



Licence of Occupation

This AGREEMENT made this ___ day of August, 2023

BETWEEN: **The Corporation of the District of North Cowichan**
 7030 Trans-Canada Highway
 Duncan, BC V9L 6A1

("North Cowichan")

AND: **Cowichan Women Against Violence Society**
 246 Evans Street
 Duncan, BC V9L 1P8
 Attn: Jan Bate, Executive Director

("Licensee")

Definitions

1. In this licence:

- (a) **"land"** means 6002 Canada Ave, legally described as Lot 7, Plan 12658 (Folio 00669-000; PID: 007-724-284);
- (b) **"licensed area"** means the part of the land outlined in dark blue on the attached Schedule A, containing approximately 89 m²;

Grant of Licence and Term

- 2. North Cowichan grants the Licensee, which includes its employees, members, customers, guests and agents, a licence of occupation (the **licence**) to occupy the licensed area, on the terms below, for a five-year term from August 1, 2023 through July 31, 2028 (the licence **term**).
- 3. The Licence may be renewed for further five-year terms, by agreement of both parties.

Licence Fee

- 4. In consideration for granting the licence, the Licensee agrees to pay North Cowichan a licence fee of \$10.

Use of Licensed Area

- 5. The Licensee may only use the licensed area for the purpose of a green-space garden area, including bike storage, shed and fence (to be installed and maintained by the Licensee).
- 6. The Licensee has inspected the licensed area and acknowledges that it is suitable for the stated use.

Nature of Licence

7. The Licensee acknowledges that this agreement grants a licence only. It does not give, and must not be deemed to give, any other interest in the licensed area.
8. The Licensee agrees that the rights granted under this licence do not entitle the Licensee to exclusive possession of the Licensed area and that its' rights under this licence are non-exclusive.

Dealings with Licence

9. The Licensee must not assign the licence, or sub-licence all or part of the licensed area, without North Cowichan's prior written consent. North Cowichan may withhold consent without reason.
10. Assigning the licence does not release the Licensee from its obligations under the licence.
11. The Licensee must not encumber its interest in the licence.
12. The Licensee must not allow another person except its (a) agents, employees, or guests, and (b) assignees and sub-licensees whom North Cowichan permits, to occupy all or part of the licensed area.
13. The Licensee must ensure that its assignees and sub-licensees, if any, comply with the terms of the licence.
14. The Licensee and its agents, employees, assignees, and sub-licensees are not, and must not be deemed to be, agents or employees of North Cowichan.

Reentry into Licensed Area

15. The Licensee must allow North Cowichan and persons whom North Cowichan authorizes to enter the licensed area at any time on reasonable notice and for any reason.

Maintenance of Licensed Area

16. The Licensee accepts responsibility for the licensed area's welfare and agrees to keep the licensed area clean, tidy, and in good repair.

Repairs to Licensed Area

17. The Licensee must repair, at its expense, damage to the licensed area that results from the use of the licensed area by the Licensee or a person whom the Licensee allows to enter it.

Compliance with Enactments and Permits

18. The Licensee must, during the term, comply with applicable federal, provincial and local government enactments and permits, including laws, regulations, bylaws, orders, licences, and approvals. This also includes, but is not limited to, requirements set out in North Cowichan's Respectful Spaces Bylaw, 2020.
19. Without limitation, the Licensee must comply, during the term, with applicable enactments and permits relating to (a) building, (b) fire protection and control, (c) the environment.
20. The Licensee must show North Cowichan on demand that the Licensee's permits are valid.

Taxes

21. The Licensee must pay, on time, all taxes imposed during the licence on the Licensee's activity, income, and property, and the Licensee must pay all WorkSafeBC assessments.

Liens

22. The Licensee must promptly remove liens against all or part of the licensed area that arise from work done for, materials supplied to, and obligations incurred by the Licensee and comply at all times with the *Builders Lien Act* (British Columbia).

Utilities

23. The Licensee must pay, on time, charges that the Licensee incurs during the licence for utilities supplied to the land.

Changes and Improvements to Licensed Area

24. If a provincial or federal enactment or a change to a provincial or federal enactment requires changing the licensed area or part of the licensed area, then the Licensee must (a) notify North Cowichan, and (b) change the licensed area or part of the licensed area (as the case may be) at the Licensee's expense. Otherwise, the Licensee must not change or improve the licensed area, or part of the licensed area, without North Cowichan's prior written consent.

Nuisances

25. The Licensee must not do or have done anything in the licensed area that is, in North Cowichan's opinion, a nuisance.

Environmental Protection

26. The Licensee must not store or have stored, treat or have treated, or dispose or have disposed, hazardous substances in the licensed area. A **hazardous substance** means a contaminant, dangerous good, hazardous substance, pollutant, special waste, or toxic substance, or waste, as defined under the federal *Canadian Environmental Protection Act*, Provincial *Environmental Management Act*, or other applicable legislation pertaining to the environment, as amended from time to time (**environmental laws**).

27. The Licensee must notify North Cowichan immediately if (a) a hazardous substance is released in the licensed area, (b) a government agency notifies the Licensee that the Licensee is not complying with an environmental law, (c) the Licensee is notified of a third-party claim relating to the environment, or (d) the Licensee learns that a hazardous substance is present in the licensed area.
28. The Licensee must investigate, and report, as North Cowichan directs, if North Cowichan reasonably suspects that the Licensee's occupation and use of the licensed area might be introducing, or increasing the presence of, hazardous substances in the licensed area.
29. The Licensee shall take all reasonable care not to introduce any hazardous substance to the licensed area and areas adjacent to it. If the Licensee's use and occupation of the licensed area introduces, or increases the presence of, hazardous substances in the licensed area, then the Licensee must undertake remediation (as defined in the *Environmental Management Act*) at its expense.

Indemnity

30. The Licensee agrees to indemnify and save harmless North Cowichan from and against any and all claims, losses, damages, demands, causes of action, costs and expenses arising out of or connected directly or indirectly with the Licensee's occupation and use of the licensed area, or breaking a term of the licence.

Insurance

31. The Licensee must take out, and maintain during the licence, comprehensive general liability insurance of at least Two Million Dollars (\$2,000,000), on terms, and from an insurer, acceptable to North Cowichan.
32. The Licensee's comprehensive general liability insurance policy must (a) name North Cowichan as an additional insured, (b) state that it must not be cancelled, allowed to expire, or materially changed, unless the insurer notifies North Cowichan in writing at least 30 days in advance, and (c) state that North Cowichan's insurance claims must be paid before any other.
33. The Licensee must supply North Cowichan with proofs of insurance when this licence is signed, on renewal of the licence, and on demand.

Release

34. The Licensee releases and forever discharges North Cowichan from any and all claims arising from (a) breach of any provisions of this licence by the Licensee, (b) the Licensee's occupation and use of the licensed area, and (c) North Cowichan exercising its rights under the licence, unless such claims are caused by the wilful misconduct or negligence of North Cowichan.

Curtailment or Temporary Suspension of Use

35. If North Cowichan believes that circumstances beyond North Cowichan's control require curtailing or temporarily suspending the Licensee's use of the licensed area, then the Licensee must curtail or temporarily suspend (as the case may be) its use of the licensed area as North Cowichan directs.

Default

36. If the Licensee does not fulfill an obligation under the licence, then North Cowichan may fulfill the obligation for the Licensee. If North Cowichan incurs costs to fulfill an obligation under the licence that the Licensee does not fulfill, then North Cowichan may recover its costs of fulfilling the obligation from the Licensee on demand.

Cancellation or Forfeiture of Licence

- 37.** North Cowichan or the Licensee may cancel the licence for just cause with at least 60 days' written notice.
- 38.** If the Licensee does not fulfill an obligation under the licence, then North Cowichan may, rather than fulfill the obligation for the Licensee, cancel the licence in writing, effective 60 days after giving notice, unless the Licensee fulfills the obligation in that time.
- 39.** If a creditor of the Licensee's tries to seize the licence, or take the licence in execution or attachment, or (b) the Licensee becomes bankrupt or insolvent, then the Licensee forfeits the licence, and improvements to the licensed area, to North Cowichan.

Renewal and End of Licence

- 40.** The Licensee must notify North Cowichan at least three (3) months before the licence term ends if the Licensee wishes to apply for a renewal of the Licence.
- 41.** The Licensee must give up possession of the licensed area when the licence term ends, unless a renewal or extension has been granted.
- 42.** When the licence term ends, the Licensee must (a) remove, at its expense, its property from the licensed area, (b) leave the licensed area clean, tidy, and in good repair, and (c) remove, at its expense, improvements to the licensed area as North Cowichan directs.

Notices

43. Any notice, request, consent or other instrument which may be required to be given under this Licence must be given in writing and must be delivered in person, mail or email addressed to the respective addresses set out below, or to such other address either of the parties may designate in writing:

(a) North Cowichan: The Corporation of the District of North Cowichan
7030 Trans-Canada Highway
Duncan, B.C. V9L 6A1
Attention: Ted Swabey, CAO
Email: ted.swabey@northcowichan.ca cc to agreements@northcowichan.ca

(b) Licensee: Cowichan Women Against Violence Society
246 Evans Street, Duncan, BC V9L 1P8
Attention: Jan Bate, Executive Director
Email: exec.dir@cwav.org

44. Any notice, request, consent or other instrument must be deemed to have been given on the date of delivery in person, if mailed then on the 5th business day following the date of mailing, and if emailed then on the date the email is sent. The recipient agrees to confirm receipt of email where requested by the sender.

Overholding

45. If the Licensee continues to occupy the licensed area after the licence term ends and a renewal is not in progress, then the licence continues on the same terms, except (a) the Licensee must pay North Cowichan \$100 per month in advance for every month or part of a month that the Licensee continues to occupy the licensed area, and (b) North Cowichan may cancel the licence in writing at any time.

Dispute Resolution

46. North Cowichan and the Licensee agree to try to resolve disputes that arise from or in connection with this licence as efficiently and cost-effectively as possible.

47. If any dispute arises under this licence, the parties will make all reasonable efforts to resolve the dispute within 60 days of the dispute arising (or within such other time period agreed to by the parties) and, subject to applicable laws, provide candid and timely disclosure to each other of all relevant facts, information and documents to facilitate those efforts.

Freedom of Information

48. The Licensee acknowledges that the *Freedom of Information and Protection of Privacy Act* might require disclosing this licence, and records relating to this licence that are in North Cowichan’s custody or under its control.

As evidence of their agreement to be bound by this Licence, the parties have, by their authorized signatories, signed this Licence as of the date(s) below:

Cowichan Women Against Violence Society:

The Corporation of the District of North Cowichan:

Authorized Signatory

Rob Douglas, Mayor

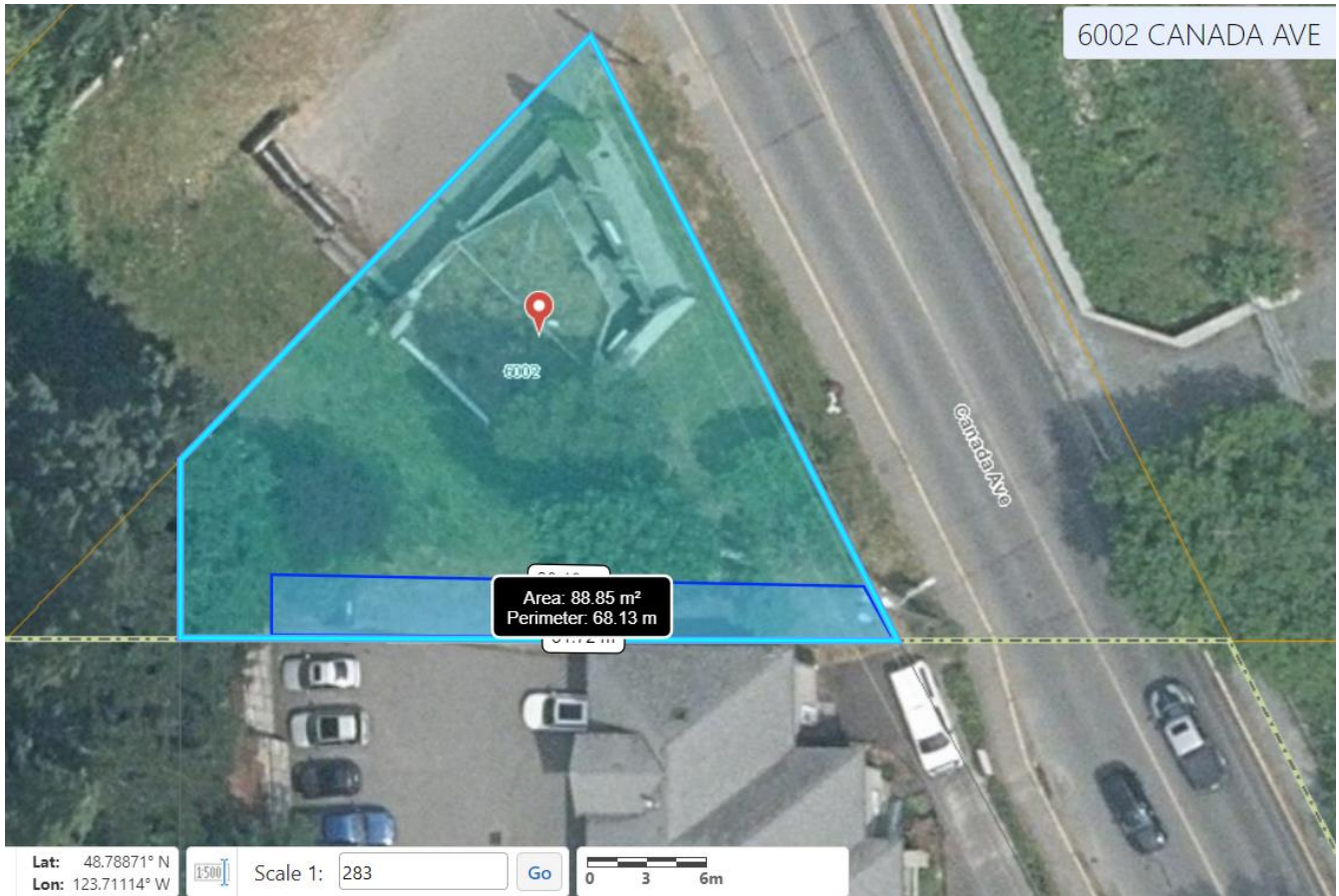
Date

Date

Michelle Martineau, Corporate Officer

Date

Schedule A Licensed Area



Parcel 6002 CANADA AVE

Description

Address: 6002 CANADA AVE
 ~ m2: 655.8787
 ~ Acre: 0.1621
 ~ Hectare: 0.0656
PID: 007-724-284
Folio: 00669-000
Lot: 7
Plan: [VIP1265B](#) (Always check for updated plans)
Non-Legal Descript: PT L 7 BK 3 PL 1265B SEC 20 R 6 Quamichan W/I MUN N COW
Section: 20
Range: 6
Land District: Quamichan
Zoning: R3
Split Zoned: NA
Zoning Bylaw PDF: [Click Here](#)
Map Grid: D-04 [Cadastral PDF](#)
Accuracy:
Method: COGO
GIS Link ID: 06158
Comments:

[View northcowichan.ca Property Report](#)

Owner

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