

THE CORPORATION OF THE CITY OF ENDERBY

RIVERSIDE RV PARK – MANAGEMENT AND OPERATION CONTRACT

This contract dated for reference this _____ day of _____, 2025

BETWEEN:

CITY OF ENDERBY, a municipality having its address at 619 Cliff Avenue, Box 400, Enderby, B. C. V0E 1V0

("the City")

AND:

XXX

("the Contractor")

WHEREAS the City and the Contractor desire to enter into an agreement for the management and operation of Riverside RV Park located at 112 Kildonan Avenue, Enderby, B. C.

NOW THEREFORE in consideration of the mutual agreements herein contained:

Term

1. The Contract shall commence on April 1, 2025 and shall terminate on December 31, 2030.
2. Upon mutual agreement, following the initial term, the Contract may be extended for an additional year with an increase to compensation equal to British Columbia's annual average all-time Consumer Price Index (CPI).

Obligations

3. The Contractor agrees to provide management and operational services for Riverside RV Park ("the Campground") in accordance with the Contract including its Schedules.

Compensation and Use of the Dwelling

4. The Contractor will be compensated by the City in accordance with Schedule "B".
5. The Contractor may retain all container recycling fees associated with cans, bottles, and similar products.
6. The living accommodation portion of the office located on the Campground ("the Dwelling") shall be provided to the Contractor for use during the duration of the contract to meet its obligations. The Contractor agrees to occupy the Dwelling in accordance with Schedule "C". The Contractor acknowledges and agrees that the Dwelling is a living accommodation that is occupied for purposes related to the management and operation of the Campground. The value of the Dwelling will be determined by the City based on market rental rates less the business purposes to which the Dwelling, and the occupancy thereof, is put (Fair Market Value).

Indemnification and Insurance

7. The Contractor agrees to defend, indemnify and hold harmless the City and its elected officials, officers, employees, and agents for any and all claims, demands, actions, damages, losses and expenses, including attorney fees and costs of litigation, relating to the Contractor's performance under the Contract, including those brought by employees or subcontractors of the Contractor.
8. The Contractor shall obtain and keep in force a policy of commercial general liability insurance in a minimum amount of Two Million Dollars (\$2,000,000) per occurrence against claims for death, bodily injury, property damage and property loss.
9. The Contractor shall ensure that each insurance policy:
 - a. Includes the City of Enderby as an additional insured;
 - b. Includes cross-liability and waiver of subrogation clauses naming the City of Enderby;
 - c. Is the primary insurance with respect to the Contract, with any insurance maintained by the City being in excess of and non-contributing to the Contractor's insurance; and
 - d. Specifies that the insurer must provide the City of Enderby with thirty (30) days notice of any change or cancellation of an insurance policy.
10. The Contractor is solely responsible for any personal content insurance related to its occupation of the Dwelling.

Termination, Breach, and Default

11. Either party may terminate the Contract for any reason by giving to the other party a minimum of ninety (90) days notice at any time prior to the termination of the Contract or by giving payment in lieu of notice equivalent to the monthly Management Fee value specified in Schedule "B" for the notice period.
12. Payment of the monthly Management Fee for services provided to the termination date, plus any required payment in lieu of notice, will fully and finally satisfy the financial obligations of the City to the Contractor. While use of the Dwelling is a contractual term, the City has no obligation to pay the Contractor an equivalent value should the Contractor not occupy or otherwise vacate the Dwelling at any time during the Contract, including during a notice period.
13. In the case of a breach of any term of the Contract, the party must give written notice to the other party. Within seven (7) days of receiving the written notice, the other party must cure the breach or demonstrate that it is taking all reasonable steps to cure the breach, with time being of the essence. In the event that the other party refuses or otherwise cannot cure the breach, the Contract may be terminated without further notice or payment in lieu of notice.
14. In the case of the Contractor's bankruptcy or insolvency, personal dishonesty, willful misconduct, or breach of fiduciary duty involving personal profit, the Contract may be terminated without further notice or payment in lieu of notice.
15. The Contractor must vacate the Dwelling at the end of the term of the Contract unless the Contract is renewed. In the event of notice, termination, or payment in lieu of notice, the Contractor must vacate the Dwelling by the end of the notice period or otherwise within thirty (30) days of termination or payment in lieu of notice. The Contractor will pay to the City the Fair Market Value rate of the Dwelling on a monthly basis from the time that the Contractor is no longer providing the services described in the Contract until it vacates the Dwelling. During this time, the Contractor shall not access the office, interact with Campground customers, or access the remainder of the Campground without permission from the City. The Contractor acknowledges that breach of this section of the Contract may cause damage to the Campground, including reputational harm and interruption of the business of the Campground. The Contractor acknowledges that damages alone are not an adequate remedy for this section and, in the event of such a breach, the City will and shall apply to a Court of competent jurisdiction for an Order restraining or prohibiting the continuance of any such breach.

16. Upon termination or conclusion of the Contract, the Contractor shall ensure that all property belonging to the City, including but not limited to materials, supplies, tools, equipment, files, business and customer information, social media accounts and profiles, and intellectual property remains in the City's possession. Under no circumstances shall the Contractor take with them, destroy, erase, deface, or otherwise harm, injure, or damage the Campground's property, business information, or reputation.
17. Upon termination or conclusion of the Contract, the final contract payment will be withheld until a final property and inventory inspection is completed and the Contractor is prepared to vacate the Dwelling and has returned the keys to the Dwelling to the City. If any damage to the Dwelling is found, or any inventoried items are missing, damaged, or not in good working condition for reasons other than normal wear-and-tear, or the Contractor has failed to pay the Fair Market Value in accordance with section 15 of the Contract, the value will be deducted from the final payment and any deposit held by the City.

Notice

18. Where service of a notice is required under the Contract, the notice shall be in writing and shall be deemed to have been served if delivered to or sent by prepaid registered mail addressed to the City and/or the Contractor at the addresses specified for each at the top of the Contract.
19. Either party may, by notice to the other, specify an alternate address for notices and where another address is specified under this section, notices shall be mailed to that address. For certainty, an alternate address may include an email address. Where service is by registered mail, the notice shall be conclusively deemed to have been served on the fifth (5th) day after its deposit in a Canada Post Office at any place in Canada. Where service is by email, the notice shall be conclusively deemed to have been served as of 8:00am on the business day after being sent.

General

20. The Contractor shall abide by and comply with all applicable laws, bylaws, orders, directions, ordinances and regulations.
21. The Contractor shall not incur any liability or expense for which the City shall be required to reimburse the Contractor or for which the City in any way may become liable, unless specified in the Contract or authorized in advance by the City.

22. The Contractor shall maintain during the Contract, in a form satisfactory to the City, and provide proof to the City at the time of execution of the Contract:
 - a. All relevant insurance policies;
 - b. City of Enderby Business Licence or Intermunicipal Business License;
 - c. WorkSafeBC clearance letter;
 - d. Driver's abstract;
 - e. Police Information Check.
23. The Contract is not a contract of employment. The Contractor is an independent contractor and nothing herein shall be construed to create a partnership, joint venture or agency and neither party shall be responsible for the debts or obligations of the other. It is understood that the Contract is strictly between the City and the Contractor and in no way shall be interpreted as creating an employment relationship between the City and the Contractor, its employees, agents or sub-contractors (if any). Should any differences arise between the Contractor and its employees, agents or sub-contractors, they shall be resolved directly between them.
24. All employees are employees of the Contractor and have no employment relationship with the City. The Contractor is responsible for ensuring that the employees are remunerated in accordance with BC Employment Standards and is responsible for all WorkSafeBC remittances and assessments and for all statutory deductions and remittances.
25. The Contractor must ensure that all staff and volunteers are managed in compliance with BC Employment Standards, Human Rights, WorkSafeBC and any other applicable enactments.
26. The Contractor may, with the advance written permission of the City, compensate one or more of its employees with a campsite for all or part of the work that they may perform at the Campground. In such cases, the booking is to be recorded in the reservation system at the daily/monthly rate approved by the City and the Contractor shall remit the fees to the City. The Contractor must ensure compliance with employment law when compensating the employee with a campsite.
27. The City shall not be responsible for payment of any of the following:
 1. Employment Insurance
 2. Workers' Compensation
 3. Canada Pension Plan
 4. Income Tax

5. Health and Welfare benefits
6. Overtime
7. Vacation pay
8. Licences
9. Permits
10. Any other Federal, Provincial or municipal tariffs or taxes.

28. The Contractor shall, for the purposes of the Workers Compensation Act, and for the duration of the Contract:

- Be the Prime Contractor for the Campground;
- Do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with the Workers Compensation Act and its regulations, as required to ensure the health and safety of all persons at the Campground.

The Contractor shall direct all subcontractors, other contractors, employers, workers and any other persons at the Campground on safety related matters, to the extent required to fulfill its Prime Contractor responsibilities pursuant to the Workers Compensation Act, regardless of:

- Whether or not any contractual relationship exists between the Contractor and any of these entities; and
- Whether or not such entities have been specifically identified in the Contract.

29. Notwithstanding anything to the contrary contained in the Contract, if either party is bona fide delayed or hindered in or prevented from the performance of any term, condition, covenant or act, by reason of an event of force majeure, that party shall be relieved from the fulfillment of such term, covenant or act during the period of such interruption and the period for the performance of any such term, covenant or act shall be extended for a period equivalent to the period of such delay. The parties agree that the definition of "force majeure," in addition to its normal meaning, shall include acts of God or public enemy, wars (declared or undeclared), revolution, riots, insurrections, civil commotions, fires, floods, slides, epidemics, quarantines, restrictions, strikes or lockouts, including illegal work stoppages or slowdowns, or stop work orders issued by a court or by statutory authorities including the City (providing that such orders are not issued nor any

such labour disputes occasioned as a result of an act or omission of the Contractor, or any one employed or retained by the Contractor), freight embargoes or power failures, or any event or circumstance which is beyond the reasonable control of a party.

30. Any disputes arising out of or in connection with the Contract, or in respect of any legal relationship associated with or derived from the Contract, will be finally resolved by mediation-arbitration under the Simplified Arbitration Rules of the ADR Institute of Canada, Inc. The parties agree to make their best efforts to resolve disputes through negotiation prior to seeking mediation-arbitration services. The parties agree that any dispute resolution services shall be provided virtually when available, or otherwise the Seat of Arbitration will be Vernon, BC. The language of all dispute resolution services will be English.
31. The Contractor acknowledges that the City of Enderby is subject to the Freedom of Information and Protection of Privacy Act (British Columbia) and that the Contract (including its schedules) and any records provided to the City of Enderby may be subject to public disclosure under that Act.
32. No party's waiver, whether express or implied, of a particular non-performance under the Contract by the other party shall be deemed or construed to be a continuing waiver of a similar or ongoing non-performance under the Contract, unless expressly stated by the party granting the waiver. The failure of a party to notify the other party of a non-performance under the Contract shall not constitute a waiver.
33. The Contract may be amended in writing by mutual consent of the parties at any time.
34. Captions or headings contained in the Contract are for convenience only and are not to be construed as defining or in any way limiting the scope or the intent of the provisions.
35. The Contract is governed exclusively by, and is to be enforced, construed and interpreted exclusively in accordance with, the laws of the British Columbia, and the laws of Canada applicable in British Columbia.
36. If any section of the Contract 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 or sections shall not be affected and shall be enforceable to the fullest extent permitted by law.

- 37. All schedules attached to the Contract form an integral part of Contract and are incorporated by reference. In the event of an inconsistency between a schedule and the remainder of the Contract, the schedule shall prevail. The Contract is being made in consideration, among other things, of the Contractor's compliance with the schedules attached to the Contract.
- 38. The Contract shall supersede all communications, negotiations and agreements, either written or verbal, made between the parties in respect of matters pertaining to the Contract prior to its execution.

As evidence of their agreement to be bound by the terms of the Contract, the parties have executed the Contract as follows:

CITY OF ENDERBY
by its authorized signatories:

[[CONTRACTOR]]
by its authorized signatories:

Name

Name

Name

Name

Schedule “A”

The Contractor will provide management and operation services for the Campground, which includes but is not limited to:

1. Providing a safe and enjoyable camping experience for all Campground customers and visitors, which includes excellent customer service and effective conflict resolution.
2. Operating the Campground in a professional, competent, and ethical fashion that demonstrates a continuous focus on efficiency, effectiveness, responsibility, prudent financial and asset management, corporate citizenship, and positive community relations.
3. Managing the reservation system to assign campsites to users of the Campground.
4. Managing the Campground’s social media accounts and internet presence, including online reviews.
5. Provide checks of the Campground in the evenings during peak season or as required to ensure that it is secure.
6. Manage the Campground’s ancillary services and sales, such as the sani-dump, firewood, ice, and small retail items.
7. Collecting, recording, issuing receipts, and depositing all Campground revenue, including campsite fees and ancillary revenues such as showers, ice, and firewood, into the City’s account. A detailed listing of the campers and reconciliation of revenue deposited will be provided to the City on a weekly basis during the months of May through to September and on a bi-weekly basis during the months of October through to April.
8. Maintaining, repairing and enhancing the assets of the Campground, including the grounds, trees, buildings, structures, infrastructure, signage, equipment, walkways, sani-dump, garbage receptacles, internal roadways, and the office/Dwelling. For certainty:
 - a. The City is responsible for:
 - i. Reimbursing the material costs of approved minor repairs;
 - ii. Directly paying for all material and labour costs associated with major repairs and capital projects;

- iii. Directly paying for costs associated with specialized contractor services, such as plumbers, electricians, and arborists, which the Contractor shall coordinate as part of the Contract.
 - b. The Contractor is responsible for:
 - i. Labour costs of approved minor repairs;
 - ii. Other duties that are not expressly listed as a responsibility of the City.
- 9. Providing a first response to emergencies occurring at the Campground and taking measures to minimize risk and damage to the Campground and its visitors.
- 10. Hiring, dismissing, training and supervising employees and volunteers and ensuring that the quality of work delivered by employees, volunteers and contractors meets service quality standards.
- 11. Adhering to health and safety regulations.
- 12. Developing proposals to improve the Campground, including ways to increase its revenues.
- 13. Providing weekly updates to the responsible City manager.
- 14. Participating in the development and implementation of strategic and operating plans in consultation with the City.
- 15. Making recommendations for annual budgets including capital expenditures in consultation with the City.
- 16. Providing the workers and tools that are necessary and sufficient to accomplish the tasks and objectives described herein.

Schedule “B”

[To be completed based on agreement with the Contractor]

Schedule “C”

The Contractor will provide occupy the Dwelling strictly in accordance with the following:

- Included in the Fair Market Value is electricity, water, sewer, natural gas, internet, and garbage collection, covered parking, and various furnishings and appliances.
- Subletting of the Dwelling by the Contractor is not permitted, except that, with the prior written permission of the City, an employee of the Contractor may occupy the Dwelling for the purposes of the Contract on behalf of the Contractor, which shall not alter the Contractor’s obligations with respect to the Dwelling.
- No smoking.
- No parties.
- No pets without prior written permission. The City may require a pet deposit equal to one half of one month’s Fair Market Value. This section shall not apply to the extent that it may conflict with the rights and restrictions under the *Guide Dog and Service Dog Act*.
- A security deposit equal to one half of the Fair Market Value is payable at the start of the occupancy of the Dwelling.
- Security and Pet Deposits will accrue interest and will be repaid within 15 days of the ending of the occupancy of the Dwelling less any damage that must be repaired by the City that was caused by the Contractor’s occupancy of the Dwelling.
- The crawlspace dehumidifier must be emptied on a regular basis by the Contractor.
- Condition inspections of the Dwelling will occur at the start and end of occupancy, as well as once per year near to the anniversary date of the Contract.
- The City may enter the Dwelling by providing the Contractor with twenty-four (24) hours written notice that states of the purpose for entry, which must be reasonable, and which must occur during reasonable hours of the day. In the event of an emergency for which entry is required to protect life or property, written notice shall not be required or given.
- The above terms and conditions only apply to the living accommodation (the Dwelling) and do not apply to the office portion of the building, which the Contractor acknowledges and agrees is not part of the Dwelling.