

Schedule "C"

2014 Squamish Windsports Society School Sub License Agreement

dated for reference _____, 2014

Between

Squamish Windsports Society
510 - 1040 West Georgia Street

Vancouver, BC, V6e 4H1

("SWS")

And

[insert name of incorporated school or individual "doing business as" and
address]

(the "School")

WHEREAS:

- A. By a Licence of Occupation (Licence No 241622, dated for reference December 1, 2010 **(the "Head Licence")**), which is attached as Appendix 1, the Province of British Columbia, represented by the minister responsible for the *Land Act*, granted a licence of occupation of the following land (except for those parts of the land that consist of highways) to the District of Squamish:

District Lot 7956, Group 1, New Westminster District, Containing 0.79 hectares

(the "Spit");

- B. The District of Squamish has agreed to allow the Squamish Windsport Society to operate a windsport program on the Licence Area in accordance with the terms of the Sublicence and Management Agreement dated April ____, 2014, attached as Appendix 2 **(the SWS Sublicence)**;
- C. SWS has agreed to allow the School to provide kiteboard instruction on the Spit subject to the terms of this Sublicence.

NOW THEREFORE the parties agree as follows:

1. Subject to the terms and conditions of this Sublicence, SWS grants the School a non-exclusive sublicence to the Spit for the purpose of providing kiteboard instruction program and no other purpose.
2. No person or company shall provide instruction of any kind for compensation at the Spit without the prior approval of SWS each season. The SWS reserves the right to limit the number of Schools at the Spit and or to deny use of the Spit for instruction to any School or proposed School for any reason.
3. The term of this Sublicence commences on the later date that the Province and District of Squamish consent to this Sublicence and expires on September 15, 2014.
4. The School acknowledges that it has received and read copies and that it agrees to be bound by the terms and conditions of each of the Head Licence and the SWS Sublicence.
5. The School agrees not to do or omit to do any act in or around the Spit that would cause a breach of the District's obligations as licensee under the Head Licence or a breach of SWS's obligations to the District as sublicensee under the SWS Sublicence.
6. The School agrees to indemnify and save SWS, the District and the Province of British Columbia and their respective officers, servants, employees, agents, successors and assigns harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors and including remediation costs, arising directly or indirectly out of:
 - (a) the School's breach, violation or nonperformance of a provision of this Sublicence, and
 - (b) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Spit by virtue of the School's entry upon, use or occupation of the Spit or the entry upon, use or occupation of the Spit by any other person authorized or permitted by SWS to be in or about the Spit

the amount of all such losses, damages, costs and liabilities will be payable to the District immediately upon demand and this indemnity shall survive the expiry or termination of this Sublicence.
7. The School must
 - (a) without limiting its obligations or liabilities under this Agreement, at the School's expense, effect and keep in force during the Term the following insurance with insurers licensed to do business in Canada:
 - (i) Commercial General Liability insurance in an amount of not less than \$2,000,000.00 inclusive per occurrence insuring against liability for

personal injury, bodily injury (including death) and property damage, including coverage for all accidents or occurrences on the Land or the Improvements. Such policy will include cross liability, liability assumed under contract, provision to provide 30 days advance notice to the District and to the Province of material change or cancellation, and include SWS, the District and the Province as additional insureds;

- (b) ensure that all insurance required to be maintained by SWS under this Agreement is primary and does not require the sharing of any loss by any of the District or Province's insurers;
- (c) provide to SWS, the District and the Province evidence of all required insurance in a form satisfactory to SWS, the District and the Province;
- (d) if the required insurance policy or policies expire or are cancelled before the end of the Term of this Sublicence, provide within 10 working days of the cancellation or expiration, evidence of new or renewal policy or policies of all required insurance in a form satisfactory to SWS, the District and the Province;
- (e) notwithstanding subsection (c) or (d) above, if requested by SWS, the District or Province, provide SWS, the District or Province with certified copies of the required insurance policies
- (f) Each year the School must provide proof of such insurance to the President of the SWS before any lessons are conducted at the Spit.

8. SWS may, acting reasonably, from time to time, require the School to:

- (a) change the amount of insurance set out in section 7; and
- (b) provide and maintain another type or types of insurance in replacement of or in addition to the insurance previously required to be maintained by the School under this Sublicence;

and the School will, within 21 days of receiving such notice, cause the amounts and types to be changed and deliver to SWS proof of such insurance in a form satisfactory to SWS.

9. The School must provide, maintain, and pay for any additional insurance which the School is required by law to carry, or which the School considers necessary to insure risks not otherwise covered by the insurance specified in this Sublicence at the School's sole discretion.

10. The School must comply with all applicable federal, provincial, District and other government statutes, regulations, bylaws, rules, orders and instructions including, but not limited to, occupational health and safety, workers' compensation, employment practices and standards and Environmental Laws (See definition in SWS Sublicence). The School must also comply with

the Squamish Windsport Society Recreational Activity and Operational Plan (Schedule E of SWS Sublicence) and the Skwelwil'em Squamish Estuary Wildlife Management Area Management Plan (Schedule F of SWS Sublicence), including any amendments to either plan.

11. The School must obtain a valid Squamish business license and must provide proof of such license to the President of the SWS before any kiteboarding lessons are conducted at the Spit.
12. The School must pay the SWS a non-refundable fee of \$2,000 before any kiteboarding lessons are conducted at the Spit.
13. Upon payment of the \$2,000 the School will receive three individual season memberships at the Spit and one reserved parking spot as set out below;
14. Each School is allocated one parking spot in the parking area between the two angle parking signs. The exact location of that spot and the signage at that spot will be determined by the SWS.
15. Each School shall designate one vehicle or trailer as a Designated School Vehicle for the School's commercial use (the "Designated School Vehicle") and advise SWS of said designation.
16. Other than the Designated School Vehicle, the School shall not park any other School-related vehicles and/or trailers overnight on the Spit (defined by the yellow gate as the northern boundary).
17. Any School vehicle or trailer parked in a reserved spot must be operational, licensed and insured and must be of a type and appearance that is acceptable to the SWS. Approval of the type and appearance of the School vehicle or trailer must be obtained from the SWS Club Manager before the vehicle is parked at the Spit;
18. The School shall promptly move the Designated School Vehicle as requested by the SWS Club Manager from time to time within the reserved parking area to facilitate Spit operations.
19. The School shall not erect or construct any permanent or semi-permanent building or improvement on the Spit.
20. All School instructors must have a season membership at the Spit before they are allowed to teach.
21. The School must use a motorized watercraft with each lesson on the water. The watercraft shall be moored as directed by the SWS Site Manager. The School should use a 4 stroke engine whenever possible.
22. Each motorized watercraft in use by a School must have an operational automatic kill switch to disable the motor if the School instructor falls out of the watercraft.
23. The School will inform its students of their responsibility to pay either membership or day use fees to the SWS.

24. The School acknowledges and understands that camping on the Spit is currently prohibited by the District.
25. The School acknowledges and understands that teaching and demonstrating is not to be conducted on the Spit itself.
26. The School cannot advertise or sell retail goods at the Spit.
27. The School must abide by all rules as set out by the SWS from time to time and as directed by the SWS Club Manager.
28. The School must respond promptly to all inquiries made by federal, provincial and municipal government employees and/or refer said inquiries to the SWS as appropriate.
29. The School will be permitted to have no more than two (2) students per instructor for all lessons.
30. The School will not conduct any of its activities within the boundaries of the Wildlife Management Area ("WMA").
31. The herein policies can be amended at any time and for any reason by the SWS and/or the District upon provision of fourteen (14) days written notice to the School and the School shall be required to promptly comply with the amendments following notice.

32. If the School:

- (a) is in default of payment of any sums payable under this Sublicence;
- (b) is in breach of any of its covenants or obligations under this Sublicence or any other rules as directed by the SWS Club Manager,

and the School's default or failure continues for 10 days after SWS gives written notice (which may include notice by e-mail) of the default or failure to the School, or if the School:

- (c) becomes insolvent, makes an assignment for the general benefit of its creditors, commits an act that entitles a person to take action under the *Bankruptcy and Insolvency Act*, a bankruptcy petition is filed or presented against the School, voluntarily enters into an arrangement with its creditors or has a liquidator appointed,
- (d) the Province requires the Spit for its own use pursuant to the Head Licence

this Sublicence will terminate and the School's right to use and occupy the Spit under this Sublicence will cease.

33. The SWS Club Manager shall have the authority to immediately suspend the School from operating at the Spit for non-compliance with the herein rules or any other rules as directed by the SWS Club Manager. In those circumstances, the School may appeal the decision of the SWS Club Manager to the SWS by providing e-mail notice to the President of the SWS.

- 34. No waiver or neglect to enforce the herein agreement upon breach of any condition herein contained shall be deemed to be a waiver of the SWS' rights upon subsequent breach of the same or any other condition.
- 35. If the SWS terminates the Sub-License for any breach, in addition to other remedies it may have, it may recover from the School all damages it incurs by reason of the breach including the cost of removing the Designated School Vehicle from the Spit and legal fees.

IN WITNESS WHEREOF the parties have executed this Sublicence effective as of the first date written above.

Squamish Windsport Society by its authorized signatory

Simon Kent
President

[insert name of school if incorporated and words "by its authorized signatory" or name of individual if "doing business as"]

Name:
Title:

Appendix 1 - Head Licence
Appendix 2 - SWS Sublicence