



## SUMMERLAND RODEO GROUNDS CARETAKER AGREEMENT

OUR FILE: 2240-20

THIS AGREEMENT dated for reference the \_\_\_\_\_ day of \_\_\_\_\_, 2021 is

BETWEEN:

**DISTRICT OF SUMMERLAND,**

*a Municipal Corporation having its offices at:*

PO Box 159, 13211 Henry Avenue  
Summerland, BC V0H 1Z0

(the "District")

AND: **[INSERT CARETAKER NAME]**

[insert Caretaker address]

[insert Caretaker address]

(the "Caretaker")

**WHEREAS:**

- A. The District is the registered owner in fee simple of those lands and premises located at 17202 Bathville Road, Summerland, British Columbia, legally described as:

Parcel Identifier: 011-532-084

That Part of District Lot 2886 Osoyoos Division Yale District Lying South of Plan A67  
Except Plan A439

(the "Lands");

- B. There is located on the Lands a public facility known as the Summerland Rodeo Grounds (the "Rodeo Grounds"), which includes a site designated for the location of a manufactured home, as shown marked on the site plan attached as Schedule A (the "Premises");
- C. The District wishes to retain the Caretaker to live on-site and to provide caretaking and management services in respect of the Rodeo Grounds and the Caretaker has agreed to provide those caretaking and management services to the District on the terms and conditions set out in this Agreement;

**NOW, THEREFORE,** this Agreement is evidence that in consideration of the mutual promises contained in this Agreement, and other good and valuable consideration (the receipt and sufficiency of which the District and the Caretaker hereby acknowledge), the parties covenant and agree as follows:

1. **Term** – The term of this Agreement is a period of five (5) years, commencing on \_\_\_\_\_, (the "Commencement Date") and expiring on \_\_\_\_\_ (the "Term"), subject to the renewal and termination provisions of the Agreement.
2. **Renewal Option** – If the Caretaker wishes to renew this Agreement, the Caretaker may, by providing written notice to the District at least sixty (60) days before the expiry of the Term, request a renewal of this Agreement. If, upon receiving such request, the District wishes, in its sole discretion, to accept the requested renewal of this Agreement, it will provide notice of acceptance of renewal to the Caretaker and upon giving such notice this Agreement will be renewed, on the same terms and conditions (including this renewal option), for a further term of five (5) years and all references in this Agreement to the Term shall include the renewal term.
3. **Caretaker Services** – The Caretaker shall provide the following services (the "Caretaking Services") throughout the Term for a minimum of three hundred (300) hours per calendar year, to be tracked by the Caretaker in a log book provided to the District on a quarterly basis:
  - a) Maintaining the Rodeo Grounds and all improvements located thereon in a safe, clean, and sanitary condition as befits a District-owned facility open to the public;
  - b) Carrying out regular weed eating and clearing of brush and branches around the Rodeo Grounds structures and parking areas to mitigate against invasive weed growth, rodents/pests and to provide a fire safety buffer;
  - c) Picking up litter from the Rodeo Grounds including under the bleachers and arranging for disposal of garbage by the District's parks maintenance personnel;
  - d) Conducting regular general maintenance, such as gutter clearing, window cleaning, security light replacement, snow and ice removal and clearing, and sweeping of walks and parking areas;
  - e) Checking facility structures including the Club House, Cook Shack, washrooms, riding arenas, stables/paddocks, weekly to ensure doors are locked, plumbing, electrical and lighting is operational, equipment is put away and rodent/wildlife concerns are addressed;

- f) Performing minor repairs to the Rodeo Grounds and structures located thereon as required, and immediately reporting any damage or need for major repairs to the District's Community Services Department;
  - g) Monitoring and discouraging unauthorized or inappropriate activities on the Rodeo Grounds, such as vandalism or theft, fires, camping outside of designated areas, damage to riding arenas, etc. and reporting any occurrences or suspicious activities to the District's Community Services Department and the RCMP;
  - h) Opening and closing the Rodeo Grounds as required by the District to accommodate scheduled activities by rental groups and completing pre and post event checklists;
  - i) Follow up when user groups are departing to ensure facility has been cleaned up and no damage has occurred and report any concerns to the Community Services Department;
  - j) Harrowing of front and back riding arenas prior to equestrian event bookings and as requested by the District (pending District tractor availability);
  - k) Notify the District in advance, if going to be away from the Rodeo Grounds along with a plan for temporary coverage;
  - l) Have access to a device(s) such as a cell phone and computer to receive and respond to emails, receive documents and phone calls from the District;
  - m) Collect and store securely camping fees for District authorized onsite drop-in camping during non-booking days and then submit the collected camping fees to the District within one week of collecting fees;
  - n) Attend site meetings with staff to review maintenance standards and expectations; and
  - o) Providing any other caretaking services as required by the District from time to time.
4. **Equipment** – The District will provide all equipment and supplies required to properly provide the Caretaker Services. The Caretaker shall provide assistance to rental groups for all equipment and products provided by the District. The Caretaker is not responsible for providing assistance for equipment and supplies provided by rental groups.
5. **Compliance with Laws** – The Caretaker shall perform its obligations under this Agreement in compliance with all laws, statutes, enactments, bylaws, regulations, and orders from time to time in force and shall obtain all required approvals and permits thereunder, and shall not do or permit or omit to do anything in contravention thereof.
6. **Performance Standards** – The Caretaker shall
- (a) Provide the Caretaking Services on a timely basis and in a manner satisfactory to the District;
  - (b) Comply with any orders from the Public Health Officer of the Government of British Columbia and any other orders from any other areas of government;
  - (c) Represent the District in a professional manner at all times and to not use any foul language or engage in any derogatory or defamatory comments regarding the District operations or staff;

- (d) Not keep any illicit drugs or controlled substances on the Premises and to not participate in the consumption of illicit drugs on District property. Personal consumption of alcohol is limited to the Caretaker's Residence and only in the absence of any rental engagements; and
  - (e) Not carry on or allow carrying on or doing on the Premises anything that may be or become a nuisance to the District.
7. **Relationship with Public** – The Caretaker shall maintain a congenial relationship with the users of the Rodeo Grounds and shall be courteous to the public at all times.
  8. **No Injury** – The Caretaker shall not do, suffer or permit any act or neglect that may in any manner directly or indirectly cause injury to the Lands, the Rodeo Grounds, or to any improvement located therein.
  9. **Workers' Compensation** – The Caretaker shall apply for Workers' Compensation coverage with WorkSafeBC and shall provide evidence of the WorkSafeBC decision in this regard to the District. The Caretaker shall be responsible for all Workers' Compensation arrangements and the payment of all assessments under the *Workers' Compensation Act* (British Columbia), income taxes, employment insurance, Canada Pension, and any other assessment that may apply.
  10. **Separate Contracts** – The Caretaker shall ensure that any other contracts undertaken by the Caretaker with any other party or person during the Term of this Agreement be separate and apart from the Caretaking Services required under this Agreement, and the Caretaker shall ensure that any obligations required to be performed under contract with other parties or persons do not interfere with the Caretaking Services required by this Agreement.
  11. **Immediate Reporting of Accidents** – The Caretaker shall report immediately to the District any incidents or accidents that required emergency services of any person while within the Rodeo Grounds or on the Lands.
  12. **Use and Occupancy of Premises** – Promptly upon commencement of the Term, the Caretaker shall place a manufactured home (the "Caretaker Residence") on the Premises shown marked on the site plan attached as Schedule A, and shall reside in the Caretaker Residence throughout the Term of this Agreement. The Caretaker shall have exclusive use of the Premises pursuant to the terms of the tenancy agreement attached hereto as Schedule B and forming part of this Agreement (the "Tenancy Agreement").
  13. **Utilities** – The Caretaker shall pay for telephone, cablevision, internet, electrical, heating, water, garbage collection, and all other utilities in respect of the Caretaker Residence.
  14. **Caretaker Alterations** – The Caretaker shall not make any improvements, extensions, alterations, additions or renovations to the Rodeo Grounds, including the Premises, without the prior written consent of the District, which consent may be withheld in the District's sole discretion, and, with respect to any improvements, alterations, additions, or renovations

approved by the District, the Caretaker shall comply at all times with the *Builders Lien Act* (British Columbia).

15. **Work Standards** – The Caretaker shall ensure that all repairs and work done on, to, or with respect to the Rodeo Grounds, including on or with respect to the Premises, by or on behalf of the Caretaker, including any improvements, alterations, additions, or renovations approved by the District under section 13 above:
  - (a) do not affect any structural or foundation elements of any improvements located within the Rodeo Grounds;
  - (b) are consistent with standards of repair and work generally accepted in British Columbia with respect to comparable public facilities;
  - (c) meet or exceed the standards of materials and construction employed in the original construction of the Rodeo Grounds and improvements located therein; and
  - (d) comply with all applicable laws, statutes, regulations, bylaws, and orders from time to time in force, including the applicable building code and the bylaws of the District of Summerland.
16. **Indemnity** – The Caretaker shall indemnify and save harmless the District and its elected and appointed officials, officers, employees, agents, and contractors from and against any and all claims, suits, actions, liabilities, expenses, damages, and other harms, whether arising from death, injury to person, property loss, property damage, or any other loss or damage that may result from or relate to any breach or default of the Caretaker under this Agreement, the performance or the intended performance by the Caretaker of the services to be performed under this Agreement, or any wrongful act, omission, or negligence of the Caretaker or its servants, agents, licensees, subcontractors, guests, invitees, or others for whom the Caretaker is responsible. The obligations hereunder survive the expiry or earlier termination of this Agreement.
17. **Insurance** – The Caretaker must, at its sole expense, obtain and maintain during the Term
  - (a) commercial general liability insurance providing coverage for death, bodily injury, property loss and damage, and all other losses arising out of or in connection with the Caretaker's performance of its obligations under this Agreement in an amount of not less than \$2,000,000.00 per occurrence; and
  - (b) . Automobile Liability insurance with an inclusive third-party liability limit of not less than Five Million Dollars (\$5,000,000) per occurrence. All vehicles owned, leased or not owned but operated by or on behalf of the insured must be covered by either Automobile or Commercial General Liability Insurance.
18. **Insurance Policies** – All policies of insurance required to be taken out by the Caretaker must be with companies satisfactory to the District and must:

- (a) name the District as an additional insured;
  - (b) include that the District is protected notwithstanding any act, neglect, or misrepresentation by the Caretaker which might otherwise result in the avoidance of a claim and that such policies are not affected or invalidated by any act, omission, or negligence of any third party which is not within the knowledge or control of the insureds;
  - (c) be issued by an insurance company entitled to carry on the business of insurance under the laws of British Columbia;
  - (d) be primary and non-contributing with respect to any policies carried by the District and provide that any coverage carried by the District is in excess coverage;
  - (e) not be cancelled or materially changed without the insurer providing the District with thirty (30) days written notice stating when such cancellation or change is to be effective;
  - (f) be maintained for a period of twelve (12) months per occurrence;
  - (g) include a cross liability clause; and
  - (h) be on other terms acceptable to the District, acting reasonably.
19. **Insurance Certificates** – The Caretaker shall provide the District with certificates of insurance confirming the placement and maintenance of the required insurance within seven (7) days of the commencement of this Agreement and thereafter throughout the Term promptly after a request by the District to do so.
20. **District May Insure** – If the Caretaker fails to insure as required, the District may, after giving thirty (30) days' notice to the Caretaker, effect the insurance in the name and at the expense of the Caretaker and the Caretaker must promptly repay the District all costs incurred by the District in doing so. The Caretaker authorizes the District to act as its agent for the purpose of effecting insurance in the name of the Caretaker pursuant to this section.
21. **No District Responsibility** – The District does not assume any obligation or responsibility for damage, loss, or deterioration of any property placed, used or left on the Rodeo Grounds or the Premises, or within the Caretaker's Residence, by the Caretaker or by any other person.
22. **District Inspections** – The Caretaker acknowledges that the District, by its authorized representative, may, but is not obligated to, carry out inspections of the Rodeo Grounds, including the Premises, for the purpose of determining whether the Caretaker is complying with its obligations under this Agreement.
23. **Termination Due to Default** – If and whenever:

- (a) any of the Caretaker's goods or chattels in the Premises or otherwise located on the Rodeo Grounds are at any time seized or taken in execution or attachment by any creditor of the Caretaker or under bill or sale or chattel mortgage;
- (b) a writ of execution issues against the goods and chattels of the Caretaker;
- (c) the Caretaker makes any assignment for the benefit of creditors or becomes insolvent or bankrupt;
- (d) proceedings are begun to dissolve or wind up the Caretaker;
- (e) the Caretaker is in default in the payment of any amount payable to the District under this Agreement and the default continues for fourteen (14) days after notice from the District or its representative to the Caretaker;
- (f) the Rodeo Grounds or any part of them are destroyed or damaged by any cause so that, in the opinion of the District, the Rodeo Grounds are no longer reasonably fit for use as a public rodeo facility in accordance with this Agreement for any period of time in excess of sixty (60) days;
- (g) the Caretaker does not fully observe, perform, and keep each and every term, covenant, agreement, stipulation, obligation, condition, and provision of this Agreement to be observed, performed, and kept by the Caretaker, and persists in such default for thirty (30) days after notice from the District or its representative; or
- (h) the Caretaker uses or permits or suffers the use of the Premises for any purpose other than as contemplated and permitted by this Agreement, and such default persists for five (5) days after notice from the District or its representative,

then the District may, at its option, terminate this Agreement effective upon notice to the Caretaker.

- 24. **Cross Termination** – A default under the Tenancy Agreement is deemed to be a default under this Agreement. Any termination of this Agreement is deemed to be a termination of the Tenancy Agreement and any termination of the Tenancy Agreement is deemed to be a termination of this Agreement.
- 25. **Termination Without Default** – The District may, without reason, terminate this Agreement effective upon ninety (90) days written notice to the Caretaker.
- 26. **Vacating Premises on Termination** – Upon expiry or earlier termination of this Agreement, the Caretaker shall promptly remove the Caretaker Residence from the Premises and shall vacate the Premises within the time specified in the notice given by the District, in the case of termination, or within thirty (30) days of the last day of the Term, in the case of expiry of this Agreement.

27. **State of Premises at Termination** – Upon expiry or earlier termination of this Agreement, the Caretaker must, at its own cost and expense, leave the Premises in a neat, orderly, and uncontaminated condition. If the Caretaker fails to leave the Premises in the condition required under this Agreement, the District may take such steps as necessary to do so on behalf of the Caretaker and the Caretaker must, on demand, compensate the District for all costs incurred by the District.
28. **No Assignment** – The Caretaker shall not assign the Caretaker’s rights or interest in this Agreement, or subcontract any of its obligations under this Agreement, without the consent of the District, which consent may be withheld without reason.
29. **No Joint Venture** – Nothing in this Agreement creates the relationship of principal and agent, or of partnership, joint venture or business enterprise or gives the Caretaker any power or authority to bind the District in any way.
30. **Remedies Cumulative** – No reference to or exercise of any specific right or remedy by the District prejudices or precludes the District from any other remedy, whether allowed at law or in equity or expressly provided for in this Agreement. No such remedy is exclusive or dependent upon any other such remedy, but the District may from time to time exercise any one or more of such remedies independently or in combination. Without limiting the generality of the foregoing, the District is entitled to commence and maintain an action against the Caretaker to collect any sum not paid when due, without exercising the option to terminate this Agreement.
31. **Interpretation** – In this Agreement reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise.
32. **Time of Essence** – Time is of the essence of this Agreement.
33. **Governing Law** – This Agreement is governed by and is to be construed in accordance with the law in force in British Columbia.
34. **Notices** – Where any notice, request, direction, consent, approval or other communication (any of which is a “Notice”) must be given or made by a party under this Agreement, it shall be in writing and delivered personally or by email, addressed as follows:
  - (a) To the District:  
 District of Summerland  
 13211 Henry Ave, Box 159  
 Summerland, BC V0H 1Z0  
 Attention: Lori Mullin, Director of Community Services  
 Email: [lmullin@summerland.ca](mailto:lmullin@summerland.ca)
  - (b) To the Caretaker:  
 [insert Caretaker name]  
 [insert Caretaker address]  
 Email:



or to such other address or email address of which notice has been given as provided in this section.

Any Notice delivered personally, by courier, or by registered mail is to be considered given on the day it is received. Any Notice delivered by non-registered mail is considered given five (5) business days after it is postmarked. Any Notice sent by email is to be considered given on the day it is sent, if that day is a business day, and if that day is not a business day, it is to be considered given on the next business day after the date it is sent. In this section, business day means a day other than a Saturday, Sunday or BC statutory holiday.

35. **No Effect on Laws or Powers** – Nothing contained or implied herein prejudices or affects the District’s rights and powers in the exercise of its functions pursuant to the *Local Government Act* (British Columbia) or its rights and powers under any enactment to the extent the same are applicable to the Land or the Hall, all of which may be fully and effectively exercised in relation to the Land and the Hall as if this Agreement had not been fully executed and delivered.
36. **District Discretion** – Wherever in this Agreement the approval or consent of the District is required, some act or thing is to be done to the District’s satisfaction, the District is entitled to form an opinion, or the District is given the sole discretion:
  - (a) the relevant provision is not deemed to have been fulfilled or waived unless the approval, consent, opinion, or expression of satisfaction is in writing signed by the District;
  - (b) the approval, consent, opinion, or satisfaction is in the sole discretion of the District;
  - (c) any discretion of the District is not subject to public law duties and the principles of procedural fairness and the rules of natural justice have no application; and
  - (d) the sole discretion of the District is deemed to be the sole, absolute, and unfettered discretion of the District.

This section also applies to the approval, consent, satisfaction, opinion, and discretion of the District’s representative, with the appropriate changes.

37. **Severance** – If any portion of this Agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid will not affect the validity of the remainder of the Agreement.
38. **Binding on Successors** – This Agreement enures to the benefit of and is binding upon the parties and their respective successors and permitted assigns, notwithstanding any rule of law or equity to the contrary.
39. **Waiver or Non-Action** – Waiver by the District of any breach of any term, covenant, or condition of this Agreement by the Caretaker must not be deemed to be a waiver of any

subsequent default by the Caretaker. Failure by the District to take any action in respect of any breach of any term, covenant, or condition of this Agreement by the Caretaker must not be deemed to be a waiver or such term, covenant, or condition.

40. **Entire Agreement** – The provisions of this Agreement constitute the entire agreement between the parties and terminate and supersede all previous communications, representations, warranties, covenants and agreements, whether verbal or written, between the parties with respect to the subject of this Agreement.
41. **Counterparts** – This Agreement may be executed by the parties in counterparts and transmitted by email or fax and, if so executed and transmitted, this Agreement will be for all purposes as effective as if all the parties had signed the same document and executed and delivered an original agreement.

As evidence of their agreement to be bound by the above terms, the parties have duly executed and delivered this Agreement as of the day and year written below:

**DISTRICT OF SUMMERLAND** by its )  
 authorized signatories: )  
 )  
 \_\_\_\_\_ )  
 Mayor: Toni Boot )  
 )  
 \_\_\_\_\_ )  
 Chief Administrative Officer: Graham Statt )  
 )  
 \_\_\_\_\_ )  
 Date )

Signed, Sealed and Delivered in the presence )  
 of: )  
 )  
 \_\_\_\_\_ )  
 Witness Name )  
 )  
 \_\_\_\_\_ )  
 Address )  
 )  
 \_\_\_\_\_ )  
 Occupation )  
 )  
 \_\_\_\_\_ )  
 Date )

Name: \_\_\_\_\_

\_\_\_\_\_



## SCHEDULE A TO CARETAKER AGREEMENT

SITE PLAN SHOWING LOCATION OF PREMISES



## SCHEDULE B TO CARETAKER AGREEMENT

### TENANCY AGREEMENT

THIS TENANCY AGREEMENT dated for reference the \_\_\_\_\_ day of \_\_\_\_\_, 2021 is

BETWEEN:

**DISTRICT OF SUMMERLAND,**

*a Municipal Corporation having its offices at:*  
PO Box 159, 13211 Henry Avenue  
Summerland, BC V0H 1Z0

(the "District")

AND: **[INSERT CARETAKER NAME]**

[insert Caretaker address]

[insert Caretaker address]

(the "Caretaker")

**WHEREAS:**

- A. The District is the registered owner in fee simple of those lands and premises located at 17202 Bathville Road, Summerland, British Columbia, legally described as:

Parcel Identifier: 011-532-084

That Part of District Lot 2886 Osoyoos Division Yale District Lying South of Plan A67  
Except Plan A439

(the "Lands");

- B. There is located on the Lands a public facility known as the Summerland Rodeo Grounds (the "Rodeo Grounds"), which includes a site designated for the location of a manufactured home, as shown marked on the site plan attached as Schedule "A" (the "Manufactured Home Site");
- C. The District and the Caretaker have entered into the Summerland Rodeo Grounds Caretaker Agreement (the "Caretaker Agreement"), pursuant to which the Caretaker has agreed to provide caretaking services in respect of the Rodeo Grounds;
- D. The Caretaker wishes to rent the Manufactured Home Site and the District wishes to lease the Manufactured Home Site to the Caretaker for the purpose of being occupied by a manufactured home on the conditions contained herein; and

- E. Pursuant to the requirements of the *Manufactured Home Park Tenancy Act*, S.B.C. 2002, c. 77, the District and the Caretaker wish to reduce to writing their agreement concerning the Caretaker's occupation of the Manufactured Home Site;

**NOW THEREFORE THIS TENANCY AGREEMENT** is evidence that in consideration of the Manufactured Home Site, rent and promises contained in this agreement the parties agree as follows:

1. **Lease of Manufactured Home Site** – The District hereby leases the Manufactured Home Site to the Caretaker for a fixed term of five (5) years (the "Term") commencing on \_\_\_\_\_ (the "Commencement Date") and ending on \_\_\_\_\_ (the "Expiry Date"), unless terminated earlier pursuant to this Tenancy Agreement and the provisions of the *Manufactured Home Park Tenancy Act* and its regulations. If both parties agree in writing, the Expiry Date may be extended.
2. **Renewal of Caretaker Agreement** – If the Caretaker Agreement is renewed for a further term of five (5) years, this Tenancy Agreement shall be similarly renewed, on the same terms and conditions, for a further term of five (5) years and all references in this Tenancy Agreement to the Term shall include the renewal term.
3. **Vacating the Manufactured Home Site on Expiry** – On the Expiry Date, this Tenancy Agreement shall terminate and the Caretaker shall vacate the Manufactured Home Site and remove its manufactured home from the Manufactured Home Site. On termination, the obligations of each party to the other will be at an end except in respect of the Caretaker's obligation to indemnify the District contained in section 13, which will survive expiry or early termination of this Tenancy Agreement.
4. **Rent** – The Caretaker will pay rent to the District, on the first day of every year of the Term of this Tenancy Agreement, in the amount of \$1.00 per year. Rent includes exclusive use of the premises for a manufactured home as per the Caretaker Agreement. Rent does not include telephone, internet, electricity, heat, water, laundry facilities, garbage removal, cablevision, sheets and towels, or other facilities or services.
5. **Security** – Before the Caretaker moves a manufactured home, or has a manufactured home moved, on or off the Manufactured Home Site, the Caretaker must provide the District with proof of third party liability insurance held by the mover.
6. **Caretaker's Covenants** – The Caretaker covenants and agrees with the District as follows:
  - (a) that all of the terms and conditions contained in Schedule "B" to this Tenancy Agreement are binding on the parties hereto and form part of this Tenancy Agreement;
  - (b) to pay the cost of all utilities and services to and for the Manufactured Home Site;

- (c) to obtain and maintain during the Term, appropriate insurance in respect of the Caretaker Residence and contents;
  - (d) not to commit or permit any waste, damage or injury to the Lands or to the Manufactured Home Site;
  - (e) not to cause, maintain or permit any nuisance on the Lands or on the Manufactured Home Site, including by the accumulation of rubbish or unused personal property of any kind;
  - (f) to keep the Manufactured Home Site in good and tenantable repair, subject only to reasonable wear and tear and damage from fires, storm, tempest or other causes not caused or contributed to by the Caretaker;
  - (g) not to interfere with or obstruct the use of the Lands by the District in its sole discretion;
  - (h) not to do anything or permit anything to be done that is inconsistent or incompatible with the Caretaker Agreement or this Tenancy Agreement;
  - (i) not to sub-let or assign this Tenancy Agreement or any interest in it, and not to charge or encumber, or purport to charge or encumber, this Tenancy Agreement, the Manufactured Home Site, or the Lands, except in accordance with the terms and conditions contained in Schedule "B".
7. **Caretaker's Use of Manufactured Home Site** – The Caretaker and its guests shall use the Manufactured Home Site only for the following purpose: private residential tenancy consistent and compatible with this Tenancy Agreement and the Caretaker Agreement, and not for any illegal or unlawful purposes. No business or commercial advertising shall be placed on the Lands or at the Manufactured Home Site. The Caretaker shall not make or cause any structural alterations to be made to the Lands or the Manufactured Home Site. Automobile and other repairs shall not be done in parking areas or on the Lands.
8. **Application of *Manufactured Home Park Tenancy Act*** – The terms of this Tenancy Agreement that relate to the lease of the Manufactured Home Site and any changes or additions to those terms may not contradict or change any right or duty under the *Manufactured Home Park Tenancy Act* or a regulation made under that Act and to the extent that a term of this Tenancy Agreement that relates to the lease of the Manufactured Home Site does contradict or change a right or duty under the *Manufactured Home Park Tenancy Act* or a regulation made under that Act that term is void.
9. **Changes or Additions to Tenancy Agreement** – Any change or addition to this Tenancy Agreement must be agreed to in writing and initialled by both the District and the Caretaker and, if the term relates to the lease of the Manufactured Home Site, that change or addition must be reasonable. If a change is not agreed to in writing, is not initialled by the District and

the Caretaker or (if the change relates to the Manufactured Home Site) is not reasonable, it is not enforceable.

10. **Caretaking Obligations Separate** – For greater certainty, all provisions in this Tenancy Agreement that relate to caretaking the Lands and/or the Rodeo Grounds are deemed to not relate to the lease of the Manufactured Home Site.
11. **Termination of Caretaker Agreement** – Without limiting its other rights under the *Manufactured Home Park Tenancy Act* to terminate this Tenancy Agreement, the District may, pursuant to section 41 of the *Manufactured Home Park Tenancy Act*, terminate this Tenancy Agreement by giving notice to the Caretaker on or before the last day of a month, to be effective on the last day of an ensuing month (provided the period of notice is at least one month), in the event:
  - (a) the Caretaker Agreement is terminated; and
  - (b) the District intends in good faith to give rent or provide the Manufactured Home Site to a new caretaker, manager, or superintendent, or to assume caretaking responsibilities itself.
12. **Compliance with Caretaker Agreement** – The Caretaker covenants and agrees with the District that it is a material term of this Tenancy Agreement that the Caretaker will observe, perform and otherwise comply with all covenants and other obligations that the Caretaker is required to observe, perform and otherwise comply with under the Caretaker Agreement.
13. **Release and Indemnity** – The Caretaker hereby releases and agrees to indemnify and save harmless the District and its elected officials, officers, employees, agents, successors and assigns, from any and all liabilities, actions, damages, claims, losses, costs and expenses whatsoever (including without limitation, the full amount of all legal fees, costs, charges and expenses whatsoever) in any way directly or indirectly, arising from the occupation, activities or actions of the Caretaker or the Caretaker's invitees and guests, or those for whom the Caretaker is in law responsible, of, on or carried out on the Manufactured Home Site or the Lands or anything done or not done or maintained or not maintained by the Caretaker. The obligations of the Caretaker under this section will survive the expiry or earlier termination of this Tenancy Agreement.
14. **Entire Agreement** – This Tenancy Agreement and the Caretaker Agreement, each executed and delivered by or on behalf of the District and the Caretaker, together set forth the entire agreement between the parties concerning the Manufactured Home Site and there are no warranties, representations, covenants, promises, agreements, conditions, or understandings, either oral or written, express or implied, between the parties other than as set forth in those agreements.
15. **Severance** – If any portion of this Tenancy Agreement is held to be invalid by a court of competent jurisdiction, the invalid portion will be severed and the portion that is invalid must not affect the validity of the remainder of this Tenancy Agreement.



16. **Waiver or Non-Action** – Waiver by the District of any breach of any term, covenant or condition of this Tenancy Agreement by the Caretaker must not be deemed to be a waiver of any subsequent default by the Caretaker. Failure by the District to take any action in respect of any breach of any term, covenant or condition of this Tenancy Agreement by the Caretaker must not be deemed to be a waiver of such term, covenant or condition.
17. **Time** – Time will be of the essence of this Tenancy Agreement.
18. **Joint and Several** – The Caretaker’s liabilities under this Tenancy Agreement are joint and several.
19. **Counterparts** – This Tenancy Agreement may be executed by the parties in counterparts and transmitted by email or fax and, if so executed and transmitted, this tenancy agreement will be for all purposes as effective as if all the parties had signed the same document and executed and delivered an original agreement.

As evidence of their agreement to be bound by the above terms, the parties have duly executed and delivered this Tenancy Agreement as of the day and year written below:

**DISTRICT OF SUMMERLAND** by its )  
 authorized signatories: )  
 )  
 \_\_\_\_\_ )  
 Mayor: Toni Boot )  
 )  
 \_\_\_\_\_ )  
 Chief Administrative Officer: Graham Statt )  
 )  
 \_\_\_\_\_ )  
 Date )

Signed, Sealed and Delivered in the presence )  
 of: )  
 )  
 \_\_\_\_\_ )  
 Name )  
 )  
 \_\_\_\_\_ )  
 Address )  
 )  
 \_\_\_\_\_ )  
 Occupation )

Name: \_\_\_\_\_

\_\_\_\_\_

---

Date

)  
)  
)  
)

**SCHEDULE "A" TO TENANCY AGREEMENT**

**SITE PLAN SHOWING MANUFACTURED HOME SITE**



**SCHEDULE "B" TO TENANCY AGREEMENT****STANDARD TERMS****1. Pets and Domestic Livestock**

The Caretaker is permitted to keep pets, with the restriction that there be no more than three (3) dogs. All pets must not be a nuisance or cause a disturbance to rental groups using the Rodeo Grounds or campers on the Premises. Subject to the District's pre-approval Domestic Livestock may be permitted.

**2. Payment of rent**

(1) The Caretaker must pay the rent on time. If the rent is late, the District may issue a notice to end a tenancy to the Caretaker, which may take effect not earlier than ten (10) days after the date the Caretaker receives the notice.

(2) The District must not take away or make the Caretaker pay extra for a service or facility that is already included in the rent.

(3) The District must give the Caretaker a receipt for rent paid in cash.

**3. Assign or sublet**

(1) The Caretaker may assign this Tenancy Agreement or sublet the Manufactured Home Site to another person only if one of the following applies:

(a) the Caretaker has obtained the prior written consent of the District to the assignment or sublease, or is deemed to have obtained that consent, in accordance with the regulations;

(b) the Caretaker has obtained an order of the director authorizing the assignment or sublease.

The District and Caretaker must follow the specific procedure when consent is sought. The District must not charge a fee or receive a benefit, directly or indirectly, for giving this consent.

(2) If a District unreasonably withholds consent to assign or sublet or charges a fee, the Caretaker may make an application for dispute resolution under the *Manufactured Home Park Tenancy Act*.

**4. Repairs**

(1) District's obligations

(a) The District must provide and maintain the Rodeo Grounds in a reasonable state of repair, suitable for occupation by the Caretaker. The District must comply with health, safety and housing standards required by law.

(b) If the District is required to make a repair to comply with the above obligations, the Caretaker may discuss it with the District. If the District refuses to make the repair, the Caretaker may seek an order of the director under the *Manufactured Home Park Tenancy Act* for the completion and costs of the repair.

(c) The District is not required to maintain or repair improvements made to the Manufactured Home Site by the Caretaker, or the assign of the Caretaker, unless the obligation to do so is a term of this Tenancy Agreement.

## (2) Caretaker's obligations

(a) The Caretaker must maintain reasonable health, cleanliness and sanitary standards throughout the Manufactured Home Site. The Caretaker must take the necessary steps to repair damage to the Manufactured Home Site caused by the actions or neglect of the Caretaker or a person permitted in the Rodeo Grounds by the Caretaker. The Caretaker is not responsible for repairs for reasonable wear and tear to the Manufactured Home Site or common areas.

(b) If the Caretaker does not comply with the above obligations within a reasonable time, the District may discuss the matter with the Caretaker and may make an application for dispute resolution under the *Manufactured Home Park Tenancy Act* seeking an order of the director for the cost of repairs, serve a notice to end a tenancy, or both.

## (3) Emergency repairs

(a) The District must give to the Caretaker in writing, the name and telephone number of the designated contact person for emergency repairs.

(b) If emergency repairs are required, the Caretaker must make at least two attempts to telephone the designated contact person, and then give the District a reasonable time to complete the repairs.

(c) If the emergency repairs are still required, the Caretaker may undertake the repairs, and claim reimbursement from the District, provided a statement of account and receipts are given to the District. If the District does not reimburse the Caretaker as required, the Caretaker may deduct the cost from rent. The District may take over completion of the emergency repairs at any time.

(d) Emergency repairs must be urgent and necessary for the health and safety of persons or preservation or use of property on the Manufactured Home Site and are limited to repairing

- (i) major leaks in pipes,
- (ii) damaged or blocked water or sewer pipes, or
- (iii) the electrical systems.

**5. Occupants and guests**

- (1) The District must not stop the Caretaker from having guests under reasonable circumstances on the Manufactured Home Site.
- (2) The District must not impose restrictions on guests and must not require or accept any extra charge for daytime visits or overnight accommodation of guests.
- (3) If the number of occupants on the Manufactured Home Site is unreasonable, the District may discuss the issue with the Caretaker and may serve a notice to end a tenancy. Disputes regarding the notice may be resolved by applying for dispute resolution under the *Manufactured Home Park Tenancy Act*.

**6. Locks**

- (1) The District must not change locks or other means of access to the Rodeo Grounds unless the District provides the Caretaker with new keys or other means of access to the Manufactured Home Site.

**7. District's entry on to Manufactured Home Site**

- (1) For the duration of this Tenancy Agreement, the Manufactured Home Site is the Caretaker's home and the Caretaker is entitled to quiet enjoyment, reasonable privacy, freedom from unreasonable disturbance, and exclusive use of the Manufactured Home Site.
- (2) The District may enter the Manufactured Home Site only if one of the following applies:
  - (a) at least twenty-four (24) hours and not more than thirty (30) days before the entry, the District gives the Caretaker a written notice which states
    - (i) the purpose for entering, which must be reasonable, and
    - (ii) the date and the time of the entry, which must be between 8 a.m. and 9 p.m. unless the Caretaker agrees otherwise;
  - (b) there is an emergency and the entry is necessary to protect life or property;
  - (c) the Caretaker gives the District permission to enter at the time of entry or not more than thirty (30) days before the entry;
  - (d) the Caretaker has abandoned the site;

(e) the District has an order of the director or of a court saying the District may enter the site;

(f) the entry is for the purpose of collecting rent or giving or serving a document that under the Act must be given or served.

**8. Ending the tenancy**

The District and the Caretaker may mutually agree in writing to end this Tenancy Agreement at any time.

**9. District to give tenancy agreement to Caretaker**

The District must give the Caretaker a copy of this Tenancy Agreement promptly, and in any event within twenty-one (21) days of entering into the Tenancy Agreement.

**10. Arbitration of disputes**

Either the Caretaker or the District has the right to make an application for dispute resolution, as provided under the *Manufactured Home Park Tenancy Act*.