
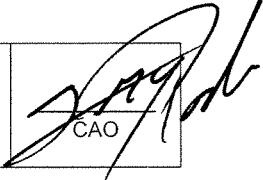


COUNCIL AGENDA/INFORMATION

<input type="checkbox"/> Closed	Date: _____	Item # _____
<input type="checkbox"/> Reg. Council	Date: <u>Dec 14, 2009</u>	Item # <u>22</u>
<input type="checkbox"/> Supplemental	Date: _____	Item # _____

 Director	 CAO
---	---

22

DISTRICT OF WEST VANCOUVER
750 - 17TH STREET, WEST VANCOUVER, BC V7V 3T3

COUNCIL REPORT

Date: November 16, 2009 File: 1145 – 06 SNOWBOARD
From: Gordon Reid, Land & Property Agent
Subject: Lease with the Canadian Snowboard Federation for Rental of Fulton House

RECOMMENDED THAT:

1. The report dated November 16, 2009 entitled "Lease with the Canadian Snowboard Federation for Rental of Fulton House" be received for information.

Purpose

The purpose of this report is to publicly bring forward the fully executed Lease to rent 1538 Fulton Avenue (Fulton House) for non-residential purposes, which is attached to this report.

Background

1..1 Prior Resolutions

At a Closed Meeting of Council on March 10, 2008, Council approved the Lease with the Canadian Snowboard Federation to rent Fulton House until after the Olympics.

The executed "Lease" for Fulton House is now presented for Public Information.

Author:


Gordon Reid, Land & Property Agent

Appendix A – Lease

This page intentionally left blank

This page intentionally left blank

LEASE

APPENDIX A

THIS LEASE dated for reference February 18, 2009.

BETWEEN:

THE CORPORATION OF THE DISTRICT OF WEST VANCOUVER,
a municipality under the laws of the Province of British Columbia,
having its principal offices at 750 - 17th Street, West Vancouver,
British Columbia V7V 3T3

(the "Municipality")

AND:

CANADIAN SNOWBOARD FEDERATION,
having an office at 1538 Fulton Avenue, West Vancouver,
British Columbia V7V 1S6

(the "Tenant")

WHEREAS:

- A. The Municipality is the registered owner of PID: 004-802-489 Lot 3 of Lot A Block 4 South 1/2 of District Lot 1055 Plan 6455 having a civic address of 1538 Fulton Avenue, West Vancouver, BC (the "Property");
- B. The Municipality is the owner of the house located on the Property (the "Premises");
- C. The Tenant wishes to lease the Premises for non-residential purposes;

NOW THEREFORE in consideration of the premises and other good and valuable consideration, the parties mutually covenant and agree as follows:

LEASE

1.1 The Municipality hereby leases the Premises to the Tenant on a month-to-month basis, until mid 2010.

1.2 The Municipality also grants to the Tenant the right to pass and repass over the Property as reasonably required to gain access to the Premises.

TERM

2.1 This Agreement will commence on the first day of March 2009 (the "Commencement Date"). The fee, as set out below for the Term, will be due on the Commencement Date. The expiry date for this Agreement will be the 1st day of June, 2010 (the "Term"), subject to earlier termination as provided herein, and subject to renewal if agreed to by the parties on such terms and conditions as may be mutually agreed upon.

FEE

3.1 The monthly fee for the Lease shall be the sum of one thousand five hundred dollars (\$1,500.00) per month (the "Fee"), payable on the first day of each month of the Term. In the event that the Fee is in arrears, it will bear interest at the rate of 1% per month, compounded monthly.

USE OF PREMISES

4.1 The Tenant covenants with the Municipality to use the Premises only for office space and general administrative purposes.

4.2 The Tenant will not permit any other person to carry on business on the Premises.

4.3 The Tenant will not knowingly do or permit anything which may void any insurance upon the Premises or the Property or cause any increased rate to be charged for insurance.

4.4 The Tenant will not carry on or suffer or permit to be carried on in the Premises or on the Property anything which is noxious or offensive or which could constitute a nuisance or which could annoy or disturb the other users of the Buildings or occupiers or owners of lands and premises adjoining or in the vicinity of the Property.

4.5 The Tenant will not permit the Premises to become unsightly or untidy.

TAXES AND ASSESSMENTS

5.1 The Tenant is not responsible for payment of municipal real property and school taxes.

UTILITIES

6.1 The Tenant shall pay, when due, telephone, utilities and all other charges related to its operations.

MAINTENANCE AND REPAIR

7.1 The Tenant is responsible for maintenance and repairs of the interior of the Premises and all improvements and equipment therein, including flooring, cabinetry, plumbing fixtures, heat registers, fireplaces, railings, walls and ceilings and their finishes, window and door trims, to keep the same in good condition.

7.2 The Municipality is responsible for maintenance and repairs of all exterior and structural components and the roughed in plumbing, wiring and heating of the Premises, House and Property as may be necessary, in the opinion of the Department, to keep the same in good condition, as well as cutting the grass on the property. The Municipality's employees and contractors shall be allowed reasonable access to the Premises to do such work.

7.3 The Tenant covenants that it shall notify the Department of any repairs or other matters related to the Premises or the Property requiring repair or maintenance.

7.4 Interior renovations of the Premises by the Tenant require the prior written approval of the Department.

7.5 Notwithstanding the provisions of section 7.2 above, if the Premises are damaged to an extent that the Department considers to be substantial then the Municipality may, at its option following consultation with the Tenant, choose to immediately terminate this Lease rather than repairing the same.

7.6 The Tenant is responsible for, at all times, keeping the Property and Premises neat and tidy and free of any refuse and debris, including clearing ice and snow from all sidewalks, entranceways, driveways, parking areas on or adjacent to the Property, all as a prudent owner would do.

SIGNS

8.1 The Tenant will not erect, paint, display, or affix any sign, awning, decoration, picture, lettering, symbol or notice of any kind on the exterior walls of the Premises or within the Premises if such sign is visible from the exterior of the House without first

obtaining the Municipality's written consent, such consent not to be unreasonably withheld. The Tenant will maintain any such sign in a good state of repair.

REMOVAL OF FURNITURE, FIXTURES & EQUIPMENT

8.2 At the expiration or earlier termination of this Lease, the Tenant is responsible for removing from the Premises all of the furniture, fixtures and equipment that the Municipality advises must be removed. The Tenant agrees that any fixtures brought into or installed upon the Premises by the Tenant, will become the property of the Municipality and remain upon and be surrendered to the Municipality with the Premises upon the expiry or earlier termination of this Lease, unless the Municipality requires, in writing, the Tenant to remove same, except as agreed upon between the Tenant and the Municipality.

INDEMNIFICATION OF MUNICIPALITY

9.1 The Tenant will and hereby does indemnify and save harmless the Municipality and its elected and appointed officials, officers, employees, agents of the Municipality and others for whom the Municipality is at law responsible (the "Municipality's Representatives") from and against any and all liabilities, damages, costs, claims, suits or actions whatsoever, including all costs of defending or denying the same, and all solicitor's fees and disbursements in connection therewith which at any time may be paid or incurred by or claimed against the Municipality and the Municipality's Representatives, arising, directly or indirectly, out of or in connection with:

- (a) any breach of any obligation set forth in this Lease to be observed or performed by the Tenant;
- (b) any act, omission, or negligence of the Tenant, its members, officers, directors, employees, agents, invitees or others for whom it is responsible;
- (c) any damage to property occasioned by the Tenant's use and occupation of the Property and Premises or any injury to person or person, including death, resulting at any time, directly or indirectly, from the Tenant's use and occupation of the Property and Premises; or
- (d) the granting of this Lease.

INSURANCE

10.1 The Tenant will obtain and maintain during the Term comprehensive general liability insurance with an insurance company and on terms satisfactory to the Municipality, with inclusive limits of not less than \$2,000,000 per occurrence, including \$2,000,000 for bodily injury and/or death to any one or more persons including voluntary medical payments and property damage (or such higher amounts as the Municipality may, from time to time, reasonably require).

10.2 The Tenant shall also insure its own possessions in the Premises or on or about the Property against loss or damage.

10.3 The Tenant will pay all premiums and sums of money in connection with such insurance as the same shall become due or payable, and shall furnish, upon demand, proof to the Municipality of the existence of such insurance.

10.4 The Tenant shall name The Corporation of the District of West Vancouver as an additional named insured on all insurance policies entered into as a requirement of Section 10.1 and the policies will require the insurer to provide the Municipality with thirty (30) days' notice of cancellation.

TERMINATION

11.1 If the Premises, or any part thereof, are not used by the Tenant for the purposes of the Lease for a period of thirty (30) days or more, or are used by any person or persons for any purpose other than as herein provided, without the written consent of the Municipality, or the Tenant fails to abide by this Lease or remedy a default hereunder within fifteen (15) days of receiving notice from the Municipality, then this Lease shall cease and the Term shall be at an end and the Municipality may re-enter and take possession of the Premises.

11.2 The Municipality, at its sole option, reserves the right to terminate the Lease with thirty (30) days' written notice.

11.3 Upon expiry or termination of this Lease, the obligations of each party to the other will be at an end except in respect of the Tenant's obligation to indemnify the Municipality contained in section 9.1.

SUBLETTING AND ASSIGNMENT

12.1 The Tenant covenants not to assign nor grant any lease to occupy the Premises to anyone without the prior written consent of the Department, which consent may be refused.

PARTIES BOUND

13.1 This agreement shall enure to the benefit of and be binding upon the Municipality, its successors and assigns and to successors and permitted assigns of the Tenant.

NON-WAIVER BY MUNICIPALITY

14.1 The waiver by the Municipality of, or the failure of the Municipality to take action with respect to any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach of

the same, or any other term, covenant, or condition. The subsequent acceptance of payments due hereunder by the Municipality shall not be deemed to be a waiver of any preceding breach by the Tenant of any term, covenant, or condition of this Lease.

SINGULAR INCLUDES PLURAL, ETC.

15.1 Wherever the singular or the masculine are used in this document, the same shall be deemed to include the plural or the feminine or the body politic or corporate, also the successors and assigns of the respective parties hereto, where the context so requires.

NOTICES

16.1 Any notice which is required or permitted to be given shall be in writing and may be delivered personally or may be forwarded by first class prepaid registered mail to the addresses set out below or such other address as the parties may advise:

(a) To the Municipality:

Municipal Clerk
The Corporation of the District of West Vancouver,
750 - 17th Street,
West Vancouver, B.C. V7V 3T3

(b) To the Tenant:

Ms. Pat Smith, Director of Finance & Administration
Canadian Snowboard Federation
1538 Fulton Avenue
West Vancouver, B.C. V7V 1S6

Remainder of page intentionally left blank

16.2 Any notice sent as registered mail is deemed to have been given five (5) business days after it has been posted, addressed to the parties at their respective addresses provided that if between the time of mailing and the actual receipt of the notice, a mail strike, slow down, or other labour dispute which might affect the delivery of such notice by mail occurs, then such notice is only effective when actually delivered.

TIME

17.1 Time is of the essence in this Lease.

Signed by the duly authorized representatives of the parties on the day and year first above written.

THE CORPORATION
OF THE DISTRICT OF WEST VANCOUVER
by its authorized signatories:

P. Goldsmith-Jones
Mayor Pamela Goldsmith-Jones

A. Scholz
Clerk Sheila Scholz

CANADIAN SNOWBOARD FEDERATION
by its authorized signatories:

[Signature]
Name:

Pat Smith
Name:

This page intentionally left blank



This page intentionally left blank

