



PARK USE PERMIT

COMMERCIAL LAND USE / OCCUPANCY

This Park Use Permit No. **103034** (the "Permit") is issued under the authority of the *Park Act*

Fiordland Conservancy, Hakai Luxvbalis Conservancy
(the "Park")

FROM:
HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister responsible for the *Park Act* (the "Province") at the following address:

**Ministry of Environment
Parks and Protected Areas Division
Cariboo Region
400 - 640 Borland Street
Williams Lake BC V2G 4T1**

TO:
Leslie Jack Ashton dba Raincoast Outfitters Ltd.
(the "Permittee") at the following address:
**PO BOX 204
70 Mile House, BC V0K 2K0**

THE PROVINCE AND THE PERMITTEE AGREE AS FOLLOWS:

ARTICLE I - GRANT OF PERMIT

- 1.01 The Province, on the terms and conditions of this Permit, grants to the Permittee permission to enter upon and use that part of the Park (the "Permit Area") described, and for the purposes described, in the Management Plan Schedule.

ARTICLE II - TERM

- 2.01 The duration of this Permit is for a term of **5 years** commencing on **April 1, 2006** (the "Commencement Date") and ending on **March 31, 2011** (the "Expiration Date"), unless cancelled, terminated or renewed in accordance with the terms and conditions of this Permit.

ARTICLE III - FEES

- 3.01 The Permittee must pay to the Province a minimum fee (the "Permit Fee") of **\$525.00** (GST included if applicable) prior to Commencement date and on each anniversary of the commencement date during the term of this Permit.
- 3.02 The Province may, by notice to the Permittee not less than 30 days prior to each anniversary of the Commencement Date, increase the Permit Fee to an amount solely determined by the Province at its discretion, and the Permittee must pay the increased amount.
- 3.03 The Permittee must pay interest to the Province on money payable by the Permittee and owing to the Province under this Permit, at the rate of interest prescribed by the *Financial Administration Act* in respect of money owing to the Province, which interest will be calculated from the date that the money becomes payable to the Province.

ARTICLE IV - INDEMNITY AND INSURANCE

- 4.01 The Permittee will indemnify and save harmless the Province, its servants, employees and agents against all losses, claims, damages, actions, costs and expenses that the Province, its servants, employees and agents may sustain, incur, suffer to be put to at any time arising, directly or indirectly, from any act or omission of the Permittee, its employees, agents, contractors and licensees under this Permit, except for any liability arising from any independent, negligent act of the Province.
- 4.02 The Permittee will during the term of this Permit provide, maintain and pay for insurance in such form and amounts and with such deductibles, if any, as prescribed in the Insurance Schedule. **See Attached Schedule**

ARTICLE V – FINANCIAL GUARANTEE

- 5.01 The Permittee will, in accordance with the Financial Guarantee Schedule, deliver to the province security for the performance by the permittee of all its obligations under this Permit. **Not Required**

ARTICLE VI - COVENANTS OF THE PERMITTEE

- 6.01 The Permittee must:
- (a) pay the Permit Fee and other money payable under this Permit when due at the address of the Province first written above or at such place as the Province may specify from time to time;
 - (b) pay when due all taxes, levies, charges and assessments that relate to operations of the Permittee under this Permit;
 - (c) comply with all laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority in any way affecting the Permit Area, the Park, its use and occupation or the Permittee's operations under this Permit;
 - (d) advise its employees, contractors, licensees, and agents of the laws and regulations respecting provincial parks and recreation areas and the conditions of this Permit respecting conduct in the permit Area;
 - (e) keep the Permit Area in a safe, clean and sanitary condition to the satisfaction of the Province and make safe, clean and sanitary any portion of the Permit Area that the Province may direct by notice in writing to the Permittee;
 - (f) remove from the Permit Area and the Park all garbage, debris and effluent resulting from its use of the Park and Permit Area under this Permit, except as otherwise permitted in the Management Plan Schedule;
 - (g) comply with all orders and directions made, verbally or in writing, by a park officer (as defined in the *Park Act*) relating to the Park, this Permit or the Permit Area;
 - (h) not construct, erect, place, repair, maintain or alter any building, fixture, equipment, structure or improvement in the Permit Area except as may be permitted by this Permit or with the prior written consent of the Province;
 - (i) take all reasonable precautions to prevent and suppress fires in the Permit Area;
 - (j) not interfere with free public access through, across and upon the Permit Area, unless otherwise specified in the Management Plan Schedule;
 - (k) not interfere with or disrupt the activities and operations of other permittee's or users in the Park;
 - (l) use and occupy the Permit Area only in accordance with the provisions of this Permit;
 - (m) not remove, destroy, damage, disturb or exploit any natural resource (as that term is defined in the *Park Act*) or any archaeological or cultural artefact found in or on the Permit Area except as may be permitted by this Permit, and only then in accordance with the *Park Act* and all other applicable laws;
 - (n) not commit or allow any wilful or voluntary waste, damage or destruction in or upon the Permit Area;

- (o) pay for or repair, as determined by the Province, any damage caused to the property of the Province by the Permittee, its employees, agents, contractors, or licensees;
- (p) upon the expiration, cancellation or termination of this Permit:
 - (i) peaceably quit and deliver up possession of the Permit Area to the Province,
 - (ii) remove all chattels and improvements of the Permittee from the Permit Area within 30 days of the expiration, cancellation or sooner termination of this Permit, unless otherwise advised in writing, by the Province,
 - (iii) deliver to the Province possession of all equipment, furnishings, fixtures, chattels and improvements owned by the Province in a state of good repair and working order, and
 - (iv) restore the Permit Area to the satisfaction of the Province;
 - (v) and to the extent necessary, this covenant will survive the expiration, cancellation or termination of this Permit; and
- (q) comply with all provisions of the schedules to this Permit.

ARTICLE VII - RIGHTS OF THE PROVINCE

- 7.01 The Province retains all rights in respect of the Park and Permit Area which are not expressly granted to the Permittee under this permit, including, without limitation:
- (a) the right at all times for the Province, its authorized representatives, employees, and agents to have unimpeded access over and along all portions of the Permit Area and to inspect any portions of the Permit Area;
 - (b) the right at all times to construct, repair, alter and maintain buildings, equipment, structures and improvements upon the Permit Area; and
 - (c) the right to grant further rights in respect of the Park and Permit Area, provided that such rights do not unreasonably impede, obstruct or compete with the rights of the Permittee under this Permit.

ARTICLE VIII - NOTICE

- 8.01 Any notice required to be given by either party to the other will be deemed to be given if it is in writing and is delivered by hand or prepaid registered mail to the address first written above or any other address that may be specified in writing by a party and a notice will be deemed to be delivered, if mailed, eight days after the time of mailing except, in the case of a postal interruption, actual receipt is required.
- 8.02 Notwithstanding section 8.01, any written notice to be given by the Province to the permittee under this Permit will be effectively given if it is posted in a conspicuous place on the Permit Area.

ARTICLE IX - RENEWAL

- 9.01 Not later than 30 days prior to the Expiration Date, the Permittee may, by notice in writing delivered to the Province, apply to the Province for a renewal of this Permit.
- 9.02 Provided that the Permittee is not in default under this Permit and subject to the terms of the *Park Act*, the Province may renew this Permit upon the terms and conditions determined by the Province.
- 9.03 The Permittee acknowledges that nothing in this Permit obligates the Province to renew this Permit and the Province's decision in that respect is entirely within its discretion

ARTICLE X - TRANSFER

- 10.01 The Permittee must not assign, transfer, sublicense or grant any of the rights or privileges granted by this Permit without the prior written consent of, and on the terms and conditions determined by, the Province.
- 10.02 If the Permittee is a corporation then a change in the control (as that term is defined in subsection 1(4) of the *Company Act*) of the Permittee without the prior written consent of the Province is deemed to be a breach of section 5.01.

ARTICLE XI - CANCELLATION

- 11.01 In the event that
- (a) the Permittee defaults in the payment of the Permit Fee or other money payable under this Permit, and the default continues for 7 days after the giving of written notice of the default by the Province to the Permittee;
 - (b) the Permittee fails to perform or observe any of the terms or conditions of this Permit, other than the payment of money, and the failure is not remedied within a period specified by the Province;
 - (c) the Permittee has wilfully misrepresented information:
 - (i) on the application form which led to the granting of this Permit, or
 - (ii) required to be provided under the terms and conditions of this Permit;
 - (d) the Permit Area is damaged or destroyed by any cause whatsoever;
 - (e) the Park is closed by the Province;
 - (f) the Permittee files a petition in bankruptcy, is adjudged bankrupt, is petitioned into bankruptcy, makes an assignment for the benefit of its creditors, becomes insolvent or takes the benefit or protection of any statute for bankrupt or insolvent debtors;
 - (g) any of the Permittee's assets is seized in execution from the Permit Area;
 - (h) the Permittee, its employees, agents, contractors or licensees performs any act which in the opinion of the Province, affects the good standing or reputation of the Park, or adversely affects any other permit holder or park user within the Park;
- the Province may cancel this Permit immediately by written notice to the Permittee.
- 11.02 In the event that the Permittee and the Province mutually agree in writing to terminate this Permit, the parties will be released and discharged from their obligations under this Permit, except as otherwise provided in this Permit.
- 11.03 The obligation of the Permittee
- (a) to pay the Permit Fee and other money payable under this Permit; and
 - (b) to comply with Sections 4.01, 6.01(e), 6.01(o) and 6.01(p);
- will survive the expiration, cancellation or termination of this Permit.
- 11.04 The Permittee will not be entitled to any compensation from the Province, in damages or otherwise, in respect of a cancellation or termination of this Permit.

ARTICLE XII - MISCELLANEOUS

- 12.01 This Permit may be inspected by the public at such times and at such places as the Province may determine.
- 12.02 Time is of the essence in this Permit.
- 12.03 Nothing in this Permit will be considered to have been waived by the Province unless such waiver is in writing.
- 12.04 During the term of this Permit, the Permittee will be an independent contractor and not the agent, employee or partner of the Province.

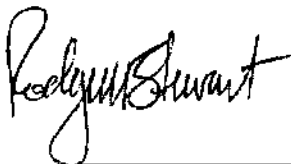
- 12.05 The Province will not be liable for any loss, damage, cost or expense resulting from the destruction of or damage to the Permittee's property or a disruption of the Permittee's operations under this Permit which result from strikes, flooding or other acts of God, vandalism, or any other interference to the Permittee's operation or property.

ARTICLE XIII- INTERPRETATION

- 13.01 In this Permit, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine, a corporation and body politic.
- 13.02 The captions and headings contained in the Permit are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of the provisions of this Permit.
- 13.03 In this Permit, a reference to an enactment of the Province of British Columbia or of Canada includes a reference to any subsequent enactment of like effect, and unless the context otherwise requires, all statutes referred to in this Permit are enactments of the Province of British Columbia.
- 13.04 If any part of this Permit is found to be illegal or unenforceable, that part will be considered separate and severable and the remaining parts will be enforceable to the fullest extent permitted by law.
- 13.05 If all or part of the Permit Area is in a recreation area established or continued under the *Park Act*, this Permit is deemed to be a resource use permit as that term is defined in the *Park Act*.
- 13.06 All schedules to this Permit form an integral part of this Permit.

IN WITNESS WHEREOF the parties have duly executed this Permit.

SIGNED and DELIVERED on behalf of the **Province** by a duly authorized representative of the Province.



Duly Authorized Representative

January 21, 2009

Date

MANAGEMENT PLAN SCHEDULE

PERMIT AREA DESCRIPTION

The Permittee is authorized to enter the Permit Area described below and outlined on the attached map.

- **Fiordland Conservancy**
- **Hakai Luxvbalis Conservancy**

PURPOSE(s) and FEE(s)

Protected Land: **Fiordland Conservancy**

For the purpose shown below, the permittee is authorized to pursue the following activities:

Base Facility:

Activities: Big Game Guide Outfitting

Purpose: Guide outfitters, transporters and angling guides licensed pursuant to the Wildlife Act - The use by a guide outfitter, transporter or angling guide, of a territory allocated in conjunction with the activity of a guide outfitter, transporter or angling. Guide Outfitting

Fee Description: \$250 or \$1 per day whichever is greater

Schedule K Ref: Part 4, Item 10 (a)(ii)

Fees:

Item	Number	Rate	Total
Minimum Fee	1	\$250.00	\$250.00

Sub Total (based on Fee Description above): \$250.00

Protected Land: **Fiordland Conservancy**

For the purpose shown below, the permittee is authorized to pursue the following activities:

Base Facility:

Activities: Guided Angling

Purpose: Guide outfitters, transporters and angling guides licensed pursuant to the Wildlife Act - The use by a guide outfitter, transporter or angling guide, of a territory allocated in conjunction with the activity of a guide outfitter, transporter or angling. Angling Guiding

Fee Description: \$250 or \$1 per day whichever is greater

Schedule K Ref: Part 4, Item 10 (a)(ii)

Fees:

Item	Number	Rate	Total
Minimum Fee	1	\$250.00	\$250.00

Sub Total (based on Fee Description above): \$250.00

Protected Land: Hakai Luxvbalis Conservancy

For the purpose shown below, the permittee is authorized to pursue the following activities:

Base Facility:**Activities:** Big Game Guide Outfitting**Purpose:** Guide outfitters, transporters and angling guides licensed pursuant to the Wildlife Act - The use by a guide outfitter, transporter or angling guide, of a territory allocated in conjunction with the activity of a guide outfitter, transporter or angling. Guide Outfitting**Fee Description:** \$250 or \$1 per day whichever is greater**Schedule K Ref:** Part 4, Item 10 (a)(ii)**Fees:**

Item	Number	Rate	Total
Minimum Fee	1	\$250.00	\$250.00
Sub Total (based on Fee Description above):			\$0.00

Protected Land: Hakai Luxvbalis Conservancy

For the purpose shown below, the permittee is authorized to pursue the following activities:

Base Facility:**Activities:** Guided Angling**Purpose:** Guide outfitters, transporters and angling guides licensed pursuant to the Wildlife Act - The use by a guide outfitter, transporter or angling guide, of a territory allocated in conjunction with the activity of a guide outfitter, transporter or angling. Angling Guiding**Fee Description:** \$250 or \$1 per day whichever is greater**Schedule K Ref:** Part 4, Item 10 (a)(ii)**Fees:**

Item	Number	Rate	Total
Minimum Fee	1	\$250.00	\$250.00
Sub Total (based on Fee Description above):			\$0.00

Sub Total:	\$500.00
GST (5%):	\$25.00
Minimum Fee Required:	\$525.00

SPECIAL PROVISIONS

1. Permittee Designated Representative

The Permittee appoints the following representative to be responsible for liaison between BC Parks and the Permittee:

Name: Leslie Jack Ashton
Address: PO Box 204
70 Mile House BC V0K 2K0
Telephone: 250-456-2316
Fax: 250-456-2315

2. BC Parks Representative(s):

Park, Protected Area or Conservancy Name	Area Supervisor	Phone	Email
Fiordland Recreation Area	Steven Hodgson	250-982-2701 ext 29	steven.hodgson@gov.bc.ca
Hakai Luxvbalis Conservancy	Steven Hodgson	250-982-2701 ext 29	steven.hodgson@gov.bc.ca

3. Operating Season

The Operating Season is defined as the period commencing April 1st and ending on October 31st, annually, for the duration of the Permit.

4. Changes to the Operating Plan

Any changes to the Permittee's Operating Plan must be submitted by March 1st annually, for the duration of the Permit.

5. Guide Outfitter Licence

The Permittee must maintain a Guide Outfitter Licence, issued under the provisions of the *Wildlife Act*, prior to hunting within the Recreation and Conservancy Areas.

6. Angle Guide Licence

The Permittee, or any employee of the Permittee must maintain an Angle Guide Licence or Assistant Angle Guide Licence, issued under the provisions of the *Wildlife Act*, prior to angle guiding within the Recreation Area.

7. Visitor Statistics

The Permittee shall complete and submit visitor use statistics sheets, as supplied by BC Parks, by November 30th annually, for the duration of the Permit to the following address:

Ministry of Environment
PASB – Park Use Permits
PO Box 9371 STN PROV GOVT
Victoria BC V8W 9M3

8. Vessel Identification (if applicable)

The Permittee shall provide BC Parks with the name, registration, capacity and ownership of the Permittee's vessel occupying the Permit Area. All guest tender boats must display registration numbers.

9. Insurance Requirements

The Permittee is required to hold **\$2,000,000** inclusive per occurrence of EACH of **Comprehensive General Liability insurance and Marine Liability insurance** for all vessels owned, operated or licensed in the name of the Permittee, in accordance with Article IV of this Permit.

INSURANCE SCHEDULE

- 1.1 The Permittee will, during the term of this Permit, maintain and pay for, with insurers licensed in British Columbia, the following insurance:

Comprehensive General Liability Insurance in an amount not less than **\$2,000,000.00 inclusive per occurrence** against personal injury, property damage and liability assumed under contract. **The Province is to be added as an additional insured under this policy and policy must include a cross liability clause.**

and

\$2,000,000.00 Marine Liability Insurance **inclusive per occurrence. The Province is to be added as an additional insured under this policy and policy must include a cross liability clause.**

- 1.2 All insurance required to be maintained by the Permittee under this Permit will be primary and not require any insurer of the Province to share or contribute to any loss.
- 1.3 On or before the Commencement Date, the Permittee will provide the Province with a "Province of British Columbia Certificate of Insurance" that has been completed by the Permittee's insurer in respect of all insurance required to be maintained by the Permittee under this Permit. When requested by the Province, the Permittee will provide to the Province certified copies of the insurance policies.
- 1.4 All policies of insurance required to be maintained by the Permittee under this Permit must be endorsed with a requirement that the Province be provided 30 days' prior written notice of cancellation of or a material change to the policy.
- 1.5 The Permittee waives all rights of recourse against the Province with regard to damage to the property of the Permittee.
- 1.6 The Province may, by notice in writing to the Permittee, require the Permittee to change the form, amount, deductible or other term of any insurance required to be maintained under this Permit and the Permittee must change the insurance accordingly within 30 days of such notification.