

Coquitlam

City of Coquitlam Fire Training Facility Rental Agreement

Coquitlam Fire/Rescue

1300 Pinetree Way, Coquitlam, BC, V3B 7S4
Phone: [604-927-6400](tel:604-927-6400) Email: firerescue@coquitlam.ca

Licensor: City of Coquitlam
Fire/Rescue Department
c/o Town Centre Fire Station
1300 Pinetree Way, Coquitlam B.C. V3B 7S4

Licensor's Contact: Coquitlam Fire Rescue

Contact Phone: [604-927-6400](tel:604-927-6400)

Contact Fax: [604-927-6418](tel:604-927-6418)

Contact Email: firerescue@coquitlam.ca

Licensee's: _____

Licensee's Contact: _____ **Contact Phone:** _____

Contact Fax: _____ **Contact Email:** _____

License Area: Town Centre Fire Hall

Purpose: _____

Rental Period: _____

Fees and Payment Dates: _____

Security Deposit: _____

Special Conditions: _____

The Licensor and Licensee, by signing this Agreement, agree to be bound by all the terms and conditions contained in it. This Agreement, including the Terms and Conditions on page 2 and attached schedules, constitutes the entire agreement and understanding between the parties and no changes or modifications are permitted unless agreed to by the parties in writing.

Signed by the Licensor:

CITY OF COQUITLAM, by its authorized signatory(ies) on this _____ day of _____, 20_____ :

Kyle Doerksen, Assistant Fire Chief Training

Print Name and Title

Sign Name

Signed by the Licensee:

_____, by its authorized signatory(ies) on this _____ day of _____, 20_____ :

Print Name and Title

Sign Name

Terms and Conditions

1. **Grant of License** - The Licensor hereby grants the Licensee the non-exclusive right to use the License Area during the Rental Period for the approved Purpose and for no other purpose, subject to compliance by the Licensee with all the terms of this Agreement. Despite any other provision in this Agreement or any rule of law to the contrary, this Agreement does not create any interest in land.
2. **Termination** - The Licensor may terminate this Agreement at any time upon 24 hours written notice to the Licensee, except in the case of an emergency (as determined by the Licensor in its sole discretion) in which case lesser or no notice may be given.
3. **Payment of Fees** - Fees shall be paid without deduction or set-off.
4. **Security Deposit** - The Licensee will, upon execution of this Agreement, provide the Security Deposit in the form of certified cheque or money order as security for the performance by the Licensee of its obligations under this Agreement. Upon default, the Licensor may, in addition to any other rights it may have, retain the Security Deposit.
5. **No Obstruction, Interference or Nuisance** - The Licensee shall ensure that its use of the License Area does not obstruct or interfere with the Licensor's operations or create any nuisance. The Licensee shall promptly rectify any such obstruction, interference or nuisance at its sole cost and expense.
6. **Equipment and Improvements** - The Licensee may, with the Licensor's prior written consent, place equipment or improvements on the License Area. The Licensee shall be solely responsible for the cost of placement, removal and operation of its equipment and improvements. Placement and removal shall be done at such times and in such manner as approved by the Licensor. The Licensee shall keep its equipment and improvements in a first-class state of repair and shall be responsible for the safety and security of its equipment and improvements. The Licensee shall promptly remove or repair any improvements and equipment that has been defaced, vandalized, damaged or poses any risk to the safety of the Licensor's staff or operations.
7. **Condition of the License Area** - The Licensee shall keep the License Area in a clean, sanitary and safe condition and shall, at the end of the Rental Period, return the License Area to its original condition. The Licensor has the right, at any time, to enter the License Area for any purpose, including inspection.
8. **Repair** - The Licensee shall, at its sole cost and expense, repair any damage to the License Area or the Licensor's facilities or equipment caused by the Licensee's use of the License Area.
9. **Licenses and Permits** - The Licensee warrants it holds, or shall obtain prior to its use of the Licence Area, all municipal, provincial and federal licenses or permits required for the conduct of its operations in the License Area including, without limitation, a City of Coquitlam business licence if applicable.
10. **Signage** - Any and all signage or other written material placed in the License Area shall be of high quality, visually appealing and professional. The Licensee will immediately remove any signage or written material deemed unacceptable for any reason by the Licensor.
11. **Conduct of Business** - The Licensee shall conduct itself in a professional manner and will not do or omit to be done anything that will in any way (a) impair or invalidate any policy of insurance that the Licensee maintains or (b) increase the risk of loss at the License Area or increase the premiums payable by the Licensor for any policy of insurance that the Licensor maintains.
12. **Insurance** - The Licensee shall maintain comprehensive general liability insurance, including without limitation, contractual liability insurance, against claims for bodily injury, death or property damage or loss howsoever arising out of the operations of the Licensee, which insurance policy shall include the Licensor as an additional insured and otherwise be on the terms specified in Schedule "A" to this Agreement. The Licensee shall provide the Licensor a certificate of insurance evidencing the required coverage prior to commencement of the Rental Period.
13. **Liability and Release** - The Licensor shall not be liable for any damage or injury caused to the Licensee or any person claiming through or under the Licensee or its or their property while in or about the License Area. The Licensee hereby releases the Licensor and its officers, employees, agents, consultants, and contractors (the "Licensor's Representatives") and waives any rights, including rights of subrogation, it may have against them for compensation for any injury, loss or damage occasioned by the Licensee or any person claiming through or under the Licensee.
14. **Indemnity** - The Licensee hereby irrevocably undertakes to indemnify, defend and save harmless the Licensor and the Licensor's Representatives from and against all losses, claims, suits, costs, actions, damages, liabilities and expenses arising out of any act or omission of the Licensee, whether occurring in and about the License Area or arising out of any breach by the Licensee of any provision of this Agreement.
15. **Participant Waiver** - The Licensee shall not cause, permit or allow any person under its control (whether employee, contractor, volunteer, student, participant or otherwise) to use the License Area until that person has first signed and delivered to the Licensor a Waiver and Acknowledgement in the form attached as Schedule "B" to this Agreement.
16. **Compliance** - The Licensee will comply with all statutes, bylaws, regulations, guidelines, ordinances or other laws in force during the Rental Period pertaining to the Licensee's operations or use of the License Area. The Licensee must be registered and in good standing with WorkSafeBC if required or permitted under the Workers Compensation Act, must maintain such good standing during the term of this Agreement and must provide its WorkSafeBC registration numbers. The Licensee will abide by the Special Conditions on page 1 and all rules, regulations, guidelines and directives made by the Licensor from time to time pertaining to the use, operation, safety, care or cleanliness of the Licensor's facilities or the License Area, including the Training Facility Operational Guidelines (OG 69), the Coquitlam Live Fire Emergency Plan, the Training Center Technician Checklist and the Burn Building Safety Briefing Checklist. The Licensor will not be responsible for the non-observance or violation of any rules, regulations, guidelines or directives by any other person.
17. **General**
 - a. Any notices shall be personally delivered, sent by facsimile or forwarded by registered or certified mail to the addresses on page 1. Any such notices delivered, faxed or mailed, shall be considered legally served and shall be sufficient notice effective from the day of delivery or facsimile transmission or from the 5th calendar day after mailing.
 - b. The Licensee shall not assign this Agreement or sublicense any part of the License Area in whole or in part.
 - c. This is a licence agreement and nothing contained in it shall be considered to constitute a landlord/tenant relationship.
 - d. Time is of the essence.
 - e. The Licensee acknowledges the Licensor has made no representations or warranties whatsoever concerning the License Area.
18. **Schedules**
 - Schedule "A"—Certificate of Insurance
 - Schedule "B"—Participant Waiver and Acknowledgment