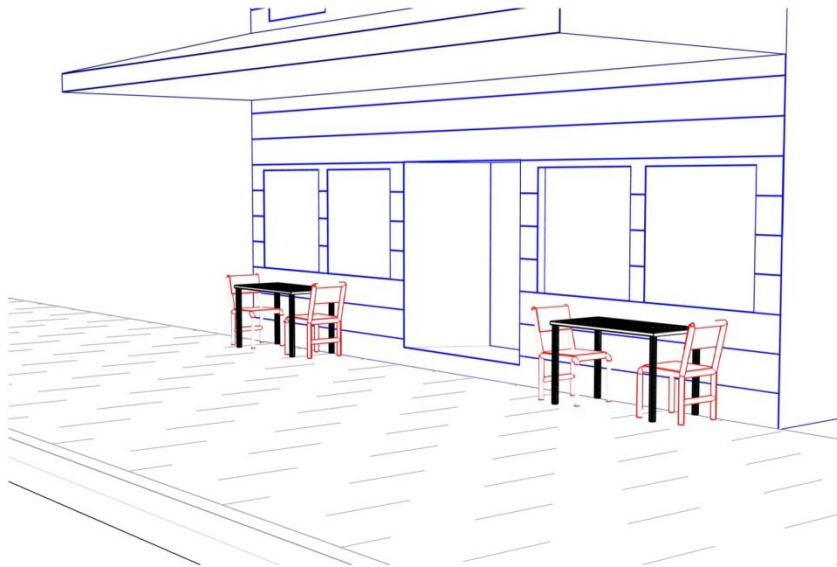


**THIS PACKAGE FOR SMALL SIDEWALK PATIO ON CITY PROPERTY INCLUDES:**



- 1. Requirements**
- 2. Process**
- 3. Operating Requirements**
- 4. Application**
- 5. Licence Agreement**

**For additional information, call Development Services Department at (250) 627-0960, or  
come to City Hall, 424 – 3<sup>rd</sup> Avenue West, Main floor**

**July 25, 2011**

# INFORMATION & PACKAGE FOR SMALL SIDEWALK PATIOS ON CITY PROPERTY

## 1. REQUIREMENTS:

The guidelines for sidewalk patio design must consider Development Permit Area design guidelines and each approved sidewalk patio requires the following:

### Specifications:

- 1. This permit is for patio use commensurate to your current use and other permits not under the jurisdiction of the City of Prince Rupert may be required – such as, but not limited to Liquor Control Board and Northern Health Authority.
- 2. Enter into a Licence Agreement with the City of Prince Rupert.
- 3. Directly abut the premises so patrons and servers do not cross the flow of pedestrians
- 4. Leave sufficient unobstructed space for the comfortable passage of pedestrians. This will be a minimum clear sidewalk width of 2.44 m (8 ft.). The Director of Engineering Services may require additional space to accommodate high pedestrian volumes such as near intersections. If the Director of Engineering Services determines that sidewalk use, pedestrian volumes, etc. do not warrant these widths, lesser widths may be permitted.
- 5. No permanent installations including but not limited decking and railing. Planters maybe considered subject to location and design.
- 6. Not blocking access to Fire Department connections, utility, water, sewer, gas) connections, or exits from the premises or from adjacent building;
- 7. Have a mandatory closing hour of 11:00 p.m. if they are in, or within 200 feet of, areas that have residential uses, or earlier should the City or the RCMP request it;

### Design Maintenance:

- 8. Have no more than 2 tables per permit, which may be a maximum of 24” wide, with 2 seats per table.
- 9. Have all furniture placed on the sidewalk in a clean and safe condition
- 10. Have the entire sidewalk area in front of the primary premises kept litter and stain free;

## 2. PATIO APPLICATION PROCESS

- (1) The small Sidewalk Patio Program allows the occupancy of the city sidewalk by a maximum of 2 tables and 4 chairs for the purposes of a sidewalk patio. Although designed primarily for the small deli or take-out coffee shop, this permit may be applied to any restaurant or patio with adequate sidewalk space.
- (2) Once the required information is in place, your application will be reviewed by the City Manager or at his discretion, City Council for consideration.

- (3) If your application is approved by the City Manager or City Council, you may obtain your permit at the Development Services counter upon submitting:
- signed Licence Agreement
  - payment as stipulated in the Licence Agreement
  - a completed City of Prince Rupert's Certificate of Liability Insurance form (provided in the package) signed by an authorized representative of your insurance company (ie. Company or Agent).

### **3. OPERATING REQUIREMENTS**

- (1) Once your sidewalk patio has been approved and authorized, you must renew it annually on or before April 1<sup>st</sup> of each year by completing the following requirements:
- maintain a current Business Licence
  - maintain a valid liability insurance in compliance with application requirements of the Sidewalk Patio Licencing Agreement and as outlined in the application form.
- (2) Development Services will authorize you to operate your sidewalk patio by giving you a Sidewalk Patio Permit.
- (3) It is important that you adhere to the plans as approved by the Development Services Department. If you wish to make any changes, please call the Development Services Department at (250) 627-0960 to apply for authorization **before making any alterations.**
- (4) The Small Sidewalk Patio Permit allows annual operations and the Licence Agreement determines the term to the maximum of 3 years.
- (5) **Small Sidewalk Patio Fees:**  
\$ 75 annually – for rent fees  
\$ 100 per term – for encroachment agreement fee
- (6) Proof of Insurance must be produced at the time of annual payments.
- (7) Failure to meet any of the above requirements may result in any objects remaining on City property being removed by City crews (at the business owner's expense), and may jeopardize your future involvement in the program.

**4. SMALL SIDEWALK PATIO APPLICATION FORM**

Date: \_\_\_\_\_

Business Trade Name (dba): \_\_\_\_\_

Phone No. \_\_\_\_\_

Description of Business: \_\_\_\_\_

Business Address: \_\_\_\_\_

Fax No. \_\_\_\_\_

Business Name (in full): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Postal Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

Email: \_\_\_\_\_

Hours of Operation: \_\_\_\_\_

Legal Description of Property: \_\_\_\_\_

Signature of Owner if Different from Applicant: \_\_\_\_\_

Date: \_\_\_\_\_

Print: \_\_\_\_\_

Owner Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print: \_\_\_\_\_

Name of Insurance Company: \_\_\_\_\_

Phone No. \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Fax No. \_\_\_\_\_

(1) Please submit \$50.00 **Non-refundable** application fee.

(2) **Submit 2 copies of:**

- a. **SITE PLAN** – the PLAN view (from above) of the sidewalk patio. Please include the curb and show all street furniture and parking areas (trees, garbage containers, benches, bus zones, loading zones, telephone booths, etc., street lights, fire hydrants, fire valves) and measurements indicating their location relative to the face of the building. The plan view should extend 5m (15 ft.) to either side of the business and include the frontage of the restaurant and all property lines. Include details of tables, railings, and chairs or other furniture or items intended to be placed on the sidewalk.

<b>PLEASE ENSURE THAT DRAWINGS INCLUDE THE FOLLOWING INFORMATION</b>	
<b>Number of Tables</b>	
<b>Number of Chairs</b>	
<b>Length of restaurant frontage</b>	
<b>Distance from property line to curb</b>	
<b>Proposed area of sidewalk serving area*</b>	

**\*Sidewalk serving area is equal to the width of a table and a safe passage by one server/patron (approximately).**

(3) **Information Required for Fire Department and Development Services Approval.**

Do you wish to increase the maximum number of seats?  Yes  No

Please Note: The maximum seating capacity is the lowest number allowed by the Development Services Department, the Health Department, or the Fire Department.

**If granted a permit, the applicant agrees to the following:**

## **1. Liability and Indemnity**

The Licensee agrees that it will indemnify and save harmless the City of Prince Rupert and its officials, officers, employees, servants and agents from all costs, losses, damages, compensation and expenses (including legal fees) of any nature whatsoever suffered or incurred by the City and sustained or caused by the applicant's occupation or possession of the Premises, and from all claims, demands, suits and judgements against the City and its officials, officers, employees, servants and agents, or either of them, on account of or in respect of the Premises or the occupation or possession or use thereof by the Licensee, its servants, agents, contractors, licensees or permittees.

## **2. Insurance**

The applicant shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurance(s) with insurers in British Columbia and in forms and amounts acceptable to the City of Prince Rupert. Comprehensive general liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury and property damage. The City of Prince Rupert and its officials, officers, employees, servants and agents are to be added as additional insured under this policy(ies). Such insurance shall include, but not be limited to:

- a) Products and Completed Operations Liability
- b) Owner's and Contractor's Protective Liability
- c) Blanket Written Contractual Liability covering liability arising directly or indirectly out of the performance of this agreement
- d) Contingent Employer's Liability
- e) Personal Injury Liability
- f) Cross-Liability or Severability of Interest
- g) Employees as Additional Insured
- h) Broad-Form Property Damage
- i) Deductible Clause not to exceed \$2,000.00

All the foregoing insurance shall be primary. Any insurance or self-insurance maintained by the City of Prince Rupert shall be in excess of this insurance and shall not contribute to it.

Prior to the commencement of the agreement the applicant shall provide the City of Prince Rupert with evidence of all required insurance to be taken out in the form of a completed City of Prince Rupert Certificate of Insurance. Similar evidence of renewals, extensions or replacement of said policies shall be forwarded to the City of Prince Rupert at least 15 days prior to their renewal, extension or replacement. When requested by the City of Prince Rupert, the Licensee shall provide certified copies of required policies.

## **3. All required insurance shall be endorsed to provide the City of Prince Rupert with 30 days prior written notice of cancellation or material change. And:**

- to produce the permit for inspection when so requested by any Police or Bylaw Officer or any representative of the City of Prince Rupert; and

- to be solely responsible for adherence to the permit requirements by all persons connected with this business.

I, \_\_\_\_\_, hereby acknowledge that the above information is correct.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date Signed

**CERTIFICATE OF LIABILITY INSURANCE FOR  
SMALL SIDEWALK PATIOS**

**THIS CERTIFICATE IS ISSUED TO :** City of Prince Rupert - 424 – 3<sup>rd</sup> Avenue West Prince Rupert, BC V8J 1L7

**Attn: Zeno Krekic      Tel: (250) 627-0960      Fax: (250) 627-0979      Email: zeno.krekic@princerupert.ca**

**NAMED INSURED:** \_\_\_\_\_ **DBA:** \_\_\_\_\_

**MAILING ADDRESS:**

**LOCATION ADDRESS:**

And certifies that policies of insurance as herein described have been issued to the insured(s) named above and are in full force and effect as of the effective date of the agreement.

**COMPREHENSIVE GENERAL LIABILITY OR AN EQUIVALENT INCLUDING**

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Occurrence Form                             | <input checked="" type="checkbox"/> Contingent Employers Liability       |
| <input checked="" type="checkbox"/> Personal Injury                             | <input checked="" type="checkbox"/> Employees as Additional Insured      |
| <input checked="" type="checkbox"/> Products and Completed Operations Liability | <input checked="" type="checkbox"/> Blanket Contractual                  |
| <input checked="" type="checkbox"/> Cross-Liability or Severability of Interest | <input checked="" type="checkbox"/> Owners and Contractors Protective    |
| <input checked="" type="checkbox"/> Broad-Form Property Damage                  | <input checked="" type="checkbox"/> Property Damage Deductible ≤ \$2,000 |

INSURER: \_\_\_\_\_  
 POLICY NUMBER: \_\_\_\_\_  
 POLICY PERIOD: MM/DD/YY to MM/DD/YY

**LIMITS OF LIABILITY**  
 Each Occurrence (inclusive bodily injury and/or property damage) \$  
 Products and Completed Operations Aggregate \$

**UMBRELLA LIABILITY      EXCESS LIABILITY**

INSURER: \_\_\_\_\_  
 POLICY NUMBER: \_\_\_\_\_  
 POLICY PERIOD: MM/DD/YY to MM/DD/YY

**LIMITS OF LIABILITY**  
 Each Occurrence (inclusive bodily injury and/or property damage) \$  
 Products and Completed Operations Aggregate \$

**OTHER:**

All the foregoing insurance shall be primary. Any insurance or self-insurance maintained by the City of Prince Rupert shall be in excess of this insurance and not contribute with it.

These policies comply with the insurance requirements of the governing contract, permit, or licence with the City of Prince Rupert. It is understood and agreed that where required by the governing contract, permit or licence, the City of Prince Rupert, its officials, officers, employees, servants and agents have been added as additional insured and that thirty (30) days notice of any material change or cancellation of any of the policies listed herein, either in part or in whole will be given by the insurers to the holder of this certificate.

\_\_\_\_\_  
 SIGNED ON BEHALF OF THE CONTRACTOR(S)/PERMITTEE(S)/LICENSEE

\_\_\_\_\_  
 DATE SIGNED  
 (MM/DD/YY)

\_\_\_\_\_  
 SIGNED ON BEHALF OF THE CONTRACTOR(S)/PERMITTEE(S)/LICENSEE(S) INSURERS

\_\_\_\_\_  
 DATE SIGNED  
 (MM/DD/YY)

\_\_\_\_\_  
 INSURANCE AGENCY NAME, ADDRESS, PHONE NUMBER

\_\_\_\_\_  
 DATE SIGNED  
 (MM/DD/YY)



# LICENCE AGREEMENT – SMALL SIDEWALK

THIS AGREEMENT dated for reference **(Insert Date)**

BETWEEN:

---

**CITY OF PRINCE RUPERT**, a municipality incorporated under the Local Government Act, R.S.B.C. 1996, c. 323 and having its office at 424 West 3<sup>rd</sup> Avenue, Prince Rupert, BC V8J 1L7

("Licensor")

OF THE FIRST PART

AND:

**(Insert Here)**,

(the "Licensee")

OF THE SECOND PART

GIVEN THAT:

- A. LICENSOR is the registered owner of certain lands situated in Prince Rupert, British Columbia, which are used for public road purposes and are legally described as:

**(Insert Description and Legal)**

(the "City parcel");

- B. The Licensee operates a premises on land adjacent to the City parcel as a **(Insert Here)** which adjacent land is legally described as:

**Parcel Identifier: (Insert Here)**  
**(insert description of land)**

(the "Lands");

- C. The Licensee has requested permission from LICENSOR to enter upon and use a portion of the City parcel as a patio adjacent to its **(Insert Here)** and for the construction of certain fixtures;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the payments, premises and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party, the parties agree as follows:

## 1. Licence

LICENSOR hereby grants to the Licensee a license to occupy that portion of the City parcel outlined in heavy black on the drawing attached as **Schedule "A"** (the "Licence Area"), which includes the area shown hatched which may be used for a patio (the "Patio Area")

## 2. Term

The term of this Licence shall be for a period of (Insert Here) (the "Term") unless terminated sooner or unless extended pursuant to the terms of this Agreement.

## 3. Renewal

If the Licensee is not in default under this Agreement at the time of each renewal and if the Licensee has complied with this Licensee prior to the time of each renewal, this Licence may be renewed upon the Licensee providing to LICENSOR notice of its intention to renew no sooner than six months and no later than three months before the expiration of this Licence or any renewal of it. Any renewals will be on the same terms and conditions except that the Licensee's right of renewal is reduced accordingly and except the Licence Fee will be adjusted according to the following section.

## 4. Licence Fee

The Licensee shall pay to LICENSOR in advance a licence fee in the amount of (the "Licence Fee") \$ 75.00 annual rent fees.

## 5. Deposit

The Licensee shall pay to LICENSOR a security deposit in the amount of (the "Deposit") (Insert Here)

## 6. Encroachment Fee

The Licensee shall pay an encroachment fee of \$100.00 per term of this Agreement.

## 7. Use of Licence Area

- a) The Licensee shall use the Small Patio Area for the sole purpose of providing outdoor seating and the service of food and refreshments to patrons of the Licensee's business on the Lands.
- b) The Licence Area shall not be used for the storage of any materials other than tables, and chairs. Whenever furniture is stored on the Licence Area, it shall be stored so as not to obstruct passage or be a safety hazard.
- c) The Licence Area shall not be used for cooking, barbecuing or preparation of food or refreshments or for the storage of food or refreshments without the express prior written permission of LICENSOR.
- d) The Licensee shall not by its activities on the Licence Area disrupt the peace, quiet or enjoyment of the owners or occupiers of adjacent lands and in particular, the Licensee shall use the Licence Area in the manner herein provided only between the hours of 9:00 a.m. and 11:00 p.m. of the same day, unless otherwise permitted in writing by LICENSOR. The closing hour may be earlier should the LICENSOR or the RCMP request it.
- e) The Licensee shall not cause or permit live entertainment to be held on the Licence Area nor cause or permit music or other noise or sound to be produced, reproduced or amplified on the Licence Area or from the Lands such that the music, noise or sound emanates into the Licence Area, unless the Licensee holds a valid and subsisting permit to play amplified music granted by the Licensor.

- f) The Licensee shall not do or permit to be done any act or thing, which in the opinion of LICENSOR might interfere with, injure, impair the operating efficiency of, or obstruct access to or the use of the City parcel.
- g) If the Licensee operates a full-service restaurant, the Licensee shall not use paper or plastic plates or cups for use on the Licence Area. The Licensee may use paper and plastic plates and cups only for the sole purpose of take-out orders not being consumed on the Licence Area.
- h) The Licensee may place umbrellas on the Patio Area, but the umbrellas may not display any commercial advertising except the name of the Licensee's business. No commercial advertisements for any goods, products or companies, other than the Licensee's business, may be displayed on the Licence Area.
- i) The Licensee shall ensure that the Licence Area is equipped, when required by LICENSOR, with garbage cans, ashtrays, benches and bicycle racks that meet the design standards prepared by the Licensor.
- j) The Licensee shall clean the Licence Area and the surrounding part of the City parcel each day, before and after closure of its business, and remove the refuse to a suitable container that belongs to the Licensee.
- k) The Licensee shall keep clean and free of debris and not store or place any equipment, materials or supplies on any portion of the City parcel that is a right of way, driveway, walkway or arcade alongside or between the Lands and the Licence Area. FURTHERMORE, the Licensee shall ensure that such right of way, driveway, walkway or arcade is not congested or blocked by customers using the Licensee's business premises.

#### 8. Builders Liens

The Licensee shall promptly discharge any builder's lien which may be filed against the title to the City parcel relating to any work or construction which it undertakes on the Licence Area, and the Licensee acknowledges that LICENSOR has or will file a notice against the title to the City parcel pursuant to Section 3 of the Builders Lien Act that LICENSOR will not be responsible for any of the work or improvements.

#### 9. LICENSOR Access

LICENSOR shall have the right at any time to enter upon the Licence Area for the purposes of inspecting the Works and reconstructing, maintaining, repairing, inspecting, testing or removing any works, utility or road existing at the date of this Agreement in the vicinity of or within the Works. LICENSOR shall in undertaking such activities use reasonable efforts to cause its officers, directors, employees, agents and contractors to minimise any disruption or damage to the Works.

#### 10. LICENSOR Construction

All costs to repair or replace the Works which occur as a result of LICENSOR's activities in, on or under the Licence Area, and all necessary and reasonable costs incurred by LICENSOR as part of LICENSOR's activities in excess of those costs that would have been incurred if the Works did not exist, shall be borne entirely by the Licensee. This Agreement shall not in any way restrict the right of LICENSOR at any time to:

- a) improve, widen, raise or lower any City parcel, right of way, walkway or arcade abutting or adjoining the Lands; or

- b) improve, enlarge, change, add to or delete from any underground utility in or in the vicinity of the Works, despite the effect of such activities may be to eliminate or render the Works useless for the purposes of the Licensee.

#### 11. Termination

The Licensee understands and agrees that LICENSOR may at any time, in its sole discretion, withdraw the rights it has granted herein to the Licensee by giving thirty (30) days notice to the Licensee in writing. In the event of such withdrawal, for any cause or reason whatsoever, the Licensee shall, at its own expense, within such time as may be specified by LICENSOR, remove the Works and fill up any excavation made, constructed or maintained with respect to it, and otherwise restore the site to its original state to the satisfaction of LICENSOR.

#### 12. Removal of Fixtures and Chattels

If the Licensee fails to clear the Licence Area as required under this Licence, LICENSOR and its agents may remove all fixtures, chattels, improvements, personal property and all other things on the Licence Area. LICENSOR may apply the Deposit or part of it to the cost of such removal and any deficiency will become a debt due and owing to LICENSOR by the Licensee upon receipt by the Licensee of LICENSOR's invoice for the deficiency.

#### 13. Emergency

The Licensee grants to LICENSOR the right at any time, in the case of an emergency or apprehended emergency, without compensation to the Licensee and without notice, to remove, destroy or alter the Works. All necessary and reasonable costs incurred by LICENSOR in respect of the Works in alleviating the emergency or apprehended emergency shall be borne entirely by the Licensee and may be recovered by LICENSOR from the Deposit.

#### 14. Default

Without restricting the generality of Section 11 of this Agreement, in the event the Licensee:

- a) fails to maintain the insurance required under this Agreement;
- b) fails to pay the Licence Fee provided for in this Agreement;
- c) cease to hold a valid licence for the operation of the business on the Lands;
- d) violates the terms or conditions of a noise permit issued in respect of its activities on the Licence Area; or
- e) violates any other provision of this Agreement;

LICENSOR may deliver a written notice, in the manner provided herein, to the Licensee stating the actions required by the Licensee to remedy the default and if the default is not remedied within the time period specified in the notice, LICENSOR may, at its option, do one or both of the following:

- f) LICENSOR may enter onto the Licence Area to remedy the default, whether by removing the Works or otherwise, and all costs of remedying the default shall be paid by the Licensee and LICENSOR may apply the Deposit or part of it to the costs of remedying the default; and

- g) LICENSOR may notify the Licensee that the Licence hereby granted shall cease thirty (30) days after receipt by the Licensee of the notice, in which case the Licensee shall remove the Works and restore the Licence Area within the thirty (30) day time period.

#### 15. Indemnification

The Licensee hereby indemnifies and saves harmless LICENSOR and its members, directors, officers, employees and agents from and against any and all liability, actions, causes of action, claims, debts, suits, losses, costs (including actual costs of professional advisors), demands and harm, whether known or unknown, which LICENSOR now has or may at any time suffer in relation to death, bodily injury, property loss, property damage or other loss or damage of any kind whatsoever, arising from or connected with:

- a) the licence granted hereby;
- b) the exercise by the Licensee of any right or permission under this Agreement;
- c) the use of the Licence Area by any person;
- d) the default or breach of the Licensee; or
- e) the wrongful act, omission or negligence of the Licensee, its members, directors, officers, employees, agents, contractors, subcontractors, invitees, customers and others for whom it is responsible.

No provision of this Agreement and no act or omission or finding of negligence, whether joint or several, as against LICENSOR, in favour of any third party, shall relieve the Licensee from liability to LICENSOR, whether such liability arises under this Agreement or otherwise.

#### 16. Insurance

The Licensee shall, throughout the Term, secure, maintain and pay for a general liability insurance policy, with a limit of not less than \$2,000,000.00 inclusive per occurrence for bodily injury and property damage.

The policy shall include the following coverage, including the Lands, the Licence Area and related premises: contingent employers' liability, owners protective liability, broad form property damage on an occurrence basis, including loss of use of property, contractual liability assumed under this Agreement, cross liability and host liquor liability.

LICENSOR shall be added as an additional named insured.

The contract of insurance shall include a provision requiring the insurer to give LICENSOR 30 days prior written notice before making any material changes in the insurance, or termination or cancellation of it.

The policy shall be underwritten by a responsible insurance company licensed to do business in British Columbia and who meets the reasonable approval of LICENSOR.

The Licensee shall furnish LICENSOR with a certificate of insurance that the required coverage is in force, including evidence of insurance renewal. Every certificate shall include certification by the insurer that the certificate conforms to the provisions of this section.

Maintenance of such insurance shall not relieve the Licensee of liability under the indemnity provisions of this Agreement.

The foregoing provisions shall not limit the insurance required by law, nor relieve the Licensee from the obligation to determine what insurance it requires for its own purposes.

17. Release

The Licensee hereby releases and forever discharges LICENSOR from all manner of claims of any nature whatsoever which may arise by reason of any act or omission, whether or not negligent, of LICENSOR pursuant to this Agreement.

The release in this Section 19 and indemnity in Section 17 shall survive any termination of this Agreement.

18. Public Access

Nothing in this Agreement grants to the Licensee exclusive possession of the Licence Area. LICENSOR may determine the rights and entitlement of persons, including members of the public, to come onto, use, pass, repass and go over the Licence Area, and such determination shall include the right to set reasonable terms and conditions of use of the Licence Area as a portion of what is currently a City parcel open to the public generally .

19. Taxes and Utilities

The Licensee shall be solely responsible for the due and proper payment of all municipal property taxes and other governmental fees, levies and charges which may be assessed and payable by the Licensee in respect of the Works, the Licence Area or the Licence herein granted, and the Licensee shall furnish and pay for the necessary water, electrical, heating and other utility services required for the Licence Area.

20. Remedies

Despite the other remedies provided under this agreement, LICENSOR shall retain the right to proceed with the enforcement of any security or indemnity provided in satisfaction of any claim, loss or expense of any kind whatsoever arising under this Agreement or from the Licence granted herein.

21. Compensation

Despite any provision of this Agreement, the Licensee shall not be entitled to compensation for injurious affection or disturbance resulting in any way from the removal of the Works and, without limitation, shall not be entitled to business losses, loss of profit, loss of market value, relocation costs or other consequential loss by reason of the removal of the Works or by reason of the termination of the Licence.

22. Interest in Land

This Agreement grants no interest in land in the Licence Area to the Licensee.

23. Further Assurances

The parties hereto shall execute and do all such further deeds, acts, things, and assurances as may be reasonably required to carry out the intent of this Agreement.

24. Consents

Any approval, permission or consent of LICENSOR herein required shall be at the sole discretion of LICENSOR.

25. Waiver

Waiver by LICENSOR of any default by the Licensee shall not be deemed to be a waiver of any subsequent default.

26. Notice

All notices, demands and payments to be given hereunder shall be in writing and may be delivered by hand , sent by facsimile transmission , or may be forwarded by first-class prepaid registered mail to the addresses set forth on page 1. If notice is given by the Licensee to LICENSOR, it shall be to the attention of the City Corporate Officer. Any notice delivered by hand or sent by facsimile transmission shall be deemed to be given and received the day after it is sent. Any notice mailed as aforesaid shall be deemed to have been given and received on the expiration of 3 days after it is posted, addressed in accordance with the addresses on page 1, or to such other address or addresses as may from time to time be advised in writing by the parties, provided that if there shall be 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 the mails, then such notice shall only be effective if actually delivered.

27. Interpretation

Whenever the singular or masculine is used in this Agreement, the same is deemed to include the plural or feminine or the body politic or corporate as the context requires.

28. References

Every reference to each party is deemed to include the heirs, executors, administrators, permitted assigns, employees, servants, agents, contractors, officers, directors and invitees of such party, where the context so permits or requires.

29. Severance

If any portion of this Agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and decision that it is invalid shall not affect the validity of the remainder of this Agreement.

30. Enurement

This Agreement shall enure to the benefit of and be binding on the parties hereto notwithstanding any rule of law or equity to the contrary.

31. Assignment

- a) This Licence does not run with the Lands. The Licensee shall not be entitled to transfer or assign this Agreement, in whole or in part, and shall not permit or suffer any other person to occupy the whole or any part of the Licence Area, without the written consent of LICENSOR, for which consent LICENSOR will be entitled to receive payment as defined in Sections 4 and 6. Prior to transferring, assigning, giving or in any way disposing of the Lands or the business conducted on the Lands, the Licensee shall advise the prospective transferee of the existence of this Agreement and, as a condition of the transfer, cause the transferee to become a party to this Agreement in the place of the Licensee.
- b) This Agreement is assignable by LICENSOR upon giving notice of such assignment to the Licensee.

32. Agreement in Effect

This Agreement shall remain in full force and effect until terminated in accordance with the provisions contained herein and the Works are removed from the Licence Area, at which time the parties shall no longer have any obligations to each other pursuant to this Agreement save the Licensee's obligations to indemnify and release LICENSOR.

33. Previous Agreement

The provisions herein contained constitute the entire agreement between the parties and supersede all previous communications, representations and agreements, whether verbal or written, between the parties with respect to the subject matter hereof.

34. Time of Essence

Time is of the essence of this Agreement

35. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the province of British Columbia.

36. Reference to Statutes

Any reference to a statute or bylaw refers to it as amended or replaced from time to time.



IN WITNESS WHEREOF the parties have executed this Agreement on the date and year written below.

DATED the \_\_\_\_ day of \_\_\_\_\_ 2011

EXECUTED on behalf of CITY OF PRINCE RUPERT  
by its authorized signatories:

_____	)	
	)	
	)	
_____	)	c/s
Mayor	)	
	)	
	)	
_____	)	
Corporate Officer	)	
	)	

DATED the \_\_\_\_ day of \_\_\_\_\_ 2011

EXECUTED on behalf of (Insert Here)  
by its authorized signatories:

_____	)	
	)	
_____	)	c/s
Authorized Signatory	)	
	)	
	)	
_____	)	
Authorized Signatory	)	
	)	

[The seal is not required to be affixed to the agreement.]

**SCHEDULE "A"**

**(Insert Map Here)**