

## LICENCE OF USE AND OPERATING AGREEMENT

THIS AGREEMENT made the 14 day of February 2025.

BETWEEN:

**CITY OF PRINCE GEORGE**, a municipal corporation,  
1100 Patricia Boulevard,  
Prince George, BC V2L 3V9

(the "City")

OF THE FIRST PART

AND:

**FRASER-FORT GEORGE MUSEUM SOCIETY**  
333 Becott Place  
Prince George, BC V2L 4V7

(the "Society")

OF THE SECOND PART

### WHEREAS:

- A. The City is the owner of lands described in Schedule "B" to this Agreement (the "**Licensed Area**") and the owner of a steam engine train known as the Little Prince (the "**Little Prince**");
- B. The City wishes for the Society to provide operation and maintenance services of the Little Prince, the Train Tracks, and the Train Station on the terms and conditions in this Agreement.
- C. The Society wishes to be granted this licence to use the Licensed Area and to provide train maintenance and operation services and the City has agreed.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the licence fee to be paid by the Society to the City and in consideration of the premises and covenants and agreements contained in this agreement (the "**Agreement**"), the City and the Society covenant and agree with each other as follows:

## **1.0 DEFINITIONS**

In this Agreement

- 1.1 **“Contaminants”** means any pollutants, contaminants, deleterious substances, underground or above-ground tanks, asbestos materials, hazardous, corrosive, or toxic substances, special waste or waste of any kind, or any other substance which is now or hereafter prohibited, controlled, or regulated under Environmental Laws;
- 1.2 **“Environmental Laws”** means any statutes, laws, regulations, orders, bylaws, standards, guidelines, protocols, criteria, permits, codes of practice, and other lawful requirements of any government authority having jurisdiction over the Licenced Area now or hereafter in force relating in any way to the environment, environmental assessment, health, occupational health and safety, protection of any form of plant or animal life or transportation of dangerous goods, including the principles of common law and equity.
- 1.3 **“Operation Season”** means from May 20 to October 15 of a calendar year;
- 1.4 **“Operating Fee”** means \$50,000.00 CAD
- 1.5 **“Services”** means the services listed in Schedule A.
- 1.6 **“Train Shed”** means the building outlined in Schedule B.
- 1.7 **“Train Station”** means the building outlined in Schedule B and includes the platform adjacent to the train station.
- 1.8 **“Train Tracks”** means the entire track line outlined in Schedule B.

## **2.0 RIGHT TO OCCUPY**

- 2.1 The City, subject to the performance and observance by the Society of the terms, conditions, covenants and agreements contained in this Agreement and to earlier termination as provided in this Agreement, grants to the Society a non-exclusive right by way of licence for the Society, its agents, employees, and invitees to use the Licenced Area for the purpose of running the Little Prince train for public amusement and for no other purpose.
- 2.2 This Agreement does not grant any interest in the Licenced Area to the Society.

## **3.0 RESERVATION OF RIGHTS**

- 3.1 The City hereby reserves to itself from the grant and the covenants made by it to the Society under section 2.0 above the right for the City, its agents, employees, contractors and subcontractors to have full and complete access

to the Licenced Area to carry out any operations associated with the City's use of the Licenced Area.

#### **4.0 PROVISION OF SERVICES**

4.1 The Society shall provide the Services for the term of this agreement.

#### **5.0 SOCIETY'S FEE**

5.1 In consideration of the Society's provision of the Services as required under this Agreement the City will pay to the Society the Operating Fee in two installments, payable on the first day of ~~April~~ and the first of July in each year of the Term.

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#### **6.0 TERM**

6.1 The Term of this Agreement is from the 20th day of May, 2025 to the 15th day of October, 2025 unless earlier terminated under this Agreement.

#### **7.0 TAXES AND DUTIES**

7.1 The Society must pay all taxes, rates, duties and assessments whatsoever, whether federal, provincial, municipal or otherwise charged upon the Society or the City as a result of the Society's occupation of or use of the Licenced Area. Without in any way restricting the generality of the foregoing, the Society must pay to the City. G.S.T. on the licence fee or like similar tax.

#### **8.0 CONSTRUCTION**

8.1 The Society must not construct or place any buildings or structures or make any improvements on the Licenced Area, unless:

- (a) prior to construction, it has obtained the City's approval in writing to the site plans, working drawings, plans, specifications, and elevations; and
- (b) prior to construction, it has obtained a building permit from the local government authority having jurisdiction authorizing the construction of the buildings and structures set out in the permits and the plans and specifications attached to it; and
- (c) during construction, it obtains all required inspections, and carries out the work in accordance with all enactments; and
- (d) on completion of construction, it delivers final as-built drawings to the City.

8.2 The Society must not occupy any new buildings without first obtaining an occupancy certificate.

8.3 If the Society carries out construction of any buildings, structures or improvements on the Licenced Area it must do so only at its cost and must afterwards at its cost maintain any buildings, structures or improvements constructed or placed on the Licenced Area during the Term.

## **9.0 DEFICIENCIES IN THE SERVICES AND TERMINATION**

9.1 If the Services are in any way found to be deficient, the City may give notice to the Society and the Society shall, at its expense, within seven (7) days make all corrections necessary to ensure that the Services conform to the requirements of this Agreement.

9.2 If the Society is in default of providing the Services, or is in breach of this Agreement in any way, and if the default continues after the giving of notice in writing by the City to the Society at the address noted in this Agreement, then the City may terminate this Agreement and reenter the Licenced Area and the rights of the Society with respect to the Licenced Area lapse and are absolutely forfeited, and the City shall be entitled to a pro-rata reimbursement of Operating Fees paid for the remainder of the Term of this Agreement, calculated daily.

## **10.0 INSURANCE**

10.1 (a) The Society must take out and maintain during the term of the Licence a policy of comprehensive general liability insurance against claims for bodily injury, death or property damage arising out of the use of the premises by the Society in the amount of not less than five million dollars per single occurrence or such greater amount as the City may from time to time designate, naming the City as an additional insured party thereto and must provide the City with a certified copy of such policy or policies.

(b) All policies of insurance must contain a clause requiring the insurer not to cancel or change the insurance without first giving the City thirty days prior written notice.

(c) If the Society does not provide or maintain in force the insurance required by this Agreement, the City may take out the necessary insurance and pay the premium for periods of one year at a time and the Society must pay to the City the amount of the premium immediately on demand.

(d) If both the City and the Society have claims to be indemnified under any insurance required by this Agreement, the indemnity must be applied first to the settlement of the claim of the City and the balance, if any, to the settlement of the claim of the Society.

(e) The deductible on the policy of insurance must be not more than five

thousand dollars.

**11.0 INDEMNITY AND RELEASE**

11.1 Except for the negligent or wilful acts or omissions of the City, its officers, staff or agents, the Society covenants to release, save harmless and indemnify the City against any and all liability, claims, costs, losses, damages, actions, causes of action and proceedings whatsoever, including legal costs on a solicitor and own client basis, arising from any act or omission or alleged act or omission in the use of the Licenced Area or in the performance of the Services on the part of the Society, or the Society's agents, employees and sub-contractors.

11.2 The Society shall release, indemnify and save harmless the City from and against all liability, claims, costs, losses, damages, actions, causes of action and proceedings whatsoever, including legal costs on a solicitor and own client basis, arising from or relating to any liens filed or registered or made or claimed against the City, and property of the City, or against any holdback funds held by the City in connection with the performance of the Services.

**12.0 BUILDERS LIENS**

12.1 The Society must indemnify the City from and against any builder's liens and must upon the request of the City immediately cause any registered lien to be discharged from title to the Licenced Area.

**13.0 NOTICES**

13.1 Notices

(a) Each notice sent pursuant to this Agreement ("**Notice**") shall be in writing and shall be sent to the relevant Party at the relevant address or e-mail address set out below. Each such Notice may be sent by registered mail, by commercial courier, or by electronic mail.

(b) The Contact Information for the parties is:

To the City:	To the Society
CITY OF PRINCE GEORGE 1100 Patricia Boulevard, Prince George, BC V2L 3V9 ATTN: Deanna Wasnik, Director Planning & Development EMAIL: deanna.wasnik@princegeorge.ca	FRASER-FORT GEORGE MUSEUM SOCIETY Physical: 333 Becott Place Prince George, BC V2L 4V7 Mailing: PO Box 1779 Prince George, BC V2L 4V7 ATTN: Alyssa Leier, Executive Director EMAIL: alyssa.leier@theexplorationplace.com

- (c) Each Notice sent by electronic mail ("E-Mail Notice") must show the e-mail address of the sender, the name or e-mail address of the recipient, and the date and time of transmission, must be fully accessible by the recipient, and unless receipt is acknowledged, must be followed within twenty-four (24) hours by a true copy of such Notice, including all addressing and transmission details, delivered (including by commercial courier) or sent by facsimile transmission.
- (d) Subject to section 13.1(e) and (f) each Notice shall be deemed to have been given or made at the following times:
  - (i) if delivered to the address (including by commercial courier), on the day the Notice is delivered;
  - (ii) if sent by registered mail, seven (7) days following the date of such mailing by sender; or
  - (iii) if sent by electronic mail, on the date the E-Mail Notice is sent electronically by e-mail by the sender.
- (e) If a Notice is delivered or sent by electronic mail after 4:00 p.m., or if the date of deemed receipt of a Notice falls upon a day that is not a Business Day, then the next business day.
- (f) If normal mail service or electronic mail is interrupted by strike, slow down, force majeure or other cause beyond the control of the parties, then a Notice sent by the impaired means of communication will not be deemed to be received until actually received, and the party sending the Notice shall utilize any other such services which have not been so interrupted or shall personally deliver such Notice in order to ensure prompt receipt thereof.
- (g) Each Party shall provide Notice to the other Party of any change of address, or e-mail address of such Party within a reasonable time of such change.

#### **14.0 FORFEITURE**

- 14.1 If the City, by waiving or neglecting to enforce the right to forfeiture of this Agreement or the right of reentry upon breach of this Agreement, does not waive the City's rights upon any subsequent breach of the same or any other provision of this Agreement.

#### **15.0 FIXTURES**

- 15.1 Unless the Society, upon notice from the City removes them, all buildings, structures or improvements constructed on the Licenced Area by the Society

will at the termination of the Agreement, become the sole property of the City at no cost to the City.

## **16.0 ENVIRONMENTAL MATTERS**

16.1 The Society covenants and agrees as follows:

- (a) not to use or permit to be used all or any part of the Licence Area for the sale, storage, manufacture, handling, disposal, use, or any other dealing with any Contaminants, without the prior written consent of the City, which consent may not be unreasonably withheld;
- (b) to strictly comply, and cause any person for whom it is in law responsible to comply, with all Environmental Laws regarding the use and occupancy of the Licence Area;
- (c) to promptly provide to the City a copy of any environmental site assessment, audit, report, or test results relating to the Licence Area conducted by or for the Society at any time;
- (d) to maintain all environmental site assessments, audits, reports, and test results relating to the Licence Area in strict confidence and not to disclose their terms or existence to any third party (including without limitation any governmental authority) except as required by law, to the Society's professional advisers and lenders on a need-to-know basis, or with the prior written consent of the City, which consent may not be unreasonably withheld;
- (e) to promptly notify the City in writing of any release of a Contaminant or any other occurrence or condition at the Licence Area or any adjacent property which could contaminate the Licence Area or subject the City or the Society to any fines, penalties, orders, investigations, or proceedings under Environmental Laws;
- (f) on the expiry or earlier termination of this Licence, or at any time if requested by the City or required by any governmental authority under Environmental Laws, to remove from the Licence Area all Contaminants, and to remediate by removal any contamination of the Licence Area or any adjacent property resulting from Contaminants, in either case brought onto, used at, or released from the Licence Area by the Society or any person for whom it is in law responsible. The Society shall perform these obligations promptly at its own cost and in accordance with Environmental Laws. All such Contaminants shall remain the property of the Society, notwithstanding any rule of law or other provision of this Licence to the contrary and notwithstanding the degree of their affixation to the Licence Area; and

- (g) to indemnify the City and its elected officials, appointed officers, employees, agents, successors, and assigns from any and all liabilities, actions, damages, claims, remediation cost recovery claims, losses, costs, orders, fines, penalties, and expenses whatsoever (including all legal and consultants' fees and expenses, the cost of remediation of the Licence Area and any adjacent property) arising from or in connection with:
  - (i) any breach of or non-compliance with the provisions of this section by the Society; or
  - (ii) any release or alleged release of any Contaminants at or from the Licence Area related to or as a result of the use and occupation of the Licence Area or any act or omission of the Society or any person for whom it is in law responsible.

16.2 The obligations of the Society under section 16.1 above shall survive the expiry or earlier termination of this Licence.

16.3 The Society will not be responsible for any remediation costs or archeological costs of the Licence Area or any adjacent lands of any kind from any contamination or environmental damage to those areas that occurred prior to the Society's use of the Licence Area, whether under this Agreement or any other prior agreement with the City.

## **17.0 REMEDIAL ACTION**

17.1 (a) If the Society fails to do anything required of the Society under this Agreement, (the "**Society Requirement**") the City may fulfill or complete the Society Requirement at the cost of the Society and may, if necessary, by its agents, officers, employees or contractors enter onto the Licenced Area to fulfill and complete all or part of the Society Requirement as the City determines in its sole discretion.

- (b) The Society releases the City, its elected officials, appointed officers, employees and agents from and waives any claim, right, remedy, action, cause of action, loss, damage, expense, fee or liability which the Society may have against any or all of them in respect of an act of the City under this section except insofar as such claim, right, remedy, action, cause of action, loss, damage, expense, fee or liability arises from the negligence of the City, its elected officials and appointed officers, employees, agents or contractors.

## **18.0 TREE CUTTINGS, EXCAVATIONS AND HAZARDOUS SUBSTANCES**

18.1 (a) The Society must not carry on or do or allow to be carried on or done on the Licenced Area any cutting, clearing or removal of trees, bushes or other vegetation or growth or any excavation or disturbance of the

surface of the Licenced Area and must not bring on or deposit any soil or fill on the Licenced Area except with the written consent of the City.

- (b) The Society must not bring on, deposit, store, spray or apply nor cause or permit to be brought on, deposited, stored, sprayed or applied on or to the Licenced Area or any trees, bush or vegetation on the Licenced Area any chemical fertilizer, herbicide, pesticide or other chemical or petroleum product or any substance which is capable of contaminating the Licenced Area or any water on the Licenced Area.

## **19.0 CLEAN UP**

- 19.1 At the end of the Term, the Society must clean up the Licenced Area and restore the surface of the Licenced Area as reasonably as may be possible to the condition of the Licenced Area prior to the commencement of the Term of this Agreement.

## **20.0 REGULATIONS**

- 20.1 The Society must:

- (a) comply promptly at its own expense with the legal requirements of all authorities, including an association of fire insurance underwriters or agents, and all notices issued under them that are served upon the City or the Society; and
- (b) indemnify the City from all lawsuits, damages, loss, costs or expenses that the City may incur by reason of non-compliance by the Society with legal requirements or by reason of any defect in the Licenced Area or any injury to any person or damage to any personal property brought on to the Licenced Area. The Society is responsible for any damage to the Licenced Area occurring while the Society is exercising its rights under this Agreement.

## **21.0 NO COMPENSATION**

- 21.1 The Society is not entitled to compensation for any loss, including economic loss, or injurious affection or disturbance resulting in any way from the termination of the License or the loss of the Society's interest in any building, structure or improvement built or placed on the Licenced Area.

## **22.0 MISCELLANEOUS**

- 22.1 (a) The Society warrants and represents that it has authority to enter into this Licence, taken all corporate steps necessary to authorize this Licence and to authorize the execution of this Agreement by the person on behalf of a group or organization and warrants and represents to

the City that the Society has sufficient power, authority, and capacity to bind the group or organization with his or her signature.

- (b) The execution and delivery of this Agreement, and the completion of the transactions contemplated by this Agreement, if any, have been duly and validly authorized by all necessary corporate action of the Society, and this Agreement constitutes a legal, valid and binding obligation of the Society, enforceable against the Society in accordance with its terms.
- (c) In consideration of being granted the use of the Licenced Area, the Society agrees to be bound by the terms and conditions of this Agreement and, if the Society represents a group or organization, the Society agrees to inform all responsible persons associated with the group or organization of the terms and conditions of this Agreement.
- (d) Waiver of any default by a party is not a waiver of any subsequent default.
- (e) The Licence is personal to the Society and the Society may not assign its interest to any other person without the written consent of the City, which consent may be withheld by the City in its sole discretion.
- (f) This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

## **23.0 INTERPRETATION**

- 23.1 (a) That when the singular or neuter are used in this Agreement they include the plural or the feminine or the masculine or the body politic or corporate where the context or the parties require.
- (b) The headings to the clauses in this Agreement have been inserted 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.
- (c) That this Agreement must enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors, administrators and permitted assignees.
- (d) This Agreement must be construed in accordance with and governed by the laws applicable in the Province of British Columbia.
- (e) All provisions of this Agreement are to be construed as covenants and agreements as though the word importing covenants and agreements were used in each separate paragraph.

(f) A provision in this Agreement granting the City a right of approval must be interpreted as granting a free and unrestricted right to be exercised by the City in its discretion.

(g) This is the entire agreement between the parties.


**24.0 COUNTERPARTS**


24.1 This Agreement may be executed in counterpart with the same effect as if both parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement.

**25.0 ENTIRE AGREEMENT**

25.1 This Agreement constitutes the entire agreement between the parties with respect to the matters herein and may not be modified except by subsequent agreement in writing.

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

CITY OF PRINCE GEORGE )  
 by its authorized signatory )  
 )  
 \_\_\_\_\_ )  
 Signature DEANNA WASNIK )  
 1100 Patricia Blvd. Prince George BC V2L 3V9 )  
 \_\_\_\_\_ )  
 Director of Planning & Development )  
 Name )

FRASER FORT GEORGE MUSEUM SOCIETY )  
 by its authorized signatory )  
 )  
 Name: Alyssa Leier - Executive Director )  
 \_\_\_\_\_ )  
 Name: )



## SCHEDULE "A" - SERVICES

A1 The Society shall, subject to weather conditions, operate the Little Prince and provide to the public rides on the Little Prince for at least 80 hours during the Operating Season of this Agreement as per schedule:

- Run the train from May 20th to Labour Day Weekend with an additional Thanksgiving weekend ride
- Run the train Thursdays from 12 pm to 8 pm
- Run the train Saturdays from 12 pm to 4 pm
- Run the train Statutory holidays only if sponsored by a community group
- Start up for the train is 8 am and shut down 9 pm
- Little Prince requires; 4 hour start up with a 1 hour shutdown

A2 The Society shall operate and maintain the Little Prince with the degree of care, skill and diligence normally utilized by an operator having similar qualifications and performing similar operations.

A3 The Society shall at all times maintain all Federal permits and Registrations required for the lawful operation of the Little Prince.

A4 The Society may charge for tickets to ride the Little Prince. The maximum prices, for this term, the Society may charge for tickets for one ride are as follows:

Children under 2:	\$1.00
Children 2-18:	\$4.50
Adults:	\$5.50
Family:	\$15.00

A5 The Society shall be registered as an employer with WorkSafe BC, and maintain workers' compensation coverage with WorkSafe BC for the Society and its employees and provide satisfactory proof of the Society's WorkSafe BC coverage to the City upon request.

A6 The Society shall not subcontract any of its obligations under this Agreement without the City's prior written consent, and further the Society shall not enter into any third party contract with another private entity for the provision of goods or services to the public anywhere on the Licensed Area without the City's prior written consent.

A7 The Society shall comply at all times throughout the provision of the Services with all applicable City of Prince George Bylaws, and all applicable permits, statutes and regulations, including without limitation, the *Workers Compensation Act*, and all Environmental Laws.

- A8 The Society shall take orders, instructions, directions and requests from the City, its officers, staff, or agents with respect to the performance of the Services, and any explanations, orders, instructions, directions and requests given by the City to the Society's employees, contractors, or agents shall be deemed to have been given to the Society.
- A9 The Society must repair and maintain the Licenced Area to a good standard of repair and cleanliness.
- A10 The Society shall be responsible for any repair to the Licenced Area up to a maximum individual repair of \$300. The Society shall not be responsible for any repair to the Licenced Area over \$300, unless the damage or repair is caused by the negligence or deliberate conduct of the Society, in which case they will be responsible for the repair.
- A11 In the event that the Little Prince or any of the Licenced Area requires any repair over \$300, the City may, in it's sole discretion, choose whether or not to undertake the repair. If the Little Prince cannot operate without the repair being made and the City declines to make the repair, the Society may undertake the repair at it's own cost without reimbursement, otherwise the Society shall be relieved of any ongoing obligations to provide the Services under the Contract and the Society shall be entitled to retain the full amount paid to date of the Operating Fee, and shall be entitled to any remaining payment of the Operating Fee for the Operating Season. In any event, the City shall not be liable to pay to the Society any other costs, expenses, losses or revenue or damages of any kind arising out of the City's refusal to fix the Little Prince.

## SCHEDULE "B"

"Licenced Area" means:

The Fort George Railway including: Davenport Locomotive #DR1016, three (3) coaches, rail track, train station and train shed located on those portions of

PID 008-362-700 Lot 1 District Lots 343 and 417 Cariboo District Plan 32450 except Plan PGP46330 (track, train station, and train shed); and  
PID 008-355-126 Parcel Z of District Lot 417 Cariboo District Plan 1409 except Plans 12977 and 32450 (track and train station); and  
PID 011-351-331 Parcel X (Plan 17962) District Lot 343 Cariboo District Plan 1268 except Plan 17963 (track)

