

## LICENCE AGREEMENT FOR THE USE OF GIRL GUIDES OF CANADA-GUIDES DU CANADA FACILITIES

### 1. The Licensor

Girl Guides of Canada-Guides du Canada as represented by:

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*(The local district or area having supervision of the facility – hereinafter referred to as the “Supervising Party”)*

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone(s): \_\_\_\_\_

### 2. The Licensee

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone(s): \_\_\_\_\_

### 3. The Facility to be Licensed

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

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone(s): \_\_\_\_\_

Email Address: \_\_\_\_\_

If only a part of the facility is to be used, identify that part. (Building(s), site name(s) or site number(s). The part identified below, or, should no part be identified below, the whole facility, will be referred to hereinafter as the "Facility".)

\_\_\_\_\_  
\_\_\_\_\_

**4. Facility Emergency Contact Information**

Supervising Party (Licensor)  
Emergency Contact Name: \_\_\_\_\_

Telephone(s): \_\_\_\_\_

911 Emergency Service Available: YES \_\_\_\_\_ NO \_\_\_\_\_

Emergency Locator #, if applicable: \_\_\_\_\_

Other emergency services and telephone numbers (if 911 not available); for example: ambulance, fire, parking ranger, etc.

Enter Service Here: \_\_\_\_\_

Enter Service Here: \_\_\_\_\_

Enter Service Here: \_\_\_\_\_

Directions to Facility: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Landmarks: \_\_\_\_\_

**5. The activity or event which will take place at the Facility**

Group Leader(s): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone(s): \_\_\_\_\_

Email Address: \_\_\_\_\_

Purpose for using the Facility: \_\_\_\_\_

Estimated number of people in attendance: \_\_\_\_\_

Final number of people in attendance to be provided to the Supervising Party at least 24 hours prior to the Licensee's initial occupation of the Facility.

Is alcohol being consumed? YES\* \_\_\_\_\_ NO \_\_\_\_\_

(\*Provide a copy of the *Special Occasion Licence* - <http://www.pssq.gov.bc.ca/lclb/apply/special/>)

**6. Date and Time of Licence**

Commencing:

\_\_\_\_\_ Arriving: \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. \_\_\_\_\_  
DD MM YYYY Time

Terminating:

\_\_\_\_\_ Departing: \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. \_\_\_\_\_  
DD MM YYYY Time

The time period above referred to herein as the "Term".

**7. Fee – See Schedule C attached**

A non-refundable booking fee (the "Booking Fee") in the amount of \$\_\_\_\_\_ is due at the time of applying to use the facility.

The Licensee will pay a fee of \$\_\_\_\_\_ (the "Total Fee") to the Supervising Party.

**8. Provisions for Liability Insurance & Waivers**

Proof of Liability Insurance Coverage (the "Certificate of Insurance") is to be presented to the Supervising Party prior to occupation of the Facility and must contain the following clauses:

- **Girl Guides of Canada – Guides du Canada listed as "Additional Insured"**
- **Cross Liability Clause**
- **30 Day Notice of Cancellation**
- **Limit of Liability as follows:**

- a) If the Facility is to be used for a family function and no alcohol is to be consumed at the Facility, the Limit of Liability must be a minimum of \$500,000.
- b) If the Facility is to be used for a corporate or organizational function and no alcohol is to be consumed at the Facility, the Limit of Liability must be a minimum of \$2,000,000.
- c) If the consumption of alcohol is allowed at the Facility, the Limit of Liability must be a minimum of \$5,000,000 and the policy must include a Host Liquor Liability Endorsement.
- d) The use of Girl Guide watercraft and related equipment is strictly prohibited unless the Licensor gives their express permission to use the equipment and each individual participant executes and delivers to the Licensor at least 24 hours prior to the Licensee's initial occupation of the Facility, a "Canoe and Equipment Rental Release & Waiver Agreement".

## 9. Grant of Licence

The Licensor, acting through the Supervising Party, hereby grants a Licence to the Licensee to use the Facility for the Term in consideration of the payment by the Licensee to the Supervising Party of the Total Fee and in consideration of the presentation by the Licensee to the Supervising Party of the Certificate of Insurance, and all other documentation required by this Agreement.

## 10. Further Provision of the Licence

The Licensee agrees with the Licensor, acting through the Supervising Party:

- a) To protect, defend, indemnify and save harmless Girl Guides of Canada-Guides du Canada, its councils, groups, agents, servants, employees, officers and directors from all damages, claims, actions, suits or demands arising from or out of this Licence and the use of the Facility or equipment by the Licensee, its members, invitees or persons authorized or sponsored by the Licensee.
- b) To use the Facility and any equipment for which express permission has been provided to the Licensee by the Licensor only on the day or days and at the time or times mentioned on the face hereof and only in a manner which will not interfere with Girl Guide of Canada-Guides du Canada activities. The Licensee will deliver to the Licensor at least 24 hours prior to the Licensee's initial occupation of the Facility a detailed itinerary of their intended activities throughout the duration of the Licence.
- c) That alcohol will not be taken into or consumed at the Facility, except in accordance with the provisions of the Liquor Control and Licensing Act (RSBC) and the regulations thereto and any other Statute, Regulations or By-law thereto pertaining, as amended from time to time. The Licensee accepts full responsibility for determining the specific requirements and for ensuring that all required documentation is completed and delivered to the Supervising Party at least 24 hours prior to the Licensee's initial occupation of the Facility. The Licensee must strictly adhere to the requirements of the Liquor Control and Licensing Act.
- d) To provide at all times supervision for persons participating in any activity carried on or sponsored by the Licensee, including all waterfront activities, which must be supervised by appropriately certified lifeguards.
- e) To see that the Group Leader (or Group Leaders) of the Licensee:

- i. is at the Facility from the commencement of occupation by the Licensee;
  - ii. is the last person to leave the Facility;
  - iii. checks to see that exit doors are closed and locked, all lights are turned off and all thermostats are properly adjusted;
  - iv. check that all washrooms and the Facility general is in clean and proper condition;
  - v. prevent any furniture, chairs or benches from being dragged across floors or damaging walls;
  - vi. ensures all necessary lights, including outside lights, are on while the Facility is in use; and
  - vii. reports any damage as soon as possible to Girl Guides of Canada-Guides du Canada.
- f) To pay for any damage done by the Licensee, its members or persons sponsored by it to the Facility and equipment in such amount as may be determined by Girl Guides of Canada-Guides du Canada whose assessment of the amount shall be final.
- g) That Girl Guides of Canada-Guides du Canada, or any person authorized by Girl Guides of Canada-Guides du Canada, may inspect the Facility at any time and may stop any activity being carried out at the Facility, which in the opinion of Girl Guides of Canada-Guides du Canada, or such authorized person, may cause damage to the premises or its equipment.
- h) That neither Girl Guides of Canada-Guides du Canada, its employees or servants assume any responsibility for equipment or property lost, stolen or damaged, brought into or left in or on Girl Guides of Canada-Guide du Canada premises, including the Facility, whether by permission or otherwise.
- i) That Girl Guides of Canada-Guides du Canada or any person authorized by Girl Guides of Canada-Guides du Canada reserves the right to terminate this Licence Agreement if the Facility Rules and Regulations (which may be added by Schedule to this Licence Agreement) are not adhered to and the Group, Organization or Member of the Group or Organization conducts themselves in a manner which may present unsafe conditions for the Facility, Group, Organization, Members of the Group or Organization or other Occupants or Users of the Facility.
- j) All required permits, release waivers, insurance documentation and payment must be delivered to the Supervising Party at least 24 hours prior to the Licensee's initial occupation of the Facility.

## 11. Assignment

The Licensee shall not in any circumstances assign or attempt to assign this Licence Agreement or the balance of the Term thereof then remaining without the prior consent in writing of the Licensor.

## 12. Schedules

Schedule(s) A, B, & C attached hereto shall form part of this Licence Agreement.

**13. Execution**

The agreement set out above is hereby accepted by the Licensor and the Licensee.

**LICENSOR**

**GIRL GUIDES OF CANADA-GUIDES DU CANADA**

Per: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name  
For the purpose of this Licence Agreement,  
I have authority to bind the Licensor.

**LICENSEE**

**Organization/Licensee name:** Scouts Canada

Per: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name  
I have read and understand the terms and  
conditions of the rental and agree to abide fully,  
be responsible for the provisions of the rental and  
have authority to bind the Licensee.

## SCHEDULE "A"

### FACILITY RULES AND REGULATIONS

Please indicate which of the following best describes the Licensee:

- \_\_\_\_\_ a "family" of related individuals, comprising a maximum of 4 adults with a total maximum of 8 people, including children (*families exceeding this are considered "unorganized groups" and will require Event Insurance*);
- \_\_\_\_\_ a not-for-profit "organization";
- \_\_\_\_\_ an unincorporated or unorganized "group";
- \_\_\_\_\_ a "corporation";

I am a representative of the Licensee and have authority to bind the Licensee. On behalf of the Licensee:

- \_\_\_\_\_ I will be in residence at the Facility during the entire Term.
- \_\_\_\_\_ I understand that the rental is for the use of the Facility only and does not include the use of any other facilities or equipment in the camp.
- \_\_\_\_\_ If applicable, I understand that swimming in the designated roped off area is only available when the waterfront is not in use by the Licensor and that swimming is **at the Licensee's own risk**.
- \_\_\_\_\_ I understand that the Licensor's campers take priority over the Licensee's campers and that I will be expected to accommodate for the needs of the Licensor's campers at all times.
- \_\_\_\_\_ I will ensure that all of the Licensee's attendees at the Facility are aware of the Facility rules and abide by them.
- \_\_\_\_\_ I will contact the appropriate Site Manager/Camp Caretaker for a property/camp orientation.
- \_\_\_\_\_ I am aware of the cellular coverage at this Facility.
- \_\_\_\_\_ I have been provided with detailed directions to the Facility.
- \_\_\_\_\_ I am aware that the Facility must be left in the condition with which it was found.

As the person responsible for the Licensee, and with authority to bind the Licensee and the relevant "family", "organization", "group" or "corporation" noted in this Schedule A, I agree to:

- \_\_\_\_\_ Sign a "Licence Agreement for Use of Girl Guides of Canada-Guides du Canada Facilities".
- \_\_\_\_\_ Sign a "User Agreement" (*Schedule B*) form.
- \_\_\_\_\_ **Obtain a current Certificate of Insurance, as per Section 8 "Provisions for Liability Insurance & Waivers" of the Licence Agreement for the Use of Girl Guides of Canada- Guides du Canada Facilities. A copy of the same must be provided at the time of booking your request, prior to start of event.**

## SCHEDULE "B"

### USER AGREEMENT AND RELEASE

Notwithstanding anything to the contrary, this Agreement shall be subject to the provisions of the Memorandum of Agreement Cross Participation in Activities and Use of Properties ("MOU") between the parties dated November 17th, 2003 and to the extent of any inconsistency between this Agreement and the provisions of the MOU, the latter shall govern.

In consideration of the Licensee entering into the Licence Agreement with the Girl Guides of Canada-Guides Du Canada (herein called the "GGC"), in my personal capacity and on behalf of the Licensee, whom I have the authority to bind, the Licensee and I hereby:

#### RELEASE AND WAIVER

1. Release the GGC, its members, officers, directors, employees, volunteers and independent contractors from all liability, claims, and causes of action of any kind whatsoever in respect of all personal injuries or property losses which I or any member or attendee of the Licensee may suffer arising out of the licence or use of the GGC's property including the Facility, notwithstanding that such injuries or losses may have been caused solely or partly by the negligence of the GGC, its members, officers, directors, volunteers, employees or independent contractors.
2. Agree that that by signing this User Agreement and Release I and the Licensee will be forever prevented from suing or otherwise claiming against the GGC, its members, officers, directors, employees, volunteers or independent contractors.

#### INDEMNIFICATION

3. Indemnify and save harmless the Licensor with respect to any loss, damage or cause of action that flows from the use of the Facility and premises by the Licensee, including any loss, damage or cause of action due to negligence of the Licensor.
4. Agree that I and the Licensee have read and understand all terms associated with this agreement and the Licence Agreement.
5. Acknowledge and agree that the Licensee has executed this agreement and the Licence Agreement with the full knowledge and approval of all adult members of the Licensee who will be using the Facility.
6. Agree that the liability between the undersigned, in their personal capacity, and the Licensee shall be joint and several.

#### AGREEMENTS

7. Acknowledge and agree that:
  - a. camping activities (hiking, backpacking, activity courses and any activities in a wilderness area) and work related activities may be dangerous and expose myself and the members and attendees of the Licensee to risks and hazards;
  - b. the use of any swimming area and water related activities may be dangerous;
  - c. as a result of the use of the Facility, I, or a member or attendee of the Licensee, may suffer serious personal injury, even death;
  - d. I freely and voluntarily assume all responsibility for any risks and hazards for myself and for the all of the members and attendees of the Licensee;



- e. neither the GGC nor any of its members, officers, directors, employees, volunteers or independent contractors assume any responsibility whatsoever for my safety or the safety of any member or attendee of the Licensee during the Term;
- f. the GGC may terminate the Licence Agreement at any time if the GGC, in its sole discretion, determines that the Licensee's requirements or intended use of the Facility are not compatible with the requirements or use of the Facility by the GGC;
- g. I and the Licensee have read and understands all documents pertaining to use of the Facility;
- h. the Licensee and its members and attendees will obey all Facility rules and abide by all reasonable requests of the Supervising Party;
- i. the Licensee and its members and attendees will at all times during the Term of the Licence Agreement conduct themselves in a manner befitting the aims, objectives and spirit of Girl Guides of Canada.

#### FEES

- 8. Agree that the Booking Fee for the Facility is non-refundable and non-transferable as soon as the Licensee's Licence Agreement is accepted by the Licensor.
- 9. Agree that the Total Fee is payable to the Supervising Party in full, four weeks prior to the Term.
- 10. Agree that a fee for each building may be stated on the "Detailed Fee Structure" (Schedule C) to the Licence Agreement.

#### AUTHORITY TO BIND

- 11. I have the authority to bind the Licensee

#### INDEPENDENT LEGAL ADVICE

- 12. I have carefully read this User Agreement and Release, I fully understand it, I have been given the opportunity to seek independent legal advice, and I am freely and voluntarily executing this agreement.

#### DEFINITIONS

- 13. Capitalized terms used herein and not defined have the meaning given to them in the Licence Agreement to which this User Agreement and Release is Schedule B.

Dated at \_\_\_\_\_, this \_\_\_\_\_ and day of \_\_\_\_\_ in the year 20\_\_\_\_  
name of city day month year

#### LICENSEE

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

## **SCHEDULE “C”**

### **DETAILED FEE STRUCTURE FOR THIRD-PARTY RENTAL OF GIRL GUIDES OF CANADA-GUIDES DU CANADA FACILITY**

**(This is to be supplied by the facility)**

## CHECKLIST FOR SUPERVISING PARTY

(Facility Operator)

### **Do Not Attach This Document to the Licence Agreement**

#### **Documentation required at least 24 hours prior to the Licensee's initial occupation of the Facility.**

##### **Licence Agreement:**

- Obtain signed Licence Agreement from Licensee.
- Obtain a detailed itinerary of intended activities throughout the duration of the Licence (allows Supervising Party to see what activities are involved and what equipment use might be planned).

##### **Insurance:**

- Attach evidence of Personal Liability coverage for family rentals  
OR
- Attach a Certificate of Insurance, including all four clauses referenced in *Section 8*.
- Attach copy of Host Liquor Liability Endorsement, if applicable.

##### **Alcohol Permits:**

- Attach copy of Special Occasion Licence, as per *Section 5*, if applicable.

##### **Canoe & Equipment Waivers:**

- Attach executed "Canoe and Equipment Rental Release & Waiver Agreement" for each and every participant, if applicable.