

FOOD TRUCK SPACE RENTAL AGREEMENT

THIS FOOD TRUCK SPACE RENTAL AGREEMENT is dated for reference on the day the Operator signs the Google Form.

AMONG:

SILVA BAY RESORT & MARINA LTD

(“Silva Bay”)

AND:

FOOD TRUCK OPERATOR

(the “Operator”)

WHEREAS, Silva Bay is the registered owner of the property located at 3383 South Road, Gabriola, BC V0R 1X7, and the Operator wishes to lease a space for their food truck at the Site for a short-term trial period.

NOW THEREFORE, for good and valuable consideration, and in consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. TERM AND PAYMENT

- 1.1 This Agreement shall be effective upon execution by both Parties on the date of confirmation. (the “Term”).
- 1.2 The Operator shall pay Silva Bay a deposit of \$200 (the “Deposit”) to confirm their participation at the Site during the Term. The Deposit is refundable only upon the Operator's attendance on the scheduled operating days. In the case of a no-show or cancellation, the Deposit will not be refunded.
- 1.3 Operators who make their Deposit payment on or before March 31 shall have the daily Rental Fee waived.
- 1.4 Operators making their Deposit after March 31 will be required to pay a Rental Fee of \$30 per day, unless a promotion after March 31 applies.
- 1.5 **Utilities Fee:** An optional utilities fee of \$10 per day shall be paid to Silva Bay when the Operator uses any on-site utilities, including but not limited to electricity and water.
- 1.6 Silva Bay reserves the right to make the final decision regarding Deposit refunds, Rental Fee waivers, or any other terms of this Agreement.

2. FOOD TRUCK SPACE

- 2.1 Silva Bay shall assign the Operator one parking space at the Site for the duration of the Term.
- 2.2 The Operator shall provide their own connections, including adapters, for power and water provided by Silva Bay.

3. TERMINATION OF THIS AGREEMENT

- 3.1 Silva Bay may terminate this Agreement prior to the end of the Term or any Rental Period, with or without cause, and in Silva Bay's sole discretion, without any penalty whatsoever.
- 3.2 Operators may terminate this Agreement with at least one week's written notice, but only in cases where circumstances beyond the Operator's control prevent the proper or safe operation of their business. The determination of such circumstances shall be at Silva Bay's sole discretion, acting reasonably. Termination under this clause will result in the loss of the \$200 deposit. Exceptions to this may be made at Silva Bay's sole discretion if the cancellation is due to circumstances beyond the Operator's control.

4. FOOD TRUCK SPACE, MERCHANDISE, & DISPLAY STANDARDS

- 4.1 Silva Bay shall assign the Operator, in its sole discretion, one (1) parking space.
- 4.2 Silva Bay shall be entitled to determine, in its sole discretion, how the Site is used and how the Operator presents the Food Truck to the general public.
- 4.3 The Operator is required to provide their own connections, including adapters, for the power and water provided by Silva Bay.
- 4.4 Silva Bay reserves the right to change the Operator's parking space without notice or consent at any time.
- 4.5 The Operator has permission to place sandwich board signs, in accordance with bylaw regulations, indicating operating hours:
 - (a) at the road beside the large Silva Bay Marina sign, near the entrance to the driveway of the Site and in the parking lot directing people down towards the Food Truck;
 - (b) at the bottom of the North ramp near the blue electrical box directing people to the Food Truck;
 - and
 - (c) beside the Food Truck.
- 4.6 The Operator will be responsible for all of its own marketing and advertising expenses.
- 4.7 Operator shall not operate its business past 8:00 p.m. without prior written consent from Silva Bay.
- 4.8 The Operator will be solely responsible for arranging and paying for removal of all waste generated by its operations including but not limited to its recycling and compostable waste, on a regular basis.
- 4.10 The Operator shall clean the area surrounding the Food Truck. All areas of Silva Bay's property are expected to be left in the same condition as it was received. All waste must be bagged and disposed of appropriately in accordance with bylaws and regulations.
- 4.11 The Operator shall not affix any personal property to the Site or any other part of Silva Bay's premises without Silva Bay's prior written consent, such consent may be unreasonably withheld.
- 4.12 The Operator shall not sell anything other than food, including but not limited to alcohol or other merchandise, without the written consent of Silva Bay and the appropriate permits from any applicable regulators.
- 4.13 Silva Bay shall not be liable under any circumstances whatsoever for any loss or damage to the Operator's property.
- 4.14 The Operator shall be responsible for properly discharging their grey water in accordance with all applicable legal regulations.
- 4.18 In consideration of Marina guests, neighbors and sound travelling over the water, the Operator shall not cause any nuisance between the hours of 8:00 pm and 10:00 am

5. INDEMNIFICATION

- 5.1 The Operator agrees to indemnify, defend, and hold harmless Silva Bay, its managers, its members, its affiliates, officers, employees, agents, and representatives from and against any and all losses, lawsuits, judgments, causes of action, costs, damages, claims (actual or alleged) and expenses resulting from claims for nuisance, bodily injury, tort, death, property destruction, and/or property damage arising out of or incidental to or in any way resulting from the acts or omissions, whether negligent or otherwise, of the Operator, its employees, subcontractors, sublicenses, subtenants, or agents, if any, in the performance of this Agreement and/or the use of its space and/or the use of Silva Bay's premises, including but not limited to the usage of the Site.

6. LIMITATION OF LIABILITY

- 6.1 In no event shall Silva Bay its affiliates, officers, employees, agents, representatives, successors, or assignees be liable to the Operator and/or its affiliates and/or respective managers, members, officers, employees, agents, representatives or customers for any loss, liability, theft, damage, claim or demand, including, but not limited to, theft or damage to the Operator's property, furnishings, equipment and merchandise that the Operator may incur arising out of the Operator's operations at the Site.
- 6.2 Silva Bay shall not be required to carry insurance covering any such property theft, loss or damage and the Operator shall be solely responsible to carry its own insurance, such insurance to provide a minimum of two million (\$2,000,000) in liability coverage. In furtherance of the foregoing, in no event shall Silva Bay be liable for any consequential, special, indirect, incidental, or punitive damages, costs, expenses or losses (including, without limitation, loss of profits, loss of business, anticipatory profits and opportunity costs).

7. VIDEO AND PHOTOGRAPHY RELEASE

- 7.1 When provided written permission by the Operator, Silva Bay will have the irrevocable and unlimited right to use photographs and/or video recordings of the Operator, the Operator's intellectual property and the Operator's property on each of Silva Bay's social media and other Internet properties, publications, promotional flyers, marketing materials, derivative works, or for any other similar purpose without compensation from the Operator.
- 7.2 The Operator hereby releases, acquits and forever discharges Silva Bay from any and all claims, demands, rights, promises, damages, and/or liabilities arising out of or in connection with the use or distribution of said photographs and/or video recordings, including but not limited to any claims for invasion of privacy, appropriation, likeness, or defamation.
- 7.3 During the Term, the Operator has the right to affiliate its advertising and social media presence with Silva Bay's operations, business, and premises, and any images or graphics used to represent Silva Bay must receive prior written approval by Silva Bay's marketing staff.

8. MISCELLANEOUS

- 8.1 This Agreement constitutes the entire agreement between the Parties and that no other agreements, oral or written, are binding upon the Parties unless stated in this Agreement.
- 8.2 This Agreement may only be modified by a written agreement that is signed by both Parties.
- 8.3 If any term or provision of this Agreement, or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement, shall not be

affected, and each provision of this Agreement shall be valid and shall be enforceable to the extent permitted by law.

8.4 This Agreement may not be assigned to a third party without the written consent of Silva Bay.

8.5 This Agreement shall be governed by, and construed in accordance with, the laws of British Columbia and each Party hereby irrevocably submits to the jurisdiction of British Columbia in respect of any suit, action or proceeding arising out of or relating to this Agreement, and irrevocably accepts for itself and in respect of its property, generally and unconditionally, jurisdiction of such courts.

8.6 This Agreement may be executed in any number of counterparts and in electronic format, each of which when so executed and delivered (whether electronically or otherwise) shall be taken to be an original, but such counterparts shall together constitute one and the same document.