Board for its commission of the gross revenue from selling the Goods during the Licencee's operation of the Concession, which will be calculated using the following formula:

- (a) the Licencee's bi-weekly commission for the Goods will be the gross revenues from sales of the Goods net of staff discounts and any overage or shortage of related receipts deposited to the designated bank account or bank accounts multiplied by thirty (30) percent.

The Board will pay the Licencee's commission within a net of 30 days from the date of receipt of the Licencee's invoice. As directed by the Board, the Licencee will deliver to the Board all delivery slips, invoices, cash return sheets, audited revenue reports, and other documents and records required for and relating to the operation of the Concession. The Licencee will follow proper accounting procedures and controls. The Licencee will ensure that at all times during the Term it has or has access to a working printer, scanner, and computer featuring the Microsoft Office suite of products, particularly Microsoft Excel, all of which the Licencee will provide electronic records of the foregoing items and weekly revenue totals to the Board. The Board will remit to appropriate levels of government all of the taxes applicable to the commission on the gross revenues of the Concession that the Licencee receives from the Board. The Licencee will remit to appropriate levels of government all of the taxes applicable to the Licencee's employees and all taxes applicable to any cash gratuities the Licencee or its customers receive from customers of the Concession.

1.12 The Licencee may sell Alcoholic Concession Items from the Concession only for special events with all dates preapproved by the Board, and only if it obtains a special event liquor permit. Each special event liquor permit will allow Alcoholic Concession Items sales on Friday, Saturday and Sunday from 12:00 pm to 11:00 pm, and from 12:00 pm to 11:00 pm on Statutory Holidays and days the Honda Celebration of Light occur. The Licencee, at its sole cost, will be responsible for the procurement, purchase, price setting and sale of all Alcoholic Concession Items. The Licencee will ensure that customers consume Alcoholic Concession Items only within the area outlined in red in Schedule C, and the Licencee assumes all liabilities relating to alcohol sales and consumption.

1.13 On a monthly basis during the Term, the Licencee will pay to the Board a portion of the gross revenues from selling the Alcoholic Concession Items during the Licencee's operation of the Concession, which will be calculated using the following formula:

- (a) the gross revenues from sales of the Alcoholic Concession Items (the "**Gross Revenue**") net of staff discounts and any overage or shortage of related receipts multiplied by seven and a half (7.5) percent.

1.14 Within 20 days following the end of each calendar month during the Term, the Licencee will deliver to the Board, together with the Licencee's payment in Section 1.12, a written statement (the "**Monthly Statement**") signed by the Licencee:

- (a) containing a certification by the Licencee that the Monthly Statement is true and correct;
- (b) in such detailed form and scope as the Board reasonably requires; and

- (c) without limiting the previous requirements, showing:
 - (i) the amount of Gross Revenue for the preceding month (and fractional month, if any, at the commencement or expiry of the Term) and an itemization of all permissible exclusions and deductions;
 - (ii) the amount of Gross Revenue for all preceding months of the year; and
 - (iii) the monthly payments made on account of the payments referenced in Section 1.12 for the year.
- 1.15 Within 45 days following the end of each year (and within 45 days of the expiry or sooner cancellation of the Term), the Licencee will deliver to the Board a written statement (the “**Annual Statement**”) signed by the Chief Financial Officer of the Licencee:
 - (a) stating that the Gross Revenue as shown in the Annual Statement is in accordance with the definition of Gross Revenue;
 - (b) containing a certification that the Annual Statement is true and correct;
 - (c) is in such detailed form and scope as the Board requires; and
 - (d) without limiting the previous requirements, showing by month the amount of Gross Revenue during the preceding year.
- 1.16 Within 90 days following the end of each year (and within 90 days of the expiry or sooner cancellation of the Term), the Licencee will deliver to the Board a written statement showing the amount of Gross Revenue during the preceding year (or current year in the event of the expiry or sooner cancellation of the Term), duly audited by an accountant whose professional opinion will, without qualification, state specifically that they have examined the report of Gross Revenue for the preceding year, and that such examination included a general review of the Licencee’s accounting procedures and such tests of the Licencee’s books and records and other supporting evidence as the chartered accountant considers necessary in the circumstances, and that in their opinion such report presents fairly and accurately the Gross Revenue of the preceding year in accordance with the provisions of this Agreement and generally accepted accounting principles applied on a basis consistent with that of the year preceding the preceding year (if any).
- 1.17 Upon written request of the Board, the Licencee will, at the Licencee’s expense, deliver to the Board within 6 months after the Licencee’s fiscal year end:
 - (a) complete financial statements of the Licencee duly audited (if available, otherwise unaudited) by an accountant for such fiscal year, including a balance sheet, a statement of profit and loss and a statement of changes in financial position, and all notes made pertaining to such statements, and
 - (b) a copy of a procedural audit, if any, conducted by an accountant of the Licencee’s operating and administrative procedures for such fiscal year.

- 1.18 The Licencee will not change its procedures relating to any aspect of its reporting of Gross Revenue without the prior written consent of the Board, which consent will not be unreasonably withheld.
- 1.19 Where the Licencee fails to deliver within the time provided the statements and information required under this Agreement, the Board, in addition to the Board's other rights and remedies, has the right (on 5 calendar days' prior written notice) to employ a chartered accountant or auditor to examine the Licencee's books and records and acting as an expert and not as an arbitrator, to certify the amount of Gross Revenue for such period as is related to the statement in question, and the Licencee will pay to the Board on demand the cost of any such examination and certification together with any amount shown to be owing on account of the payments referenced in Section 1.12.
- 1.20 The Licencee will conduct an inventory of the Licencee's inventories of supplies, food, snacks, and drinks at the Concession at least once per month from April through October during the Term and report the results in writing to the Board. If, based upon the Licencee's accounts or the Board's audit of the inventories of supplies, foods, snacks, and drinks at the Concession, the Licencee has more than \$1,500 of unsold inventory at the Concession as of October 16, 2024, then the Board may reduce any amounts owing to the Licencee under this Agreement by up to 50% of the value of the unsold inventory.
- 1.21 The Licencee will not accept, and will ensure that none of its employees or contractors accept, any cash or electronic gratuities or tips from customers without the prior written approval from the Board.
- 1.22 The Licencee will disable the tip function on its electronic payment systems as and when directed by the Board. If the Board has not directed the Licencee to disable the tip function, the Board reserves the right as to when the tip feature is displayed during the payment process.
- 1.23 The Licencee will follow all of the requirements stated in the Board's operations manual for selling food and drinks from the concession through mobile ordering food applications.
- 1.24 The Licencee and the Board will collaborate on marketing and branding of the Concession.

ARTICLE 2 STANDARDS OF OPERATION

- 2.1 The Licencee will operate the Concession in a good, professional and business-like manner, in keeping with the standards of the Board's park operations, to the Board's satisfaction. The Board may enter the Concession at any time to inspect any and all aspects of the Licencee's operation of the Concession or, as the Board, in its discretion, may determine, to deal with any emergency or apprehended emergency.
- 2.2 The Licencee will keep the Concession and all areas adjacent to it, neat, tidy and clean, free of litter, garbage and other refuse, and safe at all times, to the satisfaction of the Board.

- 2.3 The Licencee will ensure that the Concession is adequately supervised, secured and maintained at all times during the Operating Hours to the satisfaction of the Board.
- 2.4 The Licencee will operate the Concession in compliance with all applicable laws, regulations, bylaws, rules and policies, including, without limitation, any relating to the keeping, use and preparation of foodstuffs, perishables and liquor, of any authorities having jurisdiction over such matters, including, without limitation, the Board, the City of Vancouver, the Medical Health Officer of the City of Vancouver, the Vancouver/Richmond Health Board, British Columbia's Liquor and Cannabis Regulation Branch, the Province of British Columbia and the Government of Canada.
- 2.5 The Licencee will maintain and comply with a standard food safety plan and will maintain records for such plan and any inspections related thereto in the Concession. Should the Licencee receive any health inspector reports during the Term, the Licencee will provide a copy of such report(s) immediately to the Board.
- 2.6 The Licencee may dispose of any refuse, litter or other garbage resulting from Concession related activities, or otherwise collected by the Licencee pursuant to this Agreement, into any of the Board's garbage and refuse receptacles, cans, containers or dumpsters situated in the vicinity of the Building or as the Board may otherwise permit.
- 2.7 The Licencee will not park, or allow any other person to park, any motor vehicle at the Building without the express prior written consent of the Board.
- 2.8 The Board may, without any prior notice, access the Concession at any time for its own purposes, and for the purposes of assessing and inspecting any records the Licencee is required to maintain pursuant to this Agreement or inspecting and auditing the Licencee's inventories of supplies, foods, snacks, and refreshments at the Concession.

ARTICLE 3 EMPLOYEES

- 3.1 The Licencee may hire employees to perform services for the Licencee in the operation of the Concession.
- 3.2 The Licencee will be fully and solely responsible for all employment related matters connected to any persons it employs in the operation of the Concession, including, without limitation, the hiring, compensation, and dismissal of each employee, and will comply fully with and fulfill all employment related requirements imposed by law and all rules, regulations and policies of any authorities having jurisdiction over employment related matters for the Concession, including, without limitation, the Government of Canada, the Province of British Columbia and the City of Vancouver. In particular, but without limitation, at all times in the operation of the Concession, the Licencee will comply with and fulfill all requirements of the British Columbia *Human Rights Code*, *Employment Standards Act*, *Workers' Compensation Act* and WorkSafeBC and all applicable unemployment insurance, pension plan and income tax laws, regulations, rules and policies. This includes, without limitation, the following:
 - (a) the Licencee will not employ any person who is under the age of 15 years without first obtaining written consent from the person's parent or guardian;

- (b) the Licencee will not employ any person who is under the age of 12 years without first obtaining permission from the B.C. Minister of Labour or other person designated as the authority in respect of such matters;
- (c) the Licencee will not employ any person who does not have a valid Canadian Social Insurance Number;
- (d) beginning immediately on the first hiring of an employee for the Concession, the Licencee will register for WorkSafeBC insurance coverage for any and all employees as required under the laws of British Columbia and any applicable policies, rules and regulations of WorkSafeBC and will carry out all further registrations and notices with WorkSafeBC as may be required from time to time and will be responsible for making all appropriate payroll deductions and payments of WorkSafeBC premiums for all such employees and, if the Licencee so chooses and WorkSafeBC permits, for the Licencee. The City will not be responsible in any way for arranging, paying for or providing WorkSafeBC insurance coverage for or any sick or disability pay or other benefits of any kind whatsoever to the Licencee or any of its employees in operation of the Concession; and
- (e) the Licencee is hereby designated as “Prime Contractor” as defined in the *Workers’ Compensation Act* and its regulations in respect of its operation of the Concession and occupation thereof and the Licencee hereby expressly accepts such designation as Prime Contractor. As Prime Contractor of the Concession, the Licencee shall comply with the obligations set out in Schedule B of this Agreement. The Licencee further acknowledges that as the Prime Contractor, simultaneous compliance with the obligations set out in Schedule B of this Agreement by the Board or the City of Vancouver would result in unnecessary duplication of effort and expense and the health and safety of any persons at the Building or surrounding areas would not be put at risk by such compliance only by the Licencee.

- 3.3 The Licencee will provide the Board with the name and contact information for the appointed manager of the Concession. Should the appointed manager be absent from the Concession for more than three consecutive days, the Licencee will provide the Board with the name and contact information for any employee who is appointed to act as temporary manager.

ARTICLE 4 RELEASE AND INDEMNITY

- 4.1 The Licencee hereby releases the Board and the City of Vancouver and their officials, employees and agents (collectively, “**City Personnel**”) from, and agrees to indemnify the City Personnel for and save them harmless from and against, any and all manner of liabilities, claims, demands, actions, causes of action, suits, damages, losses, costs, expenses, legal expenses, malfunctions, disruptions, interferences with or obstructions of view experienced, suffered, incurred, raised, brought or advanced by any person or entity, including the Licencee and any of its employees or agents, the Board, the City or any City Personnel, relating to or arising from this Agreement, including without limitation, the Licencee’s operation of the Concession, use of the Board’s Equipment and occupation or use of the Building.

- 4.2 This release and indemnity provision will survive the termination or expiry of the term of this Agreement.

ARTICLE 5 INSURANCE

- 5.1 The Licencee, at its sole expense, will obtain and carry throughout the Term commercial general liability insurance with limits of not less than \$2,000,000 per occurrence or such higher limit of coverage as the City's Director of Risk Management may reasonably require from time to time, that will:
- (a) indemnify and protect the Licencee, its employees, agents and contractors against all claims for loss, damage, injury or death to any person or persons and for damage to the Building or any public or private property occurring or arising by virtue of the Licencee's presence in or use of the Building;
 - (b) name the Board, the City and their officials, officers, employees and agents as additional insured;
 - (c) contain a cross liability clause insuring the Licencee, the Board, the City and their respective officers, employees and agents in the same manner and to the same extent as if separate policies had been issued to each and apply with respect to any action brought against one party by the other or by any officer, employee or agent of one party, and any breach of a condition of the policy by any party or by any officer, employee or agent of one party will not affect the protection given by the policy to any other party or to any officer, employee or agent of any party;
 - (d) provides that the Board, as represented by its Manager of Commercial Operations, and the City will receive 30 days' prior written notice of cancellation or any material change that will reduce the coverage of the policy;
 - (e) include blanket contractual liability coverage for any liability arising directly or indirectly out of the performance of this Agreement.
- 5.2 Prior to the Commencement Date and from time to time during the Term, the Licencee will deliver to the Board, to its Manager of Commercial Operations, within ten days after demand from the Board or the City, a certificate of insurance for the insurance the Licencee has arranged to purchase or has purchased and will have or has in place pursuant to this Agreement.

ARTICLE 6 EXPIRY OR TERMINATION OF AGREEMENT

- 6.1 The Licencee may terminate this Agreement by giving to the Board, on or before the last day of any month during the term of this Agreement, one month's written notice of its intention to terminate this Agreement, in which case the Licencee will vacate the Concession in accordance with the terms of this Agreement by the end of that notice period.
- 6.2 The Board may terminate this Agreement at any time during the Term for any reason by delivering personally, electronically or by pre-paid ordinary post to the Licencee, one

month's written notice of the Board's intention to terminate this Agreement. The Licencee will vacate the Concession by the end of the one month notice period described in the notice. The Board may, at any time during the Term, immediately and indefinitely suspend this Agreement by providing written notice to the Licencee. If the Board suspends this Agreement by providing notice under this section, then the Licencee will immediately close the Concession and not reopen the Concession until it receives written notice from the Board that the suspension of the Agreement has been lifted.

- 6.3 The Board may terminate this Agreement at any time without any prior notice to the Licencee if in the Board, in its sole discretion, believes that the Licencee has breached a term or terms of this Agreement such that the Licencee cannot or will not operate the Concession in any manner consistent with the best interests of the Board, and its parks and the visitors to it and Licencees thereof.
- 6.4 On termination or expiry of the term of this Agreement, the Licencee will deliver to the Board vacant possession of the Concession and, on doing so, the Licencee will leave it and the Board's Equipment in conditions that are no worse than when the Licencee first occupied and/or took possession of them, except for any reasonable wear and tear, failing which, the Licencee will pay the Board promptly on demand the amount of any expenses it might have to incur to return them to such condition or, with respect to the Board's Equipment, to replace it if reasonably necessary.
- 6.5 The Board, at its discretion, and at the Licencee's expense, may, in any way the Board sees fit, dispose of any goods, chattels or things the Licencee leaves behind in any part of the Building after vacating it or place them in storage to be held for the Licencee for any period of time the Board considers to be appropriate and then dispose of them in any way it sees fit.

ARTICLE 7 MISCELLANEOUS

- 7.1 The rights, powers and obligations of the Board in this Agreement may be exercised and fulfilled also by any of the Board's authorised representatives.
- 7.2 The term of this Agreement may be renewed or extended only by way of the express written agreement of the Board.
- 7.3 The Licencee may not assign this Agreement or any of the rights given to it herein to any other person or entity.
- 7.4 This Agreement will be governed by the laws of the British Columbia.
- 7.5 Time is of the essence in this Agreement.
- 7.6 Any notice required or permitted to be given pursuant to this Agreement will be sufficiently given if delivered in writing to:

(a) for the Board:

City of Vancouver
c/o Board of Parks and Recreation
2099 Beach Avenue

Vancouver, British Columbia V6G 1Z4

Fax: 604-257-8427

Attention: General Manager

(b) and for the Licencee:

1372868 B.C. LTD. dba The Batch

s.22(1)

Fax:

Email:

s.22(1)

Attention: Johnny Negrin

- 7.7 Any notice given by mail pursuant to this Agreement will be deemed to have been given and received three business days after the time it is posted.
- 7.8 Nothing in this Agreement creates as between the Board and the Licencee a relationship of employer and employee, principal and agent or a partnership or joint venture, and the Board is not required to provide the Licencee with employment benefits of any kind, including, without limitation, Canada Pension Plan premiums, Employment Insurance premiums, Medical Services Plan premiums, Extended Health Care Plan benefits, Dental Services Plan benefits, life insurance benefits, retirement pension benefits, long term disability coverage, sick leave, vacation pay, Employee Savings Plan benefits or gratuity day benefits.
- 7.9 The Licencee has no right to and will not represent to anyone that the Licencee's relationship with the Board is anything other than that of an independent contractor, and the Licencee will not represent in any way to anyone that the Licencee represents the Board or is authorised in any way to act on the Board's behalf or is an employee of the Board.
- 7.10 This Agreement and the rights and privileges granted to the Licencee herein do not create for or provide to the Licencee any interest in any land belonging to the City or the Board, including without limitation, the Building and areas adjacent to it, and this Agreement cannot be filed with any Land Title Office.
- 7.11 The Licencee hereby consents to the Board carrying out any and all financial and credit checks or inquiries in respect of the Licencee that the Board wishes to carry out, including, without limitation, the making of credit history inquiries with any credit service, bank or other financial institution, person or other legal entity, and the Licencee hereby authorizes all such persons or legal entities who may possess any financial or credit history information about the Licencee to release it to the Board without any liability to the Licencee whatsoever.
- 7.12 There are no warranties, representations, covenants, promises, agreements, conditions or understandings, oral or written, expressed or implied between the parties other than as set forth in this Agreement.
- 7.13 The Licencee acknowledges that it is entitled to seek independent legal advice before executing this Agreement.

- 7.14 Notwithstanding anything contained in this Agreement, if the Building is 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 ceases to be part of such a permanent public park pursuant to section 488 of the *Vancouver Charter*, then this Agreement and the licence granted hereunder will be terminable at the option of the City but all obligations of the Licencee up to the date of any such termination will survive such termination. Upon termination pursuant to this Section 7.14, at the option of the Licencee and subject to any required approval of Vancouver City Council or the Board, the City may enter into a separate licence agreement with the Licencee on the same terms and conditions of this Agreement, including the prorated licence fee, for the remaining balance of the Term. Should the Licencee not exercise its option to enter into such licence agreement, any licence fee paid to the City hereunder will be prorated and the fees for the remaining balance of the Term will be returned to the Licencee.
- 7.15 Nothing contained or implied in this agreement will derogate from the obligations of Licencee under any other agreement with the City or prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter* as amended from time to time and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be as fully and effectively exercised in relation to the Lands as if this agreement had not been executed and delivered by Licencee and the City.
- 7.16 This Agreement may be executed in one or more counterparts each of which will constitute an original and together will constitute one and the same Agreement. This Agreement may be executed by the parties and transmitted electronically or by facsimile and if so executed and transmitted, this Agreement will be for all purposes as effective as if the parties had delivered an executed original Agreement.

As evidence of their intention to be bound by this Agreement, the Licencee and the Board both have executed this Agreement as follows, to be effective as of the day and year first written above.

**CITY OF VANCOUVER, as represented by its
BOARD OF PARKS AND RECREATION**
by its authorized signatory or signatories:

s.15(1), s.22(1)

Signature

Steve Jackson, General Manager

Print Name and Title

Signature

Print Name and Title

1372868 B.C. LTD.
by its authorized signatory:

s.15(1), s.22(1)

Signature

John Negrin - Owner

Print Name and Title

Schedule A
OPERATING HOURS

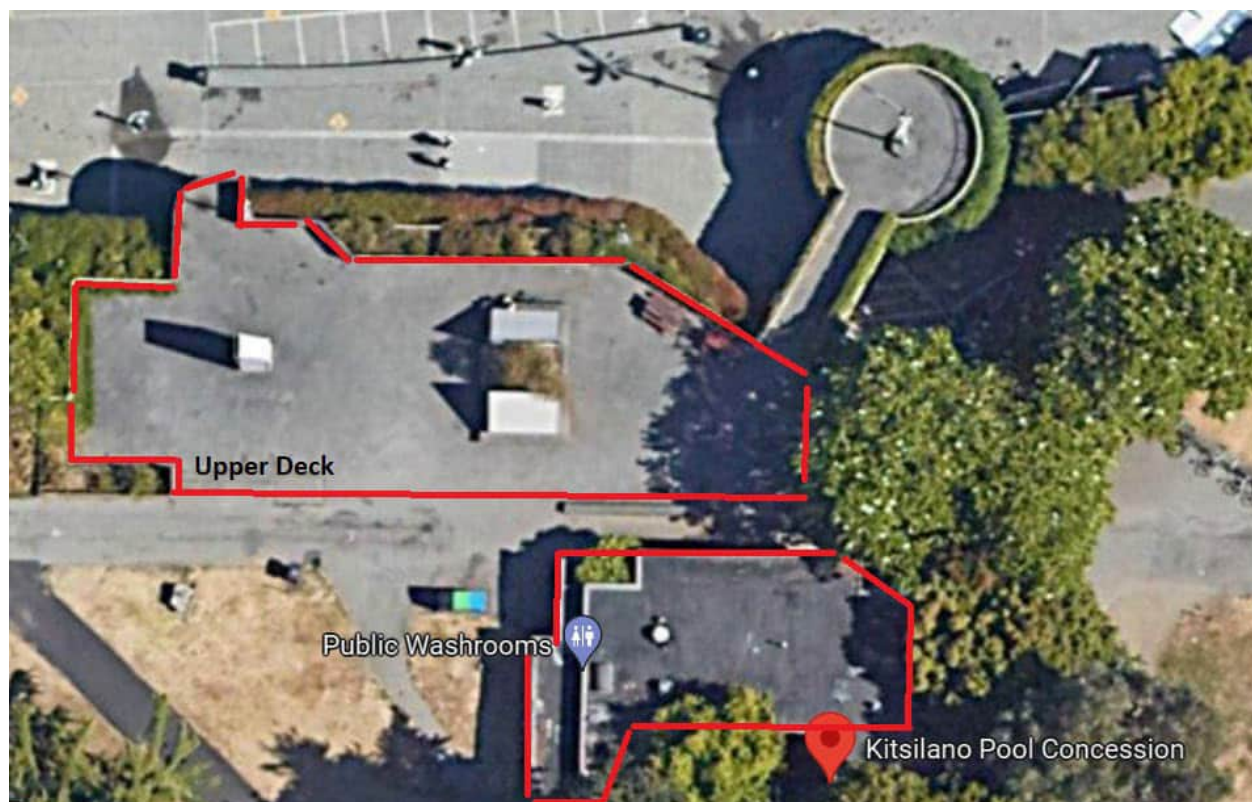
11:00 am to 10:00 pm on days set by the Board.

Schedule B

PRIME CONTRACTOR OBLIGATIONS

1. As Prime Contractor of the Concession, the Licencee shall carry out any and all duties and obligations required of a Prime Contractor under the *Workers' Compensation Act* and its regulations in respect of its operation of the Concession and occupation of the Building, including:
 - (a) providing a copy of its WCB "Clearance Letter", if not already done so;
 - (b) conducting any assessments of the Building and surrounding area to identify any risks or hazards to the health and safety of any persons at the Building or surrounding areas;
 - (c) designing an independent occupational health and safety program that complies with the *Workers' Compensation Act* and its regulations, and modifying such program if required to do so from time to time;
 - (d) ensuring that the activities of the Prime Contractor, any employees or any other persons at the Building or surrounding areas relating to occupational health and safety are co-ordinated;
 - (e) establishing and maintaining a system or process that will ensure compliance with the *Workers' Compensation Act* and its regulations;
 - (f) ensuring all employees are made aware of all known or reasonably foreseeable health or safety hazards to which the employees are likely to be exposed by working at the Building and surrounding areas;
 - (g) ensuring each tool, machine and piece of equipment, including the Board's Equipment, in the Building and surrounding areas that an employee may use are:
 - (i) capable of safely performing the functions for which it is used; and
 - (ii) selected, used and operated according to the manufacturer's instructions, safe work practices, and the *Workers' Compensation Act* regulations;
 - (h) ensuring and coordinating all first aid equipment and services requirements set out in the *Workers' Compensation Act* and its regulations; and
 - (i) if applicable, completing any incident investigation reports in compliance with the *Workers' Compensation Act* regulations.

Schedule C
LIQUOR CONSUMPTION ZONE



Schedule D
PATIO SEATING



February 25, 2025

1372868 B.C. LTD. dba The Batch

s.22(1)

Attention: Johnny Negrin

Dear Johnny:

Re: Kitsilano Pool Concession Licence Agreement (the "Licence Agreement") dated May 17, 2024, between City of Vancouver, as represented by its Board of Parks and Recreation ("Park Board"), and 1372868 B.C. LTD. (the "Licencee")

Pursuant to Section 1.1 of the Licence Agreement, the Park Board may extend the term of the Licence Agreement by providing written notice to the Licencee. The Park Board wishes to extend the Licence Agreement for a period of one (1) year, so that now it will expire on March 31, 2026.

Please let us know if you have any questions.

Sincerely,

s.15(1), s.22(1)

Jeff Dicken
Property Negotiator

VANCOUVER BOARD OF PARKS AND RECREATION