

Expected Work and Services Agreement-Link River Campsite 2024

- 1. This Agreement shall commence on **May 17**, **2024** and shall end on **September 20**, **2024** unless terminated earlier or extended by mutual agreement of the parties ("Term").
- 2. In case of an extension, or early start, the Contractor will be paid at the same monthly rate, pro-rated for the term of the extension. If both parties agree to weekend openings or other changes outside the term of the agreement, the contractor will be adjusted by \$\\$ per day.
- 3. The work and services to be performed by the Contractor shall be:
 - a) Keep the campsite clean, tidy and in orderly condition at all times; clean and prep campsites between visitors;
 - b) Ensure that all garbage is deposited in designated containers and that the Village of Port Alice is contacted when containers require service;
 - c) Cut the grass as required, and cut the light brush in the campsite areas as it encroaches into campsite areas or roadways;
 - d) Keep the outhouse facilities in a clean and sanitary condition and treat daily with provided chemical;
 - e) Immediately report any damage or vandalism which occurs in the campsite to the Village of Port Alice;
 - Use their best efforts to maintain law and order in the campsite and, if necessary, call in the local RCMP to attend to problems;
 - g) Coordinate reservations with the Village of Port Alice and collect on a daily basis such fees and visitor statistics as may be prescribed by the Village of Port Alice for use of the campsite facilities.
 - i. The Contractor must give access to all records to the Village of Port Alice and permit the Village of Port Alice to make copies thereof as necessary;
 - To manage the campsite in good and workmanlike manner and in accordance with the standards set by the Village of Port Alice, and to do all things necessary to operate the Campsite in a proper manner; and
 - i) To remit all monies collected on a regular basis, as directed, and as outlined in Appendix "A" of the agreement;
 - j) Ensure that only the designated areas are used for camping and not permit camping in the day use And parking areas, which are to remain open at all times for public use;
 - k) Advise that firewood is available to campers upon registration as long as stocks remain OR may be available for a fee from the Caretaker per terms proscribed by the Village of Port Alice.
- 4. The Contractor(s) shall abide by and enforce the rules and obligations in Appendix "A".
- 5. Each month and prorated for each portion thereof the Village of Port Alice shall pay the Contractor a base rate of \$_____ for the operation of the campsite. Such amount to be paid at the end of the month.
 - a) In addition to the base rate above and conditional on adequately performing the duties listed in Section 3 above, each month the Village of Port Alice shall pay the Contractor 15% (fifteen percent) of all fees collected by Village of Port Alice, net of GST, to manage the operation of the campsite. Such amount to be paid within 30 days of the following month.

- 6. At the expense of the Village of Port Alice, the Contractor(s) agree to take out and maintain in full force and effect for the term of the Agreement, for the benefit of the Village of Port Alice, its employees, officers, directors, board members and agents, and the Contractor, comprehensive general liability insurance against any and all claims for personal injury, death, property damage, and economic loss, arising in the course of the performance or intended performance by the Contractor of any obligations under this Agreement, with such insurance to provide protection of not less than \$2,000,000 in respect of any single occurrence. The Policy shall name the Village of Port Alice as an additional named insured and shall contain a clause that the insurer will not cancel, change or refuse to renew the policy without first giving the Village of Port Alice Administrator thirty days prior written notice. A copy of all policies or certificates of insurance shall be delivered to the Village of Port Alice within one month of start of Agreement.
- 7. The Contractor shall not sell any goods or provide any services to the public, other than those provided for in this Agreement, without the express written permission of the Village of Port Alice.
- 8. The Contractor shall supply tools and equipment as may be required for the performance of work and services other than set out in Section 3(c), (provided by the Village of Port Alice).
- 9. The Contractor, as an independent Contractor under this Agreement, shall be liable for all Employment Insurance Premiums, Canada Pension Plan Payment, and any Income Tax payable under the Income Tax Act of Canada, incurred for the operation and maintenance of the campsite by the said Contractor and any of the Contractor's employees. Workers' Compensation fees shall be paid by the Village of Port Alice.
- 10. The Contractor as an Independent Contractor must work by Village of Port Alice and Worker's Compensation Board rules and regulations.
- 11. Either party giving sixty (60) days written notice to the other party may terminate the Agreement without any further obligation by either party to the other. Written notice is to be given to the Administrator.
- 12. If the Contractor is in default under any of the terms hereof, and the Contractor has not cured the breach, or is not diligently pursuing a cure for the breach to the satisfaction of the Village of Port Alice, the Village of Port Alice in its sole discretion may, within five days after notice of the breach is given to the Contractor by the Village of Port Alice Administrator, terminate this Agreement without notice.
- 13. The Village of Port Alice shall provide all necessary supplies for the toilet facilities.

I acknowledge that I have read the Expected Work and Services Agreement-Link River 2024 and fully understand and will abide by the expected work and service regulations noted above.

digited this 10 day of way 2024
- Link River Caretakers
Witnessed by:
Name – Representative for

Signed this 10th day of May 2024



Appendix A

- 1. No person shall:
 - (a) Deface or litter the park or park facilities, or their campsite during their stay;
 - (b) Disturb their neighbors with undue noise and disruption between the hours of 11 pm and 7 am.
 - (c) Allow their pets or children to roam unsupervised such that it disturbs the peace and enjoyment of other campers or the natural values of the park;
 - (d) Allow dogs to run at large; dogs must be on a leash;
 - (e) Leave fires unattended;
 - (f) Stay more than 14 days;
 - (g) Use the park for commercial purposes without the permission of the Village of Port Alice.
 - (h) Use ATV's or non-licensed motor/dirt bikes in the campsite area.
- 2. Only one RV is permitted per campsite to a maximum of six people per site.
- To ensure camper comfort, generators will only be permitted if run responsibly and respectfully during the hours of 9:00am to 9:00pm. Any complaints will result in a request to discontinue use of the generator for the duration of your stay.
- 4. All visitors must register with the Campsite Caretaker.
- 5. All garbage must be securely bagged and placed in garbage disposal facilities provided.

PARK RATES *

<u>Link River Regional Park</u>

Waterfront Sites - \$30.00 per night Non-Waterfront Sites - \$20.00 per night

- At this time, Credit cards are the preferred method of payment but cash will be accepted at the Link River Campground
- Persons holding reservations must check in with the Campsite Caretaker by 6:00 pm or risk losing their campsite. Reservations can be made online at letscamp.ca/camps/link-river-campground. Reservations can be modified online. Please note if staff are required to revise your reservation, there will be an \$8.00 change fee applied
- Checkout time is 11 am. Persons wishing to re-register must do so prior to checkout and subject to site
 availability.
- Firewood may be available for a fee from the Caretaker. Please obey fire bans.

Link River Campsite may at any time be closed to the public for reasons such as fire, water or vandalism.

Persons violating any Link River Regulation will be asked by the Campsite Caretaker to leave and may be barred from future use of the Link River Campground. Disputes can be made in writing to the Village of Port Alice, Attention: Administrator, Box 130, Port Alice, BC VON 2NO or by email to linkriver@portalice.ca