



Facilities & Operations **Policy**

January 2019

Version 1



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1. Definitions

- 1.1. “Agriplex” is the facility (including barns, indoor (livestock) arena, outdoor arenas, stalls, paddocks, etc.) located at 4199 – 18th Avenue (Exhibition Park) in Prince George, BC. PID: 014-258-081 and PID: 025-188-411.
- 1.2. “Boarder” is an individual who has signed a boarding contract and has a horse(s) kept at the Agriplex facility managed by the Prince George Horse Society.
- 1.3. “Drop in Rider” is a rider who does not board a horse at the Agriplex facility, but who may come to the facility to ride in the indoor or outdoor arenas.
- 1.4. “Excessive speed” is any gait faster than the lope/canter; an extended lope/canter is acceptable, but a hand gallop is not acceptable.
- 1.5. “Facility” is the grounds, buildings, fences and any other non-mobile item on the Agriplex site.
- 1.6. “Facility Manager” is the individual employed by the Prince George Horse Society to manage the Agriplex facility.
- 1.7. “Operations” are the day-to-day activities that are the responsibility of the Facility Manager.
- 1.8. “PGHS” is the Prince George Horse Society.
- 1.9. “Renter” is an individual or group that has signed a rental agreement and is renting any part of the facility.
- 1.10. “Registered Instructor” is a riding instructor/trainer/coach that has been approved by the Board of Directors to hold lessons at the Agriplex.
- 1.11. “School Horse(s)” are the horses used in riding lessons by Registered Instructors at the Agriplex.
- 1.12. “User group” is a group/organization/association/society that has been approved by the Board and is in good standing.

2. Operating Hours

- 2.1. The gates are open from 5am to 12am daily.
- 2.2. Office hours vary on weekdays but are usually 9 – 4 pm, excluding holidays. Subject to change.
- 2.3. Peak hours:
 - 2.3.1. Monday to Friday 5:30pm to 9:30pm.
 - 2.3.2. Saturday and Sunday 3:00 pm to 9:30pm.
 - 2.3.3. Schooling and Youth program time is 3:30 to 5:30pm, Monday to Friday.



3. Security

- 3.1. A security service contracted by the PGHS provides routine nightly checks of the barn and paddocks and ensure that all gates are locked at the scheduled time. Ongoing monitoring is done by live cameras throughout the facility.

4. Facility Staff

- 4.1. Refer to the PGHS Human Resources Policy.

5. Lease Agreement with City of Prince George

- 5.1. See attached Appendix #1.

6. Riding Rules

6.1. Non-compliance

- 6.1.1. Non-compliance with these rules may result in loss of access to the facility. Please refer to Section 11 - Complaints/Problems of this document for more information.

6.2. Mandatory

- 6.2.1. Tying and grooming of horses is allowed only in the holding area. It is not permitted to tie horses in the arena during public/open/non-rental riding times. During rentals it is not recommended to tie horses up in the arena.
- 6.2.2. Do not ride through the door of the indoor arena, walk your horse in.
- 6.2.3. All riders must have Horse Council BC insurance or equivalent.
- 6.2.4. All users must sign in to our scheduling system at pghorsesociety.skedda.com to book their times.
- 6.2.5. Helmets are mandatory for all riders under the age of 19, and for all jumping. It is recommended that riders wear approved helmets.
- 6.2.6. All children under the age of 16 must have adult supervision while riding. Children under the age of 12, must have adult supervision while on the grounds.
 - 6.2.6.1. All children on the grounds participating in any horse-related activities must have a waiver signed and in their file.



- 6.2.6.2. If a violation of this clause is witnessed, individuals must follow the proper procedures for filing a complaint.
- 6.2.7. No headphones, cell phones or earphones to be used during riding. (Instruction excluded) This is for your own safety.
- 6.2.8. Maximum eight (8) riders are permitted on the arena floor at any one time.
- 6.2.9. The rider must always be in control of their horse.
- 6.2.10. No galloping or excessive speed at any time, except if there is only one rider in the arena.
- 6.2.11. A ride is considered no longer than one (1) hour. Each ride is considered one (1) horse, one (1) rider. Only a maximum of two (2) horses per rider will be allowed in the indoor arena.
- 6.2.11.1. A second horse may stand tied in the tack up area but cannot be left unattended for more than 5 minutes at a time. The Draft Stalls are available for complimentary use, see Section 6 below.
- 6.2.12. No ponying of horses at any time.
- 6.2.13. Tying and grooming in the indoor arena is allowed only in the holding area.
- 6.2.14. Horses are not to be left unattended in the arena at any time.
- 6.2.15. Abuse of animals will not be tolerated and will be reported to the appropriate authorities.

6.3. General

- 6.3.1. Be courteous and polite to all facility users.
- 6.3.2. If you are working on a circle, keep to the inside of the arena and leave a safe distance for other horses to work along the wall.
- 6.3.3. When working along the wall, always pass left-hand to left-hand.
- 6.3.4. Do not stop on the wall or rail for talking or visiting.
- 6.3.5. Maintain a safe distance (minimum 2 horse lengths) from all other horses unless agreed upon by both riders.
- 6.3.6. Communicate with other riders as to what you are doing.
- 6.3.7. Free running of horses is allowed in the indoor arena only when the floor is empty, with the permission of all other users present. This includes users in the holding area.
- 6.3.8. Lunging is permitted only:
 - 6.3.8.1. Do not cut across the circle of someone lunging.
 - 6.3.8.2. When there are not more than three (3) other riders in the arena prior to the lunging.
 - 6.3.8.3. When jumping lessons are not taking place.
 - 6.3.8.4. For a maximum of twenty (20) minutes.
 - 6.3.8.5. One (1) horse at a time being lunged.



- 6.3.8.6. Lunge whips are not to be cracked.
- 6.3.8.7. Please read the Code of Conduct in Attached Appendix #2. All users are expected to abide by the rules set forth.

6.4. Drop In Riders

- 6.4.1. If a drop-in rider brings more than two (2) horses, stalls in the draft barns are available for complimentary short-term use. Contact the Facility Manager to make arrangements.
 - 6.4.1.1. The rider is responsible for cleaning the stall after use.
 - 6.4.1.2. A fee will be charged for stalls that are not cleaned. Must be signed and checked by staff.

6.5. Programs

If a rider wishes to participate in any of the following programs they can contact the Facility Manager for more information.

- 6.5.1. Equipment Days: Riders are responsible for putting away equipment when finished riding. Rentals take precedence.
- 6.5.2. Jumping (maximum 4 jump standards) is allowed all day Mondays and Tuesdays and Fridays.
- 6.5.3. Dressage setup is allowed on Wednesdays all day.
- 6.5.4. Barrels are allowed on Thursdays all day, placed a minimum of 20' from wall. Speed can be run from 11am to 1pm. All riders must announce before they run speed. Additional barrel times are Fridays, Saturdays and Sundays from 9 am – 11 am.
- 6.5.5. Reining time is permitted on Fridays from 7 – 9 pm and Sundays from 6 – 7 pm.
- 6.5.6. Boarder's only riding time: This time designation may fluctuate. This time is generally set aside on Sunday evenings from 7 pm until 11 pm.

6.6. Monthly Pass Holders and Drop-In Riders

- 6.6.1. Must sign-in and sign-out when riding at the Agriplex. You are limited to 1 hour of riding time per horse.
- 6.6.2. Riders who bring more than one horse are permitted to tie their additional horse in the holding area of the indoor arena.
 - 6.6.2.1. See Drop-in Riders Section 6 above for complementary stall use.

6.7. Transition Time

- 6.7.1. Transition time is a period that is designated on the PGHS Calendar schedule to:
 - 6.7.1.1. Allow completed events to take down equipment at the conclusion of the event.
 - 6.7.1.2. Allow scheduled events to be set up in preparation for a scheduled event.



6.7.1.3. Set up and take down by two event groups may happen at the same time.

7. Boarder Rules

- 7.1. All boarders must pay the PGHS prior to or on the contract commencement date one month's cost of space as stipulated in the contract and further must pay the monthly cost of space each month in advance. Interest of 2% will be charged per month on past due accounts. If payment is not received within 30 days from the date of the invoice or the date on which the payment for space became due, actions will be taken to collect arrears outlined in the PGHS collection policy and through the *BC Livestock Lien Act*.
- 7.2. A \$100 damage and cleaning deposit must accompany the boarding contract which will be returned to the boarder upon termination of their contract, subject to an inspection of assigned space. No interest will accumulate for this deposit.
- 7.3. Boarders may ride in the indoor, warmup and outdoor riding arenas during open and boarder-only riding times.
- 7.4. Boarders can use tack box storage on a first come first serve basis and are to be kept clean by users. See the manager for rates. Space will be allocated by the office and no movement is permitted without Facility Manager authorization.
- 7.5. The PGHS holds the right to refuse boarding contracts as they see fit, and as approved by the Executive.
- 7.6. Boarders are responsible for any guests that they may bring onto the facility property, and will not hold the PGHS, its owners, agents or employees responsible for accident or injury to themselves, guests, or agents.
- 7.7. The PGHS will not be held responsible for the injury or death of any horse(s).
- 7.8. Daily care, farrier and veterinary services are the responsibility of the boarder.
- 7.9. If barn stalls are required for major events during the winter season from October 1 to April 30, boarders will be informed at least 2 weeks in advance.
- 7.10. Horse trailer parking is available for boarders on a first come first serve basis, for a monthly fee. Refer to the Rate Book attached as Appendix #3.
- 7.11. Stalls and paddocks must be kept in clean condition. The manure must be picked daily and kept sanitary. If a stall or paddock has not been cleaned sufficiently, the boarder will be charged for the stall or paddock cleaning; \$50 will be charged on the first offense, and \$75 for the second offense, and \$100 for each offense thereafter.
 - 7.11.1. Used shavings may only be dumped in the designated dumping area.
 - 7.11.2. No other garbage should be dumped with manure.
- 7.12. Water dumping:



- 7.12.1. Winter season: water buckets must be dumped/cleaned away from footpaths and tap areas.
- 7.12.2. Summer season: water buckets must be dumped/cleaned away from tap areas.
- 7.13. All boarders must maintain a Horse Council BC membership and provide proof of membership to the Facility Manager.
- 7.14. All boarders must vacate and strip their stall by midnight on April 30th annually.
- 7.15. The PGHS follows the Canadian Code of Practice for the Care and Handling of Equines, and each boarder is expected to follow this code.
- 7.16. Boarders must not at any time undertake activities at the Facility which conflict with the activities and objectives of the PGHS without the express written permission of the Facility Manager.
- 7.17. Boarders must treat all other users with common courtesy and respect. Boarders will be required to read and sign off on the PGHS Code of Conduct.
- 7.18. Boarders are not allowed to sublet space.
- 7.19. Boarders are not permitted to consume alcohol or smoke within the Facility compound. There will be a \$50 fine for each violation. If there are more than 3 violations the boarder may lose their riding and/or boarding privileges.
- 7.20. Any personal effects, including shelters, must be removed within 30 days of vacating the facility. After 30 days the shelter and any personal effects become the property of the PGHS.
- 7.21. Shelters.
 - 7.21.1. Shelters must meet the standards as set out by the PGHS, and prior approval must be obtained from the Facility Manager before construction begins.
 - 7.21.2. Shelters in paddocks can be owned by the boarder or by the PGHS. If the boarder owns the shelter, they are responsible for maintenance, however PGHS Staff can help at a cost when they are available. If the shelter is owned by the PGHS it is their responsibility to complete basic maintenance activities like floors, paint and roof; if the boarder's horse damages the shelter, they are responsible for the cost to replace or fix the shelter.

8. Wash Racks

- 8.1. Closed during the winter: closed October 1st and open May 1st annually.

9. Rates

9.1. Monthly Riding Passes

If you are a member of an approved facility user group, your drop-in riding rate will be as specified in the PGHS Rate Book in attached Appendix #3.



9.2. Drop In Riding Rates

- 9.2.1. Drop-in riders can ride during designated open riding times as per the facility calendar of events.
- 9.2.2. Drop-in riding rates are specified in the PGHS Rate Book in attached Appendix #3.

9.3. Monthly Boarding Rates

- 9.3.1. Please refer to the Boarding Contract in attached Appendix #8.
- 9.3.2. Base Rate is specified in the PGHS Rate Book in attached Appendix #3.
 - 9.3.2.1. Includes: outdoor paddock, shavings, hay stall, space for tack, designated boarder riding times in the heated indoor arena, and access to riding in outdoor riding arenas.
 - 9.3.2.2. Annual contracts will receive 10% off the base rate.
 - 9.3.2.3. Seniors Discount: Boarders over the age of 67 are eligible for a 10% discount off the base rate.
 - 9.3.2.4. Boarders who own their own shelter receive a discount of \$20 per month.
- 9.3.3. Monthly Optional Choices (in addition to your base rate) are specified in the PGHS Rate Book in attached Appendix #3.
 - 9.3.3.1. Millennium Barn Stall
 - 9.3.3.2. Electrical in Millennium Barn #1 is Additional
 - 9.3.3.3. Draft Barn Stall
 - 9.3.3.4. Additional Hay Storage
- 9.3.4. Monthly Discounts
 - 9.3.4.1. Annual Contract Discount 10% discount off base rate
 - 9.3.4.2. Seniors Discount 10% discount off base rate
- 9.3.5. Other Stabling Rates are specified in the PGHS Rate Book in attached Appendix #3.
 - 9.3.5.1. Weekly Short-Term Stabling
 - 9.3.5.2. Overnight Short-Term Stabling
 - 9.3.5.3. Stall Rental with Evening Rental
 - 9.3.5.4. Stall Cleaning per instance
 - 9.3.5.5. Tack Box Rental - per month
- 9.3.6. Cancellation Fees (as per section in the PGHS Boarding Contract).
 - 9.3.6.1. Cancellation within 6 months of signing an annual contract and the boarder will be charged the difference of \$23 + GST per month of actual boarding for an annual contract, plus 30% of totaled difference amount.



- 9.3.6.2. Cancellation after 6 months of signing an annual contract and the boarder will be charged a difference of \$23 + GST per month of actual boarding.
- 9.3.6.3. A one-time administration fee applies to all cancellations of \$15 + GST per contract.
- 9.3.7. Short Term Indoor Stall and Hay Storage
- 9.3.7.1. Depending on availability on a short-term basis, rates are specified in the PGHS Rate Book in attached Appendix #3.
 - 9.3.7.1.1. Weekly
 - 9.3.7.1.2. Daily

10. Parking Rules

- 10.1. Please see Parking Map in the Attached Appendix #4.

11. Complaints/Problems

- 11.1. Please refer to the PGHS Safety and Security Policy.
- 11.2. Consequences for infraction:
 - 11.2.1. 1st offence will receive written warning
 - 11.2.2. 2nd offence will receive written warning
 - 11.2.3. 3rd offence will result in a one-month suspension riding privileges
 - 11.2.4. Anyone still found disregarding rules and the safety of the rights of others will
 - 11.2.5. be asked to leave the facility permanently
- 11.3. Please refer to the Eviction Policy as attached Appendix #5.

12. Facility Rental

12.1. Available for Rental

- 12.1.1. 35 x 35 outdoor paddock space
- 12.1.2. 12 x 12 draft barn stalls
- 12.1.3. 13 x 13 millennium barn stalls
- 12.1.4. 100 x 150 heated indoor arena with tons of seating area
- 12.1.5. Heated tack up area, holding area and tack room area
- 12.1.6. 80 x 80 outdoor warmup arena
- 12.1.7. 250 x 250 outdoor riding arena
- 12.1.8. Additional indoor unheated warm up arena with round pen
- 12.1.9. Outdoor round pen during spring, summer, fall
- 12.1.10. Sound Room, microphone, speakers



- 12.1.11. Kitchen
- 12.1.12. Meeting Room
- 12.1.13. Log building is owned by 4-H and is not available for rental through the PGHS.
- 12.1.14. Paddocks
- 12.1.15. Kitchen
- 12.1.16. Barns
- 12.1.17. Dairy
- 12.1.18. PGX
- 12.1.19. See rental rates for the above items in the Rate Book in attached Appendix #3.

12.2. Rental Agreement

- 12.2.1. Please refer to the Facility Rental Policy as attached Appendix #6.
- 12.2.2. Each rental must be confirmed with the signing of a rental agreement between the renter and the PGHS. Please refer to the attached Facility Rental Agreement Appendix #7.
- 12.2.3. When the Agriplex indoor arena is rented the arena and tie up area inside is for the use of the group or individual renting the facility ONLY. Other users cannot come and tie up and groom inside until the end of the rental period, UNLESS the user group renting the arena says it is okay to do so.

13. Safety

- 13.1. Please refer to PGHS Safety and Security Policy.

14. Rule Board

- 14.1. It is the responsibility of the Facility Manager to keep the rule board updated and consistent with this policy.

15. Riding Instructors

- 15.1. Please refer to the School Horse Program Instructors Policy and the Registered Instructors Policy as attached Appendices #9 and #10.

16. User Groups

- 16.1. Collaborative partnerships with local user groups who base their programs out of the Prince George Agriplex. Each user group has one member who sits on the PGHS Board of Directors, and one alternate, and are responsible for ensuring the effective and professional operations of the PG Agriplex.
- 16.2. Are given user group rates.



17. Facility Gates

- 17.1. Must be kept closed.
- 17.2. Individuals who do not close gates after themselves may be penalized and may be subject to a fine.

18. Manure

- 18.1. Must clean up after your horse in the inside and outside arenas.
- 18.2. Manure clean-up applies to all areas of the Agriplex grounds. This means the walkways, alleys, wash rack, parking lot, tie-up areas, etc.

19. Dogs

- 19.1. Absolutely no dogs permitted in or around the paddocks or horse stalls or inside the indoor arena building. The only exception to the indoor arena is if a renter is hosting a dog event.
- 19.2. All dogs must be on a leash and under control. This may not apply when the facility is rented for a private event, or if the event is a dog competition or training event.

19. Advertising

- 19.1. Advertising is only allowed in the indoor arena. Advertising anywhere other than the indoor arena is not permitted; as per the City of Prince George Lease Agreement for the Agriplex facility.
- 19.2. Temporary advertising outside the indoor arena is permitted during facility rental events.

20. BC Northern Exhibition

- 20.1. Boarders must give notification at least 2 weeks in advance to the Facility Manager if they require access during the exhibition.
- 20.2. The Facility Manager will provide a list of Agriplex users/boarders who will have access to the grounds during the BC Northern Exhibition.



20.3. Please refer to the City Lease Agreement as attached Appendix #1.

Appendices

Appendix # 1: City of Prince George Lease Agreement

Appendix #2: Code of Conduct

Appendix #3: Rate Book

Appendix #4: Parking Map

Appendix #5: Eviction Policy

Appendix #6: Facility Rental Policy

Appendix #7: Facility Rental Agreement

Appendix #8: Boarding Contract

Appendix #9: School Horse Program Instructors Policy

Appendix #10: Registered Instructors Policy



Appendix #1: City of Prince George Lease Agreement

CITY OF PRINCE GEORGE

LEASE OF LAND AND IMPROVEMENTS FOR NON-PROFIT PURPOSES

THIS LEASE dated for reference the 6 February 2019.

BETWEEN:

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

the "**City**")

AND:

THE PRINCE GEORGE HORSE SOCIETY (Inc. #S34662)
P.O. Box 2881
Prince George, BC V2N 4T7

(the "**Tenant**")

BACKGROUND:

- A. The **City** owns the **Leased Premises**, comprising land and improvements.
- B. The **Tenant** is a non-profit corporation.
- C. The **City** agrees to lease the **Leased Premises** to the **Tenant** under section 8(1) of the *Community Charter* so that the **Tenant** may occupy and use the **Leased Premises** during the **Term** solely for the non-profit **Permitted Uses**, on the terms and conditions set out in this **Lease**.
- D. This **Lease** contains the following Schedules:
 - Schedule "A" - Defined Terms
 - Schedule "B" - Tenant's Insurance Limits and Deductibles
 - Schedule "C" - Maintenance and Repair
 - Schedule "D" - Location Map of Leased Premises
 - Schedule "E" – Location Map of Excepted Out Leased Premises

GRANT OF LEASE:

In return for the payment of the **Rent**, and in return for the other promises and agreements to be followed and performed by the **Tenant** in this **Lease**, the **City** leases the **Leased Premises** to the **Tenant** for the **Term**, subject to the following promises, agreements and conditions which the **City** and the **Tenant** each promise and agree to keep, observe, and perform:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

This **Lease** uses defined terminology shown in bold capitalized words. Schedule "A" attached to this **Lease** lists and defines all the bold capitalized words.

1.2 Parts of Lease

This **Lease** is divided into the following parts for ease of reference:

1. ARTICLE;

1.1 Paragraph;

(a) subparagraph; and

(i) clause.

1.3 Headings

The headings of the articles and paragraphs of this **Lease** are inserted for convenience only. The words used in the headings do not affect the meaning of any articles, paragraphs, subparagraphs or clauses.

1.4 Invalidity

If a court declares any part of this **Lease** invalid or unenforceable, then the remaining parts of this **Lease** are not affected and each remaining part of this **Lease** is valid and enforceable to the fullest extent permitted by law.

1.5 Promises and Agreements are Conditions

All of the promises and agreements set out in this **Lease** are also conditions of this **Lease**.

2. PAYMENT OF RENT

2.1 Promise to Pay Rent

The **Tenant** promises and agrees to pay the **Basic Rent** to the **City**, plus applicable goods and services tax, in monthly installments, in advance on or before the first day of each and every month during the **Term** commencing on the **Commencement Date**, and promises to perform and satisfy all the other obligations described in this article 2.

2.2 Additional Rent

The **Tenant** promises to pay all **Additional Rent** to the **City** immediately upon demand.

2.3 Payments

All payments by the **Tenant** to the **City** required by this **Lease** will be:

(a) paid to the **City** by the **Tenant**;

(b) when due under this **Lease** without any set-off or deduction of any kind;

(c) applied towards amounts outstanding under this **Lease**, in a way that the **City** thinks is proper; and

(d) considered to be **Rent** and are recoverable by the **City** as **Rent**.

2.4 Carefree Lease for City

In addition to **Basic Rent**, the **Tenant** will pay to the **City** all **Additional Rent**, expenses, costs, and payments relating to the **Leased Premises**, including things such as maintenance costs and property taxes, as set out in this **Lease**.

2.5 Payment of Goods and Services Taxes

The **Tenant** will pay to the **City** when due all goods and services tax payable under the *Excise Tax Act* (Canada) with respect to this **Lease**, or any other tax that is substituted for that tax.

2.6 Possible Maintenance Cost Exemptions from City Council

On the same date as the application referred to in paragraph 3.1 is made to the municipal council of the **City**, the **Tenant** may apply on its own behalf to the municipal council of the **City** to be granted an exemption from paying any outstanding maintenance costs that the **Tenant** is responsible for under Schedule "C" of this **Lease**.

3. TAXES AND UTILITIES

3.1 Payment of Property Taxes

In each **Year of the Term**, an administrative department of the **City** will apply on behalf of the **Tenant** to the municipal council of the **City** for the **Tenant** to be granted property tax exempt status. If the **Tenant** does not obtain property tax exempt status for any reason, then the **Tenant** will pay all property taxes, including school taxes and local improvement rates, which may be charged against the **Leased Premises**, and all other property on and in the **Leased Premises**, as such taxes become due. The **Tenant** is responsible for the payments described in this paragraph 3.1 starting from the **Commencement Date**.

3.2 Payment of Utility Services

(a) The **Tenant** will pay when due all charges for, telephone, cable, garbage and any other utilities and services used in or supplied to the **Leased Premises** throughout the **Term**;

(b) The **Tenant** will also pay as **Additional Rent** 100% of charges for water, sewer, electrical and natural gas used in or supplied to the **Leased Premises** throughout the **Term**;

(c) The **Tenant** is not responsible for payment of the utilities set out in paragraph 3.2(a) and (b) during the **Excepted Out Occupation Period**.

3.3 Business Tax and License Fees

The **Tenant** will pay when due all taxes and permit and license fees charged for the use or occupancy of the **Leased Premises** by the **Tenant** and any other lawful occupiers.

3.4 Delinquent Taxes, Utilities and Fees

The **Tenant** will indemnify the **City** from and against payment of all losses, costs, charges, interest and expenses arising from any and all of the charges described in paragraphs 3.1, 3.2 and 3.3. The **City** may collect any such losses, costs, charges, interest and expenses that are suffered by the **City** as **Additional Rent**.

4. USE OF LEASED PREMISES

4.1 Non-Profit Corporation

The **Tenant** is now, and will remain during the **Term**, a non-profit corporation under the *Society Act* or other applicable statute in British Columbia.

4.2 Permitted Uses

The **Tenant** will not use any part of the **Leased Premises** for profit or for any other purposes other than the **Permitted Uses** without the prior written consent of the **City**, which consent may be withheld by the **City** in its sole discretion for any reason it sees fit.

4.3 Capital Development Plan

The **Tenant** is responsible for any Capital Development Plans and will work with the **City** in implementing such plans. All plans must be submitted to the **City** for review and approval.

4.4 No Private Gain

The **Tenant** will not obtain any private gain from the use of the **Leased Premises** and will not dispose of its leasehold interest in the **Leased Premises** for profit.

4.5 No Nuisances

The **Tenant** will not carry on nor do, nor allow to be carried on or done on the **Leased Premises** any activity which may be a nuisance or which may be improper, noisy, or contrary to any law (including any bylaws of the **City**) governing the **Leased Premises**.

4.6 No Unlawful Purpose

The **Tenant** will not use or occupy or allow to be used or occupied any part of the **Leased Premises** for any illegal or unlawful purpose or in any way which would result in the cancellation of any insurance.

4.7 Excepted Out Occupation Period

The **Tenant** will have exclusive use of the **Leased Premises** other than as set out in the **Excepted Out Occupation Period** in Schedule "A" of this **Lease**.

5. INSURANCE

5.1 Fire Insurance

At all times during the **Term** the **City** will, at its expense, insure and keep insured the **Leased Premises** against loss or damage by fire and other perils now or in the future from time to time included in the commercial building form of insurance coverage applicable to similar properties as the **Leased Premises** and obtained in British Columbia by prudent owners in an amount equal to the full replacement value of the property being insured, provided however that the **City** will

not be required to insure the furniture, fixtures, leasehold improvements, and all other contents of the **Leased Premises**.

5.2 Commercial General Liability Insurance

At all times during the **Term**, the **Tenant** will at its own expense maintain with one or more companies approved by the **City**, commercial general liability insurance against claims for personal injury, death, property damage or other loss or liability arising out of the use and occupation of the **Leased Premises**, including without limitation, damage to the furniture, fixtures, improvements (including leasehold improvements), and all other contents of the **Leased Premises**, host liquor liability, forcible ejection liability, non-owned automobile liability, and contingent employer's liability, indemnifying and protecting the **City** and its employees and agents and the **Tenant**, to limits and with deductible amounts described in Schedule "B" attached to this **Lease**.

5.3 Identity of Insured and Subrogation

Any and all insurance policies described in paragraphs 5.2 must:

- (a) be written in the name of the **Tenant** and the **City** as the insured's with loss payable to the **City** and the **Tenant** as their respective interests may appear;
- (b) contain a cross liability clause and a waiver of subrogation clause in favour of the **City**;
- (c) contain a clause to the effect that any release from liability entered into by the **Tenant** prior to any loss does not affect the right of the **Tenant** or the **City** to recover;
- (d) contain a provision or an endorsement that the insurer must not cancel the policy without first giving the **City** at least 30 days notice in writing of its intention to cancel; and
- (e) not contain coverage exclusions relating to "host liquor liability" or "forcible ejection".

5.4 Release of City from Liability for Insured Loss or Damage

The **Tenant** releases the **City** and its employees, agents, elected officials, successors, and assigns from any and all liability for loss or damage caused by any of the perils against which the **Tenant** is obliged to have insured under this **Lease**. The **Tenant** will indemnify and save harmless the **City** and its employees, agents, elected officials, successors, and assigns from and against all manner of actions, causes of action, suits, damages, loss, costs, claims, and demands of any nature whatsoever relating to such insured loss or damage that the **Tenant** is obligated to insure. The **Tenant** acknowledges and agrees that the release and indemnity contained in this paragraph 5.5 is not in any way limited to or otherwise affected by any insurance policy amounts or deductible amounts required or approved by the **City** under this **Lease**.

5.5 Proceeds of Insurance for Damage to Leased Premises

- (a) Subject to article 7, the **Trustee** must use the insurance moneys for the restoration, reconstruction, or replacement of the loss or damage in respect of which such insurance moneys are payable under this **Lease** against certificates of the architect or engineer engaged by the **Tenant** or such other person as the **City** and the **Tenant** may agree upon who is in charge of such restoration, reconstruction, or replacement.

5.6 City's Right to Repair and Receive the Insurance Proceeds

If the **Tenant** fails to cause the restoration, reconstruction, or replacement of the loss or damage in respect of which the insurance moneys are payable, then the **City** is entitled to cause such restoration, reconstruction, or replacement and the **Trustee** to whom the insurance moneys are payable must pay or cause to be paid such insurance moneys to the **City** in the same manner the **Trustee** would have done had the **Tenant** caused such restoration, reconstruction, or replacement.

5.7 Payment of Insurance Premiums

Except for the policy described in paragraph 5.1, the **Tenant** will pay all of the insurance premiums under the policies described in this article 5 as they become due. If the **Tenant** defaults on the payment of the insurance premiums, the **City** may pay the premiums and add the amount paid to the **Additional Rent**.

5.8 Copies of Insurance Policies

Except for the policy described in paragraph 5.1, if requested by the **City** at any time, the **Tenant** will immediately deliver to the **City** certified copies of all insurance policies required and described in this article 5, together with proof that all the insurance premiums have been paid.

5.9 Insurance May be Maintained by City

If the **Tenant** at any time during the **Term** fails to obtain or maintain any insurance required by this **Lease**, then the **City**, although not obliged to do so, may obtain and maintain such insurance in such amounts and with such deductibles and for such periods of time as the **City** chooses, and the **City** may add the amounts it paid for that insurance to the **Additional Rent**.

5.10 Workers' Compensation Coverage

At all times during the **Term**, the **Tenant** will at its own expense obtain and carry full workers' compensation coverage in respect of all workers, employees, and others engaged in or upon any work on the **Leased Premises**.

6. REPAIRS AND MAINTENANCE

6.1 City Not Obligated to Repair

Except, as expressly set out in Schedule "C" to this **Lease** and except during the **Excepted Out Occupation Period**, the **Tenant** is completely and solely responsible for the condition, operation, repair, replacement, maintenance, and management of the **Leased Premises**.

6.2 Repair by the Tenant

Except, as expressly set out in Schedule "C" to this **Lease** and except during the **Excepted Out Occupation Period**, the **Tenant** will, at all times during the **Term** and at its own expense, repair, restore, maintain and keep the **Leased Premises**, both inside and outside, in good condition (reasonable wear and tear excepted), in the same manner and to the same extent as a prudent owner would and in accordance with any notices from the **City**. The **Tenant** will make all repairs and restorations with at minimum, equal quality materials and workmanship in comparison to the original work and material in the **Leased Premises**.

6.3 Repairs to Leased Premises by City

If at any time during the **Term** the **Tenant** fails to maintain the **Leased Premises** in the condition required by paragraph 6.2, then the **City** may, but is not obliged to, enter upon the

Leased Premises for the purpose of making the repairs required by paragraph 6.2. The **Tenant** will reimburse the **City** on demand for any amount paid by the **City** in making repairs to the **Leased Premises**, together with all costs and expenses of the **City**, and the **City** may add that total amount to the **Additional Rent**.

6.4 *No Injury to Leased Premises*

The **Tenant** will not injure or disfigure the **Leased Premises** or allow them to be injured or disfigured in any way.

6.5 *At Expiration Deliver Up Leased Premises*

At the expiration or earlier termination of this **Lease**, the **Tenant** will, except as may be otherwise expressly stated in this **Lease**, permanently vacate and turn over to the **City** the **Leased Premises** and all the fixtures, appurtenances, and equipment attached to the **Leased Premises**, in good condition.

6.6 *Leased Premises Accepted "As Is"*

The **Tenant** accepts the **Leased Premises** "as is" knowing its condition, and agreeing that the **City** has made no representation, warranty, or agreement with the **Tenant** with respect to the condition of the **Leased Premises**.

6.7 *Removal of Ice and Snow*

The **Tenant** will at all times during the **Term** keep the entrances, walkways and roadways adjacent to the **Leased Premises** reasonably clean from ice and snow. If at any time the **Tenant** fails to remove the ice and snow then the **City** may remove such ice and snow without notice to the **Tenant**. The **Tenant** will reimburse the **City** on demand for any costs and expenses incurred by the **City** in removing such ice and snow, and the **City** may add that total amount to the **Additional Rent**.

7. DAMAGE OR DESTRUCTION

7.1 *No Reduction in Rent*

Unless the **City** terminates this **Lease** under subparagraph 7.2(a), the partial or complete damage or destruction of the **Leased Premises** by fire or other casualty does not terminate this **Lease** or entitle the **Tenant** to surrender possession of the **Leased Premises** or to demand any reduction of the **Rent** or other charges payable under this **Lease**, despite any law or statute now or in the future to the contrary.

7.2 *Damage to Leased Premises*

The **City** and the **Tenant** agree that:

- (a) if 20% or more of the area of any building located on the **Leased Premises**, with the exception of the Agriplex and the Millennium Barns, is damaged or destroyed, then the **City** will, at its option to be exercised within 90 days after the damage or destruction, by notice in writing to the **Tenant**, have the right to terminate this **Lease**, and upon giving that notice the **Term** and this **Lease** will immediately cease and terminate; and
- (b) if less than 20% of the area of any building located on the **Leased Premises**, with the

exception of the Agriplex and the Millennium Barns, is damaged or destroyed as a result of a casualty fully insured against by the **City**, or if the **City** does not terminate this **Lease** under subparagraph 7.2(a), then the **City** will repair, reconstruct, replace, or restore all or any part of the **Leased Premises** so destroyed with structures comparable to those being replaced to a maximum expenditure of the insurance moneys received.

- (c) For the Agriplex and the Millennium barns, the 20% listed in clause 7.2 (a) and 7.2 (b) shall be substituted using 70% as the determining factor.

8. REPLACEMENT, CHANGES, ALTERATIONS, AND SUBSTITUTIONS

(a) Approval from City Required

The **Tenant** will obtain approval in writing from the **City** prior to making any changes, alterations, replacements, substitutions, or additions affecting the structure of any improvement on the **Leased Premises**, the major electrical or mechanical systems contained in any improvement on the **Leased Premises**, or the exterior decoration, design, or appearance of any improvement on the **Leased Premises**, which approval the **City** may withhold in its sole discretion for any reason it sees fit.

(b) Proceeding with Changes

Subject to article 9, the **Tenant** will proceed with all approved changes, alterations, replacements, substitutions, and additions with due diligence to completion. All changes, alterations, and additions must meet the requirements of the **City** and any other governmental authorities having jurisdiction.

9. UNAVOIDABLE DELAYS

9.1 Extensions of Time

If an **Unavoidable Delay** prevents or delays the **Tenant** in the repair of the **Leased Premises** within the time specified in this **Lease**, then the **City** will extend the date or period of time within which the work was to have been completed by a reasonable period of time, and the **Tenant** is not in default if it performs and completes the work in the manner required by the terms of this **Lease** within the extended period of time.

9.2 Disputes Regarding Unavoidable Delays

If the **City** and the **Tenant** cannot agree as to whether or not there is an **Unavoidable Delay**, or they cannot agree as to the length of the **Unavoidable Delay**, then the dispute will go to arbitration in accordance with article 18. The **Tenant** will act diligently and take all reasonable steps of a prudent owner to remove the cause or causes of an **Unavoidable Delay**.

10. BUILDERS' LIENS

10.1 Tenant to Remove Liens

The **Tenant** will at all times throughout the **Term** at its own expense, cause any and all builders' liens and other liens for labour, services, or materials alleged to have been supplied to the **Leased Premises**, that may be registered against or otherwise affect the **Leased Premises** by reason of

work, labour, services, or materials supplied or claimed to be supplied to or on the request of the **Tenant**, to be paid, satisfied, released, or vacated within 42 days after the **City** has sent written notice to the **Tenant** by registered mail of any claim for any such lien.

10.2 *Tenant May Dispute Lien Claim*

If there is a genuine dispute by the **Tenant** as to the validity or correctness of any claim for any lien, then the **Tenant** is entitled to defend against the claim after first:

- (a) paying into court the amount claimed or sufficient security for the amount claimed;
- (b) paying into court costs as the court may direct; and
- (c) when entitled to do so at law, registering all documents necessary to release and cancel the lien from the **Leased Premises**.

10.3 *City Not Responsible for Liens and May File Notice*

The **City** is not responsible for claims of builders liens filed by persons claiming through the **Tenant** or persons for whom the **Tenant** is in law responsible. The **City** may file in the Land Title Office at any time a notice of interest pursuant to s. 3 of the *Builders Lien Act*, S.B.C. 1997, c. 45, confirming that the **City's** interest in the **Leased Premises** is not bound by a lien claimed under that Act in respect of an improvement to the **Leased Premises** unless that improvement is undertaken at the express request of the **City**.

11. INSPECTION OF PREMISES BY CITY AND REPORTS TO CITY COUNCIL

11.1 *Inspection by City*

The **City** may at all reasonable times during the **Term** enter the **Leased Premises** to examine its condition. The **City** will give the **Tenant** notice of any repairs or restorations required under paragraph 6.2 and the **Tenant** will, within 60 days after receiving every notice, complete all repairs and restorations required by the notice.

11.2 *Annual Reports to City Council*

During the **Term** an administrative department of the **City** may report to the municipal council of the **City** regarding the **Tenant's** operations under this **Lease** and regarding the **Tenant's** compliance with all the terms and conditions of this **Lease**.

12. OBSERVANCE OF LAWS

12.1 *Tenant Must Comply with Laws*

Despite anything else in this **Lease** to the contrary, at all times during the **Term** the **Tenant** will comply with all applicable laws, including without limitation all municipal bylaws, all provincial legislative enactments and all federal legislative enactments.

13. INDEMNITIES

13.1 *Breach, Violation, or Non-Performance of Lease Terms by Tenant*

The **Tenant** will indemnify and save harmless the **City**, its employees, agents, elected officials, successors, and assigns from any and all manner of actions, causes of action, suits, damages, loss, costs, builders' liens, claims, and demands of any nature whatsoever relating to and arising during the **Term** out of any breach, violation, or non-performance of any promise, condition, or agreement in this **Lease** to be fulfilled, kept, observed or performed by the **Tenant**.

13.2 Injury, Damage, or Loss of Property

Despite article 5, the **Tenant** will indemnify and save harmless the **City** from any and all manner of actions, causes of action, suits, damages, loss, costs, claims, and demands of any nature whatsoever relating to and arising during the **Term** out of:

- (a) any injury to a person or to persons, including death, occurring in or about the **Leased Premises**; and
- (b) any damage to or loss of property caused directly or indirectly by the use and occupation of the **Leased Premises**;

however, no section of this **Lease** requires the **Tenant** to indemnify the **City** against any actions, causes of actions, suits, claims, or demands for damages arising out of the intentional, deliberate or grossly negligent acts or omissions of the **City**.

13.3 Indemnification Survives Termination of Lease

The obligation of the **Tenant** to indemnify the **City** under any part of this **Lease** with respect to liability by reason of any matter arising before the end of the **Term** survives any termination of this **Lease**, despite anything in this **Lease** to the contrary.

14. SUBLEASING, ASSIGNING AND MORTGAGING

14.1 Subleasing and Assigning

The **Tenant** will not:

- (a) assign this **Lease** in whole or in part;
- (b) sublease the **Leased Premises** or any part of them; nor
- (c) grant any concession or license of any part of the **Leased Premises**;

without obtaining the prior written consent of the **City**, which consent may be withheld by the **City** in its sole discretion for any reason it sees fit.

14.2 Tenant Not Relieved of Obligations

The **Tenant** is not relieved of its obligations under this **Lease** after:

- (a) any assignment of this **Lease** in whole or in part;
- (b) any sublease of the **Leased Premises** or any part of it; or
- (c) any grant or concession or license of the **Leased Premises** or any part of it;

(d) unless the **City** expressly consents in writing to a release of the **Tenant**.

14.3 Mortgaging by Tenant

The **Tenant** will not mortgage its leasehold interest under this **Lease** or its interest in the **Leased Premises** without the prior written consent of the **City**, which consent may be withheld by the **City** in its sole discretion for any reason it sees fit.

14.4 Tenant to Comply with All of Its Obligations

The **Tenant** will observe and perform all of its obligations incurred in respect of assignments, subleases, agreements for lease, and mortgages of its leasehold interest in the **Leased Premises**, and will not allow any such obligations to be in default. If any default occurs, then the **City** may, but is not obliged to, rectify the default for the account of the **Tenant**. The **Tenant** will reimburse the **City** on demand for any amount paid by the **City** to rectify the default, together with all costs and expenses of the **City**, and the **City** may add that total amount to the **Additional Rent**.

15. BANKRUPTCY OF TENANT

15.1 City May Seize Fixtures

The **Tenant** waives the benefit of any present or future law taking away or limiting the **City's** right of distress. The **Tenant** agrees that despite any such law, the **City** may seize any and all fixtures and other property of the **Tenant** on or in the **Leased Premises** at any time during the **Term** to satisfy the non-payment of **Rent**.

15.2 Tenant Will Not Sell or Encumber Fixtures

The **Tenant** will not sell or remove any of its fixtures or other property from the **Leased Premises** during the **Term** without the consent of the **City**, unless the **Tenant** is substituting new property of equal value or is disposing of individual items that have become excess for the **Tenant's** purposes. The **Tenant** will be the owner of its fixtures and other property and will not allow them to become subject to any lien, mortgage, charge, or other encumbrance.

15.3 Tenant Will Not Repudiate Lease

The **Tenant** will not, without the **City's** consent, repudiate or disclaim (or attempt to repudiate or disclaim) this **Lease** in any bankruptcy, insolvency, reorganization, or other proceeding or court application. If required by the **City**, the **Tenant** will waive in favour of the **City** the benefit of section 65.2 of the *Bankruptcy and Insolvency Act*, R.S. 1985, c. B-3 as changed from time to time, and any section of similar meaning.

16. DEFAULT BY TENANT

16.1 Re-entry on Defaults by Tenant

If:

- (a) the **Tenant** fails to pay **Rent** or any other money required to be paid to the **City** by this **Lease** and such failure continues for more than 30 days after the **City** gives the **Tenant** written notice of the **City's** intention to terminate this **Lease**; or

- (b) the **Tenant** fails to perform or observe any of its other promises or obligations under this **Lease** and such failure continues for more than 30 days after the **City** gives the **Tenant** written notice of the **City's** intention to terminate this **Lease**;

then the **City** may at any time re-enter the **Leased Premises** without being liable to any prosecution or damages and may repossess the **Leased Premises** and all fixtures and improvements on the **Leased Premises** as liquidated damages.

16.2 Re-entry Does Not Forfeit Rent or Waive Tenant's Obligations

Any re-entry and repossession of the **Leased Premises** by the **City** is not:

- (a) a forfeiture or waiver of the **Rent** paid or to be paid to the **City**, all of which may be retained by the **City** as liquidated damages and not as a penalty; or
- (b) a forfeiture or waiver of the promises or obligations to be performed by the **Tenant** up to the date of the re-entry and repossession.

16.3 Remedies of City are Cumulative

The remedies of the **City** specified in this **Lease** are in addition to any remedies of the **City** at law or equity. No remedy is exclusive, and the **City** may from time to time use one or more or all of the available remedies specified in this **Lease** or at law or equity.

16.4 Waivers by City

The failure of the **City** to insist upon the performance of any promise, obligation or agreement in this **Lease** does not waive that promise, obligation or agreement. The waiver by the **City** of any breach of any promise, obligation or agreement in this **Lease** does not waive that promise, obligation or agreement for any other breach. The acceptance by the **City** of **Rent** or other money due under this **Lease** with knowledge of any breach of any promise, obligation or agreement by the **Tenant** does not waive that breach. No waiver by the **City** is valid unless signed by the **City**.

17. 17. REPRESENTATIONS OF CITY

17.1 Ownership of Leased Premises

The **City** owns the **Leased Premises**.

17.2 Authority to Lease

The **City** has the right to lease the **Leased Premises** to the **Tenant** under the true intent of this **Lease**.

18. ARBITRATION

If the **City** and the **Tenant** do not agree on anything in this **Lease** that is to be settled by arbitration, then that disagreement must be referred to one arbitrator in accordance with the *Commercial Arbitration Act*, R.S.B.C. 1996, c.55, as changed from time to time. The **City** and the **Tenant** will share the cost of the arbitration equally, and they will each pay for their own legal costs in connection with the arbitration.

19. SURRENDER OF LEASE

At the expiration or earlier termination of the **Term**, the **Tenant** will give up the **Leased Premises** to the **City** in the condition that it was required to be kept by the **Tenant** under this **Lease**. The **Tenant** is not entitled to any compensation from the **City** for giving up the **Leased Premises** to the **City**.

20. QUIET ENJOYMENT AND OWNERSHIP OF TENANT'S FIXTURES

20.1 Quiet Enjoyment

If the **Tenant** pays the **Rent** and the other charges under this **Lease**, and performs all its other obligations specified in this **Lease**, then the **Tenant** may possess the **Leased Premises** for the **Term**, without any interruption or disturbance from the **City**. However, nothing in this paragraph 20.1 limits the rights of access for the **City** under paragraph 6.3, or the rights of inspection for the **City** under paragraph 11.1.

20.2 Tenant's Fixtures

At the expiration of the **Term** or earlier termination of this **Lease**, the **Tenant** may remove those fixtures or improvements that are normally removable by tenants and that are not part of the **Leased Premises**. The **Tenant** will immediately repair any damage to the **Leased Premises** caused by any removal of the tenant's fixtures.

If any of the tenant's fixtures are not removed on the expiration of the **Term** or earlier termination of this **Lease**, then the **Tenant** agrees to remove them at its own cost, if requested to do so by the **City**, within seven days of the expiration or earlier termination of this **Lease**. If the **City** does not request that the **Tenant** remove the tenant's fixtures, then on the expiration of the **Term** or earlier termination of this **Lease** all of the tenant's fixtures left behind automatically become the absolute property of the **City** free of all encumbrances.

20.3 City's Right to Further Encumber

The **City** reserves the right to grant an easement, statutory right of way, or restrictive covenant over the **Leased Premises** to any person it sees fit, including itself. The **Tenant** will immediately sign and deliver to the **City** any documents required to give that charge priority over any of the **Tenant's** rights and interests in the **Leased Premises** under this **Lease**.

21. OVERHOLDING

If the **Tenant** occupies the **Leased Premises** after the expiration of the **Term** without another written lease agreement and without objection by the **City**, then the new tenancy created is a tenancy from month to month (not a tenancy from year to year), at a rent agreed upon between the **City** and the **Tenant**. The new month to month tenancy is subject to the promises, obligations and conditions contained in this **Lease** so far as they may be applicable to a month to month tenancy.

22. NOTICES

All notices, demands, and requests given under this **Lease** must be in writing and must be delivered by courier or sent by registered mail to the addresses specified on the title page of this **Lease**. The **City** or the **Tenant** may change addresses by giving notice to the other in accordance with this paragraph. If delivered by courier, then the date of receipt of any notice, demand, or request is the date of actual

delivery. If the notice, demand, or request is mailed by registered mail, then the date of receipt of any notice, demand, or request is agreed to be the third business day after the date of mailing, whether or not the notice, demand, or request is actually received on that day.

23. ENVIRONMENTAL MATTERS

23.1 Compliance with Environmental Laws

The **Tenant** will:

- (a) use the **Leased Premises** only in compliance with all **Environmental Laws**;
- (b) allow the **City** to investigate the **Leased Premises** and the **Tenant's** records at any time to verify compliance with **Environmental Laws** and this **Lease**;
- (c) at the reasonable request of the **City**, obtain at the **Tenant's** cost a report from an independent consultant approved by the **City** verifying compliance with **Environmental Laws** and this **Lease** or the extent of any non-compliance;
- (d) not store, manufacture, dispose, treat, generate, use, transport, remediate, or release **Environmental Contaminants** on or from the **Leased Premises** without receiving prior written consent from the **City**, which consent may be withheld by the **City** in its sole discretion for any reason it sees fit;
- (e) promptly remove any **Environmental Contaminants** from the **Leased Premises** in a way that conforms to **Environmental Laws** governing their removal; and
- (f) immediately notify the **City** in writing of:
 - (i) any enforcement, clean-up, removal, litigation, or other governmental, regulatory, judicial, or administrative action started, contemplated, or threatened against the **Tenant** or the **Leased Premises** under any **Environmental Laws**;
 - (ii) all claims, actions, orders, or investigations started, contemplated, or threatened by anyone against the **Tenant** or the **Leased Premises** relating to damage, contribution, cost recovery, compensation, loss, or injuries resulting from any **Environmental Contaminants** or any breach of the **Environmental Laws**; and
 - (iii) the discovery of any **Environmental Contaminants** or any occurrence or condition on the **Leased Premises** or any land next to or near the **Leased Premises** which could expose the **Tenant**, the **City** or the **Leased Premises** to any fines, penalties, orders, or proceedings under any **Environmental Laws**.

23.2 City Can Make Enquiries

The **Tenant** authorizes the **City** to make enquiries at any time of any governmental authority regarding the **Tenant's** compliance with **Environmental Laws**, and the **Tenant** will give the **City** any other written authorization required for the **City** to obtain that information.

24. LIQUOR SALES

24.1 Liquor License Required

The **Tenant** will not sell or distribute or permit any other person to sell or distribute alcoholic beverages at the **Leased Premises** without first obtaining and paying for a license under the *Liquor Licensing Act* (British Columbia) for the sale and distribution of alcoholic beverages at the **Leased Premises** in the manner contemplated.

24.2 Compliance with License and Alcohol Policy

The **Tenant** will ensure that it and all other persons will at all times comply strictly with all terms and conditions of the liquor license authorizing liquor sales at the **Leased Premises** and with all applicable laws and regulations (including without limitation the restrictions under the City's Alcohol Policy) relating to any such liquor sales.

24.3 Production of Licenses and Notification of Changes

At the request of the **City**, the **Tenant** will provide the **City** with a true copy of all liquor licenses authorizing liquor sales at the **Leased Premises** from time to time, and the **Tenant** will immediately notify the **City** in writing of any change, renewal, cancellation or termination of a liquor license.

25. MISCELLANEOUS

25.1 Time is of the Essence

Time is of the essence in this **Lease**.

25.2 No Modification

This **Lease** may not be changed except by a written agreement signed by the **City** and the **Tenant**.

25.3 Successors and Assigns

This **Lease** is binding on and benefits the **City**, the **Tenant**, the successors and assigns of the **City** and the successors and permitted assigns of the **Tenant**.

THE CITY AND THE TENANT HAVE SIGNED THIS LEASE in the manner and on the dates set forth below.

City of Prince George

by its authorized signatory:

this _____ day of _____, 2010:

(I have the authority to bind the City)

The Prince George Horse Society

by its authorized signatory(ies):

this _____ day of _____, 2010:

(I have the authority to bind the Tenant)

Schedule "A" - Defined Terms

The words defined in this Schedule "A" have the following meanings whenever used in this **Lease**:

- (a) "**Additional Rent**" means the amounts, if any, payable by the **Tenant** under paragraphs 2.2, 2.4, 3.2, 3.4, 5.7, 5.9, 6.3, 6.7 and 14.4, and under Schedule "C", plus any additional amounts which are expressed in this **Lease** to be added to and made part of **Additional Rent**, other than **Basic Rent**.
- (b) "**Basic Rent**" means the sum of ONE THOUSAND (\$1,000.00) DOLLARS per **Year of the Term** plus applicable goods and services tax.
- (c) "**City**" means the City of Prince George.
- (d) "**Commencement Date**" means the 1st day of April, 2010.
- (e) "**Environmental Contaminants**" means any contaminants, pollutants, hazardous, corrosive or toxic substances, flammable materials, explosive materials, radioactive materials, dangerous goods, microwaves, waste, urea formaldehyde, asbestos, noxious substances, compounds known as chlorobiphenyls, special waste, and any other substance or material the storage, manufacture, disposal, treatment, generation, use, transport, remediation, or release of which into the environment is prohibited, regulated, controlled, or licensed under **Environmental Laws**.
- (f) "**Environmental Laws**" means any laws, statutes, regulations, orders, bylaws, permits or lawful requirements of any governmental authority with respect to environmental protection, or regulating, controlling, licensing, or prohibiting **Environmental Contaminants**.
- (g) "**Excepted Out Occupation Period**" means
 1. For the outdoor riding arena, the ten (10) day period commencing the Monday immediately prior to the Prince George Exhibition in each **Year of the Term**. The Prince George Agricultural and Historical Association and the Prince George Horse Society may negotiate a longer occupational period if needed.
 2. For the 40 stalls in the millennium barns and the 30 draft stalls, the ten (10) day period commencing the Monday immediately prior to the Prince George Exhibition in each **Year of the Term**.
 3. For the permanent paddocks, a minimum of twelve (12) paddocks will be made available, the eight (8) day period commencing the Monday prior to the opening of the Prince George Exhibition.
 4. For the blue panels, as of July 1 in each **Year of the Term**, the Prince George Agricultural and Historical Association will provide notice to the Prince George Horse Society as to where they want them left on site. The panels are jointly owned by the Prince George Agricultural and Historical Society and the PG Horse society, and must be kept on Exhibition Park property. Any exception to this must be approved by both parties.

5. Any Capital item/equipment/materials owned by the Prince George Agricultural and Historical Society and not mentioned in this agreement may not be used in any manner without the consent of the Prince George Agricultural and Historical Society.
6. For the Prince George Exhibition barns, the twenty (20) day period commencing ten (10) days prior to the first day of the Fair in each **Year of the Term**. Space in the dairy barn will be allocated for Prince George Exhibition maintenance staff to use as a work area on July 1st prior to the Fair, during the fair and until the Wednesday following the last day of the fair in each **Year of the Term**.
7. The Prince George Agricultural & Historical Association is granted the Rabbit barn, logger sports and a portion of space (a quarter) in the beef barn for year round storage space.
8. For the Agriplex (livestock arena) and the Agriplex parking lot, the eight (8) day period commencing the Monday prior to the opening of the Prince George Exhibition to the public in each **Year of the Term**.
9. with respect to the access road west of the existing paddock area and south of 18th Avenue, in the portion of land formerly known as Parcel Z – the ten (10) day period commencing the Saturday immediately prior to the Prince George Exhibition in each **Year of the Term**. The Prince George Horse Society and the Prince George Agricultural and Industrial Association will meet annually and the Boarders shall have access to the permanent paddocks, shavings bin and manure bin in a manner acceptable to, and facilitated by, the Prince George Agricultural and Historical Association.
10. For the Prince George Horse Society, they will ensure that the back lot of the Horse Society grounds will be clear of trailers by 18:00 on the Sunday prior to the Prince George Exhibition. For the Prince George agricultural and Historical Association, they will ensure that no exhibitors will access the back of the Horse Society grounds prior to the 18:00 on the Sunday ;prior to the Prince George Exhibition.
11. Where applicable, the Prince George Horse Society will leave the building/spaces/areas of occupation by the Prince George Agricultural and Historical Association as clean and bare as possible which include removing refuse, manure, emptying garbage cans; cleaning bathrooms, sweeping out barns, floor spaces, etc., prior to the periods of occupation as set in the agreement. At least one month prior to the opening of the Prince George exhibition, a walk about with representatives' from the City and applicable Exhibition Park tenants will take place to discuss in greater detail. The Prince George Agricultural and Historical Association will return same at the end of their occupation period (s).
 - a. The portable stalls owned by the Prince George Horse Society will be cleared from any barn/space as required by the Prince George Agricultural

and Historical Association prior to the applicable occupation period and replaced again if needed by or at the expense of, the Prince George Horse Society.

12. In the event that a special event is requested on the weekend prior to the Prince George Exhibition in the Agriplex, that the special event organizer would meet with the Prince George Agricultural and Historical Association to discuss their event requirements in which points 1,3,6,7,9, and 10 in (g) “excepted out occupation period” would be discussed in this meeting

(h) "**Lease**" means this lease together with all attached schedules to this lease.

(i) "**Leased Premises**" means all those lands, premises, buildings and improvements in the City of Prince George, in the Province of British Columbia, known municipally as **4199 18th Avenue** and legally known and described as:

PID: 014-258-081

Parcel 1, District Lots 2508 and 2611, Cariboo District, Plan 33840

and

PID: 025-188-411

Block C, District Lot 2508, Cariboo District

as shown outlined in heavy black on Schedule “D” attached hereto

(j) "**Permitted Uses**" means operation of an equine special events and boarding facility and an indoor riding facility for both recreational and competitive equestrian programs. Such programs will be required to:

- service local non-profit groups who host events which occur in the facility, and assist in the coordination of these groups to provide services for special events and ongoing recreational programs;
- provide opportunities for public access through programs with schooling horses;
- ensure facilities remain open to the public through both rental opportunities and public riding;
- work cooperatively with the Prince George Exhibition and other site event hosts;
- service the needs of participants of all abilities;
- service the stabling needs of City of Prince George residents; and
- provide site security;
- implement the principles identified in the Equine Services Review and be willing to incorporate individuals with disabilities into their work plans.

together with any other related activities as set out in the **Tenant's** Constitution and Bylaws and for no other purpose without the express written consent of the **City**.

(k) "**Rent**" means the **Basic Rent**, **Additional Rent**, and any other amounts payable by the **Tenant** under this **Lease**.

(l) "**Tenant**" means The Prince George Horse Society.

(m) "**Term**" means the Five (5) year period commencing on the **Commencement Date** and ending at 11:59

p.m. on the 31st day of March, 2015.

- (n) "**Trustee**" means the person or persons appointed by the **City** for the purposes of paragraphs 5.6 and 5.7.
- (o) "**Unavoidable Delay**" means any circumstances beyond the reasonable control of the **Tenant** and not avoidable by the exercise of reasonable effort or foresight by the **Tenant** with the **Tenant** acting in good faith and without neglect on its part. For the purposes of this **Lease**, the inability of the **Tenant** to meet its financial obligations under this **Lease** is not an **Unavoidable Delay**.
- (p) "**Year of the Term**" means in the case of the first **Year of the Term**, that period of time beginning on the **Commencement Date** and ending at 11:59 p.m. on that day which is a full 12 consecutive months after that, and each subsequent **Year of the Term** will be calculated and determined in the same manner.

Schedule "B" - Tenant's Insurance Limits and Deductibles

(a) Paragraph 5.2

The insurance required under paragraph 5.2 will be in an amount no less than:

Five Million (\$5,000,000.00) Dollars.

The insurance required under paragraph 5.2 will have a deductible amount no greater than:

Ten Thousand (\$10,000.00) Dollars per occurrence.

Schedule "C" - Maintenance and Repair

Paragraphs 6.1 and 6.2

I) The **City**, at the sole expense of the **Tenant**, will:

- a) perform all electrical repairs;
- b) repair the four (4) building heaters located in the main arena, plus the hot water storage tank and boiler located at the south end of the building as requested, other than as set out in section II (a) below.

The **Tenant** will reimburse the **City** on demand for the cost to the **City** in regard to all the above matters, and the **City** may add that total amount to the **Additional Rent**.

II) The **City**, at its own expense, will:

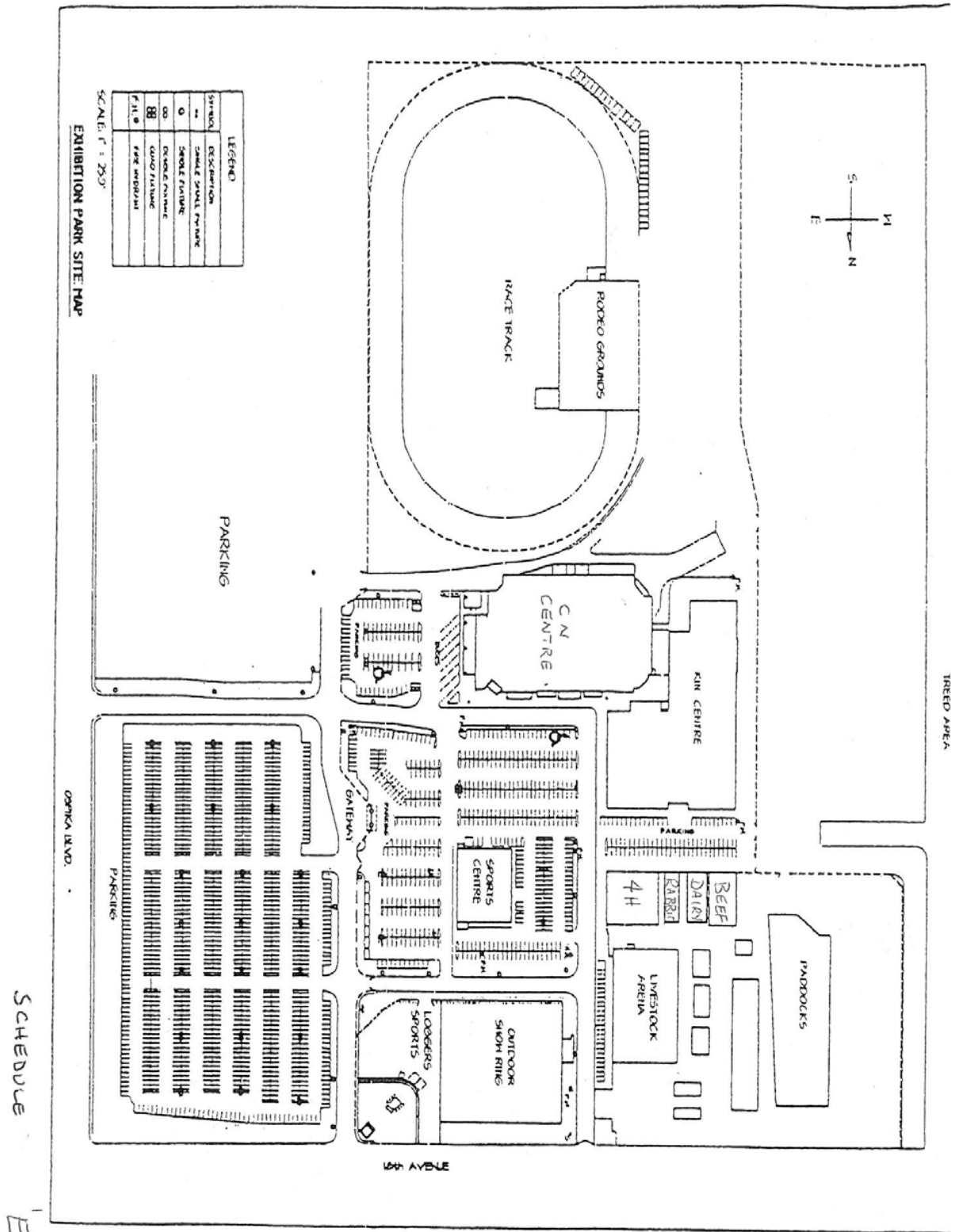
- a) inspect, clean and repair the four (4) building heaters located in the main arena, plus the boiler located at the south end of the building once in each **Year of the Term**;
- b) as determined by the **City** replacement of the hot water boiler and building heaters;
- c) clean outside catch basins along the south end of the livestock arena once in the Spring and once in the Summer in each **Year of the Term**.

If any of the aforementioned items becomes injured or destroyed through lack of regular maintenance, or through the carelessness of the **Tenant**, or its employees, customers, agents, invitees and licensees, then the expense of the necessary repairs shall be borne by the **Tenant** and be payable by it upon demand, and the **City** may add that total amount to the **Additional Rent**.

III) The **Tenant**, at its own expense, will:

- a) Maintain and repair all plumbing and all doors located on the **Leased Premises**.
- b) Supply and replace, as required:
 - i) all light bulbs;
 - ii) all cleaning and general supplies;
 - iii) all sand/salt mixture for winter use on the **Leased Premises**; and
 - iv) all pest control supplies.
- c) Control all pests within the **Leased Premises**;
- d) Remove all manure and garbage, including the garbage contained in the dumpsters, from the **Leased Premises**.

This Schedule "C" may not be changed except by a written agreement signed by the **City** and the **Tenant**.



LEGEND

SYMBOL	DESCRIPTION
▭	CONCRETE BUILDING
○	SEMI-CIRCLE FUTURE
□	RECTANGLE FUTURE
▭	RECTANGLE FUTURE
▭	RECTANGLE FUTURE
▭	RECTANGLE FUTURE
▭	RECTANGLE FUTURE

EXHIBITION PARK SITE MAP

SCHEDULE

E

Reference Date: February 6, 2019

BETWEEN:

CITY OF PRINCE GEORGE

OF THE FIRST PART

AND:

PRINCE GEORGE HORSE SOCIETY

OF THE SECOND PART

L E A S E



CITY OF PRINCE GEORGE

1100 Patricia Boulevard
Prince George B.C.
V2L 3V9

Phone: (250) -561-7600
Fax: (250) 612-5613

Appendix #2: Code of Conduct

Prince George Horse Society

Code of Conduct and Responsibilities

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2 Introduction:

- a. Prince George Horse Society is committed to providing an environment where people value civility, diversity, equity, honesty, respect and dignity in their direct and indirect interaction with one another.
- b. Each individual has the right to participate and work in an environment which promotes equal opportunities and prohibits discriminatory practices.

3 Reason for a Code of Conduct and Responsibility:

This Code of Conduct and Responsibilities is intended to educate and promote accountability amongst the Board of Directors, Employees and Clients of the Prince George Horse Society.

3.1 This Code identifies those behaviours that:

- a. Diminish the dignity of individuals and groups
- b. Make the facility less safe
- c. Are disruptive to events and the normal day to day operation of the facility

4 Application of Code:

This Code applies to the Board of Directors, Employees, Volunteers, the Public, Guests and invited individuals of the Society's user groups.

4.1 This Code applies to:

1. Conduct on the grounds operated by the Prince George Horse Society
2. Events that are hosted by and take place under the control of the user groups of the Society
3. User groups, who are responsible for the conduct of their guests, PGHS expects and requires that they discourage inappropriate behaviour.

4.2 The Prince George Horse Society reserves the right to:

1. Determine whether a matter should be addressed under this Code
2. Take necessary and appropriate action to protect the safety and welfare of individuals who use the facility
3. Determine whether restrictions should be put into place

The Prince George Horse Society may also invoke, in place of or in addition to its own procedures, civil, criminal or other remedies which may be available to it as a matter of law.

5 Guiding Principles:

5.1 The Purpose of the Prince George Horse Society:

The Purpose of the Prince George Horse Society is to provide community leadership programs, services for individuals, groups and associations involved in the equestrian sport(s) as well as to encourage the growth, development and promotion of all aspects of the horse industry relating to leisure, education and competition in Prince George and area.

5.2 Basic Principles:

The Prince George Horse Society operates on certain basic principles to ensure the preservation of a safe and peaceful environment. These principles are the basis of the PGHS policies and regulations. They also reflect the rights and responsibilities of the PGHS and accepted standards of conduct within Canadian society which enjoys a high level of freedom and respect for diversity. The PGHS shares and promotes these values and individual members and those involved with the Society have a responsibility to uphold them.

5.3 Mutual Respect and Diversity:

- a. Prince George Horse Society is committed to promoting a culture of mutual respect. PGHS will uphold the rights and freedoms, free from discrimination and harassment, regardless of race,

ethnicity, sex, sexual orientation or sexual identity, gender identification, disability, religion, nationality, or politics.

b. Inherent in this is a rejection of hatred and intolerance of the identities, beliefs and politics of others.

5.4 A Commitment to Non-violence:

All individuals involved and associated with PGHS are expected to adhere to the principles of peace and non-violence. Physical assault of any kind or threat of violence or harm is illegal and will not be tolerated.

5.5 A Commitment to Justice and Fairness:

All rules and regulations regarding conduct for all parties embody the principles of procedural fairness. Processes will be pursued according to established procedures, fairly, responsibly and in a timely way, reflecting the seriousness of any infractions.

5.6 Security and Safety:

a. The PGHS will act to protect and preserve the security and safety of all members of the Board of Directors, Employees, Volunteers, the Public, Guests and invited individuals of the Society's user groups.

b. When situations arise in which disagreements or conflict becomes a security concern, the PGHS will invoke appropriate processes to protect the safety and well-being of community members.

c. Those found in violation of Prince George Horse Society rules, policies, or the law will be subject to the appropriate sanctions, which may extend to immediate removal from the property and/or contact with law enforcement authorities if required.

5.7 Respect for the Environment:

PGHS is committed to creating and maintaining a secure and sustainable environment where everyone feels a sense of ownership and pride of place. In the broadest sense, everyone is expected to respect the grounds, property and facilities and to support such practices as recycling, waste reduction and energy conservation.

6 Standards of Conduct:

Everyone has rights and responsibilities, in keeping with these rights and responsibilities, everyone associated with the Prince George Horse Society are responsible for conducting themselves in a way that

upholds an atmosphere of civility, diversity, equality and respect in their interaction with each other. We all should strive to make the facility safe and support the dignity of individuals and groups and to uphold collective rights and responsibilities.

6.1 Examples of behaviours that fall below the standard of conduct

Examples of behaviours that fall below the standard of conduct are provided below. This list is not exhaustive but provides examples of breaches of community standards of conduct.

7 The Society will not tolerate:

7.1 Abuse of, or disrespect for, the processes of this Code, such as:

- a. Bringing unfounded complaints with malicious, frivolous or vexatious intent
- b. Failure to comply with the reasonable requests of the Prince George Horse Society
- c. Failure to attend meetings or hearings regarding alleged breaches of this Code
- d. Retaliation against any participant in the Code process
- e. Failure to comply with Code sanctions

7.2 Abuse: Abuse can be physical, emotional or sexual.

7.2.1 Physical Abuse

Using physical force or actions that result, or could result in injury

7.2.2 Emotional Abuse

A pattern of hurting an individual's feeling to the point of damaging their self-respect. It includes verbal attacks on the individual, insults, humiliation or rejection.

7.2.3 Sexual Abuse

A sexual solicitation or advance made by a person in a position to grant or withhold a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or retaliation or a threat of retaliation for the rejection of a sexual solicitation or advance by a person in a position to confer or withhold a benefit or advancement to the person.

7.3 Harassment

Behavior including comments, conduct or gestures which is insulting, intimidating, humiliating, hurtful, malicious, degrading, or otherwise offensive to an individual or group of individuals or which creates an uncomfortable environment, or which might reasonably be expected to cause embarrassment, insecurity, discomfort, offense, or humiliation to another person or group, including, but not limited to: **(for definitions of Harassment and Bullying refer section 16 Appendix page 17)**

1. *Written or verbal abuse or threats;*
2. *Physical assault;*
3. *Unwelcome remarks, jokes, innuendoes, or taunting about a person's body, sexual orientation, attire, age, marital status, ethnic or racial origin, religion, etc.;*
4. *Displaying of sexually explicit, racist or other offensive or derogatory material, sexual, racial, ethnic or religious graffiti;*
5. *Practical jokes which cause awkwardness or embarrassment, endangering a person's safety or negatively affecting performance;*
6. *Hazing or initiation rites;*
7. *Suggestive obscene gestures;*
8. *Intimidation;*
9. *Condescension, paternalism, or patronizing behavior which undermines self-respect or adversely affects performance or working conditions*
10. *Conduct, comments, gestures or contact of a sexual nature that is likely to cause offense or humiliation or that might, on reasonable grounds, be perceived as placing a condition of a sexual nature on employment or any opportunity for selection, training or advancement;*
11. *False accusations of harassment motivated by malice or mischief, and meant to cause other harm, is considered harassment;*
12. *Sexual harassment, as further described in section 7.4*
13. *Acts of retaliation towards an individual making an harassment complaint as described in section 15.11*

7.3.1 Improper behaviour

1. *Any improper behaviour that is directed at or offensive to any person, is unwelcome, and which the person knows or ought reasonably to know would be unwelcome or*
2. *Objectionable conduct, comment, materials or display made on either a one-time or continuous basis that demeans, belittles, intimidates or humiliates another person*

7.4 Sexual Harassment

- a. One or a series of incidents involving unwelcome sexual advances, requests for sexual favours, or other verbal conduct of a sexual nature:

- b. When such conduct might reasonably be expected to cause embarrassment, insecurity, discomfort, offense, or humiliation to another person or group;
- c. When submission to such conduct is made either implicitly or explicitly a condition of employment;
- d. When submission to or rejection of such conduct is used as a basis for any employment decision (including, but not limited to, matters of promotion, raise in salary, job security, or benefits affecting the employee;
- e. When such conduct has the purpose or the effect of interfering with a person's work performance or creating an intimidating, hostile or offensive work environment.

7.5 Confidentially

- a. In all reported instances, a prompt, thorough, fair investigation will take place giving careful consideration to protect the rights and dignity of all people involved.
- b. In order to protect the privacy and reputation of all parties involved in a complaint, each person must hold all details of the complaint in confidence throughout all stages of the process.
- c. Only those people involved with complaint will have access to specific information except when disclosure on a "need-to-know" basis is necessary.
- d. No records of a complaint will be placed on the personnel file of an employee unless the remedies involve discipline.

8 The Process for Dealing with a Complaint:

8.1 Harassment Complaint:

If confronting the Respondent is not possible, or if after confronting the Respondent the conduct continues, the Complainant should seek the advice of the Facility Manager (or any Board Member).

8.2 Complaint of Breach of Code:

Any member of the Board of Directors, Employee, Clients of the Prince George Horse Society or the Public can file a complaint alleging a breach of community standards under this Code.

8.3 Filing a Complaint:

- a. The complaint must be in writing with the Complainant's name attached to it. All complaints should be emailed to: pghscomplimentsandcomplaints@gmail.com

- b. An incident report or a security report may constitute a complaint.
- c. Anonymous complaints will not be taken forward.

8.4 The complaint shall contain:

- a. Name and contact information regarding the Complainant
- b. Name and contact information regarding the Respondent (if known)
- c. Date of the Incident(s)
- d. Location of the Incident(s)
- e. Witness(es) indicating if witness(es) were present during the incident (if applicable)
 - a. A statement in writing outlining the details of the incident(s)
 - b. Suggestion as to how you would like the incident(s) be resolved.

9 Bringing the Complaint to the Attention of the Society:

When a written and signed complaint is received by the Facility Manager or a Member of the Board of Directors, the complaint will be brought to the attention of the President and at the discretion of the President will appoint an Investigator and Assistant to investigate the complaint.

9.1 Informing the Complainant:

The Investigator and Assistant shall meet with the Complainant and inform them of:

1. The options of pursuing an informal resolution of the complaint.
2. The right to make a formal written complaint under this policy when an informal resolution is inappropriate or not feasible,
3. The availability of counseling and other resources,
4. the confidentiality provisions of this policy.
5. The right to be represented by a person of choice (including legal counsel) at any stage in the complaint process,
6. Other avenues of recourse including the right to file a complaint with the B.C. Council of Human Rights or, where appropriate, to contact the police where the conduct may be an offense pursuant to the Criminal Code.

10 Pursuing the Complaint:

Following the initial meeting between the Complainant and the Investigators, any of the following steps may be taken:

10.1 Harassment:

1. If the Complainant and the Investigators agree that the conduct does not constitute harassment, the Investigator will take no further action and will make no written record of the complaint.
2. If the Complainant wishes to proceed with a complaint investigation, the Investigators will conduct a formal investigation.
3. If the Investigators believes that there is sufficiently convincing evidence of harassment prior to an investigation, but the Complainant does not wish to proceed with a complaint investigation, the following steps may be taken:
 - i. If the Complainant wishes to pursue an informal resolution of the complaint, the Investigator will meet with the Respondent with a view to obtaining an apology and an assurance that the offensive conduct will not be repeated.
 - ii. If the Complainant does not wish to pursue an informal resolution of the complaint, the Investigator may, nevertheless, take either of the following steps:
 - A. The Investigators may meet with the Respondent with a view to obtaining an apology and an assurance that the offensive conduct will not be repeated. In the case of a meeting pursuant to this clause, the Investigators will make every reasonable effort to protect the identity of the Complainant. If the Investigators are satisfied that the complaint has been resolved through this informal process, the Investigators will take no further action on the complaint. If the Investigators are not satisfied that the complaint has been resolved through this informal process, then the Investigators may conduct a formal investigation.

10.2 Breach of Code:

When a written and signed complaint is received by the Facility Manager or a Member of the Board of Directors, the complaint will be brought to the attention of the President and at the discretion of the President will appoint an Investigator and Assistant to investigate the complaint.

10.2.1 Investigation by the Investigators will:

1. Review and clarify the Complainant's written complaint.
2. Give a written copy of the complaint to the Respondent and the Complainant.

10.2.2 Respondent:

The Respondent will provide a written response to the Investigators within ten (10) days of receiving the written complaint. If there are special circumstances, the Investigators may extend the time for response.

10.2.3 The Investigators:

The Investigators will receive and clarify the response from the Respondent. Within ninety (90) days of receiving the initial written complaint, the Investigators shall conduct an investigation and prepare a written Investigation Report. (The Investigators may extend this time due to circumstances)

10.2.4 All Investigations:

All investigations stemming from this complaint shall follow the principle of natural justice, which states that:

1. Everyone has the right to a fair hearing while determining whether an infraction has been committed.
2. The issues should be clearly and concisely stated so that the respondent is aware of the essentials of the complaint.
3. The respondent has a right to have a representative present his or her case.
4. Relevant information must be available to all parties.
5. The respondent has the right to call and cross-examine witnesses.
6. The respondent has the right to a written decision following the judgment.
7. The respondent has the right to appeal a decision (if there are grounds).
8. The decision-maker has a duty to listen fairly to both sides and to reach a decision untainted by bias.

10.2.5 Time Limit:

In the case of adults there will be a time limit of 1 year (365 days) from the time of the alleged harassment to the time when the complaint is brought forward.

11 The Investigation Report

The Investigation Report from the Investigators should contain:

1. A summary of the relevant facts.
2. A determination as to whether the acts in question constitute harassment as defined in this policy.
3. If the act(s) constitute harassment, a recommended disciplinary action against the Respondent.

11.1 Recommending Disciplinary Action:

When recommending disciplinary action to be taken, the Investigators shall consider factors such as:

1. The nature of the harassment.
2. Whether the harassment involved any physical contact.
3. Whether the harassment was an isolated incident or part of an ongoing pattern.
4. The nature of the relationship between the Complainant and the Respondent.
5. The relative age of the Complainant and/or Respondent.
6. Whether the Respondent had been involved in previous harassment incidents.
7. Whether the Respondent retaliated against the Complainant.

12 The Discipline Committee

- a. On completion of the report, the Investigators shall forward a copy of the Investigation Report to the President
- b. The President shall receive the Investigation Report as prepared by the Investigators.
- c. After considering the Investigation Report, the President will strike a Discipline Committee of three (3) people who are deemed to be impartial, nonjudgmental and have no conflict of interest or personal association with any person involved in the complaint.

12.1 The Discipline Committee shall:

1. Decide as to whether the Respondent has engaged in conduct constituting harassment; or the respondent was falsely accused and
2. If the Discipline Committee determines that Respondent has engaged in conduct constituting harassment, order such disciplinary action to be taken against the Respondent as is appropriate in the circumstances.
3. If the Discipline Committee determines the respondent was falsely accused, order such disciplinary action against the Complainant as is appropriate in the circumstances.

12.2 Imposing Disciplinary Action:

When imposing disciplinary action against the Respondent or the complainant pursuant to sub-paragraph 6.16(b), the Disciplinary Committee may impose such disciplinary action as it considers appropriate in the circumstances which may include, but is not limited to:

1. A verbal apology
2. A written apology
3. A fine or levy
4. Barred from the premises
5. Removal of certain privileges or employment
6. Pay cut

7. Temporary suspension with or without pay
8. Termination of employment of contract
9. Probation period with conditions

12.3 Notice of Decision:

The Disciplinary Committee shall, not more than 10 days after it makes its decision will send a notice to the Complainant and the Respondent.

13 Appeals:

An appeal may only be heard if there are sufficient grounds for the appeal. Sufficient grounds for appeal are restricted to the following

1. The Prince George Horse Society failing to follow procedures set out in the harassment policy
2. The Disciplinary Committee's decision was influenced by bias
3. The Disciplinary Committee's decision was based on a misunderstanding of the evidence
4. The Disciplinary Committee's decision was unreasonable based on the facts and circumstances

13.1 A Complainant or Respondent who is dissatisfied with the decision:

A Complainant or Respondent who is dissatisfied with the decision of the Discipline Committee may initiate an appeal. He or she will serve the President with a Notice of Appeal and Request for Hearing not more than 30 days after the date she or he receives notice of the Disciplinary Committee's decision.

13.2 The Notice of Appeal and Request for Hearing:

The Notice of Appeal and Request for Hearing shall be in writing and shall set out the grounds for appeal, and facts in support of the grounds for appeal.

13.3 Hearing Notice:

The President will have a copy of the Hearing Notice sent by registered mail or courier with a request of signature to the last known addresses of the Complainant and Respondent. The Hearing Notice will be sent at least 30 days in advance of the scheduled Hearing and shall:

1. Specify the date, time, and location of the Hearing
2. Set out any rules of procedure that will govern the Hearing
3. Advise the parties that they should bring with them to the Hearing all relevant witnesses and other evidence they wish to be considered
4. Advise the parties that they have the right to be represented by counsel at the Hearing; and
5. Request advance disclosure of evidence/witnesses (this step is optional, and at the discretion of the President)

13.4 Conduct An In-Camera:

The President will conduct an in-camera meeting of the Directors of the Society to bring forward the complaint, investigative report, disciplinary committee's recommendations, any supporting evidence and strike an Appeal Panel composed of three (3) individuals chaired by the President or designate.

13.5 Appeal Panel:

The Appeal Panel may consider into evidence the Investigator's Report, the Disciplinary Committee's decision and any other relevant evidence presented at the Hearing

13.6 Appeal Panel Notice:

Within 10 days after completing a Hearing, the Appeal Panel shall send notice of its decision, by registered mail or courier requiring a signature, to the last known addresses of the of the Complainant and Respondent and report back to directors at the next directors meeting.

14 Minors:

If the Complainant is a minor, the complaint may be brought forward by a "Responsible Adult". The Responsible Adult will have the right to act on behalf of the Complainant throughout the complaint process, including receiving all notices on behalf of the Complainant; being present at all dealings with the Complainant.

14.1 If The Respondent Is A Minor:

If the Respondent is a minor, the following shall apply to making a complaint;

1. If the complaint is referred to Investigators for investigation:
 - i. a copy of the written complaint shall be forwarded to a parent or guardian of the Respondent if such person is known.
 - ii. The Respondent shall be advised that he/she has the right to be represented by a Responsible Adult.
 - iii. The Respondent's designated Responsible Adult will have the right to act on behalf of the Respondent throughout the investigation process, including:
 - A. Responding to a written complaint
 - B. Receiving all notices of behalf of the Respondent; and
 - C. Being present at all dealings with the Respondent.

14.2 Attempting an Informal Resolution of a Complaint:

If the Investigator is attempting an informal resolution of a complaint, the Investigator may speak to the Respondent directly concerning the complaint PROVIDED THAT prior to speaking to the Respondent the Investigator shall inform the Respondent that he/she may have a Responsible Adult present during the meeting.

15 Definitions:

15.1 Complainant

An employee, athlete, coach, official, member or other participant of the Prince George Horse Society activities, who thinks he or she has been harassed

15.2 Respondent

The perpetrator of the action(s) which the Complainant thinks constitutes harassment.

15.3 Representation

A person acting in a supportive role for either the Complainant or Respondent during the informal or formal attempt at resolution; representatives are entitled to observe the proceedings and advise on the form or context of answers during questioning. The Representative will not cross-examine or speak on their behalf.

15.4 Investigator

An individual appointed by the President to investigate the complaint and who is impartial, nonjudgmental and has no conflict of interest or personal association with any person involved in the complaint. Investigators may be appointed from outside of the society.

15.5 Assistant

An individual appointed by the President to collaborate with the Investigator in the investigation the complaint and who is impartial, nonjudgmental and has no conflict of interest or personal association with any person involved in the complaint. Assistant may be appointed from outside of the society.

15.6 Investigators

Investigator and Assistant working together to accomplish the task of investigating the allegation of harassment.

15.7 Discipline Committee

From the Direction of the President a Discipline Committee will be struck and be comprised of three (3) people who are deemed to be impartial, nonjudgmental and has no conflict of interest or personal association with any person involved in the complaint. The President will be the chair of the committee. After the work of the committee has been completed as referred to in paragraph 7 the committee will step down.

15.8 Appeal Panel

In an In Camera Directors meeting of the Prince George Horse Society an Appeal Panel shall be struck up and comprised of at least three (3) individuals appointed by the Directors. No members of the Appeal Panel shall have any personal or professional involvement with either the Complainant or Respondent and no prior involvement with the matter under appeal. The Appeal Panel will be chaired by the President or designate.

15.9 Investigation Report

The product of an investigation completed by the Investigator and Assistant including, but not limited to, a summary of details, determination of harassment, and recommended disciplinary action if harassment is found.

15.10 Responsible Adult

Where the Complainant or the Respondent is a minor, a parent, guardian, or other adult of the minor's choice, who may speak on behalf of the minor Complainant or minor Respondent, as referred to in section 13.

15.11 Board of Directors

A person who has been elected to the Prince George Horse Society through their respective organizations either as the representative or the alternate, as well as any directors at large appointed by the Society for the time being.

15.12 Employee

A person working for the Society either full-time or part time or in an interim basis.

15.13 Volunteer

A person who performs or offers to perform voluntary service for or on behalf of the Society or for or on behalf of member organization

15.14 Guest

An invited person, instructor, judge, professional, etc. who attends or participates in an event taking place on the grounds operated by the Prince George Horse Society

15.15 Invited Individual

A person who is participating in an event hosted by a member organization which has undertaken all the responsibilities of ensuring the rules and policies of its parent organization and the Prince George Horse Society are understood by the invited individual are reasonable and under the rules of natural justice.

15.16 Public

The Community or people in general who are on the grounds administered by the Prince George Horse Society.

15.17 Retaliation

Retaliation or threats involving harassment or discrimination cases are not tolerated and will be treated as harassment. Retaliation constitutes the following:

1. Acts designed to punish an individual who has reported discrimination or harassment
2. Threats designed to dissuade an individual from reporting discrimination or harassment
3. Acts or threats to punish an individual who has rejected sexual advances

16 Appendix

16.1 Example of investigation process

- Review background documentation - policies, procedures, evidence already taken in response to the complaint.
- Inform all parties of the process and timelines.
- Compile questions for interviews.
- Interview complainant, determine if the behaviour meets the definition of workplace harassment. Why? How?
- Interview other parties to the complaint.
- Obtain any corroborating evidence.
- Interview respondent (alleged harasser).
- Assess evidence.
- Prepare investigation report.
- Inform parties of outcomes of investigation.
- Implement actions.

17 Definition of Harassment and Bullying

Canadian Human Rights Commission

17.1 IDENTIFYING HARASSMENT

17.1.1 Unwelcome behaviour that demeans, humiliates, or embarrasses

Harassment is any behaviour that demeans, humiliates or embarrasses a person, and that a reasonable person should have known would be unwelcome. It includes actions (e.g. touching, pushing), comments (e.g. jokes, name-calling), or displays (e.g. posters, cartoons). The *Canadian Human Rights Act* prohibits harassment related to race, national or ethnic origin, colour, religion, age, sex, marital status, family status, disability, pardoned conviction, or sexual orientation.

Disrespectful behaviour, commonly known as "personal" harassment is not covered by human rights legislation. While it also involves unwelcome behaviour that demeans or embarrasses an employee, the behaviour is not based on one of the prohibited grounds named above.

17.1.2 Unwanted sexual behaviour

Sexual harassment includes offensive or humiliating behaviour that is related to a person's sex, as well as behaviour of a sexual nature that creates an intimidating, unwelcome, hostile, or offensive work environment, or that could reasonably be thought to put sexual conditions on a person's job or employment opportunities. A few examples would be questions and discussions about a person's sexual life; touching a person in a sexual way; commenting on someone's sexual attractiveness or sexual unattractiveness; persisting in asking for a date after having been refused; telling a woman she belongs at home or is not suited for a particular job; eyeing someone in a suggestive way; displaying cartoons or posters of a sexual nature; writing sexually suggestive letters or notes.

Sexual harassment is frequently more about power than about sex. It occurs in situations where there is unequal power between the people involved and is an attempt by one person to assert power over the other. Harassment can also occur when an individual is in a vulnerable position because he or she is in the minority - the only woman, member of a visible minority, aboriginal person or person with a disability - and is, for example, ostracized by colleagues.

17.1.3 Abuse of authority

Abuse of authority occurs when a person uses authority unreasonably to interfere with an employee or the employee's job. It includes humiliation, intimidation, threats, and coercion. It does not include normal managerial activities, such as counselling, performance appraisals, and discipline, if these are not done in a discriminatory manner. Abuse of authority unrelated to a prohibited ground is not covered by human rights legislation. Nonetheless, some employers state in their anti-harassment policies that abuse of authority will not be tolerated.

Public Safety Canada

18 What is Bullying?

Bullying is characterized by acts of intentional harm, repeated over time, in a relationship where an imbalance of power exists. It includes physical actions (punching, kicking, biting), verbal actions (threats, name calling, insults, racial or sexual comments), and social exclusion (spreading rumours, ignoring, gossiping, excluding) (Pepler & Craig, 2000; Ma, Stewin & Mah, 2001). Boys tend to be more likely to bully and be bullied, usually in the form of a physical attack and exhibition of aggressive behaviour. Alternatively, girls appear to be more prone to indirect bullying in the form of social isolation, slandering and the spreading of rumours (Marcel T. Van der Wal, et al., 2003).

Punching, shoving and other acts that hurt people physically

Spreading bad rumours about people

Keeping certain people out of a group

Teasing people in a mean way

Getting certain people to "gang up" on others

The four most common types of bullying are:

Verbal bullying - name-calling, sarcasm, teasing, spreading rumours, threatening, making negative references to one's culture, ethnicity, race, religion, gender, or sexual orientation, unwanted sexual comments.

Social Bullying - mobbing, scapegoating, excluding others from a group, humiliating others with public gestures or graffiti intended to put others down.

Physical Bullying - hitting, poking, pinching, chasing, shoving, coercing, destroying or stealing belongings, unwanted sexual touching.

Cyber Bullying - using the internet or text messaging to intimidate, put-down, spread rumours or make fun of someone.

Harassment Complaint Form

Name:		
Address:		
Phone no. :		
Date(s) of incident(s)		
Name of Respondent:		
Time(s) and location(s) of incident(s)		
Nature of Offence(s)		
Name(s) of witness(es) if any:		
Suggestion as to how you would like the incident(s) be resolved.		

Complainant's Signature:			
If Complainant is Minor, Guardians Signature:			
Date:			
Name of Person Receiving the Complaint:			
Date:		Time:	

Appendix #3: Rate Book

Boarding Rates (per month)

Base Rate	\$290	Includes paddock with shelter, hay stall, space for tack box if available
Add on: Millennium Barn Stall Oct 1 – Apr 30	\$ 65	If available, first-come, first-serve
Add on: Draft Stall – Oct 1 – Apr 30	\$ 30	If available, first-come, first-serve
Add on: Additional Hay Storage	\$ 35	If available, applies to hay stall or community barn
Add on: Trailer Parking	\$ 25	Numbered parking spaces available
Discount: Annual Boarding Agreement – 12 months	10%	Discounted on base rate only
Discount: Seniors Discount (65+)	10%	Discounted on base rate only
Discount: Boarder Provided Shelter	\$ 20	
Damage Deposit	\$100	Must be paid before boarding commences
Electrical, Barn #1	\$ 15	
Tack Box Rental	\$ 25	If available
Facility Improvement Fee	2.5%	
**All of above rates are subject to GST		



User Group Rental Rates

Arenas & PGX Barn

Indoor Livestock Arena	\$57.20	Hourly
	\$475	Daily – based on up to 9 hours
	\$600	24 hours – please contact the office if outside gate access is required during midnight and 5 am
Front Outdoor Arena	\$40	Hourly
	\$300	Daily – based on up to 9 hours
	\$450	24 hours – overnight equipment watch is available upon request. Please contact the office
PGX Barn	\$40	Hourly
	\$150	Daily – based on up to 9 hours
	\$250	24 hours
	\$300	Monthly
Cow Barn	\$225	Monthly
Damage Deposit	\$500	
** All above rates are subject to GST and a 2.5% improvement fee		



Additional Fees

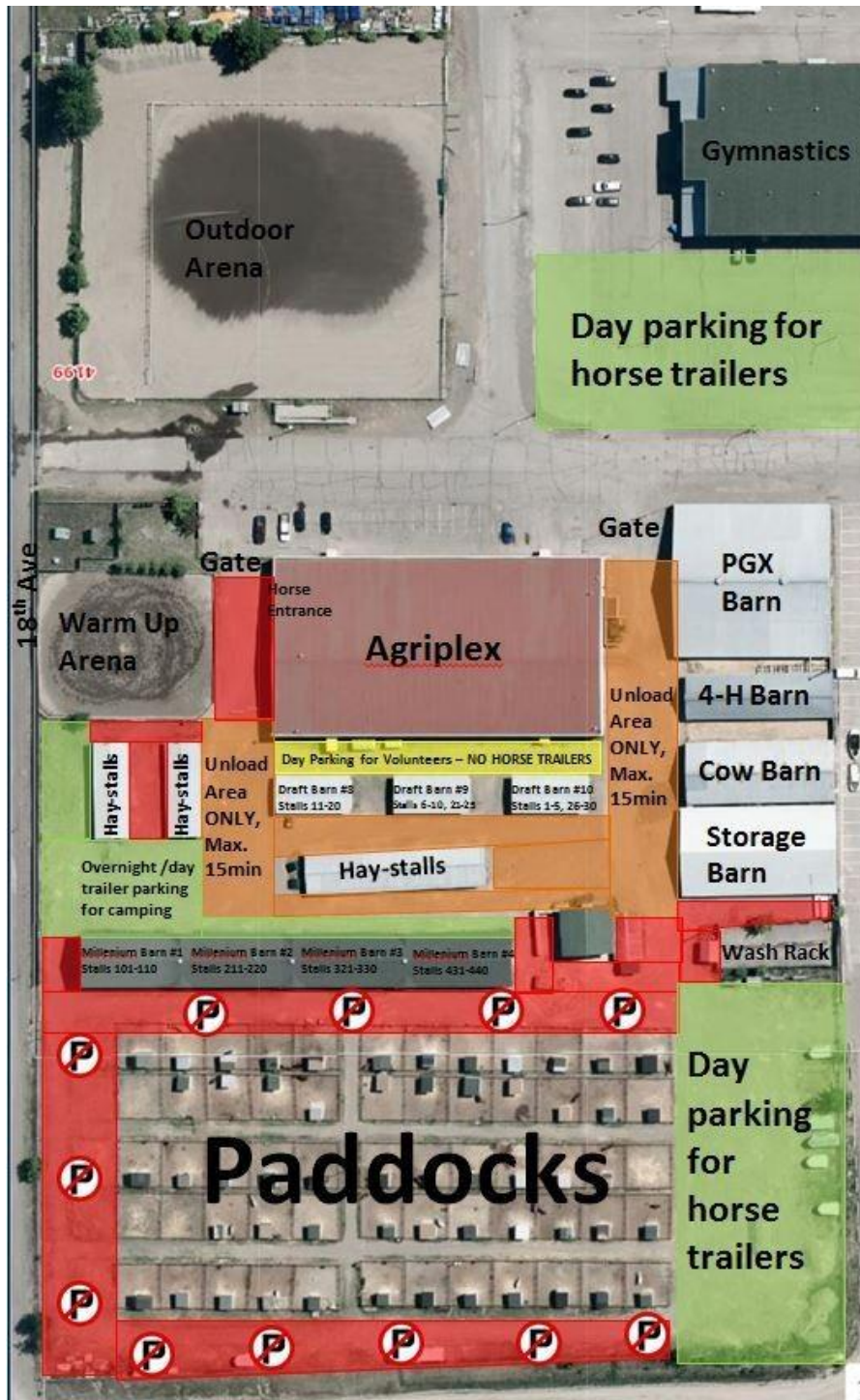
Stalls – with event rental	\$35	(event administers) First night includes 2 bags of shavings
	\$40	(PGHS administers) First night includes 2 bags of shavings
Stall Cleaning Fee	\$35	Per stall
Shavings	\$6.75	Per bale – subject to change if our cost increases
Additional Harrowing	\$60	Per hour
Camping – with hydro	\$20	Per night
Camping – without hydro	\$15	Per night
Sound Room Rental	\$25	Daily – includes microphone
	\$50	Weekend – includes microphone
Concession/Kitchen	\$25	Daily
Staff Labour	\$50	Hourly
Staff Labour with Equipment	\$100	Hourly
Tractor Rental for Harrowing	\$60	Hourly
	\$150	Half day
	\$275	24-hour
Meeting Room		Free for user groups
Manure Disposal	Varies	Event is charged at PGHS cost of removal of their event waste
Facility & Grounds Clean-up	\$50	Hourly – Post event as identified during the post-event inspection process
Water Hydrant		This service to be requested in advance. The charge is based on what the City charges PGHS
** All above rates are subject to GST and a 2.5% improvement fee		



Public Rental Rates

Indoor Livestock Arena	\$75	Hourly
	\$500	Daily – based on up to 9 hours
	\$750	24-hour
Outdoor Arena	\$40	Hourly
	\$350	Daily – based on up to 9 hours
	\$450	24-hour
PGX Barn	\$50	Hourly
	\$175	Daily – based on up to 9 hours
	\$800	Monthly
Stall Rentals – per night	\$35	Millennium Barn or Draft Stall
	\$40	Paddock
Kitchen	\$50	Daily
	\$100	Weekend
Meeting Room	\$50	Hourly
	\$125	Daily
Drop-in Fee – Adult	\$20	Per horse, per hour (inc. GST)
Drop-in Fee – Youth Under 13	\$15	Per horse, per hour (inc. GST)
Riding Pass – 1 month/1 horse	\$78.75	Includes GST
Riding Pass – 1 month/2 horses	\$131.25	Includes GST
Riding Pass – 6 months/1 horse	\$288.75	Includes GST
Riding Pass – 6 months/2 horses	\$472.50	Includes GST
Camping – with hydro	\$20	Per night
Camping – without hydro	\$15	Per night
Haul-in Fees – vet/chiro/farrier	\$20	Per occurrence
Short-term Stabling	\$150	Weekly
**Above rates are subject to GST where not included & 2.5% improvement fee		

Appendix #4: Parking Map





Appendix #5: Eviction Policy

The Prince George Horse Society (PGHS) endeavors to create a safe and enjoyable atmosphere for all users. To achieve this goal, the rules are posted in the arena and expectations about use and behavior are stated in boarding and facility rental contracts, and the instructors' manual. It may be necessary from time to time when violations occur, to remind the offending users of their responsibilities. In such cases, the PGHS shall follow this policy.

- 1) The Facility Manager implements the policy on behalf of the Board of Directors.
- 2) This policy takes effect only when a written report has been submitted to the PGHS; and/or a PGHS staff person observed the offending behavior.
- 3) The policy applies to all users, regardless if the offender is a boarder, drop-in rider, member of a user group, instructor or a visitor.
- 4) The person reporting the offense will remain anonymous.
- 5) The offending behavior will be described to the individual, including the date and place of the incident. The PGHS will offer to meet with the individual to discuss the incident and find solutions. If a satisfactory outcome is not achieved, the PGHS will pursue the following steps.
- 6) For the first offence, the individual will receive a written warning.
- 7) For the second offence, the individual will receive a one-week suspension of user privileges.
- 8) For the third offence, the individual will be given up to one-year suspension of user privileges, and a warning that further offences will result in an eviction.
- 9) For any additional offences, the individual will receive a written eviction notice; the duration to be determined by the Board of Directors, including up to one year or permanently.
- 10) If the Board of Directors considers the offending behavior to be extreme or severe in nature, it may take immediate action.
- 11) If the individual in question owes the PGHS any monies or has caused the PGHS to incur expenses because of or cause of the eviction, these costs must be paid in full before the PGHS will reinstate the individual's privileges.
- 12) The PGHS will keep records regarding an individual's offence(s) for a maximum of two years; and may keep the records indefinitely in the case of a permanent eviction. The records will

be kept in a secure place, accessible only by the President, the President's designate, and/or the Facility Manager.

Date Approved: January 18, 2011

Date Revised: March 15, 2011



Appendix #6: Facility Rental Policy

PRINCE GEORGE HORSE SOCIETY

FACILITY RENTAL POLICY

The purpose of this policy is to provide the criteria which will enable the PGHS to continue to service our present customers and is the result of an ever-increasing demand for the rental of the Agriplex from amongst both existing and new clientele.

Definitions:

“PGHS Member Groups” means local, established clubs or groups, who have, historically and regularly utilized the Agriplex, and have become reliant on the Agriplex facilities for their ongoing activities to meet both leisure and competitive needs. The scheduling meeting for arena rental time is the 3rd Monday of September for all member groups facilitated by the PGHS Facility Manager. These members are recognized as being the following clubs or groups:

PGHS Member Groups

- Prince George Rodeo Association
- North Central BC CADORA Club
- Prince George Reining Horse Association
- Top Dog Agility, Obedience & Flyball Association
- Prince George Therapeutic Riding Association
- BC Interior Hunter Jumper Association
- Exhibition Park Boarders

“Secondary Users” means those groups or individuals who are not a PGHS Member Group and have started to utilize the Agriplex facilities through Arena Rentals.

“Open Riding Times” means those periods when there is not an Arena Rental, Boarders Riding Time or Schooling Horse Program scheduled at the Agriplex. The PGHS has an obligation to ensure that Open Riding Time is set aside to accommodate public riding.

“Transition Period” – this is the ½ hour of time, as set out on the scheduling calendar, which accommodates prior usage riders to exit from the facility, and allows entry of ensuing usage riders, along with the setting up or taking down of equipment associated with prior/ensuing rentals.

“Summer Season Arena Rental is for the period between May 1st and September 30th of each year.

“Winter Season Arena Rental” is for the period between October 1st and April 30th of each year.

“Youth” means those persons 18 years of age and younger.



THE FACILITY MANAGER WILL ENDEAVOR TO SCHEDULE ARENA RENTAL OPPORTUNITIES, USING THE FOLLOWING GUIDELINES:

- 1.1 a) Primary Member Rental Groups will have the scheduling meeting held the 3rd Monday in September annually. A user group may opt not to utilize their full allotment of time.
 - b) Secondary Users may have made available to them rental time available after the Primary Member Groups have booked their times.
- 1.2. Rental requests received after the annual request deadline may be treated as new, additional rental request time and outside of the initial allotted hours.
- 1.3. Note: allocation of subsequent arena rental bookings may be made available at the discretion of the Facility Manager, with due consideration being given to non-primary/secondary user groups, in a fair and unbiased manner.
- 1.4. Arena Rental times are not subject to change within 7 days of the start of the rental, except in exceptional circumstances (i.e. extreme weather, disease), and it is at the discretion of the Facility Manager whether cancellation charges will be applied.
- 1.5. The Prince George Horse Society, at the discretion of the Facility Manager, reserves the right to reschedule Arena Rentals, in order to accommodate a Special Event/Major Rental, provided that 45 days' notice is provided to the affected user group(s), if such re-scheduling occurs.
- 1.6. The Prince George Horse Society is not obligated to provide any special services to the renter, unless the rental is for a Special Event/Major Rental. Fees may vary according to the services being provided.
- 1.7. Deposits
 - a) for Arena Rentals are to be provided by the Renter 45 days prior to the start date of the rental. Failure to do so may result in the loss of the rental booking.
 - b) Deposit Fees are \$500.00.
- 1.8. The Renter is responsible for ensuring that the rental times are strictly adhered to regarding the event starting and finishing within the allotted time frames, including the set up and take down equipment. Any rental times exceeding the actual booked time will result in the hourly rate being charged for every hour or portion thereof that the group/individual goes over.
- 1.9. Event participants will have access to the rented area only during the allotted times of such rental.
- 1.10. Use of the Transition Period for the setting-up or taking-down of equipment related to an Arena Rental will be provided at no charge to the Renter. However, if time needed extends beyond the Transition Period, then the Renter will be charged at the applicable rate for the extra time needed.



1.11. Conduct of Rental Participants

- a) The Renter is responsible for ensuring that event participants adhere to the rules and policies related to the use of the facility.
- b) The Renter is responsible for ensuring that the facility is left in a clean a condition (i.e. all manure picked up, bleachers and rooms free of beverage/food containers, etc.) Failure to do so will result in the Renter being held responsible for costs incurred by the Facility for any cleaning up or repairs.
- c) Renters or event participants failing to properly conduct themselves will result in the loss of damage deposits and loss of future rental opportunities.
- d) Responsible for supervision of children under 12 years. Participants are to be limited to rental areas. Paddocks are not, at any time, part of any rentals.
- e) Signed PGHS Code of Conduct attached.

1.12. Scheduling Procedures for Arena Rentals

- a) An annual Request for Arena Rental will be sent to all PGHS Member Groups via email indicating a date and time for the annual Winter User Group meeting.
- b) Requests are to be received by the given deadline and will be reviewed by the Facility Manager who will then create calendars where all requested dates will be entered.
- c) The Facility Manager will then provide all applicants with due notice of the annual scheduling meeting, which will also include a copy of the proposed scheduling calendar for the upcoming rental season. This Package will also include notification of any rate or policy changes, and any other information which the Facility Manager deems appropriate.
- d) The Facility Manager will provide all applicants with the means to double check all date entries, and a copy of the final draft of the seasons scheduling calendar, within 40 days after the meeting has been held.



Appendix #7: Facility Rental Agreement

FACILITY RENTAL AGREEMENT

PO Box 2881, Prince George, BC V2N 4T7

Between

_____ (The Renter)

And

The Prince George Horse Society
(Hereinafter referred to as "PGHS," "the facility" or "Society")
PID: 014-258-081 Parcel 1, District Lots 2508 and 2611, Cariboo District and Plan 33840
PID: 025-188-411 Block C, District Lot 2508, Cariboo District

This agreement is made and entered into this _____ day of _____, 2024 between
the _____ and the Prince George Horse Society.

WHEREAS

The Prince George Horse Society is the facility operator of lands and buildings described in this agreement (hereinafter referred to as the "facility") and rents on the terms and conditions contained herein.

The renter desires to use the facility and the society desires to permit the use of the facility by a rental agreement on the terms and conditions contained herein.

NOW THEREFORE, the parties hereto covenant, agree, and promise each with the other, as follows:

RENTAL DATES

The dates and times of use under this rental agreement are as follows:

Start Time (date and time): _____

End Time (date and time): _____

INSURANCE AND LIABILITY

It is understood in this facility rental agreement that this event is covered under the insurance and liability insurance of the renter for the duration of the rental period. Insurance must be a minimum \$5,000,000 Commercial General Liability.

The renter has provided a copy of their valid insurance (attached) prior to the event rental date that includes the following:

Insurance Company Name: _____

Policy #: _____

Expiry Date: _____

The renter hereby acknowledges that the society, its servants, or agents, are not responsible or liable for the supervision of horses, livestock or equipment owned by event attendees. Neither the society nor its servants shall be liable for any injury or death of a person or animal including any other loss or damage of vehicles, equipment, or property of any kind while participating in an event at the facility.

The renter will indemnify and save harmless the society and the City of Prince George from all claims, demands, suits, liabilities, costs (including legal costs as between solicitor and client) or actions of any kind or nature arising out of the renters' use of the facility.

The renter will not add any type of material onto any arena surface or make any alterations to the premises without the expressed written permission of the society.

EVENT MANAGEMENT / CONTACT

The PGHS requires a primary contact that will represent the renter. This will be the only person that the PGHS will contact regarding concerns that are brought to the PGHS attention or observed. The primary event contact will ensure the rules are being followed and will enforce them if required. This person will also be the primary person communicating with the PGHS manager about the event and any concerns or items the event requires. Any requests from other people at the show will not be addressed.

Event Management/contact: _____

Contact number: _____

PGHS Manager: Deb Provencher

Contact number: 250-649-8410.

DAMAGE DEPOSIT AND CANCELLATION POLICY

\$500 deposit is required for all rentals to hold the space and as security against any damage or cleaning after the event. PGHS will invoice the damage deposit as soon as the booking is verbally confirmed

Full refund of the deposit if the renter cancels 30 plus days from the first scheduled day of the event.

50% refund of the deposit if the renter cancels 29 - 16 days from the first scheduled day of the event.

0\$ refund of the deposit if the renter cancels 15 days or less from the first scheduled day of the event.

If for any reason the society is unable to provide the facility due to circumstances out of their control, prior to or during the event, the society is not liable for any costs or expenses incurred as a result of this cancellation. If cancellation is prior to the event the renter will receive their full damage deposit. If canceled during the event the renter will only be charged for the duration that they utilized the facility.

The Society reserves the right to reschedule rental events under 3 hours to accommodate larger multi day events.

In this case, the society will make every effort to reschedule this rental to a date/time to the renter. Should this not be suitable for the renter and cancellation become necessary a full refund of the deposit will apply.

STALLS

If the rental agreement requires the use of stalls, If the renter is administering the stalls, it is their responsibility to report the final number of stalls (nights) required.

Event manager will determine the check in and check out times for the stalls.

The first night will include 2 bags of shavings. Extra shavings available by request for a fee.

It is the responsibility of the renter to ensure all the stalls that were rented are fully stripped (sweeping will be the responsibility of the PGHS)

It is also the responsibility of the renter to tidy the aisles (pick excess hay and shavings off the aisle etc.)

Depending on facility needs and bookings, the renter will have five (5) days post event to clean the stalls. If stalls are not cleaned by this time, a cleaning surcharge of \$35 per stall will be applied to the final balance.

Amendments to Stalls section

PAYMENT

Post event if the renter is administering the stalls they are to report the total number of stalls and number of nights used to the facility manager within 48 hours post event.

Payment due within 30 days from the date of the invoice.

Overdue invoices are subject to a 2% per month interest per month.

INCLUDED SERVICES

For facility rentals over four (4) hours include the following:

- Exclusive use of the main indoor arena (or large outdoor arena), plus the small warm up arena. If renting the Indoor you will also have the holding area and tack up area.
- Meeting room.
- PGX Barn is excluded. Also excluded is either the main indoor or large outdoor. (whichever is not specifically included in the rental agreement)

Maximum daily site prep provided under event rental:

- One harrow and water of all rented arenas for a 2-day rental.
- Two harrows and watering for all rented arenas for a 3-day rental.
- If stalls rented, shavings will be in a secure area for your distribution upon request. (NOTE: Shavings are not to be used on ANY arena surface)

Facility rentals for UNDER 4 hours include the following:

- Exclusive use of the main indoor arena (or large outdoor arena), plus the small warm up arena. If renting the Indoor you will also have the holding area and tack up area.
- Meeting room and PGX Barn are excluded. Also excluded is either the main indoor or large outdoor (whichever is not specifically included in the rental agreement).
- Site preparation for events under 4 hours is the regular scheduled arena maintenance. If the renter requires additional site prep this will be charged as detailed in the fees and charges.

FEES AND CHARGES

Arenas and PGX Barn

User Group Pricing

Indoor Livestock Arena	\$57.20	Hourly
	\$475	Daily based on up to 9 hours
	\$600	24 hours (Front public access doors locked 12am – 5am, side man gate will remain unlocked)
Front Outdoor Arena	\$40	Hourly
	\$300	Daily based on up to 9 hours
	\$450	24 hours (overnight watch for equipment in this arena is available – contact the office for more details)
PGX Barn	\$40	Hourly
	\$150	Daily based on up to 9 hours
	\$250	24 hours
	\$300	Monthly

Additional Fees

Stalls with event rental	\$35	(event administrators) First night includes 2 bags of shavings
	\$40	(PGHS administrators) First night includes 2 bags of shavings
Stall cleaning fee	\$35	Per stall

Shavings	\$6.75	per bale (is subject to change if our cost increases)
Additional harrowing	\$60	\$60 per hour
Camping		
with hydro	\$20	per night
without hydro	\$15	per night
Sound room rental (inc microphone)	\$25	daily
	\$50	weekend
Concession/Kitchen	\$25	daily
Staff labour	\$50	Hourly
Tractor rental for harrowing	\$60	Hourly
	\$150	Half day
	\$275	24-hour
Meeting room		Free for user groups
Manure Disposal	Vary	Event is charged PGHS cost for manure removal for their event waste
Facility and grounds clean up (post event) as identified during post event inspection	\$50	Hourly
Hydrant Rental - City of PG		This service needs to be requested in advance

All rates are subject to GST and a 2.5% improvement fee.

CAMPING

Camping is available onsite at a rate of \$15.00 per night (no electricity) and \$20.00 per night (with electricity).

This can be monitored by either the event manager or the PGHS.

When it is managed by the PGHS, the facility manager will walk through the grounds and determine who is camping, advising them of the fees and providing an email for eft or cash.

If the event manager is looking after this, they will keep track of the number of camping spaces utilized by show competitors. The event manager will collect fees from competitors and will pay the Prince George Horse Society.

Please indicate which option you would prefer for the tracking and payment of camping:

PGHS _____

Renter _____

OBLIGATION OF THE RENTER

The applicant agrees to uphold the following conditions as it relates to the rental period noted in this agreement. The applicant agrees to:

- Have their event manager/contact _____ as the main point person for the PGHS Facility Manager to connect with, if required
- If applicable, collect stall rental fees on behalf of the Prince George Horse Society from competitors for stabling during the event and will remit payment to the Prince George Horse Society based on a rate of 35.00 per night plus GST.
- Sell shavings on behalf of the Prince George Horse Society. The Renter will designate their event manager as the person that will administer the sales of additional shaving bags and will provide an accounting to the event treasurer for the purpose of remittance of payment to the Prince George Horse Society.
- Ensure that there is no consumption of liquor or smoking within the facility compound and understand that smoking is permitted in designated areas in front of the main arena. A \$50.00 violation will be assessed for each incident/per person by the society to the renter.
- Any dogs on the grounds must be leashed. Violations of this rule will result in a \$50 fine for each occurrence. All dog feces must also be picked up, staff labor will be charged if staff must clean up after dogs.
- Assume the responsibility of directing parking, controlling access to the indoor arena and ensure that event competitors adhere to rental times per this agreement.
- Ensure to return the facility in the condition that it was accepted.
- Ensure the grounds are clean and all manure and dog waste is picked up and placed in the correct area (manure in the pit, bagged dog waste in the garbage bins)

- Ensure to not undertake activities at the facility that will conflict with the mandate and objectives of the society without the expressed written permission of the society.
- The renter is responsible for set up and take-down of all equipment. If the renter requires the PGHS staff is required for this, staff labour fees as laid out in the Fees will be added to the invoice.
- It is expected that the facility will be returned following the rental period in the same condition in which it was accepted.

OBLIGATION OF THE SOCIETY (PGHS)

The society, Prince George Horse Society, agrees to uphold the following conditions as it relates to the rental period noted in this agreement. The society agrees to;

- Ensure that all areas that are subject to rental by the renter are swept and washed in preparation for occupancy, inclusive of the washrooms, concession room, boardroom, sound room, and bleachers.
- Ensure that garbage removal, bathroom cleaning, bathroom restocking, and bleacher cleaning is conducted daily during low traffic periods.
- Ensure that all millennium barn stalls and PGX Barn stalls are stocked with two (2) bags of shavings based upon required stalls, upon occupancy requirements.
- Ensure that the facility entrance gates are NOT locked during the full event rental period due to the risk it may cause in the case of a health emergency for both competitors and their equine partners.
- Provide the renter with a map that outlines approved parking areas, camping areas that include which areas have electric plug-in, and approved smoking areas.

Should the renter not want any of these services please note below:

ADDITIONAL CHARGES

It is agreed by both parties that there will be no additional charges to the applicant without discussions with the Event manager/contact.

SPECIFIC EVENT REQUESTS

PRE AND POST-INSPECTIONS (for multi day/weekend rentals only)

The society and renter agree to meet on _____ at _____ am/pm for a site inspection, of the following areas (circle those that apply);

- Main Arena, Boardroom, Kitchen, Announcing Booth, Millennium Barns, PGX Barn and Beef Barn, and grounds in general.

Both the society and renter agree to meet on _____ at _____ am/pm for a post site inspection of the following areas (circle those that apply):

- Main Arena, Boardroom, Kitchen, Announcing Booth, Millennium Barns, PGX Barn and Beef Barn and the grounds in general.

If there are any discrepancies or lack of agreement on the post-inspection the renter will be first given the opportunity to correct the issue or agree to the additional billing from the society to the renter. Should this discrepancy persist, it will be brought to the PGHS Executive for a decision, with the opportunity to hear from the renter and the society representative.

Signed contract, proof of insurance and damage deposit must be received prior to the commencement of the rental dates.

THE SOCIETY AND THE RENTER HAVE SIGNED THIS AGREEMENT in the manner and on the dates set forth below. By typing my name below, I understand and agree that this form of electronic signature has the same legal force and effect as a manual signature.

Dated this _____ day of _____, 2024.

Authorized Renter Signature

Authorized PGHS Signature



Appendix #8: Boarding Contract

BOARDER INFORMATION

BOARDER _____

ADDRESS _____

CITY _____

POSTAL CODE _____

PHONE _____

EMAIL _____

EMERGENCY CONTACT _____

PHONE _____

OFFICE INFORMATION

EMAIL TO: office@pghorsesociety.com

PHONE: 250 563 2200 or Deb at 250 649 8410

BOARDED HORSE INFORMATION

NAME OF BOARDING HORSE: _____

BREED: _____

SEX: MARE / GELDING

HCBC# _____

AGE: _____

COLOR: _____

REGISTRATION# _____

VETERINARY: _____ PHONE
NUMBER: _____

EMERGENCY CONTACT: _____ PHONE: _____

PLEASE LIST ANY NAMES THAT MAY BE ON THE GROUNDS (FAMILY MEMBERS ETC.) OR ANYONE THAT
MAY BE INVOLVED IN THE CARE OF THE HORSE ALONG WITH HCBC NUMBERS:

BOARDING PERIOD

START DATE: _____

END DATE: _____

A – Boarding Fees ** Please select your boarding options below		Non-User Group Rate	Total
Base Fee: Includes Paddock with Shelter; Hay Stall; (Room for tack trunk – if available)		<input type="checkbox"/> \$290	
Add-On: Millennium Stall – October 1 to April 30		<input type="checkbox"/> \$ 65	
Add-On: Draft Stall – October 1 to April 30		<input type="checkbox"/> \$ 30	
Add On: Additional Hay Storage		<input type="checkbox"/> \$ 35	
Add One: Trailer Parking		<input type="checkbox"/> \$ 25	
DISCOUNT: Annual Boarding Agreement (12 Months)		10% Discount	
DISCOUNT: Seniors Discount (65+)		10% Discount	
DISCOUNT: Boarder provided shelter		20.00 Monthly Discount	
		Monthly Board Sub- total	
***Please check the boxes above for boarding options. The office will calculate the monthly payment. Thanks!		Plus: Facility Improvement Fee – 2.5%	
		GST	
		TOTAL MONTHLY RATE PAYABLE	

DEPOSIT DESCRIPTION	REQUIRED AT TIME OF BOOKING
Damage/ Cleaning Deposit - \$100.00 Date Paid	
ASSIGNMENT DESCRIPTION	NUMBER ASSIGNMENT
Paddock Assignment Number	
Stall Assignment Number	
Hay Stall Assignment Number	
Tack Box Assignment Number	
HCBC # Expiry Date:	
PGHS Orientation Session Completion Date	

BOARDING AGREEMENT

BETWEEN

Hereinafter referred to as the "Boarder"

AND

The Prince George Horse Society

Hereinafter referred to as "PGHS", "the Facility" or "the Society"

Whereas

1. The Prince George Horse Society leases from the City of Prince George and operates an agricultural facility that has a complex of barns, hay storage areas, an indoor arena, and outdoor arena and an outdoor warm-up ring.
2. The boarder owns or uses a horse called _____ (hereinafter referred to as "the horse") with the legal description noted on page one (1) of this agreement.
3. The boarder has submitted an application to the Prince George Horse Society to board the said horse on a monthly basis.

Now therefore in consideration of the mutual covenants hereinafter contained, the parties agree to the following;

Term

The board commits to board the said horse on a monthly basis from _____ to _____.

Fees

The boarder agrees to pay a monthly fee of \$_____ to the Prince George Horse Society for the term of this agreement by the 1st of each month.

Interest of 2% will be charge per month on past due accounts. In the event hat payment is not received within thirty days from the date of invoice or the date on which payment for space became due, actions will be taken to collect arrears through *the BC Livestock Lien Act*.

Damage Deposit

A \$100.00 damage/cleaning deposit must be paid at the time of signing the boarding contract.

Upon conclusion or termination of the boarding contract, a joint inspection with the board and the PGHS facility manager will be coordinated to inspect all areas rented by the boarder. Any repairs,

damage or cleaning to the boarders assigned paddock, stall, hay shed, and tack box will be deducted from the damage deposit, based on actual labor and material costs incurred to make the necessary repairs. Any repair costs that exceed the damage deposit amount will be billed to the boarder for immediate payment. No interest will accumulate for this deposit.

Boarder Requirements

As a boarder of the Prince George Horse Society, the boarder is responsible for and agrees to the following conditions.

1. That the boarder will ensure that the boarders assigned stalls and paddocks are kept in a clean condition. Stalls and paddocks are to be cleaned daily. If a stall has not been cleaned daily, the facility manager will make one attempt to contact the boarder to have him/her attend the facility to clean his/her stall and/or paddock. If after this attempt, the boarder does not attend to clean his/her stall and/or paddock, PGHS will be assigned to clean the stall and/or paddock and the boarder will be assessed a \$50.00 cleaning fee that will be added to the boarder's monthly boarder fee. A second offense will result in a \$75.00 cleaning fee; third offense will result in a \$100.00 cleaning fee and each offense thereafter.
2. The boarder will ensure that the area outside of their hay stall is cleaned on a weekly basis. If this is not done, cleaning fees will be assessed and added to the boarder's monthly boarding fee. Please remember you are responsible for cleaning up after your horse on the arena surface, in the tack-up/holding area and any other areas of the facility.
3. The boarder agrees that they are responsible for cleaning up all manure from their horse that is left in the indoor arena, outdoor arena and in all areas of the PGHS facility. Failure to do so will result in a 25.00 per incident charge that will be applied to the boarders monthly boarding invoice.
4. The boarder understands and agrees that their boarded horse(s) daily care, farrier requirements and veterinary services are the sole responsibility of the boarder.
5. The boarder will maintain a current Horse Council of BC membership during the term of this boarder agreement. The boarders shall, prior to the commencement of the boarder contract, deliver a copy of their current Horse Council membership to the PGHS Facility Manager. It is the boarder's responsibility to ensure that the membership is kept current during the full term of the boarder agreement.
6. The boarder agrees that all persons named under this contract must attend a PGHS Orientation Session. Any youth (18 and under) must attend the orientation session with their parent and/or guardian.

7. The boarder agrees to not consume liquor or smoke within the PGHS facility compound. A \$50.00 fine will be assessed and added to the monthly boarding invoice. More than three (3) violations will result in loss of boarding privileges at the PGHS facility.
8. The boarder agrees that he/she is responsible and fully liable in the event of any incident or injury to a person or their boarded horse, if their boarded horse is ridden or cared for by any person, other than the boarder, with the boarder's consent (expressed or implied). Boarders are encouraged to ensure that anyone riding or caring for their horse has current membership with the BC Horse Council.
9. The boarder understands and agrees that during the time that their horse(s) are boarded and are on the grounds of the Prince George Horse Society, the officers, employees, agents, volunteers, directors and representative figures of the City of Prince George and the Prince George Horse Society shall **not** be liable for any sickness, disease, theft, death, or injury which may be suffered by the horse. This includes, but is not limited to, any personal injury or disability the horse may receive while at the Prince George Horse Society facility. The owner, and or agent responsible for the boarding agreement fully understands and hereby acknowledges that the Prince George Horse Society does **not** carry any insurance on any horse(s) not owned or lead by the Prince George Horse Society including but, not limited to, such insurance for boarding or any other purpose for which the horse(s) is/are covered under any public liability, accidental injury, theft or equine mortality insurance, and that all risks relating to the boarding of a horse(s), or for any other reason, for which the horse(s) is/are in the possession of the Prince George Horse Society *are to be borne by the owner.*
10. The boarder agrees to treat all other users of the Prince George Horse Society with courtesy and respect. The boarder will be required to review the PGHS's Code of Conduct and once read and understood, will affix their signature and an indication that they agree to uphold the conditions of the PGHS Code of Conduct.
11. The boarder at no time will undertake activities at the facility which conflicts with the activities and objectives of the Prince George Horse Society without the expressed written permission of the PGHS Facility Manager.
12. The boarder understands that he/she shall have access to the use of the facilities at such times as may be established from time to time by a written or digital schedule provided by the PGHS Facility Manager. Such access will be conditional upon the boarder adhering to and following all rules and regulations, which may now be in effect or hereafter.
13. The boarder agrees to obey all rules and regulations now in effect or hereinafter made by the PGHS and shall obey the generally accepted practices of horse care, management, and operations.

14. The boarder, if assigned a tack box area, agrees that tack boxes are to be kept clean by the boarder. The maximum size of the tack box will not exceed 38" w x 32" d x 64" h. Space allocation for tack boxes is allocated by the PGHS Facility Manager and no relocation of tack boxes is permitted with the PGHS Facility Manager's authorization.

15. The boarder agrees to vacate and strip their assigned horse stall by midnight on the 30th of April and transfer their horse to its' assigned paddock. The boarder understands that he/she can transfer their horse to its assigned stall on the 1st of October of each year.

Boarder Assumption of Risk and Liability

By signing this agreement, the boarder is giving up certain legal rights, including the right to recover damages in case of injury, death or property damage, arise out of the boarder of the boarder's guest's presence and/or participation in equine activities the Prince George Horse Society facility.

The boarder understands that the boarder will ride and handle only their own horse(s) and will conduct themselves at their own risk while at the Prince George Horse Society facility.

The boarder takes full responsibility for themselves and for any guest that the boarder may bring onto the Prince George Horse Society facility and will not hold the Society, its' owners, agents, or employees responsible for accident or injury to themselves, their guests and/or agents.

The boarder understands that engaging in equine activities is an inherently dangerous activity and that by doing so, the boarder exposes themselves to dangers both known and unknown. Horses are large unpredictable animals which may be dangerous no matter how much training they have, no matter what level of experience the boarder has and no matter what the situation.

The boarder understands that it is the recommendation of the society to wear a riding helmet and utilize other safety gear appropriate to the boarder's level of experience with horses.

The boarder accepts full responsibility for accidents or injury to boarder, family members, or guests while at the facility.

The boarder acknowledges that the Prince George Horse Society will not be held responsible for injury or death of Horse(s).

INITIAL: _____

Boarding Services

The following provides an outline of the services that are included in the boarding agreement.

1. Use of the indoor and outdoor riding arenas can be scheduled by utilizing the scheduling link on the Prince George Horse Society website at www.pghorsesociety.com or by going to: pghorsesociety.skedda.com. Scheduling of all rides is mandatory. If help is needed with this, the office will happily assist.
2. Tack box storage will be available on a first-come first-serve basis. A monthly charge of \$25.00 plus GST, will be added to the boarders monthly boarding invoice for any PGHS tack boxes that are designated for use.
3. The Prince George Horse Society will provide two (2) bales of shavings for boarders who are new to the facility, then one (1) bale of shavings per week will be provided to the boarder, at no expense to the boarder. All shavings must be picked up during the same month. No backtracking is permitted. Additional bags of shavings may be purchased if available for \$10 per bag.
4. Security services are contracted by the Prince George Horse Society which provides routine nightly checks of the PGHS facility inclusive of the indoor and outdoor arenas, stalls, and paddocks. In addition to security services, the Prince George Horse Society has security cameras monitoring the full facility 24 hours per day.
5. Horse Trailer parking is available at a rate of 25.00 + GST per month. Horse trailer parking is available on a first come first serve basis.
 - a. Boarders have priority over non-boarder for trailer parking.
 - b. All trailers must have current insurance to be parked on PGHS property.
 - c. Boarders must submit the make, model, and license plate of their trailer to the Facility Manager.
6. Annual Boarding Fees
 - a. Annual boarding is for a term in 12 months, includes a paddock, shelter, hay storage, and room for a tack trunk (if available)
 - b. Base rate of \$290 less a 10% discount
 - c. Boarders who own their own shelter receive a \$20 discount per month.
7. Cancellation Fees for Annual Contracts
 - a. Cancel within six months of signing your annual contract and you will be charged the difference of \$29 + GST per month of actual boarding for an annual contract, plus 30% of the totaled difference amount.
 - b. Cancel after six months of signing your annual contract and you will be charged a difference of \$29 + GST per month of actual boarding for an annual contract.
 - c. A one-time administration fee of \$15 + GST applies to all cancelled contracts.

8. Any cancelled contract including month-to-month and annual contracts requires 30 days written notice to the office to the email: office@pghorsesociety.com

Shelters

Shelters are standardly provided in each of the assigned paddocks.

Boarders who are assigned paddocks with shelters acknowledge that he/she must personally inspect the shelter and deem it suitable for his/her needs. Maintenance is deemed as, but not limited to, floors, paint, and roof. All other repairs will be deemed the responsibility of the boarder as damage.

In the event, a boarder would like to construct a shelter in their assigned paddock, prior approval must be obtained from the PGHS Facility Manager before construction begins. Paddock shelters must meet the shelter standards as set out by the Prince George Horse Society.

All non-PGHS owned on-site shelters are the boarder's responsibility and if the shelter requires repairs and/or maintenance, the costs association must be assumed by the boarder. The PGHS can provide a quote for repairs and maintenance to the boarder upon their request.

Personal shelters and personal effects must be removed within 30 days of vacating the PGHS facility. After 30 days, the shelter and any personal effects becomes the property of the PGHS. The PGHS reserves the right to use the paddock when a shelter is left onsite within 30 days and is not responsible for any damage to the shelter in the interim period.

Boarders who get approval and construct their own shelter in their assigned paddock will be eligible for a \$20.00 per month discount on their month board.

Excepted Out Period

The Prince George Horse Society has within their lease agreement with the City of Prince George, a clause that requires the PGHS to give full access to portions of the PGHS facility for the purposes of the BC Northern Exhibition (BCNE). Please be aware this is a condition of having our wonderful facility in the City and one that we have no control over.

This event is held annually and will limit facility access for a period of ten (10) day period, commencing the Monday immediately prior to the BC Northern Exhibition in the month of August.

During this period, the boarder:

- May have access to their permanent paddocks (but may be asked to use a different paddock during this time), hay stalls and tack box.
- Will be required to utilize a temporary shavings bin and manure bin.
- Will be required to remove their horse trailer from the site by 6:00 pm on the Sunday before the BCNE
- Will not have use of the community hay storage barn.
- Will not have access to draft stalls being used as hay stalls (alternate arrangements to be made prior to BCNE date)

Boarders who wish to relocate their horse from the PGHS facility during this ten (10) day period are required to give notice by the 1st of August to the PGHS Facility Manager.

Any complaints or concerns during this excepted out period are to be directed to the PGHS Facility Manager by contacting him/her by cell and/or email. Boarders are discouraged from addressing any issues as such matters are the responsibility of the PGHS Facility Manager to address.

Special Events

As the PGHS Facility is a highly sought out facility to host large equine sporting events and the revenue from these books are important to the financial sustainability of the facility, there will be periods of times where the facility is rented to user groups.

The PGHS Facility Manager will ensure to communicate with the boarder at least two weeks in advance of a major event.

During periods when the facility has been rented for an equine sporting event, it is important for boarders to understand that the facility is then governed under the full insurance of the user group. As such the user group has full and exclusive use of the indoor arena, outdoor riding rings and all stalls that have been booked by the user group.

Should there be any incidents that cause concern to the boarder during times where the facility is rented by a user group, boarders are not to engage in addressing any issues with the renting user group. Boarders are to contact the PGHS Facility Manager by calling his/her cell phone or sending an email. All matters with renting user groups will be address solely by the PGHS Facility Manger.

Dispute/Conflict Resolution Process

Everyone has rights and responsibilities. In keeping with these rights and responsibilities, it is important that every individual and user group associated with the use of the Prince George Horse Society understand that they are responsible for conducting themselves in a way that upholds an atmosphere of civility, diversity, equality and respect in their interactions with each other. It is an expectation of the PGHS that individuals and user groups associated with the use of the Prince George Horse Society facility will ensure to make the facility safe and support the dignity of individuals and groups to uphold these collective rights and responsibilities.

With all public facilities such as the Prince George Horse Society facility, there may be incidents or situations that will require an incident report to ensure the safety and well-being of our boarders and user groups. Examples of reportable incidents would be situations where there are witnessed breaches of facility policies and rules and regulations.

Boarders and user groups are to utilize the following dispute/conflict resolution process so to allow the PGHS to address these situations.

Boarders and user groups are discouraged from attempting to enforce or address incidents and/or situations themselves as it is not their role at the PGHS facility.

1. All complaints and/or incidents are to be in writing via email to:
pghscomplimentsandcomplaints@gmail.com
2. Anonymous complaints and verbal complaints to the PGHS Facility Manager, PGHS Staff and/or PGHS Board of Directors will not be addressed.
3. The complaint/incident report shall contain the following:
 - Name and contact information of the complainant.
 - Name of individuals involved in the incident.
 - Date of the Incident.
 - Location of the Incident.
 - Time of the Incident.
 - Witnesses – indicate names of individuals that witnessed the incident.
 - A statement that outlines the details of the incident.
4. Once a complaint and/or incident report is filed with the PGHS Facility Manager, the Facility Manager will formally address the complaint/incident. The Facility will contact and interview the complainant, witnesses and will then review the recorded camera system as a means of further collaboration of the filed complaint/incident.

Once all parties have been interviewed and the recorded camera system has been reviewed, the PGHS will meet with those individuals that have been named in the complaint. The PGHS Facility Manager will not disclose the names of the complainants.

After all these steps are completed, the incident will then be presented to the PGHS Executive Committee who will determine the disciplinary steps to address the founded complaint.

5. To support an environment and atmosphere of civility, diversity, equality, and respect, it is important that boarders and user groups who choose to not utilize the formal complaint and/or incident reporting process, recognize that the Prince George Horse Society will not tolerate an environment of toxicity and gossip because of non-reported incidents and situations.
Situations that are not reported but result in gossip and damaged relationships at the facility will also be addressed by the Facility Manager and dependent on the severity of the situation, the PGHS Executive Committee and the PGHS Board of Directors.

Furthermore, any boarder or user group that attempts to address an incident/situation in a

way that is contrary to what has been outline above, may result in a complaint and/or incident filed against them because of their failure to adhere to the PGHS dispute/conflict resolution process.

Biosecurity Plan

Due to the vast and public use of the PG Agriplex there are some limitations as to what this document can cover. This document will only provide guidance and protocols for the boarders and overnight haul ins.

The Prince George Horse Society (PGHS) is not liable or accountable for the health and welfare of the horses boarded at the PG Agriplex.

This should be considered a best practices document for the boarder herd and in no way does the implementation of the below layers of protection make the PGHS responsible for prevention and spread of communicable disease at the PG Agriplex.

Illness Within Boarder Herd

It is the responsibility of the boarder to ensure their horses are healthy and receive vet care. when illness presents itself. While the American Association of Equine Practitioners (AAEP) recommendation is to have all horses on site vaccinated for core and risk-based vaccinations, we accept that currently our group values their right to choose. We strongly encourage all boarders to follow your vet's vaccination suggestions, but currently vaccinations are not mandatory. When a horse becomes sick onsite with a suspected communicable disease (respiratory infection, diarrhea, or fever of unknown origin) they are required to quarantined immediately. Quarantine will be in the draft stalls near the arena or 4H barn, alternatively the solid panels may be used in the paddock to reduce the nose-to-nose contact. Once quarantined, the horse's vet will provide guidelines on length of quarantine and if the whole facility needs to be locked down.

New Boarders and Overnight Horses

New horses coming on site need to be monitored for illness.

Horses that are coming from like environments with detailed history can be integrated into the boarder herd without any extraordinary measures taken.

Horses that are coming on site from poor conditions, like auction, slaughter or horses that do not have a health history must be isolated from the boarder herd. These horses are to be isolated in the assigned draft stall of in a paneled paddock.

In the case of a new boarder these horses will be isolated for 2 weeks.

If they are not showing signs of illness after the isolation period, they may be integrated into the boarder herd.

Overnight Horses

Historically commercial haulers have had limited contact with the facility manager when they are coming in. To ensure horses being hauled in are healthy and from like environments the facility requires basic history of the animal OR the horse needs to be isolated in either a solid paneled paddock or a stall.

Sanitation

Sanitation of quarantined stalls and paddocks are the responsibility of the boarder.

Cleaning supplies and directions supplied by the PGHS. The stall walls, paddock shelters are made of wood and porous, we at the PGHS recognizes the limitations of disinfection of porous surfaces, however we feel there is still some value in cleaning these areas when a contagious disease has been present.

When haulers with an overnight horse(s) report they have hauled an unhealthy horse the PGHS staff will be responsible for the sanitation of the area where this horse was stalled.

Moreover, PGHS staff will be responsible for cleaning the common areas periodically.

Community Illness

When the Facility manager is informed of a communicable disease within our community, she will verify with the local vets to determine the authenticity/severity and risk of disease. Upon the local Veterinarians recommendation, we will close the facility to ALL outside horses to reduce the spread of disease about which they are concerned.

In this situation the facility manager will share the closure to the community on social media, email and via signage on the entrance gates.

General

The facility agrees to provide the space set out in this agreement.

The area of the Prince George horse Society or facility grounds means all those lands, premises, buildings and improvement in the City of Prince George, in the Province of British Columbia, known municipality as 4199 – 18th Avenue and legally known and described as;

PID: 014-258-081

Parcel 1, District Lots 2508 and 2611, Cariboo District, Plan 33840

And

PID: 025-188-411

Block C, District Lot 2508, Cariboo District

This contract cannot be assigned, or space sublet without the prior approval of the Prince George Horse Society. If approval is obtained, then the sub-letters will be required to sign a boarding contract and pay seasonal rates. The boarder accepts full financial responsibility as well as responsibility for all damage to PGHS infrastructure. Individuals who Sub lease from the boarder must attend an orientation session prior to boarding. All sub-lease contracts must be administered by the Prince George Horse Society and all fees will be payable to the PGHS.

This agreement may be cancelled by either party on 30 days' written notice to the other party. In the case of an annual boarder, notice with cancellation fees. If the boarder at the end of such notice fails to immediately remove the horse from the facility, the facility shall be entitled to charge, and the boarder hereby agrees to pay an occupancy charge of \$30.00 per day, plus applicable taxes. The boarder may not remove the horse until all sums due under this agreement are paid in full. Upon failure to pay, sale proceedings pursuant to the *Livery Stable Keepers Act of British Columbia* may be initiated by the Prince George Horse Society. Notwithstanding the foregoing, the facility may without notice terminate this agreement for cause, including without limitation, failure, or refusal to obey rules and regulations of the facility or non-observance of any of the covenants or provisions hereof.

Failure to comply with any parts of this agreement may lead to immediate loss of use and privileges at the Prince George Horse Society facility.

The Prince George Horse Society follows the Canadian Code of Practice for the Care and Handling of Equines (released July 2013); as such, each boarder is expected to follow this code. Copies are available for download from <https://www.nfacc.ca/codes-of-practice/equine>

Upon signing this agreement, the boarder has subscribed to his/her name and the facility has executed this agreement by the hand of its duly authorized agent.

READ THIS AGREEMENT CAREFULLY. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF THIS AGREEMENT AND ITS TERMS.

The Prince George Horse Society and the Boarder have signed this agreement in the manner of the dates set forth below:

By typing my name below, I understand and agree that this form of electronic signature has the same legal force and effect as a manual signature.

Dated this ___ day of _____, 20__.

PRINCE GEORGE HORSE SOCIETY

BOARDER

Facility Manager: _____

Boarder Name: _____

Facility Manager Signature

Boarder Signature



Appendix #9: School Horse Program Instructors Policy

School Horse Program Instructor's Manual

Contact Information

Email: office@pghorsesociety.com

Phone: 250-563-2200

Mail: Box 2881, Prince George BC, V2N 4T7

School Horse Program Instructor Opportunities and Registration

This manual applies to school horse program instructors who are registered with the Prince George Horse Society (PGHS). All stipulations in this manual are superseded by PGHS policies.

The PGHS values and welcomes the school horse instructors that serve our community at Exhibition Park. Instructors play an integral role in the advancement and advocacy of equestrian sports. Furthermore, instructors encourage students to develop the skills, knowledge, and practices that build solid equestrian communities.

We are fortunate to have qualified instructors who are willing to assist students in a variety of equine disciplines. Opportunities for instruction are important as they build the capacity of future generations of riders. The PGHS endorses the National Coaching Certification Program and approves instructors on an individual basis in granting teaching privileges on-site.

For many years, the PGHS has supplied instructional opportunities by allowing approved instructors to book time for lessons at the facility. Reasonable fees are charged to instructors for booking times, allowing instructors to supply lessons at Exhibition Park.

The PGHS accepts and promotes only those programs that follow its Code of Conduct and the Equine Code of Canada.

Riding instruction of all disciplines is permitted only with the consent of the PGHS Executive Committee and the PGHS Board reserves the right to limit the number of in-house instructors.

Requirements

To teach at the facility, school horse instructors must meet the following requirements and complete a contract (with attachments as listed below):

- 1) Be approved to teach by the PGHS Executive, by submitting a statement of qualifications and having an interview
- 2) Hold a valid business license from the City of Prince George
- 3) Have insurance with minimum \$2 million coverage.
- 4) Maintain a level one first aid certificate
- 5) Complete an RCMP criminal record check and be approved to work with children.
- 6) Complete an instructor's contract annually with the Facility Manager
- 7) Hold a current Horse Council of BC(HCBC) membership
- 8) Encourage their students to have HCBC membership.

Mentoring Instructors-in-Training

The PGHS supports mentoring of instructors-in-training by registered instructors. The mentoring instructor must apply to the PGHS Executive Committee for approval to take on an instructor-in-training. If you are interested, please see our Facility Manager for further details.

School Horse Program

As per the agreement between the City of Prince George and the Prince George Horse Society, the PGHS must provide opportunities for public access through programs with school horses.

The PGHS is dedicated to providing opportunities for school horse instructors to operate out of Exhibition Park. The program should offer a safe and affordable opportunity for the community to learn the skills required to ride safely, to participate in events on site, and to potentially one day own their own horse.

Registered School Horse Instructors may be eligible for a discount on their board or annual passes for the registered school horses, as described in the PGHS' policy. The instructor should submit an application. A meeting will be arranged with the PGHS Executive Committee so that the instructor can describe their program and how it benefits the general public in developing equine skills. Applications are available from the Facility Manager.

Definition of School Horse Program Instruction

PGHS defines School Horse Program instruction as:

- Teaching equine skills to a student on a horse supplied by the instructor, on the grounds at Exhibition Park

- Lessons are typically 30 – 60 minutes.
- Instructor accepts payment and/or benefit for services.
- If you are at Exhibition Park providing new skills for an extended period of time, you are considered to be giving a lesson.
- At the facility manager's discretion, there may be two instructors during the instruction time. Please use your professional discretion and be honest about the time you spend teaching.

Booking of Hours

The PGHS reserves the right to limit the number of teaching hours per instructor. The following terms apply:

- Each instructor is entitled to five hours of school horse program instruction time each week. Additional hours may be requested from the Facility Manager.
- School horse program instructional time may be booked any time the arena is open for public use (ie. open riding time) Monday to Friday, October 1st to September 30th.
- The outdoor arena is available for instruction during the warm seasons.
- The school horse instructor's contract outlines the estimated number of hours and days each year and/or season. Instructors need to e-mail their schedule each week to the Facility Manager. If there are any changes, please email the Facility Manager on the day of the changes.
- If school horse program instructors are overbooking hours and not using them during the month, the next month's time will be limited to hours actually used in the previous month. Booked hours will be used for billing purposes (see p.5).
- Weekend instructional time from October 1st - April 30th may be permitted with the advanced permission of the Facility Manager.

Rate Schedule

School Horse Program: \$5.00/Hr plus GST

Instructors are responsible for ensuring that all drop-in students pay the drop-in fees or hold a riding pass. All students should sign the login book at the facility each time they ride.

Instructors must pay all applicable fees as set out in the rate schedule within 30 days of the invoice date. A late fee of 2% will be applied to all overdue accounts. Teaching privileges will be suspended if not paid by 45 days.

Instructors will be invoiced for 100% of all fees for hours booked but not used.

All billing inquiries should be directed to the Facility Manager.

Instructional Practices

The PGHS recognizes that school horse program instructors are extremely important to its public image, growth, and development. The PGHS also recognizes that Exhibition Park is a place of business for the instructors at the facility. As such, please keep the following points in mind:

- As instructors you must share the arena floor with other riders. Please be visible.
- Please be a role model of excellence.
- Keep a safe environment.
- Instructors registered with PGHS have the authority and responsibility to address unsafe situations on site. If the facility rules are disregarded by other riders, the instructor must report the incident to the Facility Manager by using the PGHS Incident Report form, or by e-mail. All issues will be addressed.

Appendix #10: Registered Instructors Policy

Registered Instructor's Manual

Contact Information

Email: office@pghorsesociety.com

Phone: 250-563-2200

Mail: Box 2881, Prince George BC, V2N 4T7

Instructor Opportunities and Registration

This manual applies to instructors who are registered with the Prince George Horse Society (PGHS). All stipulations in this manual are superseded by PGHS policies.

The PGHS values and welcomes the instructors that serve our community at Exhibition Park. Instructors play an integral role in the advancement and advocacy of equestrian sports. Furthermore, instructors encourage students to develop the skills, knowledge, and practices that build solid equestrian communities.

We are fortunate to have qualified instructors who are willing to assist students in a variety of equine disciplines. Opportunities for instruction are important as they build the capacity of future generations of riders. The PGHS endorses the National Coaching Certification Program and approves instructors on an individual basis in granting teaching privileges on-site.

For many years, the PGHS has supplied instructional opportunities by allowing approved instructors to book time for lessons at the facility. Reasonable fees are charged to instructors for booking times, allowing instructors to supply lessons at Exhibition Park.

The PGHS promotes and accepts only those programs that follow its Code of Conduct and the Equine Code of Canada.

Riding instruction of all disciplines is permitted only with the consent of the PGHS Executive Committee and the PGHS Board reserves the right to limit the number of in-house instructors.

Requirements

To teach at the facility, instructors must meet the following requirements and complete a contract (with attachments as listed below):

- 1) Be approved to teach by the PGHS Executive, by submitting a statement of qualifications and having an interview
- 2) Hold a valid business license from the City of Prince George
- 3) Have insurance with minimum \$2 million coverage.
- 4) Maintain a level one first aid certificate
- 5) Complete an RCMP criminal record check and be approved to work with children.
- 6) Hold a current Horse Council of BC(HCBC) membership
- 7) Ensure that their students hold HCBC membership.

Mentoring Instructors-in-Training

The PGHS supports mentoring of instructors-in-training by registered instructors. The mentoring instructor must apply to the PGHS Executive Committee for approval to take on an instructor-in-training. If you are interested, please see our Facility Manager for further details.

Definition of Instruction

PGHS defines instruction as:

- Teaching equine skills on the grounds at Exhibition Park.
- Lessons are typically 30 – 60 minutes.
- Instructor accepts payment and/or benefit for services.
- If you are at Exhibition Park providing new skills for an extended period of time, you are considered to be giving a lesson.
- At the facility manager's discretion, there may be two instructors during the regular instruction time.
- Instructors may have a maximum of two students in a lesson.

Please use your professional discretion and be honest about the time you spend teaching.

Booking of Hours

The PGHS reserves the right to limit the number of teaching hours per instructor. The following terms apply:

- Each instructor is entitled to five hours of regular instruction time each week. Additional hours may be requested from the Facility Manager.

- Regular instructional time may be booked any time the arena is open for public use (ie. open riding time) Monday to Friday, October 1st to September 30th.
- Instruction for boarders may also take place during boarders-only riding time.
- The outdoor arena is available for instruction during the warm seasons.
- The instructor's contract outlines the estimated number of hours and days each year and/or season. Instructors need to e-mail their schedule each week to the Facility Manager. If there are any changes, please email the Facility Manager on the day of the changes.
- If instructors are overbooking hours and not using them during the month, the next month's time will be limited to hours actually used in the previous month. Booked hours will be used for billing purposes (see p.5).
- Weekend instructional time from October 1st - April 30th may be permitted with the advanced permission of the Facility Manager.

Rate Schedule

Non-boarding Instructors:

All drop-in or annual pass clients: \$10.00/Hr plus GST

Boarders: \$10.00/Hr plus GST

Boarding Instructors: \$10.00/Hr plus GST

Instructors are responsible for ensuring that all drop-in students pay the drop-in fees or hold a riding pass. All students should sign the login book at the facility each time they ride.

Instructors must pay all applicable fees as set out in the rate schedule within 30 days of the invoice date. A late fee of 2% will be applied to all overdue accounts. Teaching privileges will be suspended if not paid by 45 days.

Instructors will be invoiced for 100% of all fees for hours booked but not used.

All billing inquiries should be directed to the Facility Manager.

Instructional Practices

The PGHS recognizes that instructors are extremely important to its public image, growth, and development. The PGHS also recognizes that Exhibition Park is a place of business for the instructors at

the facility. As such, please keep the following points in mind:

- As instructors you must share the arena floor with other riders. Please be visible.
- Please be a role model of excellence.
- Keep a safe environment.
- Instructors registered with PGHS have the authority and responsibility to address unsafe situations on site. If the facility rules are disregarded by other riders, the instructor must report the incident to the Facility Manager by using the PGHS Incident Report form, or by e-mail. All issues will be addressed.