

# Mackenzie Recreation Centre Concession Lease Agreement

DOM-26-02

**February 23, 2026**

The following amendment has been made to the Request for Proposal Documents:

**Appendix B – Sample Lease Agreement** has been attached for further details on the current terms and conditions of the lease. Please note that this is only a sample and the final lease terms will be negotiated with the successful proponent based on the proposal received.



# APPENDIX B: SAMPLE LEASE AGREEMENT

## LEASE AGREEMENT

**THIS LEASE** made

UNDER THE *LAND TRANSFER FORM ACT*, PART 2

BETWEEN:

**DISTRICT OF MACKENZIE**

c/o Terry Gilmer, Director of Recreation Services  
Mackenzie Recreation Centre  
Bag 340, Mackenzie, BC V0J 2C0  
P: 250-997-5283  
E: [terry@districtofmackenzie.ca](mailto:terry@districtofmackenzie.ca)

(hereinafter referred to as the "District")

AND:

(hereinafter referred to as the "Tenant")

**WHEREAS** the District of Mackenzie is the owner in fee simple of the Lands and Premises located at:

- a) Mackenzie Recreation Centre  
400 Skeena Drive  
Mackenzie, BC V0J 2C0

(hereinafter referred to as the "Facility");

- b) Concession Lease Space located within the Mackenzie Recreation Centre, adjacent to the Arena Lobby and Community Hall

(hereinafter referred to as the "Premises");

**AND WHEREAS** the Tenant has requested, and the District has agreed, to grant a lease of the Premises for operating a concession and catering business;

**NOW THEREFORE** this Agreement witnesses that in consideration of the rent to be paid, fees for services rendered within the space, and operation of vending machines, the covenants and agreements to be observed and performed and for other good and valuable consideration (the receipt and sufficiency of which are expressly acknowledged) the parties covenant and agree as follows:

**1. PREMISES**

That the District agrees to lease to the Tenant the Premises, located at 400 Skeena Drive, Mackenzie Recreation Centre, outlined within the solid black line described and outlined in **Appendix A** attached to this Agreement; with the lobby area outlined and washroom locations nearest the concession area.

**2. TERM**

- a) That the term of this Agreement is
- b) That if the Tenant is not in default under this Agreement, the Tenant has the option to renew this Agreement for a further two-year term, if agreed to by the District. The District reserves the right to modify the terms of the Agreement prior to renewal.

**3. RENT**

That the Tenant shall pay rent to the District (hereinafter referred to as the "rent") on the first day of the month commencing

**4. OTHER SERVICE FEES**

**Catering Fee Services**

That the Tenant shall pay \$10.00/hour for the use of the space for catering services provided to locations outside of the Mackenzie Recreation Centre plus 2% of the gross sales made for each catering contract. Copies of the invoices will accompany remittance fees which are due monthly. Kitchen use will be estimated by the tenant.

**Vending Machine Service Fees**

That the Tenant shall pay 15% of the net profit (after tenant costs have been accounted) from all vending sales to the District, monthly. Vending machines shall carry a minimum of 50% of the stock that meet the Stay Active, Eat Healthy provincial guidelines. These can be reviewed at <https://stayactiveeathealthy.ca/> and <http://www.health.gov.bc.ca/healthyeating/vending.html>.

**5. PREMISES USE**

That from the commencement of the term, the Tenant shall use the Premises only as a concession and catering business to serve food and non-alcoholic beverages to the public. The Tenant may utilize vending machines in specific locations within the Mackenzie

Recreation Centre by written authorization from the District. Vending machines must only utilize electricity and must be easily removed for maintenance and cleaning purposes.

### **Menu requirements**

The Tenant will continue to offer healthy food menu options, both cold and hot, along with the traditional items in arena concession operations. These options include salads, fruit and vegetables. For clear referencing on portion sizes and daily recommended portions, the Canada Food Guide is a tool to utilize.

([www.canada.ca/print\\_eatwell\\_bienmang-eng.pdf](http://www.canada.ca/print_eatwell_bienmang-eng.pdf))

([www.unlockfood.ca/en/Articles/Canada-s-Food-Guide/Eating-well-with...](http://www.unlockfood.ca/en/Articles/Canada-s-Food-Guide/Eating-well-with...)).

The Mackenzie Recreation Centre through Recreation Services are now a part of a province wide Healthy Food and Beverage Sales program in Recreation Facilities. The lead on this program is the British Columbia Recreation and Parks Association ([www.bcrpa.bc.ca](http://www.bcrpa.bc.ca)). The program encourages individuals to make healthy choices when purchasing food or beverage products where they live, work and play. Recreation Services will work with the tenant to ensure alternative healthy food and beverage choices are available for patrons in the Mackenzie Recreation Centre. This means every sugary food or drink must have a healthy option choice in the same machine. More information on this can be found at [www.healthlinkbc.ca](http://www.healthlinkbc.ca).

### **6. HOURS OF OPERATION**

That the Tenant shall operate the Premises from 11:00 a.m. to 8:00 p.m. Tuesday through Friday, and Saturday from 11:00 a.m. to 5:00 p.m. If the Tenant wishes to increase times of operation on the Premises they may do so provided that the increased times do not affect District staffing levels, facility operational hours, or other specific requirements in operating the Mackenzie Recreation Centre. Holiday hours, summer schedules and event schedules will be set by the tenant 21 days in advance.

### **7. PROMOTIONAL PREFERENCE**

That the District agrees, where practical and possible, to promote the services and catering business of the Tenant but reserves the right to authorize variances when considered appropriate by the District. The food services from the Tenant are not sole-sourced therefore, at times, other vendors and caterers may be utilized for functions within the Mackenzie Recreation Centre.

### **8. QUALITY OF OPERATION**

That the District shall have the right, always, to require the Tenant to take whatever steps may be necessary to improve the quality of service, goods and operations of the Premises. Should the District become aware of any deficiency relating to the operation of the

Premises, on written notice, the Tenant will have ten (10) days to remedy any such deficiency.

**9. EQUIPMENT**

- a) That the District leases to the Tenant the use of the range hood fan within the concession (hereinafter referred to as the "Equipment") and;
- b) That the District and Tenant will jointly inspect and sign off on the condition of the Equipment prior to finalizing this lease agreement and;
- c) That the Tenant is required to maintain the Equipment in a good and reasonable state of repair (reasonable wear and tear excepted) and;
- d) That the District will not be obliged to furnish any services or facilities or to make any repairs or alterations in or to the Premises, other than as expressly stated in this Lease, or to repair or replace the Equipment and;
- e) That the District has made no representation or warranty to the Tenant with respect to the condition of the Premises or the Equipment. The Tenant has conducted an inspection of the Premises and the Equipment to satisfy himself that the Premises and the Equipment are in a condition that is suitable for the Tenant's purposes and the Tenant accepts the Premises and the Equipment under this Lease on an "as is, where is" basis.

**10. INSPECTION**

That the District will monitor the operation of and inspect the Premises at reasonable times to determine if the Tenant is in strict compliance with this Agreement, provincial legislation, codes, acts and health regulations.

**11. SHOWING OF THE PREMISES**

That the Tenant will permit the District and its agents and employees to show the Premises to prospective tenants during the last six (6) months of this Agreement.

**12. STATE OF TITLE**

That the Tenant will abide by and not breach any restrictions on the title to the Facility as of the date of this Agreement and such other reasonable restrictions in easements, covenants, rights of way and other charges granted by the District from time to time.

### 13. UTILITIES AND CUSTODIAL RESPONSIBILITIES

a) That the District will supply the following specified services:

i) **Electrical, Mechanical and Plumbing Installations**

The District will supply and maintain washroom facilities in the Alan Shepard Arena. The District will supply and maintain all electrical (including lamp fixture ballasts), mechanical and plumbing installations in the Premises necessary for its adequate operation;

ii) **Heating and Ventilation**

The District will provide and maintain throughout the Premises heating, ventilation and air conditioning;

iii) **Hot and Cold Water in the Kitchen**

The District will provide adequate hot and cold water supply to the Premises;

iv) **Cleaning and Supplies**

The Tenant will supply regular and effective cleaning of the cafeteria area using related materials, equipment and supplies to undertake this work. Cleaning of the arena lobby area and furnishings during the hours of concession operation will be the responsibility of the Tenant;

v) **Cleaning Services**

The District will provide the following cleaning services:

- Monthly inspection of the drains and exposed piping
- Monthly clean and service all grease traps
- Bi-annually provide the hood cleaning and vent cleaning;

vi) **Redecoration and Refurbishment**

A regular program of redecoration and refurbishment of the cafeteria area can be discussed with the District.

vii) **Refuse Disposal**

The District will maintain an outside disposal bin for the Tenant to utilize. Should the bin need to be emptied the Tenant will notify the Recreation Services Staff.

viii) **Lighting**

The District will provide exterior and interior illumination within the Premises and at work stations at the lighting levels acceptable to the Workers Compensation Board including the annual cleaning and maintenance of all lighting fixtures and installation of new bulbs and tubes as may be required; current work stations in the kitchen require additional / moved lighting.

ix) **Electrical Outlets**

Outlets will be made available for the vending machines in predetermined locations in the Facility;

x) **Utilities**

The District will pay utilities for sewer, water, garbage pickup and disposal. The District will pay for the electricity to approved vending machines;

b) That the Tenant will supply the following services:

i) **Food Preparation and Servery Areas of the Concession**

The Tenant will be responsible for all regular and effective cleaning of the food preparation and servery areas of the Premises to meet the requirements of the *Health Act* and other applicable regulations, codes and laws. The Tenant will provide the District with a schedule of cleaning and sanitization for reference;

ii) **Cafeteria Area**

The Tenant shall be responsible for cleaning the tables and chairs in this area and removing all refuse from the floor to the refuse disposal receptacles provided. The arena lobby area will be swept, and spills cleaned by the Tenant. This is the responsibility of the Tenant during operating hours of the concession;

iii) **Vending Machines**

Vending machines shall be stocked on a weekly basis and should never be less than seventy percent (70%) capacity. Stock shall be checked weekly for expiry dates. Expired items will not be sold.

iv) **Refuse Disposal**

The Tenant shall remove all refuse from the kitchen premises, to the outside disposal bin maintained by the District. This is located in the staff parking lot closest bins to the building.

**14. REGULATORY COMPLIANCE**

That the Tenant shall observe, perform and comply with all laws of Canada, British Columbia and Bylaws of the District. The Tenant shall obtain and display a current business license and comply with the rules and regulations applicable to the Facility. It shall be the Tenant's responsibility to obtain, under the provisions of the *Health Act*, a permit to operate a food service establishment and prominently display this permit and the business license on the Premises. The Tenant must abide by any changes to the rules and regulations indicated above. Copies of all required documentation must be given to the District before commencing operations.

**15. RENOVATIONS, ALTERATIONS AND CAPITAL IMPROVEMENTS**

That the Tenant may make alterations and additions to the Premises with the prior written consent of the Director of Recreation Services, which may be withheld at the District's sole discretion. The Tenant shall be responsible for maintaining and keeping in good working order all equipment and chattels on the Premises. The equipment must meet all fire, safety and health requirements. Gas permits, inspections and related documents must be copied to the District for filing.

**16. ADVERTISING/PROMOTION MATERIALS**

That the Tenant has permission from of the Director of Recreation Services at the Mackenzie Recreation Centre, to erect a TV menu to the Premises' walls and hang temporary advertising banners, signs and other promotional materials in areas where no existing signage is located, subject to any adopted District advertising policy. Any advertising proposal must be submitted in writing to the Director of Recreation Services at the Mackenzie Recreation Centre for consideration.

**17. TENANT'S EMPLOYEES**

The Tenant is solely responsible for its employees and the Tenant shall pay all remittances in relation to its employees, including employment insurance and workers compensation premiums. Proof of employee training certifications will be required for each food service employee working with the Tenant upon request.

**18. LOST, STOLEN OR DAMAGED ARTICLES**

That the District is not responsible for lost, stolen or damaged articles of the Tenant, its members, directors, officers, employees, servants, agents, contractors, subcontractors, invitees, customers and other persons for whom it is responsible (hereinafter referred to as "Related Persons").

**19. ACCESS**

That so long as this Agreement is in effect, the Tenant and related persons/employees shall have the right in common with other occupants of the Facility to pass, re-pass and utilize all common and assigned areas including corridors, lobbies, washrooms, passages, assigned storage areas (if any), parking and other exterior areas for the purposes of ingress and egress to the Premises and use of the Premises for the purpose outlined in this Agreement; there will be no assigned parking, and parking is only permitted in authorized areas.

Tenant parking in the loading and un-loading zone is restricted to 30 minutes maximum, with the vehicle turned off. This temporary parking can be used for delivery of supplies, catering and loading/unloading only. Parking will not be permitted beyond 30 minutes. This area is restricted for emergency vehicle access.

The access by District of Mackenzie employees will be restricted to Management and Building, Grounds, Maintenance Staff. Access shall be given to the most senior staff on shift should a regulatory or compliance organization request access. Building Operators will only have access when completing scheduled cleaning.

**20. SUBLEASE AND ASSIGNMENT**

- a) That the Tenant will not assign nor sublet without advance written consent of the Director of Recreation Services, which may be withheld at the District's sole discretion;
- b) That the District's consent to assignment or subletting shall not release or relieve the Tenant from his obligations to perform all the terms, covenants and conditions that this Agreement requires the Tenant to perform, and the Tenant shall pay the District's reasonable costs incurred in connection with the Tenant's request for consent.

**21. INSURANCE PROVISIONS**

- a) That the Tenant shall, throughout the term of this Agreement, secure, maintain and pay for a commercial general liability insurance policy with a limit of not less than three million dollars (\$3,000,000) inclusive per occurrence for bodily injury and property damage, as well as Tenants Legal Liability not less than \$500,000. Additionally, the Tenant is required to carry their own contents insurance.

- b) That the insurance policy shall include the following coverage in respect to the Premises:
  - i) Contingent employer's liability;
  - ii) Owner's protective liability;
  - iii) Broad form property damage on an occurrence basis including loss of use of property;
  - iv) Contractual liability assumed under this Agreement and;
  - v) Cross liability;
- c) That the District shall be added as an additional named insured;
- d) That the contract of insurance shall include a provision requiring the insurer to give the District thirty (30) days prior written notice before making any material changes in the insurance or termination or cancellation of it;
- e) That the policy shall be underwritten by an insurance company licensed to do business in British Columbia and approved by the District;
- f) That the Tenant shall furnish the District with a certificate that the required coverage is in force including evidence of insurance renewal. Every certificate shall include certification by the insurer that the certificate conforms to the provisions of this paragraph (21). Maintenance of such insurance shall not relieve the Tenant of liability under the indemnity provisions of this Agreement;
- g) That the forgoing provisions shall not limit the insurance required by law nor relieve the Tenant from the obligation to determine what insurance it requires for its own purposes.

## **22. INDEMNIFICATION**

- a) That the Tenant hereby indemnifies and saves harmless the District and their elected and appointed officials, officers, employees and agents from and against any and all liability, actions, causes of action, claims, debts, suits, losses, costs (including actual costs of professional advisors), demands and harms whether known or unknown which the District now has or may at any time suffer in relation to death, bodily injury, property loss, property damage or other loss or damage, of any kind whatsoever, arising from or connected with:
  - i) The Agreement granted hereby;
  - ii) The exercise by the Tenant of any right or permission under this Agreement;

- iii) The use or occupation of the Premises by any person;
  - iv) The construction, maintenance, existence, use or removal of the Tenant's improvements and equipment; or
  - v) Any default or breach of the Tenant;
- b) That the Tenant hereby indemnifies the District for any claims by any person, or the Province of British Columbia, pursuant to the *Health Care Costs Recovery Act*, for the cost of any health care services as defined in the *Health Care Costs Recovery Act*, as amended from time to time, arising from or related to the personal injury or death of any person, directly or indirectly, arising or resulting, in whole or in part, from any negligence or other failure of the Tenant which may cause or contribute to such personal injury or death together with any legal or administrative costs associated with such a claim which may be incurred by the District. The Tenant covenants and agrees with the District that this indemnity survives the expiry or earlier termination of the Agreement;
- c) That no provision of this Agreement and no act or omission or finding of negligence, whether joint or several, as against the District, shall relieve the Tenant from liability to the District, whether such liability arises under this Agreement or otherwise;
- d) That the Tenant will indemnify the District from and against all claims, lawsuits, damages, losses, costs, including legal costs, or expenses which the District may suffer or incur by reason of the use of the Premises by the Tenant, the carrying on upon the Premises of any activity in relation to the Tenant's use of the Premises, and in respect of any loss, damage or injury sustained by any person while on the Premises for the purpose of doing business with the Tenant;
- e) That the Tenant will indemnify the District from and against all claims for liens for wages or materials or for damage to persons or property caused during the making of or in connection with any excavation, construction, repairs, alterations, installations and additions which the Tenant may make or cause to be made on, in or to the Premises.

### **23. SURRENDER**

That the Tenant shall return the Premises to the District, at the expiry or earlier termination of this Agreement, with the Premises clean, tidy, free of contamination and in good repair, subject only to reasonable wear and tear from use.

**24. EFFECT OF WAIVER**

That the District, by waiving or neglecting to enforce the right to forfeiture of this Agreement, or the right of re-entry upon breach of any covenant, condition or Agreement in it, does not waive its rights upon any subsequent breach of the same or any other covenant or condition of this Agreement.

**25. HOLDING OVER**

That if the Tenant holds over, following the term of this Agreement, and the District accepts the Rent, this Agreement becomes a tenancy from month to month, subject to those conditions in this Agreement applicable to a tenancy from month to month, however, this clause shall not preclude lease term renewal without holdover.

**26. DISTRICT'S PAYMENTS**

That if the District incurs any damage, loss, expense or makes any payment for which the Tenant is liable under this Agreement, then the District may add the cost or amount of the damage, loss, expense, or payments to the Rent and may recover it as if it were rent in arrears.

**27. DISTRESS**

That if the District is entitled to levy distress against the goods and chattels of the Tenant, the District may use enough force necessary for that purpose and for gaining admittance to the Premises and the Tenant releases the District from liability for any loss or damage sustained by the Tenant as a result.

**28. DAMAGE OR DESTRUCTION**

That if during the term of this Agreement the Premises are destroyed or damaged by fire, lightning or tempest or any other casualty, then:

- a) Subject to the following subparagraph (b), if the damage or destruction is such that the Premises are rendered wholly unfit for use, or if it is impossible or unsafe to use them, and if in either event the District, acting reasonably, determines that the Premises cannot be repaired or replaced, with reasonable diligence with the proceeds of property insurance that may be available to the District, and in any event, within the earlier of one hundred-eighty (180) days from the happening of such damage or destruction, or before the expiry of the term of this Agreement, then either the District or the Tenant may, at its option, within fifteen (15) days following the District's determination not to repair, terminate this Agreement by giving notice in writing of such termination to the other party in which event this Agreement and the term hereby demised shall cease and be at an end as of the date of such destruction or damage and the Rent and all other payments for which the Tenant is liable under the terms of

this Agreement shall be apportioned and paid in full to the date of notice of termination;

- b) Notwithstanding the above subparagraph (a), in the event that the damage or destruction was caused by the negligence, fault or breach of a provision of this Agreement by the Tenant, or by Related Persons, this Agreement shall not terminate, and the Tenant shall repair or replace the Premises with all reasonable speed and the Rent hereby reserved shall not abate or be reduced.

**29. INSOLVENCY**

- a) That if any of the goods or chattels on the Premises are at any time seized or taken in execution or attachment by any creditor of the Tenant or under bill of sale or chattel mortgage, or;
- b) If a writ of execution issues against the goods or chattels of the Tenant, or;
- c) If the Tenant makes any assignment for the benefit of creditors, or;
- d) If the Tenant becomes insolvent or bankrupt, or;
- e) If being an incorporated company or society, proceedings are begun to wind up the company or society, or;
- f) If the Premises or any part of them becomes vacant and unoccupied for a period of thirty (30) days or is used by any other person or persons for any purpose other than permitted in this Agreement without the written consent of the District;

Then the term of this Agreement shall, at the option of the District, immediately become forfeited and the then current month's Rent for the three months next following shall immediately become due and payable as liquidated damages to the District and the District may re-enter and repossess the Premises despite any other provision of this Agreement.

**30. ABANDONMENT OF PREMISES**

That in case the Premises or any part thereof become vacant and are unoccupied by the Tenant for a continuous period of thirty (30) days without notification or are used by any other person or persons, or for any other purpose than provided for under this Agreement, without the written consent of the District, this Agreement shall, at the option of the District, terminate. In this case, the term of this Agreement shall expire and be at an end, anything in this Agreement to the contrary notwithstanding, and the then current month's Rent will be due and payable. The District may then reenter and take possession of the Premises as though the Tenant or Related Persons of the Premises were holding over after the expiration of the term of this Agreement, and the term shall be forfeit and void.

**31. EVENTS OF DEFAULT**

That the following constitutes events of default by the Tenant:

- a) The Tenant's failure to pay the Rent when due, whether demanded or not;
- b) The Tenant's breach of any term of this Agreement;
- c) The Tenant vacates the Premises or leaves them unoccupied for more than two (2) consecutive days (except during closure of the Facility) or;
- d) Use of this Agreement in execution or attachment for any cause whatsoever;

**32. TERMINATION**

That either the District or the Tenant may terminate this Agreement for any reason upon ninety (90) days written notice to the other party.

**33. RE-ENTRY**

- a) That in the event of default by the Tenant it shall be lawful for the District, at any time thereafter, to enter into and upon the Premises, or any part thereof, to have again, repossess and enjoy, as of its former estate, notwithstanding anything to the contrary contained in this Agreement;
- b) That whenever the District shall be entitled to re-enter the Premises it may, at its option and without limiting its other remedies, terminate the Agreement, reserving the right to claim all costs (on a solicitor and client basis), losses, damages and expenses arising from the Tenant's breach.

**34. PRICING**

That the Tenant's pricing policy for food, beverages and services will reflect comparable street prices for similar establishments and be reflective of an approach to attract and encourage use by the public of the Premises.

**35. LEGAL RELATIONSHIP**

That it is understood and agreed that nothing contained in this Agreement, nor any act of the parties, shall be determined to create any relationship between the District and the Tenant other than the relationship of District and Tenant.

**36. SEVERABILITY**

That should any provision of this Agreement be illegal or unenforceable it shall be considered separate and severable from the remainder of this Agreement and the remaining provisions shall remain in force and be binding upon the parties as though the provision had never been included.

**37. ENTIRE AGREEMENT**

- a) That the Tenant acknowledges that there have been no representations made by the District which are not set out in this Agreement and that this Agreement constitutes the entire Agreement between the parties;
- b) That this Agreement shall be a completely carefree net lease to the District as applicable to the Premises and the District shall not be responsible during the term of this Agreement for any cost, charges, expenses or outlays of any nature whatsoever in respect to the Premises or its contents except those mentioned in this Agreement.

**38. NOTICE**

That any notice required by this Agreement will be posted on the Premises and/or sent by registered mail and then confirmed by email to the parties set out in the first page of this Agreement.

**39. NUISANCE**

That the Tenant shall not do, suffer, or permit to be done any act or thing upon, to, or in the Premises which will or would constitute a nuisance to the occupiers of the Facility or adjoining tenants near the Premises, or to the public generally.

**40. BINDING EFFECT**

That this Agreement shall ensure, be to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors, administrators and permitted assignees.

**41. INTERPRETATION**

- a) That whenever singular, masculine or neutral terms and/or pronouns are used in this Agreement it is to be construed as including the plural, feminine or the body corporate where the context of the parties so require;

- b) That the headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.

**42. TIME IS OF THE ESSENCE**

That time is of the essence of this Agreement.

**43. GOVERNING LAW**

That this Agreement shall be governed and is to be construed in accordance with the laws of British Columbia.

**44. EFFECTIVE DATE**

That this Agreement shall take effect as of the, regardless of the dates of signing of this Agreement.

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**APPENDIX A**

Concession Lease Space and the adjacent Janitorial Closet located within the Mackenzie Recreation Centre, adjacent to the Arena Lobby and Community Hall.

