

ITEM	1
MANAGER'S REPORT NO.	72
COUNCIL MEETING	92/11/23

TO: CITY MANAGER

DATE: 1992 NOVEMBER 19

FROM: DIRECTOR RECREATION & CULTURAL SERVICES

SUBJECT: RENEWAL OF LICENCE AGREEMENT - BURNABY ART GALLERY ASSOCIATION AND THE CITY OF BURNABY

PURPOSE: To request Council's approval of the Licence Agreement between the Burnaby Art Gallery Association and the City of Burnaby.

RECOMMENDATION:

1. THAT the Licence Agreement between the Burnaby Art Gallery Association and the City of Burnaby be renewed for the period 1992 December 31 to 1997 December 30 on the same terms and conditions as the existing licence.

REPORT

At its meeting of 1991 December 04 the Commission received a report advising that the Art Gallery Licence Agreement would expire on 1992 December 30. The report advised that unless otherwise directed, renewal of the licence would be processed.

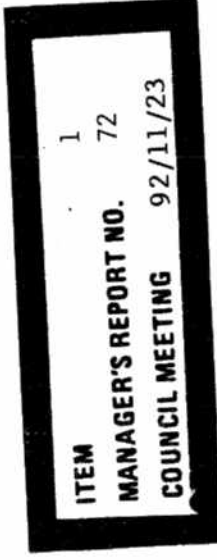
A report on this subject was received by the Parks & Recreation Commission at its meeting of 1992 November 18.

The report advised that the Art Gallery Association and the City Solicitor's Office have both reviewed the Licence Agreement and have indicated that no changes are required.

A copy of the old licence agreement has not been included in the Agenda due to its lengthy text, however, for Council's benefit the main terms of the agreement are as follows:

The Licensee covenants with the City:

- to operate a public art gallery in accordance with the terms of this agreement and in accordance with Schedule "A" (Burnaby Art Gallery Association Constitution) and to abide by Schedule "A" and any amendments thereto approved by the City.
- not to change or amend the said constitution without the written permission of the City.
- to furnish the premises and to insure the contents of the premises.
- to be responsible for and indemnify and save harmless the City from and against all claims, damages, actions, etc.
- to furnish the City annually, at the end of each fiscal year, with an audited operating statement and balance sheet, ...
- to use any profits arising from the use of the premises in maintaining, improving or developing the public art gallery.



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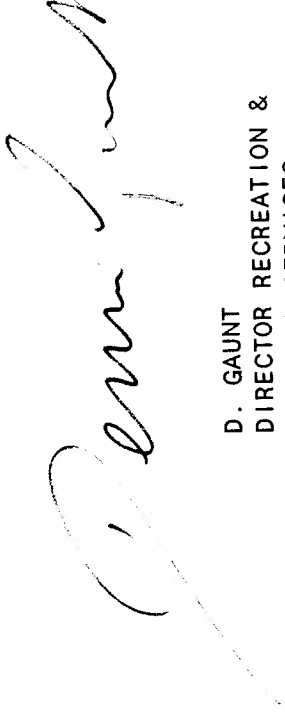
The City covenants with the Licensee:

- to insure and keep insured the premises (but not including contents) against loss by fire, and to provide Comprehensive General Liability Insurance coverage in respect of the premises.
- to maintain the exterior and interior of the premises including painting.
- to pay the costs of heating and lighting the premises.

It is mutually understood and agreed that:

- in the event that the City requires the premises for its own use then the City may thereupon cancel and terminate this agreement by giving the Licensee one year's written notice.
- if the City does not intend to renew this agreement the City shall, one year prior to the expiration of the term herein set out; give to the Licensee notice in writing to such effect.

The renewal will be for a five year period from 1992 December 31 to 1997 December 30.



D. GAUNT  
DIRECTOR RECREATION &  
CULTURAL SERVICES

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