

LETTER OF AGREEMENT

THIS AGREEMENT dated for reference the ____ day of _____, 2024.

BETWEEN:

DISTRICT OF SECHELT

2nd Floor,
5797 Cowrie Street, P.O. Box 129,
Sechelt, British Columbia, V0N 3A0

(the "District")

AND:

COASTERS CAR CLUB

Box 285,
Sechelt, BC, V0N 3A0

(the "Club")

The Club has permission to occupy District lands known as Hackett Park (Upper Hackett Park area only) and Cowrie Street to accommodate the annual Sleepy Hollow Rod Run and Show and Shine Event (the "Event") as outlined in the attached Schedule A (the "Event Area").

NOW THEREFORE THIS AGREEMENT WITNESSETH:

1. DEMISE AND TERM

(a) Demise

In consideration of the rents, covenants, agreements and conditions herein to be paid, performed and observed by the Club, the District does hereby demise and allow the Club the Property and the Club does hereby accept the demise and use of the lands, all subject to the covenants, conditions and agreements herein contained.

(b) Term

Subject to this Agreement, the Club shall have and hold the Property for a two-day period, on a three-year term for the following dates:

- August 9 and 10, 2024;
- August 8 and 9, 2025;
- August 7 and 8, 2026.

2. USE AND OCCUPANCY OF THE AREA

(a) The District of Sechelt will:

- i) Provide barricades and safety cones in sufficient quantity to permit the closure of Cowrie Street and directional signs for vehicular traffic exiting Hackett Park to facilitate the Events.
- ii) Install garbage receptacles, as necessary, within the Event Area defined in the attached Schedule A.

(b) The Coasters Car Club will:

- iii) Accept and maintain adequate insurance as defined in section 5 of this agreement.
- iv) Provide a traffic management plan to the District, RCMP and Ministry of Transportation and Infrastructure.
- v) Manage traffic movement in a safe manner in the Event Area.
- vi) Acquire a valid permit from the Ministry of Transportation and Infrastructure for temporary use of Highway 101 during the Event.
- vii) Acquire the necessary Health Permit from the appropriate health authority.
- viii) Leave the Event Area free of any debris or temporary structures after the Event.
- ix) Publicize road closures if required.
- x) Retain flag persons at Trail Avenue/Hwy 101 and barricade attendants at Ocean Avenue/Cowrie Street, Trail Avenue/Cowrie Street, Inlet Avenue/Cowrie Street, Cowrie Street/Wharf Road and any other location, as needed.

(c) Condition of Lands and Premises

For the duration of the Event, the Club will not permit Hackett Park and Cowrie Street to become untidy or unsightly and will not permit waste or refuse to accumulate therein.

(d) Not to affect Insurance

The Club will not do, or omit to do, or permit to be done anything in the Event Area which would directly or indirectly cause the District's premiums for liability insurance to be increased. If any insurance premium is increased due to the Club's activities, the Club will pay to the District the amount that the insurance premiums were increased.

The Club will not store or permit to be stored upon the Lands and Premises anything of a dangerous, inflammable or explosive nature or anything which would have the effect of increasing the District's insurance premiums or which would render void or voidable, or which may conflict with, the requirements of any policy or policies of insurance whereby the Premises are insured, including any regulations of fire insurance underwriters applicable to such policy or policies of insurance.

The District, by its representatives, may at any time enter upon the municipal lands to remove any article or remedy any condition which, in the reasonable opinion of the District's, would be likely to lead to a cancellation of any insurance policy.

3. RENT AND UTILITIES

(a) Rent

The Club shall pay to the District rent in the amount of ten dollars (\$10.00) per year, due and payable on the 1st day of each year.

(b) Utilities

Access to water and electricity will be provided by the District.

(c) Permits

The club shall obtain Special Event Permits for each day.

4. COVENANTS

(a) Improvements

- i) No improvements whatsoever shall take place in the Event Area without first obtaining the District's authorization in writing.
- ii) Any improvements must be of a temporary nature including buildings or structures.

(b) Indemnity

The Club shall indemnify and save harmless the District from and against all losses, claims, damages, actions, causes of action, costs and expenses whatsoever that the District may sustain, incur, suffer or be put to by reason of the use or occupancy of the Event Area by the Club.

(c) Compliance with Regulations

The Club shall in the improvement, operation and/or maintenance of the Event Area comply with all applicable Municipal, Provincial and Federal regulations.

5. INSURANCE AND SECURITY

The Club shall, during the Term of this Agreement, carry commercial comprehensive liability insurance naming the District as an additional insured in an amount of not less than Five Million Dollars (\$5,000,000) covering each individual occurrence or accident. A copy of proof of insurance shall be provided to the District at the beginning of each year.

6. TERMINATION**(a) Default**

Should the Club default in any of the covenants contained herein to be performed by the Club, the District may terminate this Agreement and retake possession of the Land without notice, should the Club fail to rectify such default within ten (10) days of being given notice to do so.

(b) Notices

This Agreement may be terminated by either party at any time by giving not less than ninety (90) days written notice to the District at the address first set out in this Agreement and if to the Club at the address as first set out in this Agreement. Any notice required to be given under this Agreement shall be conclusively deemed to be given or delivered to and received by the addressee if delivered personally on the date of such personal delivery or if mailed on the fourth business day after the mailing of the same in British Columbia by pre-paid post. Either party may, from time to time, advise the other by notice in writing of any change of address of the party, giving such notice and from and after the giving of such address specified therein this shall, for the purpose of this paragraph, be conclusively deemed to be the address of the party giving such notice.

7. ENTIRE AGREEMENT

This Agreement shall be deemed to constitute the entire Agreement between the District and the Club with respect to the matter hereof and shall supersede all previous negotiations, representations, and documents in relation hereto made by either party to this Agreement.

8. MISCELLANEOUS

(a) Headings

The headings appearing in this agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provision of this Agreement.

(b) Gender

Words in the singular will include the plural and words in the plural will include the singular and words in the masculine gender will include feminine and neuter genders and vice versa where the context so requires.

(c) Inuring Effect

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors and assigns.

The parties have executed this Agreement as of the date first above written.

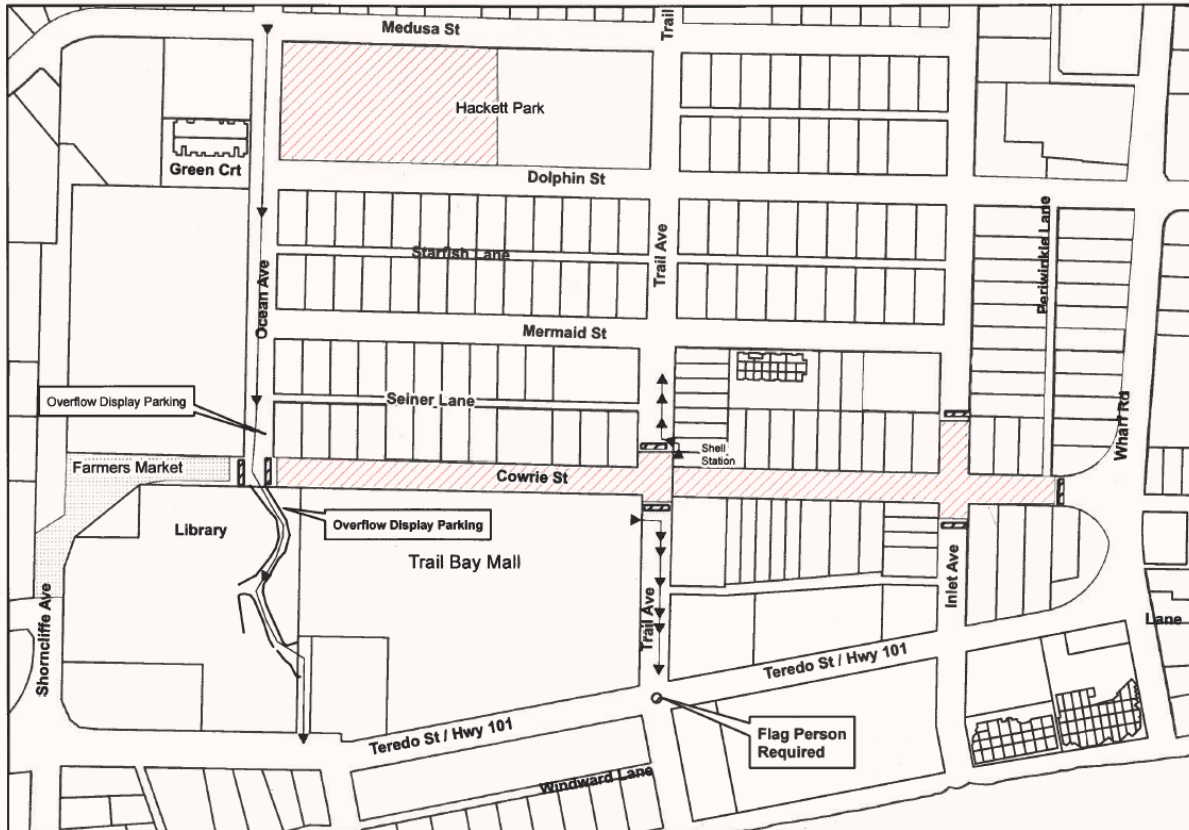
SIGNED and SEALED on behalf of the)
DISTRICT OF SECHLT by:)
))
_____) (seal)
Director of Engineering and Operations)
))
_____))
Corporate Officer)

SIGNED on behalf of the)
COASTERS CAR CLUB)
by its authorized signatories:)
))
_____))
Authorized Signatory)
))
_____))
Authorized Signatory)

Witness Signature

Witness Name (Please print)

Witness Address



**Schedule A for Coasters Car Club Permit
Show and Shine and Sleepy Hollow Rod Run Display Areas
and Flag Person Requirements**

-  Farmers Market
-  Traffic Barriers
-  Vehicle Display Area
-  Traffic_Flows