

[REDACTED]

LICENSE OF OCCUPATION

THIS AGREEMENT dated for reference the 1st day of October, [REDACTED]

BETWEEN:

[REDACTED]

(the "Licensor")

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Children and Family Development, Parliament Buildings, Victoria, British Columbia, V8V 1X4

(the "Province")

In consideration of the rent payable by the Province to the Licensor set out in Schedule B and the mutual covenants set out herein, the parties agree as follows:

1.0 GRANT OF LICENSE

1.1 The Licensor, on the terms set forth herein, hereby grants to the Province a non-exclusive license in common with the Licensor to enter into, occupy, and use the premises described in Schedule A (the "Space") for the purpose of delivering services to children and families of British Columbia under the *Child, Family and Community Service Act* (the "Permitted Use").

2.0 TERM

2.1 The term of the license and the rights herein granted commences October 1, 2016 and ends on the 30th day of September, 2021 (the "Term") unless terminated earlier in accordance with paragraphs 2.2 or 2.3, as the case may be.

2.2 If the Licensor fails to observe or perform any material term contained in this Agreement and does not remedy such default within 10 business days of receipt of written notice by the Province specifying the nature of the default or, if such breach cannot be remedied within 10 business days, does not proceed with reasonable diligence to remedy the breach as soon as possible, the Province may terminate this Agreement immediately.

2.3 Provided that it is not in default under this Agreement, either the Licensor or the Province may terminate this Agreement at any time after September 30, 2020, upon 90 days' written notice.

3.0 REPRESENTATIONS AND COVENANTS OF THE LICENSOR

- 3.1 The Licensor will maintain the security of the Space, the records and other assets in the Space, and will maintain the confidentiality of information learned, overheard or otherwise exposed to by the Licensor in connection with this agreement.
- 3.2 The Licensor will maintain and supply lighting, heating, and cooling systems and will provide for repair of such systems and will provide for general building maintenance and repair. For greater certainty, the Province is under no obligation to maintain or improve anything in the Space, other than to maintain items brought into the Space by the Province.
- 3.3 The Licensor represents and warrants to the Province that it has the right to enter into this Agreement with the Province and to assure the Space to the Province pursuant to the terms of this Agreement during the Term.

4.0 COVENANTS OF THE PROVINCE

4.1 The Province covenants with the Licensor

- (a) pay to the Licensor the license fee provided for at the times and in the manner specified in Schedule B;
- (b) to use the Space solely for the Permitted Use; as per 1.1;
- (c) not to interfere with the Licensor's delivery of its own services;
- (d) not to cause unreasonable costs to the Licensor from the carrying out of the Permitted Use;
- (e) to observe, abide by and comply with all laws, by-laws, orders, directions, ordinances and regulations of any competent governmental authority in any way affecting the Space;
- (f) to keep the Space in a safe, clean and sanitary condition and in repair;
- (g) on the expiration or earlier termination of this agreement, to peaceably quit, surrender, yield up, deliver and vacate the Space, restore the Space to its original condition, and leave it in safe, clean and sanitary condition and repair (reasonable wear and tear excepted); and
- (h) not to remove anything from the Space, except those things brought on to the Space by the Province.

5.0 SPACE

- 5.1 The Parties acknowledges that notwithstanding the area indicated on the plan attached hereto as Schedule "D", the parties' intention is for the Province to occupy approximately one third of the total rentable area of the Premises (as defined below) and the Licensor may modify its allocation of the Space to the Province from time to time subject to

paragraph 5.2. The Province will not permit more than 11 staff to occupy the Space without the written consent of the Licensor. The Licensor may impose any conditions it deems appropriate in granting such consent, including without limitation an increase in the License Fee..

- 5.2 If the total square footage Space is at any time greater than one third of the total rentable area of the Premises, the Licensor may, acting reasonably and in consultation with the Province, modify its allocation of the Space to the Province, and the definition of "Space" herein will be deemed to be amended accordingly

6.0 DISPUTE RESOLUTION

- 6.1 Except as otherwise provided in this Agreement, if any dispute arises between the parties with respect to this Agreement the parties will attempt to resolve the dispute in good faith by negotiations between the Director of Family and Children's Service for the Licensor and the Team Leader for the Province, within ten (10) days or such greater time as may be agreed.

- 6.2 If any dispute is not resolved under paragraph 6.1 within the time so stipulated or the subject matter of the dispute relates to allocation of space or payment of any amounts owing under the Agreement, the parties will attempt to resolve the dispute in good faith by negotiations between the Executive Director for the Licensor and the Community Services Manager for the Province, within ten (10) days or such other time as may be agreed.

- 6.3 If the Executive Director and the Community Services Manager are unable to resolve the dispute to the satisfaction of the parties within the time so stipulated, then either party may refer the dispute to a neutral third party jointly selected by the parties as a referee to make decisions where necessary in respect of disputes referred to in this Part 6- (the "Referee"). The Referee's decision will be final and binding on the parties and neither party will have any further right of arbitration or referral of the matter to the courts save and except if the subject matter of the dispute is in respect of the payment of any amounts owing under this Agreement. The Referee will deliver its written decision to the parties within ten (10) business days. If the Referee finds in favour of one party, the other party will pay the cost of the Referee. If the Referee finds partially in favour of each of the parties, then the costs of the Referee will be shared equally.

7.0 NOTICE

In this Agreement:

- (a) any notice or communication required or permitted to be given under the Agreement will be in writing and will be considered to have been given if delivered by hand, transmitted by facsimile transmission or mailed by prepaid registered post in Canada, to the address or facsimile transmission number of each party set out below:

- (i) if to Licensor:

[REDACTED]
Attention: [REDACTED]
Facsimile: [REDACTED]

(ii) if to the Province:

[REDACTED]
Attention: [REDACTED]
Facsimile: [REDACTED]

or to such other address or facsimile transmission number as a party may designate in the manner set out above;

(b) notice or communication will be considered to have been received:

- (i) if delivered by hand during business hours on a business day, upon receipt by a responsible representative of the receiver, and if not delivered during business hours, upon the commencement of business on the next business day;
- (ii) if sent by facsimile transmission during business hours on a business day, upon the sender receiving confirmation of the transmission, and if not transmitted during business hours, upon the commencement of business on the next business day; and
- (iii) if mailed by prepaid registered post in Canada, upon the fifth business day following posting; except that, in the case of a disruption or an impending or threatened disruption in postal services every notice or communication will be delivered by hand or sent by facsimile transmission.

8.0 INTERPRETATION AND MISCELLANEOUS

- 8.1 In this license, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender and a corporation.
- 8.2 The captions and headings contained in this license are for the convenience of reference only and are not to be construed as defining or in any way limiting the scope or intent of the provisions hereof.
- 8.3 If any section of this license or any part of a section is found to be illegal or unenforceable, that part or section, as the case may be, shall be considered separate and severable and the remaining parts and sections of this license shall not be affected thereby and shall be enforceable to the fullest extent permitted by law.
- 8.4 The terms and provisions of this license extend to, are binding upon and enure to the benefit of the parties, their successors and permitted assigns.
- 8.5 The parties will review this Agreement every 12 months and make such amendments as may be agreed to by both parties, acting reasonably. This review will include discussion of the development of the [REDACTED] and plans for both the Licensor and the

[REDACTED] team of the Province to move to the new premises of the [REDACTED] as described within the Letter of Understanding in Schedule 'D'. This Agreement may only be amended by written agreement of the parties.

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the day and year first above written.

[REDACTED]

Per. 
[REDACTED] Executive Director
Authorized Signatory

HER MAJESTY THE QUEEN IN
RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA

Per. 
[REDACTED]
Authorized Signatory

SCHEDULE "A"

SPACE

1. The office space that forms part of:



(the "Premises")

as shown in red cross-hatching on the plan attached hereto as Schedule "D", (subject to adjustments from time to time in accordance with Part 3 of this Agreement) and which for greater certainty includes:

- (a) seven specific offices and space for two workstations, for up to eleven staff, as designated by the Licensor, to be dedicated to the Province;
 - (b) in accordance with the Permitted Use, use of the washrooms, reception, hallways, staff lunchroom; and other common space.
2. Services included are provision by Licensor of phone line and phone equipment, and provision of internet connection.
3. Services not included, for which the Licensor will charge the Province on a regular basis, are telephone long distance.
4. Services not included are photocopies and printing; the Province will have its own equipment.
5. Provision of parking is not included in this agreement.
6. For all one time only renovations to the space, the cost will be borne by the Province but preapproval of the Licensor is required before renovations will be allowed.

SCHEDULE "B"

LICENSE FEE

1. Within 30 days after the last day of each and every month during the Term, the Province agrees:
 - (a) to pay a license fee of \$6,000.00 to the Licensor in respect of its occupation of the Space during that month;
 - (b) if this agreement terminates on a day other than the first day of a month, to pay a license fee for that month equal to the amount specified in subparagraph (a) multiplied by a fraction, the numerator of which is the number of days in the month the Space is occupied and the denominator of which is the total number of days in that month; and
 - (c) to pay any other amounts due if specified in Schedule C.

SCHEDULE "C"

OPERATING AGREEMENT

The Province will be permitted to use the Space on a flexible basis to accommodate a variety of staff schedules and program needs. Staff will be issued keys and security cards to facilitate full access.

The cost of providing, installing, maintaining and operating office equipment for use by the Province, shall be borne entirely by the Province.

The Province will make its own postal arrangements, but may receive mail and/or courier packages at the building reception area.

All invoices from the Licensor to the Province for long distance charges will be mailed to the Province at the following address:

[REDACTED]

Attention: [REDACTED]