

Business Operator License Agreement

THIS AGREEMENT MADE this _____ day of _____ 20__.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF SASKATCHEWAN
as represented by the Minister of Parks, Culture and Sport
(herein called "the Minister")

- and -

In the Province of Saskatchewan
(herein called "the Business Operator")

WHEREAS the Business Operator wishes to operate a business in xyz Provincial Park within the meaning of *The Parks Act*;

AND WHEREAS the Business Operator requires:

(a) the Minister's authorization for the use and occupation of park land pursuant to Clause 15(2) of *The Parks Act* and Clause 41 of *The Parks Regulations, 1991*;

and

(b) the approval of the Minister to operate the business pursuant to Clause 52 of *The Parks Regulations, 1991*;

and the Minister is prepared to give such authorization and approval on the terms and conditions set out in this Agreement;

THE PARTIES THEREFORE AGREE AS FOLLOWS:

1. LICENCE

1(a) The Minister grants the business operator a license to use and occupy the area of the park shown on the attached Schedule "A" and generally described as follows:

(herein called “the designated area”)

for the purposes of operating the business described as follows, subject to the terms and conditions of this Agreement:

- (b) This Agreement shall also constitute the written consent of the Minister pursuant to Clause 52 of The Parks Regulations, 1991.
- (c) Whether an activity is permitted pursuant to section 1(a) is within the sole discretion of the Minister and his decision in this regard is final.
- (d) The Business Operator will have access to the designated area for the period of _____ to _____. The Business Operator shall be open for business to meet public demand and as weather permits. Hours of operation are to be posted on the premises.
- (e) Unless otherwise expressly indicated in writing by the Minister, the Business Operator shall not have the exclusive use of the designated area and shall not allow its operations or participant/spectator congestion to interfere with public access thereto.
- (f) The Business Operator shall not, without the prior written approval of the Minister, use the designated area for any purpose other than the business described in section 1(a), or conduct or permit any other business or concession in association with the business.
- (g) The Minister shall not be required to provide any special services to the designated area in connection with the business.

2. FEES AND DEPOSIT

- 2(a) The Business Operator shall pay to the Minister the following:
 - (i) a fee of \$200 for the use of the designated area payable as follows:
 - On or before August 1\$200.00
 - (ii) On or before December 31st, 3.5% of gross revenue over and above \$5,725.00 for the operating season ended October 31st.
 - (iii) The Business Operator shall pay interest to the Minister on any amount not paid on time pursuant to subsection (a). The rate of interest shall be 1.0% per month on all sums of money owing that are not paid within 30 days from the due date, and unpaid interest shall be compounded annually thereafter.
 - (iv) The Business Operator shall pay when due, the Goods and Services Tax that

relate to the Business Operator's operation in respect of this agreement.

- (b) Where requested by the Minister, the Business Operator shall provide the Minister with an audited financial statement certifying the amount of the gross revenue from a business.
- (c) In addition to the fees and charges mentioned in section 2(a), the Business Operator shall be liable to the Minister for any damage to park buildings, furniture, facilities or grounds caused by the Business Operator, or its members, officers, employees, volunteers, agents, contractors, patrons, customers or concessionaires, or by any participants in or spectators of the business. The Minister may, in his sole discretion, determine the amount owing for such damage.
- (d) The Business Operator shall be responsible to pay for all utility charges as determined between the Minister and the Business Operator.

3. OPERATING CONDITIONS

- 3(a) The Business Operator shall, at its own expense:
 - (i) use only those facilities and areas designated and approved by the Minister;
 - (ii) ensure that the facilities and areas used for the business are maintained during the business operation period and are restored to their prior condition after the business operation period, to the satisfaction of the Minister;
 - (iii) ensure that all garbage and waste materials resulting from the business are properly disposed of in facilities designated by the Minister, to the satisfaction of the Minister;
 - (iv) provide or employ, to the satisfaction of the Minister, an adequate number of competent personnel for the safe and efficient operation of the business;
 - (v) arrange for emergency and first-aid personnel and procedures that are satisfactory to the Minister;
 - (vi) be responsible for all security associated with the business, use qualified security, and make a sufficient number of individuals available to assist in managing traffic and pedestrians;
 - (vii) obtain any necessary permits, licences or approvals associated with the business , and comply with all applicable laws;
 - (viii) prior to the business commencement, provide the Minister with a list of names of the Business Operator's staff and volunteers involved in the business;

- (ix) obtain the prior approval of the Minister for all advertising and promotion on park land, and for the placement of any signs on park land, in connection with the business;
 - (x) ensure that the rights of other park users are respected and that the business is not damaging, disturbing or a nuisance to persons using the park;
 - (xi) maintain records on safety procedures respecting the business and allow the Minister inspection of such records at all reasonable times;
 - (xii) price goods and services at fair and reasonable rates;
 - (xiii) refrain from carrying on or permitting to be carried on any activity which is damaging, disturbing or a nuisance to the land, the park or persons on the land; and
 - (xiv) follow rules that the Minister may develop to protect and conserve park land and waters surrounded by park land.
- (b) The Minister reserves the right, in his sole discretion, to determine the number of spectators and/or participants that area of the park can safely accommodate, and the Business Operator shall ensure that such capacity is not exceeded.
- (c) The Business Operator shall not construct, or make any modification, alteration or addition to, any building, structure, facility or land in the park, without the prior written approval of the Minister, and shall comply with any requirements set out by the Minister in such approval.
- (d) The Business Operator shall remove all of its property from the park by the date set out in section 1(d), or by such later time as may be specified by the Minister. Any property not removed by the time specified shall become the property of the Crown and may be disposed of in any manner the Minister considers appropriate without compensation to the Business Operator.

4. INSURANCE

- 4(a). The Business Operator shall, at least fifteen days prior to the business, provide the Minister with a certificate of insurance, or other evidence satisfactory to the Minister, indicating that the Business Operator has secured, in respect of the business, comprehensive general liability insurance covering loss of life, bodily injury and property damage, in an amount no less than \$2,000,000 inclusive of any one occurrence. Such policy shall:

- (i) be effected with an insurer licensed to carry on business in Saskatchewan;
 - (ii) cover participant liability;
 - (iii) name the Government of Saskatchewan, Ministry of Parks, Culture and Sport as an additional insured; and
- (b) provide for thirty days notice to the Minister in case of cancellation or introduction of major coverage restriction.
- (c) In addition to the insurance coverage required by section 4(a), the Minister may, where he considers it appropriate, require the Business Operator to have participants in the business sign a waiver of liability form.

5 . INDEMNIFICATION

5. The Business Operator hereby indemnifies and saves harmless the Government of Saskatchewan, and all its ministers, servants, officers, employees and agents, against any and all actions, claims, demands, losses, costs, expenses or liabilities which may be brought against them, or any of them, by reason of anything done or omitted to be done by the Business Operator, or its members, officers, employees, volunteers, agents, contractors, patrons, customers or concessionaires, or by any participants in or spectators of the business, in the park or in connection with the business, or in the carrying out of this Agreement, or arising out of any breach, violation or non-performance by the Business Operator of this Agreement, including any liabilities for death of or injury to the person or property of the Business Operator, or its members, officers, employees, volunteers, agents, contractors, patrons, customers or concessionaires, or participants in or spectators of the business. This section shall survive any expiration or termination of this Agreement.

6. TERMINATION

- 6(a) The Business Operator may terminate this Agreement by giving the Minister at least 30 days written notice prior to the date of the business. If such notice is given, the Minister shall return any deposit paid by the Business Operator. If the Business Operator terminates the Agreement without such notice, the Minister may, in his sole discretion, retain the deposit as liquidated damages.
- (b) The Minister may terminate this Agreement without cause by giving the Business Operator at least thirty days written notice prior to the date of the business. If such notice is given, the Minister shall return any deposit paid by the Business Operator. The Business Operator hereby waives any claim for damages, losses or compensation should the Agreement be so terminated.
- (c) In the event that the Business Operator:

- (i) fails to provide proof of insurance in accordance with section 4; or
- (ii) manifests to the Minister, expressly or otherwise, an intention not to perform its obligations under this Agreement, or if, in the sole discretion of the Minister, it becomes evident that the Business Operator will not be able to perform its obligations under this Agreement;

the Minister may, at his option and without prejudice to any other rights and remedies he may have, terminate this Agreement immediately on written notice to the Business Operator. In such business, the Minister may, in his sole discretion, retain the deposit as liquidated damages, but the Business Operator shall nevertheless be liable to the Minister for any additional damages, costs and expenses incurred by the Minister by reason of the Business Operator's default. The Business Operator hereby waives any claim for damages, losses or compensation should the Agreement be so terminated.

- (d) Notwithstanding any other provision of this Agreement, the Minister reserves the right to terminate this Agreement immediately on oral notice to the Business Operator or the Business Operator's representative at the business, and to interrupt or shut down the business, in the business that:
 - (i) in the sole discretion of the Minister, the business is being carried out contrary to law, or involves breaches of public decency or good morals, or is otherwise detrimental to the reputation of the Ministry of Parks, Culture and Sport; or
 - (ii) in the sole discretion of the Minister, considerations of public safety or maintenance of public order warrant it.

Any such termination shall be without prejudice to any other rights and remedies the Minister may have, and the Business Operator shall nevertheless be liable for all damages, costs and expenses incurred by the Minister in connection with the business. The Business Operator hereby waives any claim for damages, losses or compensation should the Agreement be so terminated.

7. MISCELLANEOUS

- 7(a) The Minister, or enforcement officers of the Ministry of Parks, Culture and Sport, may, at any time, inspect the designated area and the conduct of the business with a view to monitoring compliance with this Agreement and with applicable legislation, and the Business Operator shall not impede or in any way interfere with such monitoring.
- (b) The Business Operator shall not assign this Agreement, or any of its rights or obligations under this Agreement, without the prior written consent of the Minister.
- (c) The Minister's designate for receiving payments and notices and for exercising the Minister's rights, powers and obligations under this Agreement shall be:

Ministry of Parks, Culture and Sport
Parks Service – 2nd Floor
3211 Albert Street
Regina, Saskatchewan
S4S 5W6

- (d) Any waiver of the Minister's rights under this Agreement, to be effective, must be in writing and signed by the Minister, and shall not prejudice any right or remedy of the Minister in the case of any other default by the Business Operator.
- (e) Time shall be of the essence of this Agreement.
- (f) The subject headings in this Agreement are included for convenience of reference only, and shall not affect the construction or interpretation of any of its provisions.

THE PARTIES EXECUTE THIS AGREEMENT AS OF THE DATE FIRST MENTIONED ABOVE.

Witness

Minister of Parks, Culture and Sport

Witness

Business Operator