

TO : CITY MANAGER DATE: 1995 AUGUST 03

FROM : ACTING DIRECTOR RECREATION AND CULTURAL SERVICES

RE : LICENCE AGREEMENTS WITH: LOCHDALE COMMUNITY HALL ASSOCIATION
AND CAPITAL HILL COMMUNITY HALL ASSOCIATION

PURPOSE : To request Council to approve the renewal of licence agreements
for Lochdale Community Hall Association and Capitol Hill
Community Hall Association for a further five year term.

RECOMMENDATION:

1. THAT approval be given to the renewal of licence agreements for Lochdale Community Hall Association and Capitol Hill Community Hall Association, for a further five year term commencing on the 1st day of July, 1995 and ending on the 30th day of June, 2000.

REPORT

At its meeting of 1995 August 02, the Parks and Recreation Commission received the attached staff report on the above subject and adopted the two recommendations contained therein.

H. Monroe
HUGH MONROE
ACTING DIRECTOR RECREATION AND
CULTURAL SERVICES

tc
Attachment
A/3849

cc: Director Finance
City Solicitor

Solicitor

SUBJECT: LICENCE AGREEMENTS WITH:
Lochdale Community Hall Association
Capitol Hill Community Hall Association

RECOMMENDATIONS:

1. **THAT** approval be given for the renewal of licence agreements for Lochdale Community Hall Association and Capitol Hill Community Hall Association, for a further five year term commencing on the 1st day of July, 1995 and ending on the 30th day of June, 2000.
2. **THAT** Council be requested to concur.

REPORT

Lochdale Community Hall Association and Capitol Hill Community Hall Association both operate the respective Commission community hall facilities under the authority of a five-year licence agreement.

These agreements have expired and new five-year term agreements have been prepared. The conditions and terms of the agreement remain unchanged and are acceptable by the associations.

The associations continue to operate within their constitutions and provide a valued facilitating service to many community recreation groups on behalf of the Commission. The current services provided through these two licence agreements continue to meet our expectations. Therefore, renewal agreements as attached should be implemented. (As both agreements are identical in content, only the Lochdale Community Hall Association agreement has been attached.)

The new five-year term is for the period 1995 July 01 to 2000 June 30. It is recommended that approval be given for the renewal of the licence agreements.

18 DD:mdw
Attachment

c.c. Director Finance
City Solicitor

c:\dd\LEASES\lochcap.rep

THIS AGREEMENT made and entered into this day of
1995.

BETWEEN:

CITY OF BURNABY
4949 Canada Way
Burnaby, B.C. V5G 1M2

(hereinafter called the "City")

OF THE FIRST PART

AND:

LOCHDALE COMMUNITY HALL ASSOCIATION
490 Sperling Avenue
Burnaby, B.C. V5B 4H3

(hereinafter called the "Licensee")

OF THE SECOND PART

WHEREAS the City is the owner in fee simple of ALL AND SINGULAR
that certain parcel or tract of land and premises situate, lying and being in the City of
Burnaby, in the Province of British Columbia, more particularly known and described as:

Lot 11 except: East 5 feet, Block 6, District Lot 206, Group 1,
New Westminster District, Plan 1323

on which is located the Lochdale Community Hall, known as 490 Sperling Avenue,
Burnaby, B.C. (hereinafter called the "premises");

AND WHEREAS the Licensee desires to use the premises;

NOW THEREFORE THIS LICENCE WITNESSETH AS FOLLOWS:

-2-

1. The City hereby grants unto the Licensee the licence, permission and privilege to use the premises during the term of five (5) years, commencing on the 1st day of July, 1995 and ending on the 30th day of June, 2000, paying therefor during the said term the sum of One (\$1.00) Dollar on the 1st day of July, 1995 and the 1st day of July in each year thereafter.

2. The Licensee hereby covenants with the City:

- (a) To keep the premises and all furniture, equipment, articles and utensils in good and sufficient repair, reasonable wear and tear only excepted, and in a clean and sanitary condition, and will repair according to notice and will leave same in good repair.
- (b) To use any profits arising from the use of the premises in maintaining, improving or developing the premises.
- (c) To keep proper books of account with respect to the said premises showing the receipts and disbursements, and to keep said books available for inspection by proper officers of the City.
- (d) The Licensee agrees to furnish the City annually, at the end of its fiscal year, with a copy of its operating statement and balance sheet, together with a current list of its members and a current equipment inventory list.
- (e) To bear all charges and expenses in connection with the use and operation of the premises and without limiting the generality of the foregoing, to pay for all propane gas, gas, electricity, telephone, and other services and materials supplied to the premises. The City shall provide and pay for garbage collection from the premises and shall supply water thereto at the City's

-3-

expense.

- (f) It is understood, covenanted and agreed that any building, structure or like improvements, now on the premises or hereafter constructed or placed thereon or attached thereto during the currency hereof are the property of the City and no compensation shall be payable by the City to the Licensee for any buildings, structures or other like improvement constructed, placed or attached to the premises by the Licensee.
- (g) To replace any furniture, equipment, articles or utensils of the City on the premises, lost, destroyed or damaged, reasonable wear and tear excepted.
- (h) To keep all verandahs, patios, stairs and steps of the premises clear of ice, snow and debris.
- (i) To allow the City, its servants, employees, agents, contractors and all others the Licensees of the City at all reasonable times to enter, pass and repass in and upon the premises and any building located thereon.
- (j) To acquire at its own expense all permits and necessary licences.
- (k) Not to carry on or permit to be carried on, in or upon the premises any activity which the City shall deem to be a nuisance or annoyance.
- (l) To observe and abide by all laws, bylaws and regulations of the City, or either of them, or other competent authority which in any manner relates to or in any way affects the use of the premises.
- (m) To close the premises in each year for one day to be fixed by the City against

-4-

the use thereof by the members of the Licensee and by the public.

- (n) Not to assign or sublet this Licence without the consent in writing of the City.
- (o) To be responsible for and indemnify and save harmless the City from and against all claims and demands, loss, costs, damages, actions, suits or other proceedings by whomsoever suffered, made, brought or prosecuted and howsoever caused, in any manner based upon, occasioned by or attributable to the execution or performance of these presents, or any action taken or thing done or maintained by virtue or in consequence hereof or omitted to be so taken, done or maintained, or the exercise or purported exercise in any manner of rights arising hereunder.
- (p) To assume all risk of injuries (including death) to any person and damage to any property whatsoever in any way arising out of or in connection with the use of the said premises, or anything done or omitted to be done by the Licensee, its servants, employees or agents or members of the said Licensee.
- (q) To insure and keep insured while this Licence is in force, with such companies and on such forms as are acceptable to the City, at the Licensee's expense, Comprehensive General Liability insurance covering premises and operations liability. The limits of liability shall not be less than the following:

Bodily Injury Liability	\$2,000,000	each occurrence
	\$2,000,000	aggregate products and/or completed operations
Property Damage Liability	\$2,000,000	each occurrence
	\$2,000,000	aggregate products and/or completed operations

-5-

The City shall be added as an additional named insured under the Comprehensive General Liability insurance. A Cross Liability Clause shall be made part of the Comprehensive General Liability insurance. All policies shall provide that they cannot be cancelled, lapsed or materially changed without at least 30 days' notice to the City by registered mail.

Prior to the commencement of this Licence, the Licensee shall file with the City a copy of each insurance policy and certificate required.

Should the Licensee neglect to obtain and/or maintain insurance as aforesaid, or deliver such policy or policies to the City, then it shall be lawful for the City to obtain and/or maintain such insurance and the Licensee hereby appoints the City its true and lawful attorney to do all things necessary for this purpose. All moneys expended by the City for insurance premiums under the provisions of this clause shall be charged to the Licensee.

- (r) To provide all cleaning and janitorial services for the premises.
 - (s) Not to make any claim or demand against the City for detriment, damage or injury of any nature and howsoever caused to the premises or to the Licensee's use or occupation thereof or to any buildings, structures, erections, improvements, motor or other vehicles, materials, supplies, articles, goods, effects or things at any time erected, brought, placed, made or being upon the premises.
3. It is mutually understood and agreed by and between the parties hereto:
- (a) That the Licensee is in no sense a servant, employee or agent of the City and the City shall in no manner be responsible for the debts and liabilities of the

-6-

Licensee.

- (b) That this Licence is not to be construed as conferring on the Licensee or on any other person on behalf of the Licensee any legal or equitable estate or interest or tenancy in any lands, premises, furniture, equipment, articles, utensils, matter or thing of the City or either of them and in particular in the premises.
- (c) Whenever in this Licence it is stipulated that anything shall be done or performed by either of the parties hereto it shall be assumed that such party has thereby entered, and such party does hereby enter into a covenant with the other party to do or perform the same.
- (d) This Licence may be terminated at any time by the City or the Licensee by giving to the other ninety (90) days' notice in writing of such termination.
- (e) That any notice required or desired to be given under or in respect of any of the terms of this Licence may be given by mailing the same in a prepaid registered envelope addressed to the party to whom the same is to be given as follows:

If given to the City:

City of Burnaby
4949 Canada Way
Burnaby, B.C. V5G 1M2

If given to the Licensee:

Lochdale Community Hall Association
490 Sperling Avenue
Burnaby, B.C. V5B 4H3

-7-

and any notice so given shall be deemed to have been given when in the ordinary course of post it should have been delivered.

- (f) That the furniture, equipment, articles and utensils listed in Schedule "A" attached hereto shall remain the property of the Licensee.
- (g) That the expression the "City" and the "Licensee" herein contained shall be deemed to include the executors, administrators, successors and assigns of such parties wherever the context so admits.
- (h) That wherever the singular or masculine are used in this Licence they shall be construed as meaning the plural or feminine or body corporate where the context or the parties hereto so require.

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

THE CORPORATE SEAL OF CITY OF
BURNABY WAS HEREUNTO AFFIXED
IN THE PRESENCE OF:

Authorized Signatory

SIGNED, SEALED AND DELIVERED BY
THE LICENSEE IN THE PRESENCE OF:

Name

Address

Occupation

SCHEDULE "A"

ITEM 21
MANAGER'S REPORT # 37
COUNCIL MEETING 95/08/14

LOCHDALE COMMUNITY HALL ASSOCIATION
490 SPERLING AVENUE
BURNABY, B.C. V5B 4H3

Equipment owned by the Lochdale Community Hall Association:

1. 140 folding steel masonite chairs .
2. 96 folding steel chairs
3. 31 wooden stacking chairs
4. 4 dollies for stacking chairs
5. 16 folding tables 7' x 2'
6. 20 new folding tables + EXTRA LEGS
7. 2 dollies for tables
8. 1 desk
9. 1 piano and stool
10. 10 heritage pictures on wall
11. 7 pairs drapes on windows + 2 SETS KITCHEN CURTAINS & 1 SET BATHROOM CURTAINS
12. 1 pair sheer drapes on stage
13. 1 electric cooler in liquor bar
14. 4 wall mounted ashtrays , 4 TOWEL DISPENSERS - 3 SOAP DISPENSERS
15. 3 ceiling fans 3 TOILET PAPER DISP.
16. 2 metal step ladders 3 CUP DISPENSERS
17. 3 carpets 4' x 3'
18. 1 gas range (6 burner)
19. 2 fridges
20. 1 warming oven WITH 12 TRAYS
21. 2 coffee urns - 100 cup
22. 1 tea urn - 40 cup
23. large table on wheels
24. 5 garbage cans + 1 IN EACH BATHROOM (2)
25. 1 cutting board
26. 1 floor polisher & CLEANING PADS
27. 4 mops, 2 dust mops, 1 wide broom, 1 standard broom, 7 assorted pails
28. 1 vacuum cleaner
29. 1 small radio
30. assorted repair tools in tool box + ASSORTED NAILS, SCREWS & TAPE
31. 1 set of flashlights
32. MISC. DISHES, CUP & SAUCERS ETC
33. 1 SET OF CUTLERY FOR 150 PEOPLE
34. 1 SPEAKER SYSTEM.
35. 1 3 BOTTLE BAR RIG.
36. MISC - CASES OF CLEANER, TOILET PAPER, HAND TOWELS, CUPS, ODD BARS
37. 2 - 100 FOOT CABLE EXTENSIONS
38. 1 TELEPHONE
39. PORTABLE STAIRS FOR STAGE, ARCH WITH MINI LIGHTS, SPEAKER STAND