

# DOG PARK AREA LICENCE

CON24-0127

This Agreement made as of August 19<sup>th</sup>, 2024.

BETWEEN:

**WAL-MART CANADA CORP.**

(the “**Grantor**”)

AND:

**THE CITY OF LANGFORD**

(the “**Grantee**”)

IN CONSIDERATION of \$1.00 paid by the Grantee to the Grantor and other good and valuable consideration, the receipt and sufficiency of which the Grantor acknowledges, the parties agree as follows:

## **1. Grant of Licence**

- 1.1 The Grantor hereby grants, transfers and conveys to the Grantee and all of its servants, employees, agents, contractors, elected and appointed officials, invitees and all those persons for whom the Grantee is responsible (the “**Grantee Entities**”) during the Term (as defined hereafter) of this Agreement, a licence to enter upon, go across, pass over, return over, repass over, construct, repair, and maintain the fenced-in area shown on Schedule “A” (the “**Licensed Area**”) attached hereto, adjacent to the Grantor’s store located at 860 Langford Parkway, Victoria, British Columbia V9B 2S2 (the “**Building**”) for the sole purpose of establishing a publicly accessible off-leash dog area.
- 1.2 The term of this Agreement is for a period of five (5) years (the “**Term**”) commencing on September 1, 2024 (the “**Commencement Date**”) and terminating on August 31, 2029 (the “**Termination Date**”).
- 1.3 The parties agree and acknowledge that the nominal sum of Two Dollars (\$2.00) (the “**Licence Fee**”) shall be payable by the Grantee for the Term. The Licence Fee shall be paid by the Grantee on or before the Commencement Date to the Grantor.

## **2. Covenants of the Grantee**

- 2.1 The Grantee will:
  - (a) comply with all laws, bylaws, rules, requirements, orders, directions, ordinances, regulations, standards now or hereafter imposed by every competent statutory authority concerning or related to the Licensed Area;

- (b) exercise its rights and carry out its duties or obligations hereunder in a reasonable manner;
- (c) exercise the utmost care not to damage the Licensed Area or any improvements thereon and if the Grantee should cause any such damage, restore such damage to the Licensed Area or the improvements thereon to as close to its pre-damaged condition as is reasonably practical with reasonable dispatch or, where the Grantee reasonably deems restoration to be impractical, reimburse the Grantor for all damage the Grantee has caused but not repaired;
- (d) defend, indemnify and save harmless the Grantor and its successors and assigns from and against any and all actions, causes of actions, claims, suits, proceedings, costs and expenses of whatever kind, for any loss, damage, injury or death to any person or persons or any public or private property arising directly or indirectly out of the use of the Licensed Area by the Grantee and the Grantee Entities save and except where such personal injury or death or damage to any real, intangible personal or intangible property is caused by any grossly negligent act or omission or wilful misconduct by the Grantor; and
- (e) take out and maintain insurance coverage and registration for the City vehicles to be operated or parked in the Licensed Area as required by law.

2.2 The Grantee shall acquire and maintain at its sole cost and expense the following insurance coverage during the term of this Agreement, and shall name the Grantor as an additional insured therein:

- (a) general liability coverage with a minimum limit of \$5,000,000 for loss, damage, injury or death arising out of any one occurrence;
- (b) automobile liability coverage with a minimum limit of \$3,000,000 for loss, damage, injury or death arising out of any one occurrence; and
- (c) any other insurance as may be reasonably required by the Grantor.

Such insurance coverage shall not be cancelled, lapsed or materially changed without 30 days' prior written notice to the Grantor.

2.3 Certificates in respect of the insurance coverage referred to in section 2.2 above will be delivered by the Grantee to the Grantor upon execution of this Agreement and thereafter when requested by the Grantor from time to time.

2.4 The Grantee acknowledges and agrees that:

- (a) the Grantor, its agents, employees and officers will not be liable for damage to or loss of any property of the Grantee, howsoever caused, whether on the Licensed Area and whether or not such property is entrusted to the care or control of the Grantor or any person for whom the Grantor is responsible; and
- (b) the Grantor, its agents, employees and officers will not be liable nor responsible in any way for any personal or consequential injury of any nature whatsoever, including death, that may be suffered or sustained by the Grantee or any other

person arising out of or in connection with the Licenced Area or any activities of the Grantee on the Licensed Area.

### **3. Assignment**

- 3.1 The Grantee covenants with the Grantor that the Grantee may not assign this Agreement in whole or in part.

### **4. Default**

- 4.1 If and whenever:

- (a) any amounts payable by the Grantee under this Agreement are not paid on the day appointed for payment whether demand for payment has been made or not; or
- (b) any of the agreements, covenants or rules and regulations on the part of the Grantee to be kept, observed or performed hereunder are not so kept, observed and performed five days after written notice of default given by the Grantor to the Grantee;

then and in every such case, the Grantor, at its option, may terminate this Agreement by delivering to the Grantee notice in writing to that effect and immediately upon such delivery this Agreement will terminate, without prejudice to any rights of the Grantor which may have accrued prior to such termination and to any claim for loss or damages which the Grantor may have against the Grantee in respect of the Grantee's default.

### **5. Right to Renew**

- 5.1 If the Grantee performs all the Grantee's covenants hereunder and is not in default under any of the terms of this Agreement and provided that the Grantee provides written notice to the Grantor no later than one week prior to the Termination Date, the Grantee shall have the right to renew this Agreement on an annual basis for a renewal term (the "**Renewal Term**") of one year upon the same terms and conditions as contained in the Agreement, except for the Licence Fee payable and this right of renewal. If the Grantee fails to notify the Grantor on or before the date set out above, the Grantee's right under this section 5.1 will be null and void. The Licence Fee payable during such renewal term shall be paid on or before the first day of the Renewal Term.

### **6. Termination for Convenience**

- 6.1 The Grantor may terminate this Agreement in its entirety at its sole and unfettered discretion at any time upon six (6) months' prior written notice to the Grantee. The Grantee acknowledges and agrees that at the expiry or earlier termination of this Agreement, the Grantee shall be required to remove the fencing surrounding the Licensed Area and restore the Licensed Area to its original condition, at the Grantee's sole cost and expense.

### **7. Site Conditions**

- 7.1 The location of the Licensed Area is subject to the following conditions:

- (a) a 7.5 metre setback from the Building is required in order to allow for the Grantor's unrestricted access for maintenance of the Building as well as emergency access to the Building, as shown on Schedule "A";
- (b) the established trees along Phipps Road behind the sidewalk, the location of which is shown on Schedule "A", shall be excluded from the Licensed Area in order to protect the critical root zones of such trees;
- (c) a buffer of approximately 15 metres from the end of the parking lot, as shown on Schedule "A"; and
- (d) the Grantee shall construct the Licensed Area in the manner set out in Schedule "B" attached hereto.

## **8. Condition**

- 8.1 This Agreement is conditional upon the Grantee obtaining final approval from City of Langford Council.

## **9. Anti-Corruption Provisions**

- 9.1 The Grantee shall comply with the provisions of Schedule "C" (Anti-Corruption Provisions) attached hereto.

## **10. Miscellaneous**

- 10.1 The parties will at all times be reasonable in exercising their rights, forming their opinions and performing their duties hereunder.
- 10.2 Waiver of any default on the Grantee's part by the Grantor will not be deemed to be a waiver of any subsequent default on the Grantee's part by the Grantor.
- 10.3 Any notice required to be given pursuant to this Agreement shall be sufficiently given if served personally or delivered by courier or by facsimile

*in the case of the Grantee addressed to it at:*

2<sup>nd</sup> Floor, 877 Goldstream Avenue  
Langford, BC V9B 2X8

Attention: Marie Watmough  
Email: [mwatmough@langford.ca](mailto:mwatmough@langford.ca)

*and in the case of the Grantor at:*

1940 Argentia Road  
Mississauga, ON L5N 1P9

Attention: Jennifer Sonnichler  
Facsimile No.: 905.821.6371

Any party may at any time give notice in writing to the others of any change of address of the party giving such notice, and from and after the giving of such notice the address herein specified shall be deemed to be the address of such party for the giving of notices herein.

- 10.4 Whenever the singular or masculine is used in this Agreement, the same is deemed to include the plural or the feminine or the body politic or corporate as the context so requires.
- 10.5 Every reference to each party is deemed to include the heirs, executors, administrators, successors, assigns, employees, agents, officers and invitees of such party wherever the context so requires or allows.
- 10.6 If any section, subsection, sentence, clause or phrase in this Agreement is for any reason held to be invalid by the decision of a court of competent jurisdiction, the invalid portion will be severed and the decision that is invalid will not affect the validity of the remainder of this Agreement.
- 10.7 This Agreement will enure to the benefit of and be binding on the parties hereto notwithstanding any rule of law or equity to the contrary.
- 10.8 Nothing in this Agreement will be interpreted so as to restrict or prevent the Grantor from using the Licensed Area in any manner which does not unreasonably interfere with the exercise by the Grantee of the licence hereby granted.
- 10.9 This Agreement may be executed in one or more counterparts, each of which will be an original, and all of which will constitute a single agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date hereof.

**WAL-MART CANADA CORP.,** by its authorized signatories

Per: \_\_\_\_\_  
Name: Paula Bonner  
Title: VP, Format Development

**THE CITY OF LANGFORD,** by its authorized signatories

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

**SCHEDULE "A"**  
**LICENSED AREA**



## SCHEDULE "B"

### GRANTOR AND GRANTEE WORK

#### **Grantor's Work at Grantor's Cost**

The Grantee accepts the Licensed Area in an "as is" condition. The Grantor has no obligation, responsibility or liability for making any renovations, alterations or improvements in or to the Licensed Area. The Grantee shall keep and maintain the Licensed Area in good and sufficient repair. Any and all further renovations, alterations or improvements in or to the Licensed Area, if any, are the sole responsibility of the Grantee and shall be undertaken and completed at the Grantee's expense in accordance with the terms of this Agreement.

#### **Grantor's Work at Grantee's Cost**

a) N/A

#### **Grantee's Work at Grantee's Cost**

The Grantee shall be solely responsible for constructing the fence surrounding the Licensed Area, subject to the prior approval of the Grantor. The Grantee shall submit plans for the construction of the fence to the Grantor for its approval prior to commencing construction of the fence.

All work completed by the Grantee to the Licensed Area is to be in accordance with this Agreement and with any and all governing codes and by-laws including, but not limited to, building permits and inspections. The Grantee will not commence its work prior to furnishing the Grantor with copies of all necessary permits and other approvals.

#### **Extra Work**

In the event that, at the request of the Grantee, the Grantor performs work in the Licensed Area beyond the scope of its obligations pursuant to Schedule "B" as reflected in the plans approved by the parties (the "**Extra Work**"), such Extra Work will be performed by the Grantor at the Grantee's cost, plus an administrative fee of fifteen percent (15%). The cost of such Extra Work shall be payable on demand.

**SCHEDULE “C”****ANTI-CORRUPTION PROVISIONS****1. Compliance with Law and Policy**

The City of Langford agrees the execution of this Agreement and its performance set forth herein are, and will be, in full compliance with the Grantor’s Global Anti-Corruption Policy (the “Policy”, available at <https://walmartethics.com>) and all applicable anti-corruption laws and regulations, including but not limited to the U.S. Foreign Corrupt Practices Act and the UK Bribery Act. Accordingly, The City of Langford acknowledges and agrees that no aspect of this Agreement shall be used for the personal benefit or enrichment of any Government Official or any Family Member or Close Business Associate of a Government Official. The City of Langford further acknowledges and agrees that in connection with this Agreement, it has not received, accepted, or used anything of value in violation of the Policy or the applicable anti-corruption laws and regulations.

**2. Right to Terminate**

If the Grantor reasonably suspects The City of Langford has engaged in conduct violating the Policy, or any applicable anti-corruption laws or regulations, the Grantor may immediately suspend the licence pending resolution of the issue. If the Grantor determines The City of Langford violated the Policy, or any applicable anti-corruption law or regulations, the Grantor may terminate the Agreement.