



LICENCE OF OCCUPATION

Agreement for the temporary use of municipal lands

BETWEEN:

VILLAGE OF KASLO, a municipal corporation having its office at
413 Fourth Street, PO Box 576
Kaslo, BC
V0G 1M0

(the "Village")

OF THE FIRST PART

AND:

Kaslo RC Club (Model Aeronautics Association of Canada club 826)
RR#2 Site 1, Comp.18
Kaslo, BC
V0G 1M0

(the "Licensee")

OF THE SECOND PART

WHEREAS:

- A. The Licensee wishes to operate remote controlled model aircraft on land owned by the Village of Kaslo; and
- B. The Village is prepared to grant the Licensee a Licence of Occupation for a term of one (1) year for the purposes of occasionally operating remote controlled model aircraft from municipal land at the Kaslo Aerodrome.

NOW THEREFORE in consideration of the fee payment schedule outlined and other good and valuable consideration, from the Licensee to the Village, the receipt and sufficiency of which are hereby acknowledged, the Village and the Licensee covenant and agree as follows:

- 1. **Grant** – The Village grants to the Licensee to enter onto the property shown on Schedule "A", attached hereto (the "Licence Area") for the purposes of operating remote controlled aircraft.
- 2. **Term** – The duration of this Agreement and Licence herein granted shall be for a term of one (1) year commencing October 1, 2024, unless earlier terminated in accordance with Section 22. Subject to mutual consent of the parties, the agreement can be renewed for a further one (1) year term.
- 3. **Fees**
 - 3.1 The Licensee shall pay the Village the following fees:

Year	Fee
2024	\$175.00

 - 3.2 Unpaid fees will result in termination of the agreement.
- 4. **Hours of Operation** – The hours shall conform to Village Bylaws and other pertinent regulations.
- 5. **Keep Licenced Area Free and Clear/Care in Use** – The Licensee shall exercise the greatest care in the use and occupation of the Licence Area and adjacent areas and shall personally undertake to be responsible for the due

- observance of the rules and regulations governing the use of the Licence Area.
- 6. **State of Licence Area at Termination** – In the event that this Agreement terminates or expires for any reason, the Licensee will cease all occupation of the Licence Area and will remove all equipment, chattels, fixtures and other improvements from the Licence Area. The Licensee will leave the Licence Area in a safe, clean and tidy condition and clear of contamination occurring since the date of commencement of this Agreement. In the event that the Licensee fails to remove any equipment or chattels upon termination of this Agreement then the Village may do so and recover the expense thereof from the Licensee. All improvements and fixtures remaining on the Licence Area become the sole property of the Village upon termination of this Agreement, without any compensation whatsoever to the Licensee.
- 7. **Licence Area – Improvements and Maintenance**
 - 7.1 No improvements (temporary or permanent) that require a Regional District of Central Kootenay Building Permit will be constructed within the Licence Area.
- 8. **Restrictions on Operations**
 - 8.1 Access to the Licence Area is not guaranteed during winter months.



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- 8.2 The Village makes no representations that the lands and road dedications within the Licence Area are developed or serviced to any required standard for access or other uses.
- 8.3 Additional conditions of use are listed in **Schedule B**, attached hereto.
- 8.4 The Village retains the right to revoke any permission granted under this Licence at any time where it is found that the use is creating difficulties deemed unacceptable to the Village, including:
- (a) Failure to respect restrictions on the Licence;
 - (b) Concerns with respect to public safety or regulatory infractions reported to the Village by regional, provincial or federal authorities.
9. **Licensee Contact** – The Licensee shall exercise the greatest care in the use and occupation of the Licence Area and adjacent facilities. The following Operation Contact shall personally undertake to be responsible for the due observance of the rules and regulations governing the Licence Area and shall be the main liaison with the Village for purposes of the Operation.
- Roy Ross
Phone: 250-353-2624
Email: afull8moon@gmail.com
10. **Village Contact** - In the event that the Licensee needs to contact the Village during the hours of Operation, the Licensee shall contact the Village of Kaslo phone number at (250) 353-2311.
11. **Report of Damages, etc.** – The Licensee shall report any or all damages to Chief Administrative Officer at 250-353-2311.
12. **Non-exclusive Use** – The Licensee agrees that:
- 12.1 The rights granted under this Agreement do not constitute any interest in the Licence Area or entitle the Licensee to exclusive possession of the Licence Area;
 - 12.2 The Licensee's rights under this Agreement are at all times subject to the rights and interest of the Village as owner and possessor of the Licence Area.
13. **No Waste or Nuisance** – The Licensee will not do or permit anything that may become a nuisance to occupiers or invitees on adjoining lands.
14. **Terms and Conditions** – The Licensee will comply with all the terms, conditions, rules or regulations that the Village may from time to time impose in respect of the use and administration of the Licence Area. The Licensee acknowledges that the fact that the Licence is granted by the Village does not excuse the Licensee from obtaining building permits, development permits, business licences and other required permissions.
15. **Compliance with Laws** – The Licensee will comply with all laws and regulations pertaining to its use and occupation of the Licence Area.
16. **Inspection by the Village** – The Village may review and inspect the Licence Area and the Operation which the Licensee is undertaking pursuant to this Agreement to determine if the Licensee is in compliance with the terms of this Agreement.
17. **No Transfer** – The rights granted to the Licensee under this Agreement may not be sub-licensed, assigned or otherwise transferred.
18. **Risk** – The Licensee accepts the Licence Area on an as-is basis and agrees that it will use the Licence Area at its own risk, and the Village will not be liable in respect of any loss of life, personal injury, damage to property, loss of property or other loss or damage suffered by the Licensee, its contractors, subcontractors, agents, invitees, employees or any other person arising out of this Agreement or the use and occupation of the Licence Area except in the case of negligence or wilful act or omission by the Village, its employees, agents or invitees.
19. **Indemnity** – The Licensee will indemnify and save harmless the Village and its elected and appointed officials, officers, employees, agents and others from and against any claim, action, damage, liability, cost and expense in connection with loss of life, personal injury, loss of property, damage to property or other loss or damage arising from this Licence or any occurrence on or around the Licence Area during the term of this Licence, or by use or occupancy of the Licence Area by the Licensee or any default of the Licensee under this Agreement or any wrongful act, omission or negligence of the Licensee or its officers, employees, contractors or agents for whom the Licensee is responsible save and except as may be caused by the negligence of other users of the Licensed Area or of the Village and its elected officials, employees and agents. This indemnity will survive the expiry or sooner termination of this Agreement.
20. **Release** – The Licensee hereby releases and forever discharges the Village, its elected officials, officers, employees, agents and invitees, of and from any claim, causes of action, suit, demand, expense, cost, legal fees and compensation of whatever kind, whether known or unknown, at law or in equity, including without limitation any claim under the *Property Law Act* (collectively



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- "Claims"), which the Licensee may have, sustain or suffer, as the case may be, now or in the future arising from the Works, other improvements in the Licence Area, the expiry or termination of this Licence, the exercise by the Village of any of its rights under this Licence or from or in any way connected with the Licensee's use of the Licence Area, except claims arising from the exclusive negligence of the Village.
21. **Insurance** – During the term of this Agreement, the Licensee will carry public liability insurance, in a form and with an insurer acceptable to the Village, insuring the Licensee and the Village under this Agreement in an amount not less than \$5,000,000.00 per occurrence, and any other type of insurance that the Village may reasonably require. The Licensee will provide the Village with proof of insurance at the time of execution of this Agreement and must ensure that the Village receives a copy of each insurance renewal certificate.
22. **Cancellation and Early Termination** – The Village may terminate this Licence, without cause and without notice, if the Licensee breaches any of the terms or conditions of this Licence and may enter into possession of the Licence Area and retain all monies received by the Village under this Licence and may recover all fees, costs, losses and damages due under this Agreement by suit or otherwise.
23. **Notices** – Any notice given pursuant to this Agreement will be sufficiently given if it is in writing and delivered by hand or mailed by prepaid registered mail or sent by facsimile transmission to the intended party at its address set out on page 1 of this Agreement or to such other address as either party may provide in writing to the other pursuant to the provisions of this paragraph.
- All notices to the Village must be marked to the attention of the Corporate Officer.
- A notice will be deemed to be received on the day it is delivered, if delivered by hand, on the day of transmission, if sent by facsimile, or 3 days after the date it was mailed or if that day is not a business day, the next day that is a business day. If mailed, should there be at the time of mailing or between the time of mailing and the deemed receipt of the notice, a mail strike or slowdown, labour or other dispute which might affect the delivery of such notice by the mails, then such notice will only be effective if delivered by hand or sent by facsimile transmission.
24. **No Effect on Laws or Powers** – Nothing contained or implied herein prejudices or affects the Village's rights and powers in the exercise of its functions pursuant to the *Community Charter* and *Local Government Act* or its rights and powers under any enactment to the extent the same are applicable to the Licence Area, all of which may be fully and effectively exercised in relation to the Licence Area as if this Agreement had not been fully executed and delivered.
25. **Severance** – If any portion of this Agreement is held invalid by a Court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid must not affect the validity of the remainder of the Agreement.
26. **Further Actions** – Each of the parties hereto shall from time to time hereafter and upon any reasonable request of the other, execute and deliver, make or cause to be made all such further acts, deeds, assurances and things as may be required or necessary to more effectually implement and carry out the true intent and meaning of this Agreement.
27. **Waiver or Non-action** – Waiver by the Village of any breach of any term, covenant or condition of this Agreement by the Licensee must not be deemed to be a waiver of any subsequent default by the Licensee. Failure by the Village to take any action in respect of any breach of any term, covenant or condition of this Agreement by the Licensee must not be deemed to be a waiver of such term, covenant or condition.
28. **Reference** – Every reference to a party is deemed to include the heirs, executors, administrators, successors, servants, employees, agents, contractors and officers of such party wherever the context so requires or allows.
29. **Freedom of Information** – The Licensee acknowledges that the Village is a public body with duties and obligations under the *Freedom of Information and Protection of Privacy Act* and that the Village may be required by law to disclose information relating to the Licensee and this agreement.
30. **General**
- 31.1 This Agreement will bind and benefit each party to this Agreement, and its respective corporate successors;
- 31.2 The Schedules attached to this Agreement form part of this Agreement;
- 31.3 This Agreement constitutes the entire agreement between the parties and may not be amended except by agreement in writing signed by all parties to this Agreement;
- 31.4 Time is of the essence of this Agreement;
- 31.5 This Agreement must be construed according to the laws of the Province of British Columbia.



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Whenever the singular or masculine is used in this licence, the same shall be deemed to include the plural or the feminine, or the body politic or corporate, also the heirs, executors, administrators, successors or assigns of the parties hereto (where the context or the parties so require).

IN WITNESS WHEREOF the parties have executed this agreement on the 10th day of October, 2024.

Village of Kaslo
by its authorized signatory
Catherine Allaway
Name: CATHERINE ALLAWAY
Title: CORPORATE OFFICER

WITNESS
Andrea Reimer
Name: Andrea Reimer
Date: Oct. 10, 2024

Kaslo RC Club
by its authorized signatory
Name: Ross
Title: KASLO RC CLUB - PRES.

WITNESS
Andrea witnessed both
Name: Roy A Ross
Date: Oct 10, 2024



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Schedule A

SUBJECT LANDS

That area measuring approximately 55 square meters near the western end of the Kaslo Aerodrome runway outlined in blue on the map below:





Schedule B

CONDITIONS OF USE

- The Kaslo RC Club will be able to use the Western half of the Kaslo Aerodrome Runway during daylight hours.
- Any protective barriers, warning sign, or any items used during flying sessions must be portable and removed at the end of the flying session.
- A portable 2-way aircraft radio and a licensed radio operator must be present during all flying sessions.
- Kaslo RC Club must adhere to all MAAC and DOT rules and be in control of flight line, pit area, parking area and spectator area.
- All RPAS shall give way to all full size aircraft and be on the ground when a full size aircraft is landing, taking off or on the runway. In unforeseen situations where there is no time for the RPAS to get back on the ground safely before a full size aircraft must land then RPAS are to fly far to the south of the runway out of the flight and landing path of the full size aircraft.
- MAAC shall provide insurance as they have in the past.
- Any damage to Kaslo Aerodrome property or infrastructure shall be reported to the Village of Kaslo office immediately.

