

SANDOWN

Community Farm Plan:

Resources for the Long Term Operator



Sandown Community Farm Plan: Resources for the Long Term Operator

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Please note: Highlighted areas in Sections 2., 3., and 4. indicate where changes will be necessary for the bylaws and individual RFPs and agreements.

1. Table of Funding Programs – Grants

Funding Programs	Next Dates	Type of projects that can be funded:	Potential for Sandown Transition
Climate Action Initiative – Farm Adaptation Innovator Program (2018-2023) https://www.bcagclimateaction.ca/farm-level/faip-2018-2023/	Mid-Sept 2018 Sept 19: Expressions of Interest	Projects that: <ul style="list-style-type: none"> Promote innovation in farm practices, approaches and technologies that support climate change adaptation Demonstrate farm practices that reduce weather related production risks, and identify new production opportunities Develop informational and knowledge sharing resources and support increased sector capacity to support adaptation 	<i>Whole site rainwater/water management feasibility study</i> <u>Eligible applicants:</u> BC agri-food industry associations/organizations BC local governments, including regional districts and municipalities

			<p>up to 80% of the total project cash costs (up to 100% for highly ranked projects based on the evaluation components).</p> <p>\$75,000 annually, with a project lifetime cap of \$225,000 for multi-year projects.</p>
Investment Ag Foundation of BC <ul style="list-style-type: none"> - General Funding - Agri-Food Futures Fund - Agriculture & Agri-food Adaptation Program - Agri-Food Environment Initiative - Food and Beverage Processing Initiative <p>http://iafbc.ca/funding-opportunities/</p>	Sept 14, 2018	<p>Meet one or more of these strategic priorities:</p> <ul style="list-style-type: none"> • Seize new opportunities • Respond to new and emerging issues • Pilot solutions to new and ongoing issues to help sector adapt and remain competitive <p>Environmental issues including:</p> <ul style="list-style-type: none"> • Impacts of ag practices on soil, air and water quality • Conflicts with wildlife and wildlife habitat • Conservation of water resources • Use or re-use of agri-food by-products 	<p>Up to \$45K with 50% matching funds minimum.</p> <p>Up to 85% can be funded if there is broad industry benefit</p>
Investment Ag Foundation of BC <ol style="list-style-type: none"> 1. Canada-BC Agri-Innovation Program <p>http://iafbc.ca/funding-opportunities/innovation/</p>	Sept 14, 2018	<p>Priority given to activities identified to advance innovation and competitiveness in BC's agriculture, food or agri-products sectors, and include:</p> <ul style="list-style-type: none"> • Advancement in plant, animal and food science • Energy and waste management • New product development and commercialization 	<p>Requires 50% matching funds minimum Up to 75% can be funded if there is broad industry benefit.</p>

		<ul style="list-style-type: none"> • Improvements in soil, water and air quality • Climate change adaptation 	
Victoria Foundation - Community Grants https://victoriafoundation.bc.ca/grants-funding/grants/	July 2019	Evidence-based projects or programs that address one or more Vital Signs Issue Area, generally to expand, replicate or adapt an existing proven project or program or support the development of regional collaborations with community partners.	From \$15-40K for federally-registered charities
Victoria Foundation - Collaboration Grants https://victoriafoundation.bc.ca/grants-funding/grants/	contact	Organization may be approved to apply for this grant if it is working across sectors to address long-term regional change in more than one Vital Signs Issue Area.	
BC Lottery Corporation- Community Gaming Grant https://www2.gov.bc.ca/gov/content/sports-culture/gambling-fundraising/gaming-grants/community-gaming-grants	Aug 31, 2018	<p>Wide range of activities funded, covering eligible the delivery of an approved program, including, but not limited to:</p> <ul style="list-style-type: none"> - operational costs directly attributable, such as salaries, wages, benefits, and other paid position(s), utilities, facility rental, supplies, etc. - rental or purchase of equipment essential to the program - training of volunteers, including travel or other expenses for volunteers attending conferences 	<p>Up to \$100,000 per year</p> <p>For non-profit organizations with membership 50% greater than Board of Directors</p>

Vancity - Community Partnersh Program https://www.vancity.com/AboutVancity/InvestingInCommunities/GrantsCommunityPartnershipProgram/ Vancity - Social Enterprise https://www.vancity.com/AboutVancity/InvestingInCommunities/GrantsGrowingTheSocialEconomy/	ongoing	<ul style="list-style-type: none"> • Measurable social/environmental impact • Action-oriented • Innovation • Collective impact/collaboration 	Up to \$10k
Vancity - enviroFund https://www.vancity.com/AboutVancity/InvestingInCommunities/GrantsenviroFund/	ongoing	<p>Projects and initiatives that support sustainable and production practices in our communities across three priority areas:</p> <ul style="list-style-type: none"> • Community sustainability projects: Projects that improve sustainable consumption and production (including reducing the amount of materials used) • Strategic sector initiatives: Projects that support development of sustainability and business in the built environment; and, • Public advocacy and education: Projects that amplify the public conversation on sustainability and reducing our ecological footprint. 	For projects and initiatives that support larger scale, systemic impact, contact envirofund@vancity.com
Real Estate Foundation of BC - General Grants The Real Estate Foundation of BC's (REFBC) grant program	<p>Two intakes a year:</p> <p>Sept 5, 2018</p>	Applications are open to any non-profit organization in B.C. doing projects related to land use. Five program areas: Freshwater Sustainability, Built Environment Sustainability, Real Estate Industry, Sustainable Food Systems and Sustainable Land Use	Up to 50% non-capital project costs
Destination BC Co-op Marketing Program		Includes funding for market research by Sector Consortia (of three or more communities)	From \$20,000 to \$250,000

https://www2.gov.bc.ca/gov/content/business/economic-development/funding/grants/destination-bc-co-op-marketing-program?keyword=marketing&key			
Union of BC Municipalities - Strategic Priorities Fund https://www.ubcm.ca/EN/main/funding/renewed-gas-tax-agreement/strategic-priorities-fund.html 604 270-8226 or 250 356-5133 Email: ubcm@ubcm.ca	2018 intake??	The Strategic Priorities Fund (SPF) is an application based program available to local governments and other recipients outside of the Greater Vancouver Regional District to support infrastructure and capacity building projects that are either larger in scale, regional in impact or innovative, and align with the program objectives of productivity and economic growth, a clean environment and strong cities and communities.	local government eligible to apply
AAFC – Student internships http://www.agr.gc.ca/eng/programs-and-services/list-of-programs-and-services/career-focus-program/?id=1507746193436	Nov 2018		50% eligible up to \$20k per intern
HeroWork http://www.herowork.com/	Open-ended	Infrastructure projects and renovations for registered charities	Recipient charity invests 30% of the total fair market value of the renovation.
Habitat Conservation Trust Foundation https://hctf.ca/apply-for-funding/ HCTF Enhancement & Restoration Grants	Nov 2nd, 2018	Projects on freshwater wild fish, native wildlife species and their habitats, with potential for significant conservation outcome, while maintaining or enhance opportunities for fishing, hunting, trapping,	Any individual, group or agency that has a good idea to help fish, wildlife or habitat in British Columbia.

https://hctf.ca/apply-for-funding/enhancement-grants/overview/		wildlife viewing and associated outdoor recreational activities.	
Habitat Conservation Trust Foundation https://hctf.ca/apply-for-funding/ PCAF https://hctf.ca/apply-for-funding/pcaf-grants/	2019	<p>Individuals and organizations trying to implement on-the-ground, community-based conservation projects and public awareness initiatives.</p> <p>Projects that maintain, conserve or restore indigenous fish and wildlife species and their habitat. Projects must have 50% volunteer component.</p>	Individuals and organizations trying to implement on-the-ground, community-based conservation projects and public awareness initiatives.
Habitat Conservation Trust Foundation https://hctf.ca/apply-for-funding/ GO Grants http://hctfeducation.ca/go-grants/	Sept 15 th , 2018	<p>K-12 classes or schools that want to provide meaningful outdoor experiences for students that support inquiry and field investigation skill development.</p> <p>Bus transportation, outdoor project materials and field trip leader or program fees. Read more about field trip eligibility requirements</p>	For SCF programs in partnership with NS Middle School and other schools

2. Draft Bylaws for Long-Term Operator (LTO) of Sandown Community Farm

Sandown Community Farm Society

REQUEST FOR PROPOSALS FOR LAND TENURES FOR THE PURPOSE OF
COMMERCIAL FARMING AT THE SANDOWN COMMUNITY FARM, at
<ADDRESS>

SUBMIT PROPOSALS By email to: < >

1. PURPOSE

This request for proposals (RFP) is seeking farmers who are interested in land tenures from the Sandown Community Farm Society for the purposes of food production.

1. ABOUT Sandown Community Farm Society

The Sandown Community Farm Society is a community-based, non-profit society whose role is to assist in making farmland on the Sandown Community Farm site in North Saanich, British Columbia available to new and experienced farmers. The aim is to facilitate local food production, processing and related activities on the Saanich Peninsula and to contribute to food security in the region.

Please see the Sandown Community Farm Society principles, objectives and land use policies in the document entitled *Sandown Community Farm Land Use/Rental Policies*, available at < >

1. LOCATION AND CHARACTERISTICS OF THE AVAILABLE LAND

Land Base

This land is located at XX. The total area of land at the Sandown Community Farm is XX acres (YY hectares), including treed areas. Farming plot sizes are at the discretion of Sandown Community Farm Society. Currently plots of XX to YY are available for terms of ZZ. Applicants are asked to specify the size of plot that they require to carry out their farm plan.

Please see the document/map entitled **Sandown Community Farm Zones**, posted on the website. It provides a description of the soil conditions, characteristics and potential crop suitability in the different activity zones.

If you are a potential applicant and would like an on-site visit of the property please contact us at **XX**.

Infrastructure
<description>

Equipment
No equipment provided.

1. GENERAL INFORMATION

- The Sandown Community Farm Society requires each successful applicant to sign a rental agreement that outlines the terms and conditions of the rental. Please see the template for Sandown Community Farm *Memorandum of Agreement*. The details of each rental agreement may be different for different farming plans.
- The rental fee will be based on cost recovery, market rates, soil potential, and available infrastructure. The rental fee will be prorated based on the amount of land being rented.
- Currently fencing and irrigation of each area is not in place at this time. Applicants should outline their needs in this regard and should be prepared to work in conjunction with the Sandown Community Farm Society to collectively address these infrastructure needs and the associated costs.
- The Sandown Community Farm Society requires that organic practices be used at the Sandown Community Farm; however, formal organic certification is not mandatory. The reference for these practices is the *BC Certified Organic Production Operation Policies and Management Standards*, version 9. They are available online at www.certifiedorganic.bc.ca
- If you require start-up capital you may want to inquire about the Local Food Micro-Loan Fund provided by a collaboration of Farm Folk City Folk, VanCity Credit Union and the Island Chefs Collaborative. Contact Jason Found at foodfest@iccbc.ca

1. YOUR PROPOSAL

Applicants must provide a detailed farm plan. Proposals that do not include a detailed farm plan will not be considered.

Your proposal should include:

1. A summary of the key aspects of your farm business plan.
2. Your vision and objectives;
3. The date on which you are prepared to begin work on the land.
4. The ideal length of tenure that you are seeking.
5. The crops and/or livestock you intend to produce;
6. The amount of land you require and a detailed description of how you will use it;
7. Your strengths, education, skills, experience, and learning objectives;
8. Your farming approach, including how you will strive to use organic practices and sustainable methods;
9. Your **three to five-year financial plan**, including the markets (e.g., direct farm sales, food boxes, farmers' markets, wholesale) that you plan to supply;
10. Your food safety plan;
11. Your labour needs and how you intend to address them;
12. Your support community (e.g. family, partner, etc);
13. Plans for any buildings or other **temporary** structures that you intend to put on the land (e.g. hoophouse).

Please also describe how you could:

- Demonstrate sustainable farming practices including any innovative techniques or unusual methods that you want to explore.
- Participate in developing the farming and processing infrastructure (e.g., fencing, irrigation) on this property.
- Contribute to and participate in food security in the region

Any information that will strengthen your proposal and make your intentions clearer are welcome, including diagram(s). However, please do not include information that is not directly relevant to your plan.

Applicants are advised to check out resources such as the *New Farm Start-Up Guide* on the BC Ministry of Agriculture website www.agf.gov.bc

All questions about this RFP must be submitted in writing to **<contact>**.

THINGS TO CONSIDER BEFORE PROCEEDING

The following are some questions that you may find helpful to consider before you draft your proposal:

- i. Have you read the *Sandown Community Farm Land/Use and Rental Policies*? Do these fit in with your ideas about growing food?
- ii. Are you prepared to sign a long term legally binding Memorandum of Agreement (first two years and then five years) with the Sandown Community Farm Society?
- iii. Sandown Community Farm is meant to be a long-term project. Does your plan take into account future multi-year crop rotation and on-going soil sustainability?
- iv. Are the crops or livestock you are thinking of growing suitable for the soil, exposure and typography of the Sandown Community Farm?
- v. Will your crops or livestock require any soil amendments? What sustainable methods of soil enrichment and conservation are you planning?
- vi. Do you have or are you able to obtain the use of any farm equipment that is necessary?
- vii. Do you have or are you able to raise the start-up capital that you will need?
- viii. Are you planning to have employees? If so, are you prepared to meet liability insurance and workplace safety regulations and requirements (WorkSafe BC)?

References

Sandown Farm documents:

- *Sandown Community Farm Land Use and Rental Policies*
- *Sandown Community Farm Zones*
- *Memorandum of Agreement Template*

BC Certified Organic Production Operation Policies and Management Standards, (version 9) www.certifiedorganic.bc.ca

New Farm Start-Up Guide www.agf.gov.bc

3. Draft Sandown Community Farm – Request for Proposals

Bylaws of Sandown Community Farm Society (the “Society”)

PART 1 – DEFINITIONS AND INTERPRETATION

Definitions

1.1 In these Bylaws:

“**Act**” means the *Societies Act* of British Columbia as amended from time to time;

“**Board**” means the directors of the Society;

“**Bylaws**” means these Bylaws as altered from time to time;

“**Lessee**” means a member who is a signatory to a Memorandum of Agreement or Understanding with the Society for the subletting of Society managed land;

“**Lessee Representative**” means the representative of the group of members who are Lessees.

Definitions in Act apply

1.2 The definitions in the Act apply to these Bylaws.

Conflict with Act or regulations

1.3 If there is a conflict between these Bylaws and the Act or the regulations under the Act, the Act or the regulations, as the case may be, prevail.

PART 2 – MEMBERS

Application for membership

2.1 A person may apply to the Board for membership in the Society, and the person becomes a member on the Board’s acceptance of the application.

Duties of members

2.2 Every member must uphold the constitution of the Society and must comply with these Bylaws.

Amount of membership dues

2.3 The amount of the annual membership dues, if any, must be determined by the Board.

Termination of Membership

2.4 A member's membership in the Society terminates when

- (a) **the member's term of membership, if any, expires;**
- (b) **the membership terminates in accordance with these Bylaws;**
- (c) **the member resigns;**
- (d) **the member, in the case of an individual, dies or, in the case of a partnership or corporation, dissolves, or**
- (e) **the member is expelled in accordance with these Bylaws.**

Rights of a terminated member

2.5 The rights of a person as a member of the Society, including any rights in the property of the Society, cease to exist when the person's membership in the Society terminates.

Discipline and expulsion of member

2.6 A member may be disciplined or expelled by special resolution.

Notice of discipline or expulsion of member

2.7 Before a member may be disciplined or expelled under bylaw 2.6, the Society must

- (a) send to the member written notice of the proposed discipline or expulsion, including reasons, and
- (b) give the member a reasonable opportunity to make representations to the Society respecting the proposed discipline or expulsion.

Member not in good standing

2.8 A member is not in good standing if the member fails to pay the member's annual membership dues, if any, and the member is not in good standing for so long as those dues remain unpaid.

Member not in good standing may not vote

2.9 A voting member who is not in good standing

- (a) may not vote at a general meeting, and

- (b) is deemed not to be a voting member for the purpose of consenting to a resolution of the voting members.

Termination of membership if member not in good standing

- 2.10** A person's membership in the Society is terminated if the person is not in good standing for 6 consecutive months.

PART 3 – GENERAL MEETINGS OF MEMBERS

Time and place of general meeting

- 3.1** A general meeting must be held at the time and place the Board determines.

Notice of general meeting

- 3.2** Written notice of the date, time and location of a general meeting must be set to every member of the Society
- (a) at least 14 days before the meeting, and
 - (b) not more than 60 days before the meeting.

Failure to provide notice

- 3.3** The accidental omission to send notice of a general meeting to a member, or the non-receipt of notice by a member, does not invalidate any proceedings at the meeting.

Notice of special resolutions

- 3.4** Notice of a general meeting must include the text of any special resolution to be submitted at the meeting.

Ordinary business at general meeting

- 3.5** At a general meeting, the following business is ordinary business:
- (a) adoption of rules of order;
 - (b) consideration of any financial statements of the Society presented to the meeting;
 - (c) consideration of the reports, if any, of the directors or auditor;
 - (d) election or appointment of directors;
 - (e) appointment of an auditor, if any;

- (f) business arising out of a report of the directors not requiring the passing of a special resolution.

Notice of special business

- 3.6** A notice of a general meeting must state the nature of any business, other than ordinary business, to be transacted at the meeting in sufficient detail to permit a member receiving the notice to form a reasoned judgment concerning that business.

Chair of general meeting

- 3.7** The following individual is entitled to preside as the chair of a general meeting:

- (a) the individual, if any, appointed by the Board to preside as the chair;
- (b) if the Board has not appointed an individual to preside as the chair or the individual appointed by the Board is unable to preside as the chair;
 - (i) the president; or
 - (ii) one of the other directors present at the meeting, if the president is unable to preside as the chair.

Alternate chair of general meeting

- 3.8** If there is no individual entitled under these Bylaws who is able to preside as the chair of a general meeting within 15 minutes from the time set for holding the meeting, the voting members who are present must elect an individual present at the meeting to preside as the chair.

Quorum required

- 3.9** Business, other than the election of the chair of the meeting and the adjournment or termination of the meeting, must not be transacted at a general meeting unless a quorum of voting members is present.

Quorum for general meetings

- 3.10** The quorum for the transaction of business at a general meeting is 7 voting members or 10% of the voting members, whichever is greater.

Lack of quorum at commencement of meeting

3.11 If, within 30 minutes from the time set for holding a general meeting, a quorum of voting members is not present;

- (a) in the case of a meeting convened on the requisition of members, the meeting is terminated; and
- (b) in any other case, the meeting stands adjourned to the same day in the next week, at the same time and place, and if, at the continuation of the adjourned meeting, a quorum is not present within 30 minutes from the time set for holding the continuation of the adjourned meeting, the voting members who are present constitute a quorum for that meeting.

If quorum ceases to be present

3.12 If, at any time during a general meeting, there ceases to be a quorum of voting members present, business then in progress must be suspended until there is a quorum present or until the meeting is adjourned or terminated.

Adjournments by chair

3.13 The chair of a general meeting may, or, if so directed by the voting members at the meeting, must, adjourn the meeting from time to time and from place to place, but no business may be transacted at the continuation of the adjourned meeting other than business left unfinished at the adjourned meeting.

Notice of continuation of adjourned general meeting

3.14 It is not necessary to give notice of a continuation of an adjourned general meeting or of the business to be transacted at a continuation of an adjourned general meeting except that, when a general meeting is adjourned for 30 days or more, notice of the continuation of the adjourned meeting must be given.

Order of business at general meeting

3.15 The order of business at a general meeting is as follows:

- (a) elect an individual to chair the meeting, if necessary;
- (b) determine that there is a quorum;
- (c) approve the agenda;

- (d) approve the minutes from the last general meeting;
- (e) deal with unfinished business from the last general meeting;
- (f) if the meeting is an annual general meeting;
 - (i) receive the directors' report on the financial statements of the Society for the previous financial year, and the auditor's report, if any, on those statements,
 - (ii) receive any other reports of directors' activities and decisions since the previous annual general meeting,
 - (iii) elect or appoint directors, and
 - (iv) appoint an auditor, if any;
- (g) deal with new business, including any matters about which notice has been given to the members in the notice of meeting;
- (h) terminate the meeting.

One vote

3.16 A voting member has only one vote.

Methods of voting

3.17 At a general meeting, voting must be by a show of hands, an oral vote or another method that adequately discloses the intention of the voting members, except that if, before or after such a vote, 2 or more voting members request a secret ballot or a secret ballot is directed by the chair of the meeting, voting must be by a secret ballot.

Announcement of result

3.18 The chair of a general meeting must announce the outcome of each vote and that outcome must be recorded in the minutes of the meeting.

Proxy voting not permitted

3.19 Voting by proxy is not permitted.

Matters decided at general meeting by ordinary resolution

3.20 A matter to be decided at a general meeting must be decided by ordinary resolution unless the matter is required by the Act or these Bylaws to be decided by special resolution or by another resolution having a higher voting threshold than the threshold for an ordinary resolution.

PART 4 – DIRECTORS

Number of directors on Board

- 4.1** The Society must have **no fewer than 7 directors and no more than 11**. The Board will determine the number of directors for each year at least 14 days prior to the annual general meeting.

Qualification of directors

- 4.2** A person is qualified to be a director if they meet the following requirements:
- (a) **willing to serve as a director of the Society;**
 - (b) **at least 18 years old;**
 - (c) **have not been found by any court, in Canada or elsewhere, to be incapable of managing their own affairs;**
 - (d) **not an undischarged bankrupt;**
 - (e) **not convicted in or out of British Columbia of an offence in connection with the promotion, formation or management of a corporation or unincorporated entity, or of an offence involving fraud, unless**
 - (i) the court orders otherwise;**
 - (ii) 5 years have elapsed since the last to occur of**
 - (1) The expiration of the period set for suspension of the passing of sentence without a sentence having been passed;**
 - (2) The imposition of a fine;**
 - (3) The conclusion of the term of any probation imposed; or**
 - (iii) A pardon was granted or issued, or a record suspension was ordered, under the *Criminal Records Act* (Canada) and the pardon or record suspension, as the case may be, has not been revoked or ceased to have effect.**

Declaration of directors

- 4.3** Directors must sign an annual declaration indicating they are qualified in accordance with these Bylaws.

Ceasing to be qualified

- 4.4** A director of a society who is not qualified, or ceases to be qualified under these Bylaws, must promptly resign.

Term of office

- 4.5** Directors shall normally serve a **term of three years**, unless a shorter term is opted for under Bylaw 4.6.

Staggered director terms

- 4.6** In order to stagger director terms, no more than 1/3 directors are to be eligible for renewed terms at any annual general meeting. It may

be necessary therefore, for directors seeking renewal to opt for shorter terms of 1 or 2 years.

Returning nominees acclaimed

- 4.7** Returning nominees are acclaimed unless there are more than the required number of nominees to fill the vacant positions over the next three years. If so, an election must be held.

Election or appointment of directors

- 4.8** At each annual general meeting, the voting members entitled to vote for the election or appointment of directors must elect or appoint directors to the Board if the Board determines prior to the annual general meeting that there will be vacancies to fill.

Directors may fill casual vacancy on Board

- 4.9** The Board may, at any time, appoint a member as a director to fill a vacancy that arises on the Board as a result of the resignation, death or incapacity of a director during the director's term of office.

Term of appointment of director filling casual vacancy

- 4.10** A director appointed by the Board to fill a vacancy ceases to be a director at the end of the unexpired portion of the term of office of the individual whose departure from office created the vacancy.

Directors required to be members

- 4.11** All directors are required to be members of the Society, and must pay any membership dues as required.

Ceasing to be a director and membership

- 4.12** Ceasing to be a director does not automatically terminate a person's membership in the Society.

Director nomination and membership

- 4.13** A person does not need to be a member of the Society before being nominated to be a director, but must apply to become a member at the time they become a director if that person is not already a member.

Ceasing to be a director

- 4.14** A director ceases to hold office when
(a) **the director's term of office expires;**

- (b) **the director ceases, in accordance with these Bylaws, to hold office;**
- (c) **the director resigns, is deemed to have resigned, or dies;**
- (d) **the director ceases to be a member; or**
- (e) **the director is removed from office in accordance with these Bylaws.**

Resignation of a director

4.15 A director who intends to resign must give his or her resignation to the Society in writing, and the resignation takes effect on the later to occur of the following:

- (a) **the receipt by the Society of the written resignation;**
- (b) **if the written resignation specifies that the resignation is to take effect on a specified date, on a specified date and time or on the occurrence of a specified event;**
 - (i) **if a date is specified, the beginning of the day on the specified date;**
 - (ii) **if a date and time are specified, the date and time specified;**
 - or**
 - (iii) **if an event is specified, the occurrence of the event.**

Deemed resignation of a director

4.16 If a director fails to attend 4 or more directors' meetings in a row, the director may be deemed to have resigned by the Board.

Notice of deemed resignation

4.17 If a director is deemed to have resigned, the resignation takes immediate effect, and the Board must provide written notice of the decision to that person.

Removal of a director

4.18 A director may be removed from office by special resolution. If a director is removed from office under these Bylaws, an individual may be elected or appointed, by ordinary resolution, to serve as a director for the balance of the term of the removed director.

Employment of directors

4.19 A majority of the directors of the Society must not receive or be entitled to receive remuneration from the Society under contracts of employment or contracts for services.

PART 5 – DIRECTORS' MEETINGS

Calling directors' meeting

- 5.1** A directors' meeting may be called by the president or by any 2 other directors.

Notice of directors' meeting

- 5.2** At least 2 days' notice of a directors' meeting must be given unless all the directors agree to a shorter notice period.

Proceedings valid despite omission to give notice

- 5.3** The accidental omission to give notice of a directors' meeting to a director, or the non-receipt of a notice by a director, does not invalidate proceedings at the meeting.

Conduct of directors' meetings

- 5.4** The directors may regulate their meetings and proceedings as they think fit.

Quorum of directors

- 5.5** The quorum for the transaction of business at a directors' meeting is a majority of the directors.

Conduct of business without a meeting

- 5.6** The directors may pass a resolution without a meeting, by email, if 2/3 of directors agree.

PART 6 – BOARD POSITIONS

Election or appointment to the Board

- 6.1** Directors must be elected or appointed to the Board by the voting members.

Nominations for election or appointment to the Board

- 6.2** Nominations for election or appointment, where the nominee is not a returning director, must be received by the Board at least 7 days in advance of a general meeting.

Nominations from the floor

- 6.3** Nominations for election or appointment from the floor of a general meeting are not permitted.

Limitations on Board positions

6.4 Aside from the roles of the Lessee Representatives and the Biodiversity Representative, a maximum of one additional Lessee may be a director.

Election or appointment to the Board positions

6.5 The Board must determine which directors will fill the following Board positions, and a director, other than the president, may hold more than one position:

- (a) **president, [Note these 3 positions are mandatory]**
- (b) **treasurer,**
- (c) **secretary,**
- (d) **outreach/communications representative, and**
- (e) **when possible, a representative from the neighbourhood.**

President not a Lessee

6.6 The role of president may not be held by a Lessee.

Ex officio representative directors

6.7 The Board shall also include the following ex officio positions for directors:

- (a) **2 Farmer Representatives, who must be co-signatories to a Memorandum of Agreement or Understanding with the Society for the subletting of Society managed land, and who must be chosen by the Lessees, and**
- (b) **other?**

Directors at large

6.8 Directors who are elected or appointed to positions on the Board in addition to the positions described in these Bylaws are elected or appointed as directors at large.

Role of president

6.9 The president is responsible for supervising the other directors in the execution of their duties.

Role of secretary

6.10 The secretary is responsible for doing, or making the necessary arrangements for, the following:

- (a) issuing notices of general meetings and directors' meetings;
- (b) taking minutes of general meetings and directors' meetings;
- (c) keeping the records of the Society in accordance with the Act;
- (d) conducting the correspondence of the Board;
- (e) filing the annual report of the Society and making any other filings with the registrar under the Act.

Absence of secretary from meeting

6.11 In the absence of the secretary from a meeting, the Board must appoint another individual to act as secretary at the meeting.

Role of treasurer

6.12 The treasurer is responsible for doing, or making the necessary arrangements for, the following:

- (a) receiving and banking monies collected from the members or other sources;
- (b) keeping accounting records in respect of the Society's financial transactions;
- (c) preparing the Society's financial statements;
- (d) making the Society's filings respecting taxes.

Role of education representative

6.13 The education director is responsible for doing, or making the necessary arrangements for reporting on the education activities of the Society.

Role of Lessee Representatives

6.14 The Lessee Representatives are responsible for doing, or making the necessary arrangements for, the following:

- (a) **liaising between the Lessees and the Board;**
- (b) **providing a Lessees report at meetings.**

Role of Other Representative

6.15 The < > Representative is responsible for doing, or making the necessary arrangements for, the following:

- (a) **liaising between X and the Board;**
- (b) **providing a report on Y at meetings; and**

- (c) **advising the Board on relevant issues.**

PART 7 – REMUNERATION OF DIRECTORS AND SIGNING AUTHORITY

Remuneration of directors

- 7.1** These Bylaws do not permit the Society to pay to a director remuneration for being a director.

Employment of directors

- 7.2** The Society may, subject to the Act, pay remuneration to a director under contracts of employment or contracts for services, other than remuneration for being a director.

Reimbursement of directors

- 7.3** The Society may reimburse a director for reasonable expenses necessarily incurred by the director in performing his or her duties as a director.

Signing authority

- 7.4** A contract or other record to be signed by the Society must be signed on behalf of the Society
- (a) by the president, together with one other director;
 - (b) if the president is unable to provide signatures, by any 2 other directors; or
 - (c) in any case, by one or more individuals authorized by a majority of the Board to sign the record on behalf of the Society.

4. Draft Memorandum of Agreement

Draft for legal document land use agreements between LTO and farmers, business operators, or organizations delivering programs on SCF

draft Memorandum of Agreement

This Memorandum of Agreement ("Agreement") is dated for reference _____, and is
BETWEEN:

SANDOWN COMMUNITY FARM SOCIETY,

A non-profit organization under the *Society Act*, in the Province of British Columbia,

Hereinafter referred to as "the Society"
- and -

XXXXXXXXXXXXXXXXX (owner names)

<location>

A registered business in the Province of British Columbia

Hereinafter referred to as "the Tenant",

WHEREAS the Society is the Licensee of certain lands known municipally as the Sandown Lands, located at <address> and legally described as: <PID: xxx. Lot x, Sections and, District of North Saanich Plan xxx Except xxx> ("the Lands") and,

WHEREAS the Society is dedicated to managing the Sandown Lands for food production in an environmentally and socially sustainable manner, upholding the principles of stewardship, community involvement, education, and economic viability as stated in the Society's License of Occupation (Appendix "A") and "Land Use/Rental Policies of Sandown Community Farm" (Appendix "B") which may be amended from time to time; and,

WHEREAS the Tenant supports the goals and objectives of the Society, and wishes to use a portion of the Lands, for the purpose of farming legal commercial crops or livestock production for local food production over and above household self-sufficiency, (the "Permitted Use"), commencing on <date> _____ 20__ ("Commencement Date") as follows:

The parties agree as follows:

1.0 SUBJECT TO HEAD LICENSE

- 1.1 The Tenant acknowledges that the Society has no power to grant any land uses beyond those described in the License of Occupation with the municipality of the District of North Saanich (Appendix "A") and agrees to do nothing that would cause the Society to breach that license in any way and that the Tenant's right to use the Lands is subject to:
- (a) existing terms contained in any original agreement (entered into by the Society) or contained in any other disposition or covenants from the Crown, Agricultural Land Commission (ALR), Capital Regional District, with respect to the Lands;
- (b) any highway, or public right-of-way, watercourse, right of water or other public/private easement found on the Lands;
- 1.2 The Tenant does not acquire any interest in the Lands under this Agreement. The Society does not grant to the Tenant either by this Agreement, through prescription or otherwise any interest in the Lands other than the right to use the Lands pursuant to the terms of this Agreement. The Tenant acknowledges that this Agreement does not grant exclusive possession on any part of the Lands. The Society's rights, other than those specifically granted under this Agreement, remain in force.

2.0 LAND

- 2.1 The Society hereby grants the Tenant the right to occupy the arable parts of the Lands as indicated on the map of the Lands and described in Appendix "C", subject to:
- (a) the terms and conditions of this Agreement;
- (b) the terms and conditions of the Tenant's *Farming Application and Business Plan* dated _____ and attached as Appendix "C"; and,
- 2.2 the Tenant shall have the right to share the common areas and services of the Lands as indicated on the map of the Lands in Appendix "B";
- 2.3 the Tenant owns all personal property chattels moved onto the Lands at their expense or on their behalf during the period of time covered by this agreement.
- 2.4 All improvements to the real property made on or to the Lands at the Tenant's expense or on their behalf during the period of time covered by this Agreement shall remain on the Lands, without any form of compensation from the Society to the Tenant at the termination of this Agreement.

3.0 TERM

- 3.1 The term of this Agreement shall be for two calendar years from the Commencement Date, with a review after the first year of operation;
- 3.2 the Tenant shall have an option to renew this Agreement for a further five-year period to a final total of xxx years on the condition that:
- (a) the Tenant remains in compliance with all terms and conditions of this Agreement throughout the previous occupancy period,

- (b) the Tenant agrees to respond to reasonable requests for information and provides such requested information,
- c. the Tenant provides not less than 90 days written notice to the Society its intention to renew.

4.0 OCCUPANCY FEE AND EXPENSES

- 4.1 The Tenant shall pay an agreed upon yearly fee ("Occupancy Fee") to the Society, not less than \$xxxx per year (\$ per acre), on each anniversary of the Commencement Date for the use of the Tenant's Lands. The Occupancy Fee shall be paid to the Society on or before the due dates in this Agreement without invoice or other notice from the Society; if the Occupancy Fee is not paid on or before the due dates this Agreement, the Tenant agrees to pay interest on the amount of unpaid Occupancy Fee at the rate of Prime plus 1 %.
- 4.2 The Occupancy Fee shall include utilities as shared by the Society. This percentage may be re-adjusted depending on actual use;
- 4.3 The Tenant will be responsible for sharing, as required, expenses for whole farm benefit, for example: road maintenance or irrigation; and,
- 4.4 The Occupancy Fee and other expenses shall be reviewed annually with the Society on the anniversary of the commencement date and may be amended by mutual agreement at that time.

5.0 REVENUE & EXPENSES

- 5.1 The Tenant is entitled to retain any and all revenues it receives from the sale of its products and services; and,
- 5.2 The Tenant is solely responsible to pay any and all expenses, fees, taxes, and liabilities related to the Tenant's business and related activities and holds the Society harmless therefrom, and furthermore, agrees to indemnify the Society for any loss, liability or expense incurred by the Society as a result of any act or failure of the Tenant pertaining to same.

6.0 COMMUNICATION

- 6.1 Each party will keep the other informed of all relevant developments concerning the Lands, the Society and the Tenant;
- 6.2 The Tenant will communicate with the Society Board through their designated spokesperson, and will respect other channels of communication with the Society as may be determined from time to time by the Society; and,
- 6.3 The Society and the Tenant agree to participate in trouble-shooting and problem-solving to work towards the success of Sandown Community Farm for the benefit of all concerned.

7.0 RESPONSIBILITIES OF THE TENANT

- 7.1 The Tenant is encouraged to adopt sustainability principles and to follow recognized organic practices. The Certified Organic Associations of BC (COABC) and the BC Certified Organic Regional Program are an accepted point of reference. Effort by the Tenant to use organic practice is mandatory. Organic certification by the Tenant is preferred but not required.
- 7.2 To respect the authority of the Society and its directors and employees to make decisions and to maintain the goodwill of the Society and a positive reputation for Sandown Community Farm Society by:
- (a) respecting the agricultural character of the area by minimizing any disruption or inconvenience to the local residents. Specifically, the Tenant shall ensure that odours are minimized where practical, noise levels are controlled, garbage is not allowed to accumulate, and appropriate controls will be taken to avoid attraction of rodents and invasive plants will be controlled; and,
 - (b) maintaining good working relationships with any other occupants of the Lands, including other farmers, Society directors and employees, Sandown Community Farm Society members, volunteers, and other invited guests, and actively participating in planning, development, and educational activities related to the use of the Lands when reasonably requested by the Society;
- 7.3 The Tenant shall:
- (a) pay when due all taxes, rates, levies, duties, charges and assessments levied or charged, at any time, by any government authority having jurisdiction which relate to the Lands, the improvements or both of them and which the Tenant is liable to pay under applicable laws;
 - (b) manage its farm operations in such a way that is respectful of the principles, objectives, and spirit of the Society at all times in all conducts relating to the Lands; to protect important habitat for plants, animals, and natural communities on the Lands, as well as the ecosystems and processes that sustain them (as per Appendix "B", Land Use Policies);
 - (c) respect the natural values that exist on the Lands, and to practice due diligence in order to avoid contaminating the soil and water, and to take reasonable steps to avoid unnecessary harm to native plants and animals found on the Lands (as per Appendix "B" Land Use Policies);
 - (d) not use the Lands nor allow the Lands to be used for any purpose other than the Permitted Use (as per Appendix "C" Farming Application and Business Plan OR Farm Plan) and any subsequent updates to the Society at any time this Agreement is under review;
 - (e) not alter, improve, change, remodel, tear down or destroy any buildings erected upon the Lands without written agreement with the Society (as per Appendix "C" Farming Application and Business Plan OR Farm Plan/Permitted Use);
 - (f) not cut down timber except either in an emergency situation or by approval of or by written agreement with the Society;

- (g) be entitled to construct and install on the Lands such temporary improvements as the Tenant considers necessary or desirable to enable the Tenant to use the Lands for the Permitted Use provided that (as per Appendix "C" Farming Application and Business Plan OR Farm Plan/Permitted Use):
 - (i) no improvements shall be constructed or installed on the Lands unless the Tenant shall have first delivered plans and specifications to the Society, and obtained the Society's written consent to construct or install these improvements; and,
 - (ii) all work associated with the temporary improvements shall be done in a good and professional manner and when possible by qualified and experienced contractors, professionals or trades people;
- (h) keep and maintain, at all times and at the Tenant's expense, the Lands and any improvements constructed on the Lands (whether or not such improvements were constructed by the Tenant in good repair, including without limitation, the fences, gates, irrigation system;
- (i) not, at any time commit or suffer to be committed any waste upon the Lands. The Tenant will not keep, sell, use or handle any merchandise, goods or raw materials regulated under the *Transportation of Dangerous Goods Act, 1992*, the *Waste Management Act*, the regulations promulgated under these Acts or any successor legislation or regulations replacing these Acts, unless the Tenant has first obtained the Society's written permission;
- (j) ensure that in using the Lands for the Permitted Use, no act whatsoever shall be done or omitted to be done in or upon the Lands, which may result in nuisance, damage or disturbance to the occupiers or owners of any lands or premises adjoining the Lands or to the holders of any easement, right of way or other encumbrance charging the whole or part of the Lands (as per Appendix "A" Land Use Policies);
- (k) if deemed prudent or necessary by the Society or the Tenant:
 - (i) designate the boundaries of the Lands by notices, posted signs, fences or otherwise, as approved by the Society;
 - (ii) control, regulate and direct the movement, activities and the access and entry of all the Tenant's employees, agents, contractors, consultants or any other persons for whom the Tenant is responsible to or on the Lands; and,
 - (iii) regulate the use and movement of vehicles of all the Tenant's employees, agents, contractors, consultants or any other persons for whom the Tenant is responsible to or on the Lands;
- (i) use the Tenant's best endeavours to ensure that no claim of lien shall be filed in respect of any work which may be carried out by it or on the Tenant's behalf on the Lands and, if a claim of lien shall be filed in respect of any such work, the Tenant shall take all necessary steps to have the claim of lien cancelled and discharged from the Lands within 30 days of the date the Tenant has notice of such filing. The Society, in addition to any other rights or remedy, may discharge any claim of lien from the Lands by paying the amount claimed to be due or by procuring a discharge

of such liens by deposit of such amount in the appropriate court. In any such event the Tenant shall forthwith pay to and reimburse and indemnify the Society for all costs and expenses (including any and all actual legal fees incurred, and disbursements expended) incurred by the Society plus interest at a rate of 24% per annum;

- (m) comply with any law, statute, by-law, regulation or lawful requirements of any governmental authority or any public utility lawfully acting under statutory authority and all demands and written notices in pursuance thereof whether given to Society or the Tenant and in any manner or degree affecting the exercise or fulfilment of any right or obligation arising under or as a result of this Agreement or the use or occupancy of the Lands by the Tenant . If a party receives any such demand or written notice, then that party shall forthwith deliver a copy thereof to the other party;
- (n) obtain and maintain, during the term of this Agreement, insurance coverage in such as a reasonable and prudent as the Tenant would do in circumstances and in any event in the amount not less than \$2 Million dollars. the Tenant is responsible for its own liability and personal property insurance. the Tenant would obtain, having regard to the obligations assumed by the Tenant under this Agreement and the activities conducted by the Tenant, the Tenant's agents and invitees on the Lands, including the construction and installation of temporary improvements and the Tenant's use and occupancy of the Lands; the Tenant acknowledges that the Society's liability and personal property insurance does not include the Tenant. the Tenant is required to include SANDOWN COMMUNITY FARM SOCIETY under "additional insured" on their insurance.
- (o) not do or omit to do or permit to be done anything that will cause or shall have the effect of causing the cost of the Society's insurance in respect to the Lands to increase at anytime during the Agreement or any policy of insurance on or relating to the Lands be subject to cancellation;
- (p) indemnify and save harmless the Society, its guests, invitees and agents from any and all liabilities, expenses, charges, damages, costs, actions and proceedings arising from or as a result of any breach of or interference with the Tenant's rights under this Agreement;
- (q) upon the signing of this Agreement and each anniversary date thereafter, the Tenant will deliver to the Society a completed "Province of British Columbia Certificate of Insurance" as set out in Appendix "D"; and,
- (r) by not later than 60 days after the expiry or the sooner termination of this Agreement, have removed, at the Tenant's expense, all personal property chattels constructed prior to and after the termination date of the agreement, leaving properties in good order upon departure. However, all appurtenances, building improvements and fixtures must remain on the property as per paragraph 2.4.

8.0 RIGHTS and OBLIGATIONS OF THE SOCIETY

8.1 The Society its duly authorized employees, agents or contractors may:

- (a) enter upon the Lands for the purpose of examining the condition and state of repair of the Lands and the improvements, and if at any time as a result of its inspection, the Society gives to the Tenant notice of defect or want of repair, the Tenant shall cause the same to be repaired immediately at the expense of the Tenant. The Society may only give such notice if the requested repairs are reasonably necessary and not of a purely cosmetic nature; and,
- (b) enter the Lands and repair or maintain the same at the expense of the Tenant if the Tenant shall at any time default in the performance or observance of any of the covenants in this Agreement for or relating to the repair or maintenance of the Lands or the improvements, and in the Society's opinion such default affects the safe or lawful use or operation of the Lands or the improvements or the Society's use of neighbouring lands.

8.2 The Society shall:

- (a) not interfere with the personal lives, associations, expressions or actions of the Tenant, except insofar as they involve the terms and conditions of this Agreement; and,
- (b) not use the property in a manner that would derogate from the Tenant's rights under this Agreement.

8.3 The Society shall support the Tenant by providing the following services and facilities:

- (a) Delimiting the perimeter of Sandown Community Farm to deter both human and animal intruders, but the Society takes no responsibility for intrusions of any kind;
- (b) Water connection up to the boundary of X for irrigation purposes by the Tenant.
Expenses for this water will be shared with the Society;
- (d) Shared access to facilities that may be developed or provided on the Common Lands, such as storage, a wash-up area, an on-site farm stand, etc., if and when they are established;
- (e) Shared access to technical expertise through no-charge consultation with selected Board Members(s);
- (f) Marketing support, by providing the Tenant with access to appropriate promotional materials related to the work of Sandown Community Farm that may be developed by the Society from time to time;
- (g) On-site parking for one vehicle while the Tenant is on the Lands; and,
- (h) Assets as described in Appendix "E".

9.0 OBLIGATIONS OF THE TENANT

9.1 In consideration for the benefits to be received by the Tenant under this Agreement, the

Tenant undertakes, the following obligations:

- (a) To honour the principles, objectives, and spirit of the Society at all times in all conducts relating to the Lands and all persons who share the land;
- (b) To become familiar with and, to the extent possible, follow the Islands Organic Producers Association (IOPA) guidelines and the Certified Organic Associations of British Columbia (COABC) standards;
- (d) To provide a Business/Use Plan and any subsequent updates to the Society at any time this Agreement is under review;
- (e) To communicate with the Society Board through their designated spokesperson, and to respect other channels of communication with the Society as may be determined from time to time by the Society;
- (f) To respect the authority of the Society and its employees to make decisions and to maintain the goodwill of the Society and a positive reputation for Sandown Community Farm by:
 - (i) respecting the residential character of the area by minimizing any disruption or inconvenience to the local residents. Specifically, the Tenant shall ensure that odours are minimized where practical, noise levels are controlled, garbage is not allowed to accumulate, and appropriate controls will be taken to avoid attraction of rodents and invasive plants will be controlled;
 - (ii) maintaining good working relationships with any other occupants of the Lands, including other farmers at Sandown Community Farm ("Farmers"), Society employees, Sandown Community Farm Society members, volunteers, and other invited guests;
 - (iii) actively participating in planning, development, and educational activities related to the use of the Lands when reasonably requested by the Society;
 - iv. not entering into livestock production without express consent of the Society Board (including livestock allowed under the Head License); and,
 - i. Providing outreach to the neighbours on any activities affecting the neighbours.
- (g) To market produce within the following parameters;
 - (i) In a way which reasonably promotes Sandown Community Farm;
 - (ii) Maintain reasonable standards of size and quality, to maintain the reputation of and market for quality produce; and,
 - iii. Maintain full and accurate records of all marketing activities and revenues and provide the Society with reasonable access to the information for the

Society's accountability to funders, members, and other interested bodies, or as may be reasonably requested for education purposes. The Society recognizes that some of this information is sensitive commercial information and will respect such confidentiality accordingly;

(i) To respect the Sandown Community Farm Biodiversity Plan attached as Appendix "F"; and,

(j) To leave properties in good order upon departure;

9.2 The Tenant acknowledges and agrees not to bind the Society in any way nor use its name for any purpose without the prior consent of the Society Board;

9.3 The Tenant will ensure that any paid or unpaid workers or visitors to their operations, or any persons acting in the Tenant's name (e.g. in marketing) respect these obligations;

9.4 The Tenant assumes all risks and obligations in relation to such persons and holds the Society harmless;

9.5 The Tenant is responsible for their own personal property insurance. The Tenant acknowledges that the Society's and personal property insurance does not include the Tenant's business.

9.6 The Tenant is required to include SANDOWN COMMUNITY FARM SOCIETY as "additional insured" with respect to liability on their insurance.

9.7 The Tenant partners must pay the annual membership dues to the Society.

10.0 DISPUTE RESOLUTION

10.1 If a breach of this Agreement occurs or is threatened, or if there is disagreement as to the meaning of this Agreement, either the Society or the Tenant may give notice to the other party requiring a meeting of all parties within 7 (seven) Business Days of receipt of the notice.

10.2 All activities giving rise to breach or threatening a breach of this Agreement or giving rise to a disagreement as to the meaning of this Agreement must immediately cease upon receipt of the notice.

10.3 The parties must attempt to resolve the matter, acting reasonably and in good faith, within 14 (fourteen) Business Days of receipt of the notice.

10.4 If the parties are not able to resolve the matter within that time, the parties may appoint a mutually acceptable person to mediate the matter. If the parties are unable to agree on the appointment of a mediator within 15 days after the mediation process is invoked, any party may apply to the British Columbia Mediator Roster Society, or its successor, or such other organization or person agreed to by the parties in writing, for appointment of a mediator. The parties must act reasonably and in good faith and cooperate with the mediator and with each other in an attempt to resolve the matter within 30 days after the mediation. Such mediation to take place within the Capital Regional District, Vancouver Island, BC.

10.5 If the parties are not able to come to a mutual agreement 30 days after the mediation is concluded, the Society shall have the right, in its sole and unfettered discretion to terminate the Agreement.

10.6 The cost of the mediation will be borne equally between the parties, which costs will not include costs incurred by a party for representation by counsel at the mediation.

11. TERMINATION

11.1 Without limiting any of its other rights or remedies, the Society may terminate the occupancy granted under this Agreement:

(a) without cause by giving the Tenant at least 90 days advance written notice; and,

(b) without giving the Tenant any prior notice if the Tenant breaches any of the Tenant's obligations under this Agreement and resolution is not achieved pursuant to section 10.5. Notwithstanding the termination of the occupancy granted under this Agreement, the Tenant shall continue to be liable to the Society for all payments due and obligations assumed under this Agreement.

11.2 The parties agree that this Agreement is automatically terminated upon the termination of the Head License, the dissolution of the Society, the sale of the Tenant's business or the death or incapacity of the Tenant. In such event, no party shall have recourse to the other party for any consequent damages, such as loss of income or interruption of the activities contemplated by this Agreement;

11.3 If one party defaults in its obligations in a continuous or recurring way despite requests by the other party to correct the default and all reasonable efforts have been made to resolve the relevant issues, or if the default is so serious that it risks the Head License or the use of the Lands in general and all reasonable efforts have been made to resolve the relevant issues, the aggrieved party may give the other party 30 days written notice of termination;

11.4 In the event the Tenant's business is sold and the purchaser of the Tenant's business desires to continue to operate the Tenant on the Society Lands, the purchaser must submit a *Farming Application and Business Plan* (Appendix "C") to the Society Board and be accepted; failing which, the Agreement comes to an end;

12.5 The Tenant agrees to leave in reasonable order upon termination of Agreement, all said properties including land and Society equipment and to submit records and information required of them by the Society; and,

12.6 The parties agree that this Agreement is automatically terminated upon the death or incapacity of the Tenant. In such event, no party shall have recourse to the other party for any consequent damages, such as loss of income or interruption of the activities contemplated by this Agreement.

12.0 NON-WAIVER

12.1 The failure of the Society to insist upon strict performance of any condition in this

Agreement or to exercise the right or option hereunder shall not be construed or operate as a waiver or relinquishment for the future of any such condition or option and no waiver shall be inferred from or implied by any thing done or omitted by the Society, save only express waiver in writing. The acceptance of any rent or performance of any obligation hereunder by a person other than the Tenant shall not be construed as an admission by the Society of any right, title or interest of any such persons as a sub-tenant, assignee, transferee or otherwise in place and stead of the Tenant.

13.0 NO ASSIGNMENT OR TRANSFER

- 13.1 The Tenant cannot at any time assign or transfer this agreement to another party without written agreement of the Society Board.

14.0 RISK AND INDEMNITY

- 14.1 The Society assumes no responsibility whatsoever for the quality or quantity of the soil, water, and other services provided by the Society, nor for the ability of the Lands to generate *sellable* produce. Moreover, the Society bears no responsibility for the health and safety of the Tenant or invitees who at all times are considered independent operators;
- 14.2 The Tenant shall indemnify and save harmless the Society, its directors, officers, employees and agents from all claims, demands, losses, costs and expenses (including actual legal costs and disbursements expended) and damages based upon, arising out of or connected with the use of the Lands by the Tenant or for any action taken or things done or maintained in connection with this Agreement, the intent being that the Society shall be at no expense, or loss, to which it would not have been put but for this Agreement;
- 14.3 The Tenant shall not hold the Society liable for any injury or damage to any person or property on, in or about the Lands, howsoever such damage may be occasioned. All risks of any such injury being assumed by the Tenant, who shall hold the Society harmless and indemnified therefrom.

15.0 INDEPENDENT CONTRACTOR

- 15.1 The Tenant enters into this Agreement as an independent contractor and in no sense is the Society or any of the Tenant's employees, invitees or agents to be considered an agent of or under the control of the Society. No inspection undertaken by the Society, granting of a consent by the Society, delivery of plans, specifications or other information to the Society nor the Tenant's compliance with any orders or directions given by the Society shall relieve the Tenant from complying with, or

derogate from the Tenant's obligations to comply with, the Tenant's obligations under this Agreement.

- 15.2 Without limiting the foregoing, the Society is under no obligation to review any plans or specifications delivered by the Tenant to the Society to inspect, repair or maintain the Lands or any improvements, nor insure any improvements made or installed by or on behalf of the Tenant.

16.0 GENERAL

- 16.1 Amendments and alterations to this Agreement shall be in writing, shall be signed by both the Tenant and the Society and shall be appended to this Agreement.

17.0 TIME OF THE ESSENCE

- 17.1 Time will be of the essence of this Agreement and any renewal thereof, except where expressly stated to the contrary.

18.0 WHOLE CONTRACT

- 18.1 The whole contract and agreement between the parties hereto is set forth herein; and no representations, warranties or conditions have been made other than those expressed herein; and no agreement collateral hereto will be binding upon the Society unless it be made in writing and signed by the Society.

19.0 MISCELLANEOUS

- 19.1 This agreement will ensure to the benefit of and the binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

DATED on North Saanich, BC, _____ day of _____ 20__.

IN WITNESS WHEREOF the parties hereto have set their hands.

Per: _____

Witness

SANDOWN COMMUNITY FARM SOCIETY
(the Society)

Per: _____

(the Tenant)

Per: _____

(the Tenant)

Appendix "A" – Terms of Land Use

License of Occupation (North Saanich and Sandown Community Farm Society)

Copy is available in the Society files and can be seen upon request.

Terms of Land Use (reference any covenants, regulations, ALR zoning...)

Appendix "B" - Land Use/Rental Policies of Sandown Community Farm

Appendix "C" - Plan/Permitted Use

Farming Application and Business Plan, or Farm Plan/Permitted Use submitted by the Tenant, including a map indicating the boundaries of the lands provided as determined between the Society and the Tenant, on <date>_____ known as:

- <description> eg., rectangular plot on the _____ of the reservoir.
- Boundary extending from the drainage ditch on the _____ along the tree line to the drainage ditch on the _____ of the plot.
- boundary is the driveway and _____ boundary is _____ feet from the reservoir.
- This area is approximately _ acres in size

Appendix "D"

Certificate of Insurance/Liability submitted by the Tenant.

Appendix "E" - Society Assets

e.g., Access to water from the < > for irrigation purposes using a drip or similar system, installation at the Tenants' expense...

Appendix "F" - Sandown Community Farm Biodiversity Plan...