

SUB-LICENCE AND MANAGEMENT AGREEMENT - SUMMARY

The following summary of basic Agreement provisions is intended only to set out key information and summarize various provisions of this Sub-Licence for convenience only. In the event of any conflict or contradiction between the provisions set out in this Sub-Licence of Occupation – Summary and the Sub-Licence of Occupation, the terms of the Sub-Licence of Occupation will prevail.

District of Squamish File	Squamish Windsports Society
Sub-Licensee Name and Address	Squamish Windsports Society PO Box 1099 Squamish, BC V8B 0A7
Commencement Date	May 15, 2019
Term	5 years
Land	That part of District Lot 7956, Group 1, New Westminster District as shown in Schedule "B". +/- 0.79 hectares
Permitted Use	Operating a windsports program and all purposes ancillary.
Fee	\$1
Security Deposit	\$0
Utilities and Services	None provided by the District.
Special Terms and Conditions	See Schedule "C"

SUB-LICENCE AND MANAGEMENT AGREEMENT

THIS AGREEMENT dated for reference the 31st day of July, 2020.

BETWEEN:

DISTRICT OF SQUAMISH

PO Box 310
37955 2nd Avenue
Squamish, BC V8B 0A3

(the "District")

AND:

SQUAMISH WINDSPORTS SOCIETY

PO Box 1099
Squamish, BC
V8B 0A7

(the "SWS")

BACKGROUND:

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

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

(the "Land");

- B. SWS is a not-for profit society incorporated pursuant to the *Society Act* under number S-0023554;
- C. Subject to the terms of the Province's written consent, the other terms of the Head Agreement, and the terms and conditions set out in this Agreement, the District has agreed to allow SWS The SWS wishes to occupy and use that part of the Land outlined in bold on the attached Schedule "A" (**the "Land"**) for the purpose of [insert description] and the District has agreed, subject to the terms and conditions set out in this Agreement.

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which each party acknowledges, the parties covenant and agree as follows:

1.0 DEFINITIONS AND SCHEDULES

1.1 In this Agreement:

- (a) **"Contaminants"** means any explosives, radioactive materials, asbestos materials, urea formaldehyde, chlorobiphenyls, hydrocarbon contaminants, underground tanks, pollutants, contaminants, hazardous, corrosive or toxic substances, special waste or waste of any kind or any other substance the storage, manufacture, disposal, treatment, generation, use, transport, remediation or release into the environment of which is prohibited, controlled, regulated or licensed under Environmental Laws;
- (b) **"Environmental Laws"** means any and all statutes, laws, regulations, orders, bylaws, permits and other lawful requirements of any federal, provincial, municipal or other governmental authority having jurisdiction over the Land and the Land now or in the future with respect to the environment, health or occupational health and safety, together with any related guidelines, policies and standards that may be adopted by any of those governmental authorities from time to time;
- (c) **"Improvement"** includes anything made, constructed, erected, built, altered, repaired or added to, in, on, under or on the Land and attached to it or intended to become a part of it, an also includes any clearing, excavating, digging, drilling, tunneling, filling, grading or ditching of, in, on or under the Land. Improvement excludes the recurring tasks undertaken by SWS to maintain the surface of the Land to ensure the Land is safe for use as a Windsport Facility;
- (d) **"Permitted Use"** means operating a windsports program and all purposes ancillary;
- (e) **"Security Deposit"** means a deposit of \$0 provided by the SWS to the District by cash or certified cheque;
- (f) **"Term"** means the period of five (5) years from May 15, 2019 to September 15, 2019, May 15, 2020 to September 15, 2020, May 15, 2021 to September 15, 2021, May 15, 2022 to September 15, 2022 and May 15, 2023 to September 15, 2023, or such shorter or longer period if the Agreement is earlier terminated, extended or renewed.
- (g) **"Windsport Facility"** means the windsport facility that is located on the Land and run by the SWS.

1.2 The following Schedules form part of this Agreement:

- Schedule "A" — Head Agreement
- Schedule "B" - Plan of Land
- Schedule "C" – Special Terms and Conditions
- Schedule "D" – Squamish Windsport Society Recreational Activity and Operational Plan
- Schedule "E" – Skwelwil'em Squamish Estuary Wildlife Management Area Management Plan

2.0 AGREEMENT TO OCCUPY AND USE

2.1 Subject to the terms and conditions of this Agreement, including the Special Terms and Conditions set out in the attached Schedule "C", the District hereby grants to the SWS an Agreement to:

- (a) enter, occupy and use the Land during the Term for the Permitted Use; and
- (b) no other purpose or purposes whatsoever without the District's prior written consent.

2.2 If the Term commences on a day other than the first day of a month, the Term will be extended by the period from the commencement date of this Agreement to and including the last day of the month in which the commencement date occurs.

3.0 IMPROVEMENTS, USE AND OCCUPATION OF LAND

3.1 The Land is located in a highly sensitive ecological area adjacent to the Skwelwil'em Squamish Estuary Wildlife Management Area (the "WMA") and the intent of all parties interested in the WMA is to work cooperatively. As such, SWS shall provide any proposed Improvements to the District for review, the District will consult with the Squamish Estuary Management Committee and appropriate provincial environmental ministries before providing consent for the Improvements to proceed.

3.2 The SWS covenants and agrees with the District:

- (a) not to use, or permit the use of, the Land or Improvements or any part of them for any purpose other than the Permitted Use without the District's prior written consent;
- (b) not to dig, clear, excavate, drill, tunnel, fill or grade within the Land without first obtaining the District and Province's written consent;
- (c) not to construct or permit the construction of any Improvements, or commence any repairs, replacements or alterations within the Land without first obtaining the District and Province's written consent.

3.3 Without limiting the generality of any other obligations under this Agreement, throughout the Term at its cost and expense the SWS 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. SWS must also comply with the *Squamish Windsport Society Recreational Activity and Operational Plan* (Schedule "D") and the *Skwelwil'em Squamish Estuary Wildlife*

Management Area Management Plan (Schedule "E"), including any amendments to either plan.

4.0 FEE

4.1 SWS will pay the District a fee of \$1.00 for the Term, payable in advance. If the fees payable under Article 3 of the Head Licence should be increased, then the fee for this Agreement shall increase by the same amount with the increase coming into effect at the same time that the fees under the Head Licence increase.

5.0 SECURITY DEPOSIT

5.1 As security for the due and proper performance by the SWS of all of the covenants in this Agreement, the SWS must provide the Security Deposit before the Commencement Date, to be held by the District, without interest, and returned to the SWS at the end of the Term provided that the SWS vacates the Land and fulfills all of its obligations under this Agreement.

5.2 If at any time during the Term the SWS fails to observe or perform any of its obligations under this Agreement, then in addition to any other remedies available under this Agreement or at law or in equity, the District may apply all or part of the Security Deposit to compensate the District for any loss or damage the District may incur as a result of the SWS's breach and the SWS will promptly restore the Security Deposit.

6.0 LAND IS "AS IS"

6.1 The SWS accepts the Land in an "as is" condition and acknowledges and agrees that:

- (a) it has had the opportunity to undertake such inspections, tests and surveys of the Land as it considers necessary;
- (b) the District has made no representations, warranties or agreements with respect to the Land, except as may be provided in this Agreement;
- (c) by entering into this Agreement, it is satisfied that the Land is suitable for its purposes; and
- (d) this Agreement is subject to all charges and encumbrances registered against the title to the Lands.

7.0 NO INTEREST IN LAND

7.1 This Agreement does not grant to the SWS any leasehold or other property interest in the Land or any other part of the Land.

8.0 SPECIAL TERMS AND CONDITIONS

8.1 The District and SWS agree to the special terms and conditions that are attached to this Agreement as Schedule "C" and in the event of a conflict or contradiction with any other term of the Agreement, the special terms and conditions will prevail.

9.0 NO CONTAMINATION, WASTE OR DESTRUCTION

9.1 The SWS must not:

- (a) commit or permit waste or destruction of the Land;
- (b) commit or permit any act or thing that is or would constitute a nuisance to the occupiers of any other premises adjoining or in the vicinity of the Land or to the public generally;
- (c) use or permit any Contaminants to be used, stored, manufactured, disposed of, treated, generated, transported, introduced or released into or onto the Land;
- (d) discharge, cause or permit to be discharged or otherwise to pass any Contaminants into the sewer systems, storm drains or surface drainage facilities at the Land; and
- (e) use or permit the use within the Land of any herbicide, pesticide or other chemical or petroleum product even if such products do not fall within the definition of "Contaminant".

9.2 The District may enter the Land at any time or times, with as little interference to the conduct of the SWS's business as is reasonably possible, to enable the District to inspect the Land and to comply with or cause the SWS to comply with any municipal bylaw or provincial statute now or in the future applicable to the Land whether or not the application of the bylaw or statute to the Land results from an act or omission of the District or any other person.

10.0 DISTRICT'S RIGHT TO PERFORM SWS' COVENANTS

10.1 If the SWS fails, refuses or neglects to perform an obligation under this Agreement, then in addition to and without prejudice to any other remedy available to it, the District may:

- (a) if such failure continues for 10 days' after the District gives written notice to the SWS; or
- (b) immediately, in the event of an emergency (as determined in the sole discretion of the District)

enter upon the Land with workers and equipment and do everything the District considers necessary to remedy the SWS's failure at the SWS's risk (including with respect to any loss or damage to the SWS's property or business that may result from the District's negligence). The SWS must immediately reimburse the District for all costs, charges and expenses incurred by the District as a result, including a reasonable amount for the District's administrative costs.

11.0 LIENS

11.1 The SWS must promptly either pay or provide security and cause the discharge of any and all liens arising out of any construction or services done or permitted to be done by the SWS under this Agreement.

12.0 UTILITIES AND SERVICES

12.1 SWS acknowledges there are currently no utilities, including but not limited to sewer, water, electricity, heat and telephone, on the Land.

13.0 DISTRICT ACCESS AND WORKS

13.1 The District is responsible for the dike and overall maintenance of the dike as intended for diking purposes and the District maintains all rights to service the Land as required.

13.2 The District, its officers, employees, servants and agents must at all times and for all purposes have full and free access to the Land.

13.3 If, in the opinion of the District, all or a portion of the Land is required for the installation of municipal utilities or other municipal purposes, the SWS must, immediately upon notice from the District allow such work to take place on the Land.

14.0 TERMINATION OF AGREEMENT

14.1 The District, at its sole discretion may terminate this Agreement by giving one (1) years' written notice to SWS.

14.2 The District may, in addition to and without prejudice to any other remedy available to it, terminate this Agreement immediately with no further notice:

- (a) if the SWS:
 - (i) is in default of payment of any sums payable under this Agreement; or
 - (ii) fails to observe, abide by or comply with any of its covenants or obligations under this Agreement;

and such default or failure continues for 10 days' after the District gives written notice to the SWS of the default or failure;

- (b) if SWS:
 - (i) becomes insolvent or makes an assignment for the general benefit of its creditors;
 - (ii) commits an act that entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada), has a bankruptcy petition filed or presented against it, consents to the filing of the petition or is the subject of a decree entered by a court of competent jurisdiction adjudging the SWS bankrupt under any law relating to bankruptcy or insolvency;
 - (iii) voluntarily enters into an arrangement with its creditors;
 - (iv) it ceases to be a society in good standing under the *Society Act* or it ceases to be in good standing under any other constating legislation that may apply to the SWS;
 - (v) a trustee, receiver, interim receiver, receiver and manager, custodian or liquidator is appointed to administer or carry on its business, property, affairs or revenue; or
 - (vi) an order is made, a resolution passed or a petition filed for its liquidation or winding up; or
 - (vii) is converted into a company without the District's prior written consent.

14.3 At the end of the Term, the SWS must at its sole cost and expense immediately and to the satisfaction of the District:

- (a) remove any or all Improvements to the extent requested by the District;
- (b) remove all goods, supplies, articles, equipment and other things brought onto and kept within the Lands by or on behalf of the SWS;
- (c) repair and restore any damage to the Land arising from or connected with the SWS's use of the Land;
- (d) remedy any unsafe conditions of the Land created or aggravated by the SWS; and
- (e) peaceably surrender and yield the Land to the District in the condition it was to be maintained during the Term, including free from any and all Contaminants brought onto, deposited onto or created on the Land by the SWS, its directors, officers, employees, volunteers, agents, contractors or invitees or resulting from

the use, occupation of, or exercise of the SWS's rights to the Land under this Agreement.

14.4 The SWSs will not be entitled to compensation for any loss, damage or disturbance resulting in any way from the termination of this Agreement.

15.0 WAIVER

15.1 No action or failure to act by the District will:

- (a) constitute a waiver of any right or duty under the Agreement or constitute an approval or acquiescence in any breach of this Agreement, except as the District may specifically agree in writing; or
- (b) be interpreted or deemed to be a waiver of any subsequent breach of this Agreement.

16.0 CONTINUING AGREEMENT

16.1 Intentionally deleted.

17.0 ASSIGNMENT AND SUBLETTING

17.1 The SWS may not assign or otherwise transfer this Agreement in whole or in part, nor sub-sublicence all or any part of the Land (**collectively "Transfer"**). Any Transfer made in violation of this section will be void.

18.0 INSURANCE

18.1 The SWS must obtain and maintain the following insurance during the Term:

- (a) commercial general liability insurance of not less than \$5,000,000 or in such other amount as may be reasonably required by the District against claims arising out of any one occurrence with respect to the SWS's occupation and use of the Land, including, but not limited to claims for personal injury or death, contractual liability, property damage and contingent employer's liability;
- (b) any other form of insurance and with whatever higher limits that the District may reasonably require.

18.2 Insurance policies required under this Agreement must:

- (a) name the District and the Province as an additional insured;
- (b) be issued by an insurance company entitled under provincial law to carry on business in British Columbia;

- (c) apply to each insured in the same manner and to the same extent as if a separate policy of insurance had been issued to each insured;
 - (d) require the insurer not to cancel or change the insurance without first giving the Province and the District thirty days' prior written notice;
 - (e) afford protection to the District and Province in respect of cross-liability;
 - (f) be primary and not require the sharing of any loss by any insurer that insures the District;
 - (g) not include any deductible amount greater than \$5,000 per occurrence; and
 - (h) otherwise be on terms satisfactory to the District, acting reasonably.
- 18.3 The SWS must provide the District and the Province with copies of the required insurance policies or a certificate of insurance upon execution of this Agreement and must provide copies or certificates of any annual renewals and any amendment to the policy.
- 18.4 The SWS will require any contractor performing work on the Land to carry and maintain, at no expense to the District, commercial general liability insurance, workers compensation coverage and other insurance in amounts and on terms reasonably determined by the District, and to provide the District with satisfactory proof of that insurance and coverage from time to time.
- 18.5 If the SWS does not provide or maintain in force the insurance required under this Agreement or provide proof of the insurance when requested by the District, the District may (but is not required to) take out the necessary insurance and pay the premiums, and the SWS must immediately reimburse the District the amount of such premium.

19.0 INDEMNITY

- 19.1 The SWS will indemnify the District, its elected officials, officers, employees, agents, invitees, successors and assigns (**the "Indemnified Parties"**) and save them harmless from and against any and all claims, demands, actions, causes of action, damages, losses, costs, liabilities and expenses, including reasonable professional fees and costs incurred in defending any of the foregoing ("**Losses**"), arising out of or related to personal injury, property damage or death arising from the breach of this Agreement by the SWS, or the construction, maintenance, existence, use or removal of any Improvements, or arising from or in any way connected to the Land or otherwise to the SWS's occupation or use of the Land, or occasioned wholly or in part by an act or omission of the SWS, its officers, employees, agents, customers, contractors or other invitees, except to the extent that such Losses were caused by the gross negligence or willful misconduct of the any of the Indemnified Parties.
- 19.2 The provisions of this section will survive the expiry or sooner termination of this

Agreement.

- 19.3 SWS will release and discharge the Indemnified Parties from any and all Losses which SWS and any of SWS' directors, officers, employees, volunteers, agents, contractors or invitees may have against the Indemnified Parties with respect to the breach of this Agreement by SWS or arising from in any way connected to the Land and Improvements or otherwise to SWS' occupation and use of the Land, except to the proportionate extent that such Losses were caused by the gross negligence or willful misconduct of the Indemnified Parties or any of them.

20.0 NOTICES

- 20.1 Unless otherwise provided, any notice, request, direction or other communication required under this Agreement must be in writing and either delivered personally, sent by registered mail, confirmed fax or confirmed email as follows:

- (a) to the District:

District of Squamish
PO Box 310
37955 2nd Avenue
Squamish, BC
V8B 0A3

Email: ngill@squamish.ca
Attention: Nav Gill, Portfolio Administrator

- (b) to the SWS:

Squamish Windsports Society
PO Box 1099
Squamish, BC
V8B 0A7

Email: chukkey@gmail.com
Attention: Geoffrey Waterson, President

or to such other address, fax number or email address as one party may communicate in writing to the other from time to time.

- 20.2 Any notice, request, direction or other communication given by one party will be deemed to have been received by the other party:

- (a) if personally delivered, on the date it was delivered;
- (b) if sent by registered mail, on the fifth day after it was mailed;

(c) if sent by fax or email, on the date that receipt of such fax or email was confirmed.

21.0 INTERPRETATION

21.1 This Agreement, including attached Schedules, forms the entire agreement between the District and SWS and supersedes all prior agreements between the parties with respect to the use of the Land and no representation, understanding, or agreement has been made or relied upon except as expressly set out in this Agreement.

21.2 This Agreement may not be modified except by subsequent agreement in writing.

21.3 In the event of a conflict or contradiction between the provisions of this Agreement and any of the attached Schedules, the Schedule will govern and take precedence over the body of the Agreement.

21.4 The District does not in any way or for any purpose become a partner of, or joint venturer or a member of a joint enterprise with, the SWS.

21.5 This Agreement enures to the benefit of and binds the parties and their respective successors, heirs and permitted assigns.

21.6 Where the context requires, the singular includes the plural and vice versa, and the masculine, feminine, and neuter include each other. If two or more individuals or entities comprise the SWS, the liability of each of them under this Agreement is joint and several.

21.7 Headings have been inserted into this Agreement as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.

21.8 Time is of the essence in this Agreement.

21.9 If any part of this Agreement is found to be illegal or unenforceable, that part will be considered separate and the remaining parts will be enforceable to the fullest extent permitted by law.

21.10 This Agreement will be interpreted in accordance with and governed by the laws of the Province of British Columbia.

22.0 ACCEPTANCE AND EXECUTION

22.1 The District and SWS may execute this Agreement in counterparts and when the counterparts have been executed by the parties, each executed counterpart, whether a facsimile, photocopy or original, will be effective as if one original copy had been executed by the parties.


IN WITNESS WHEREOF the authorized signatories of the parties have executed this Agreement as of the day and year first above written.

District of Squamish by its authorized signatories:)

)
_____)

Mayor)

Karen Elliott)

)
_____)

Corporate Officer)

Robin Arthurs)

Squamish Windsports Society)

by its authorized signatory:)

)
_____)

Geoff Waterson)

President)

Schedule "A"
Head Licence

Schedule "B"
Land



Schedule "C"
Special Terms and Conditions

1.0 Obligations under the Head Licence

1.1 SWS must perform all of the obligations of the District under the Head Licence (Schedule "A") and is to be bound by the terms of the Head Licence. SWS is not to do or omit to do any act in or around the Land which would cause a breach of the District's obligations as licensee under the Head Licence.

2.0 Paramountcy of Head Licence

2.1 To the extent that any right or benefit conferred by this Agreement contravenes or is incompatible with the Head Licence, such right or benefit will be amended or modified so as not to contravene or be incompatible with the Head Licence.

3.0 Ownership

3.1 In the event ownership of the Land transfers from the Province of British Columbia to the District during the Agreement Term, the Agreement shall remain valid and amended thereafter as soon as reasonably possible to reflect the change in ownership.

4.0 District's Right To Terminate With Notice

4.1 The District, at its sole and absolute discretion may terminate this Agreement by giving one (1) years written notice to the SWS.

5.0 Renewal

5.1 If SWS wishes to renew or extend this Agreement, then it must provide the District with written notice six (6) months prior to the expiration of the Term.

6.0 Non-Exclusive Use / Public Access

6.1 SWS acknowledges and agrees that the Land must be available for the use by the general public. For further clarification, the "general public" does not include anyone engaging in water-based recreational activities. SWS may restrict the use of the Land by water-based recreational users for reasons that it deems appropriate, including its membership requirements, the payment of access fees by water-based recreational users, compliance with its bylaws, for reasons of public safety, and to satisfy the requirements of its insurer.

6.2 Any renewal of this Agreement is subject to written agreement by both parties.

7.0 Repair and Maintenance

- 7.1 Throughout the Term, at its cost and expense SWS must:
- (a) maintain the Land and any Improvements, including but not limited to the following existing Improvements:
 - (i) trailer
 - (ii) porta-potty
 - (iii) garbage collection containers
 - (iv) gravel walking area at the current launching and landing beach
 - (v) walking area between the launching area and the staging area
 - (vi) clearly defined visitors/spectator seating area
 - (vii) vehicle turn-around circle
 - (viii) signage

in a neat, tidy, clean, orderly and safe condition and in a state of good repair as a prudent owner would do; and

- (b) manage and operate the Land, including Improvements, in accordance with generally accepted standards for similar Improvements in British Columbia.

8.0 Signage

- 8.1 SWS will maintain and improve the current signage located on site and will ensure ongoing compliance with the requirements of *Section 3.3.2 Signage Plan* in Schedule "D". SWS agrees to work with the District and the Province to improve signage on the Land and adjacent lands so that it is more consistent. The District must approve signage content and location in writing, prior to SWS posting new signs.
- 8.2 The signage must include, but is not limited to, the following safety and health rules and regulations:
- (a) Use facilities and site at your own risk;
 - (b) No swimming, scuba diving or fishing during the windsports season;
 - (c) All participants must sign a waiver (see general manager for waiver form);
 - (d) No parking in the turn-around area except to drop-off and pick-up equipment. Do not block dike vehicle access at any time – angle parking on the west side of the spit;
 - (e) During busy times, spectators may be restricted to the grandstand area or outside the rigging and launching areas.
 - (f) Will include a statement that says "Adjacent watered areas and land are part of a sensitive estuary conservation area and any and all activities must respect the values and protection of the environment." SWS will ensure that retrieval craft operators are aware of the potential underwater impacts of operations in shallow waters.

9.0 Hazardous Materials Storage / Handling Plan

9.1 SWS must comply with guidelines specified in *Section 3.3.3* of Schedule “D”.

10.0 Waste Management Plan

10.1 SWS must comply with the guidelines specified in *Section 3.3.5* of Schedule “D”.

11.0 Human Waste Management Plan

11.1 SWS must comply with the guidelines specified in *Section 3.3.6* of Schedule “D”.

12.0 Camping

12.1 There is absolutely no camping allowed on the Land. SWS acknowledges and understands camping on the Land is prohibited. SWS will notify all windsurfers, kiteboarders and the general public visiting the Windsport Facility, as well as through all SWS’ communication channels, that camping is prohibited. If SWS encounters any person that refuses to comply with the no camping regulation, SWS shall notify the District’s bylaw department for further action.

13.0 Traffic Management and Emergency Access Lane

13.1 SWS must attempt to maintain an emergency access lane with a maximum width of twenty (20) feet. The emergency access lane needs to be kept free and clear of all obstacles so that emergency vehicles can access the Land and any adjacent lands.

14.0 Site Attendant

14.1 SWS must hire, pay and supervise a site attendant and other staff for the Windsport Facility. The site attendant and other staff must have current first aid certification and current training in CPR. The site attendant and/or other staff must be at the Windsport Facility full time, seven days a week, including all statutory holidays, during the Term, weather and water conditions permitting. The site manager and other staff responsibilities are listed in *Section 3.2 – Windsport Society Staff* in Schedule “D”.

15.0 Wildlife Management Area

15.1 The Land is located adjacent to a WMA, SWS shall work cooperatively with the District, the Province, the Squamish Estuary Management Committee and other stakeholders to

ensure that windsports are managed in a manner that will have minimal impact on fish and wildlife. During the Term, SWS shall use its best efforts to:

- (a) Educate and promote awareness among its membership and users of the Windsport Facility with respect to the sensitivity of the WMA and the importance of its preservation; and
- (b) To ensure that wind sport activities remain in the wind sport recreation zone as identified in *Figure 6, page 44*, of Schedule "E", and enter and exit the water at the designated access point;
- (c) Maintain a jet ski retrieval and rescue service to ensure that wind sports activities remain in the wind sport recreation zone as described in 15.1 (b) above;
- (d) Prepare, display and maintain signage to delineate the boundaries of the WMA from the water; and
- (e) Have the general manager be responsible, among other things, for promoting, education and awareness with respect to protection of the WMA.

15.2 Section 6.1.3 Wind Sport Activities of Schedule E identifies the SWS operating season from May 15 to September 15 and that this is a compatible season with waterfowl and migratory bird values. The SWS is to promote awareness and education of this to its members and users of the Windsport Facility, and to advise members and users of the Windsports Facility that activity outside the operating season may negatively impact waterfowl and migratory bird values.

16.0 Alcohol

16.1 The SWS may not use or permit any alcoholic beverages to be sold, provided, offered or consumed at or on the Land without the prior written consent of the District, which consent may be refused in the District's sole discretion and which consent, if given, is conditional upon the SWS applying for, obtaining and maintaining all Agreements and permits required under the *Liquor Control and Licensing Act* and such further conditions as the District may impose.

17.0 COVID-19

17.1 During the COVID 19 pandemic, SWS needs to comply with the following additional terms and conditions:

- SWS will operate in accordance with the attached Operations Plan (Schedule "F");
- SWS will make any amendments as requested by the District to the Operations Plan, acting reasonably;
- SWS will provide the District with copies of all correspondence with Vancouver Coastal Health relating to the COVID 19 pandemic and the Operations Plan;

- SWS will notify the District immediately of any material complaints submitted to SWS by patrons via email regarding public safety;
- District Bylaw Enforcement Officers will be monitoring the property (as is the case with other properties in Squamish).

Schedule "D"
Squamish Windsport Society Recreational Activity and Operational Plan

Schedule "E"
Skwelwil'em Squamish Estuary Wildlife Management Area and Management Plan

Schedule "F"
COVID 19 Operations Plan

