



Occupancy Agreement Package

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Occupancy Agreement – Intent to Enter Into

Dated this day of _____, 20_____ Time:_____

Photos on file: Yes Legal No

Description of Property: _____

Physical Address of Property:_____

Landowner/Legal Occupier:_____

Occupant:_____

Contact Information:_____

The Ministry of Forests, Lands and Natural Resource Operations requires the use of some of your property to aid in the control and prevention of damage that may result from incident # _____ presently burning in the area. The proposed uses of your Land and/or Premises as well as any damages that may arise from our operations are listed below. Please review the documented information and advise of possible impacts these operations may place on you or your livelihood.

The following fire suppression activities are necessary to aid in the control of the wildfire presently burning in the area:

- List of fire suppression activities with four blank lines for input.

Possible impacts to the private property:

- List of possible impacts with four blank lines for input.

A follow-up inspection will be conducted to discuss the remedial work required as a result of the action arising from our property rental.

Sincerely:_____ Received by:_____

Signature:_____ Signature:_____



File: 00146-45/ _____

Between:

GRANTOR NAME _____

GRANTOR NAME _____

ADDRESS _____

ADDRESS _____

(the "Grantor(s)")

And: **HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, AS REPRESENTED BY HER MINISTER OF FORESTS, LANDS AND NATURAL RESOURCE OPERATIONS, BC WILDFIRE SERVICE,**

FIRE CENTRE AND ADDRESS

(the "Crown")

Whereas,

The Grantor is the owner, or is legally entitled to act on behalf of the owner of the Land and/or Premises described as:

LEGAL DESCRIPTION _____

PID _____

Hereinafter called the "Land"

Which certain improvements have been constructed

Hereinafter called the "Premises"

The Crown wishes to enter onto the Land and/or Premises, for the purpose of _____

the location which is indicated on the sketch/map which forms part of this Agreement.

And the Grantor has agreed to permit the Crown to enter onto and occupy the Land and/or Premises for such purposes for a period commencing _____ 20__, and terminating _____ 20__ (the term), unless sooner terminated or extended in accordance with this Agreement.



Now, therefore,

(choose one of the following)

- Daily fee of \$ _____ beginning on _____, 20_____, shall be charged as per this Agreement, or;
- Weekly fee of \$ _____ beginning on _____, 20_____, shall be charged as per this Agreement, or;
- Monthly fee of \$ _____ beginning on _____, 20_____, shall be charged as per this Agreement, or;
- A fee of \$1.00, the receipt and sufficiency of which is hereby acknowledged, for the rights *herein granted*.

In consideration of this Agreement, the Grantor shall permit the Crown to enter onto and occupy the Land and/or Premises for the term and purposes described above subject to the terms and conditions hereinafter contained.

The fee is inclusive of services including water, power, gas, sewage disposal, garbage removal, and property taxes, but excluding telephone and other communication service

The Crown shall pay, on receipt of a valid invoice, all charges for water, sewage disposal, garbage removal, electricity, power or other utility rendered in respect of its use of the Premises.

1. The Crown covenants with the Grantor:
 - (a) to pay the fee upon receipt of an invoice from the Grantor, when due at the address specified;
 - (b) to observe, abide by and comply with all laws, orders, directions, ordinances and regulations of any competent governmental authority in any way affecting the Land and/or Premises or its use and occupation, PROVIDED that the Crown shall have the right to contest the validity or applicability of such laws, orders, directions, ordinances or regulations;
 - (c) to maintain and keep the Land and/or Premises in a safe, clean and sanitary condition;
 - (d) not to commit or suffer any willful or voluntary waste, spoil or destruction, on the Land and/or Premises, or do or suffer to be done thereon anything that may be or become a nuisance at law, it being understood that the Land and/or Premises may be used for the support of emergency fire fighting operations at any time of the day or night;
 - (e) on the expiration or termination of the term, to peaceably quit, surrender, yieldup and deliver the Premises to the Grantor in the same condition as it was at the date of the commencement of this Agreement (see attached schedule A)

- (f) (reasonable wear and tear and damage by fire, lightning, tempest or other act of god, explosion, war, insurrection or riot excepted), and to the extent necessary this clause shall survive the expiry or termination of this agreement;
 - (g) to permit the Grantor, its servants and agents, at all reasonable times to enter upon and inspect the Land and/or Premises;
 - (h) to access the Land and/or Premises as instructed by the Grantor;
 - (i) indemnify and save harmless the Grantor from and against any and all losses, claims, damages, actions, causes of actions, costs and expenses that the Grantor may sustain, incur, suffer or be put to arising out of the use of the Land and/or Premises by the Crown, its employees, agents, invitees, licensees, permittees or contractor, excepting always liability arising out of the acts or omissions of the Grantor, its employees agents, invitees, licensees, permittees or contractors;
2. The Grantor covenants with the Crown:
- (a) The Crown shall be permitted to install sufficient telephone service and other communication requirements as needed for its needs, as well as any hydro provided that the Crown pays for all costs associated with Crown's use of such services; and
 - (b) The Land and/or Premises are leased on an as is basis and the Crown will take whatever action is required to ensure the Land and/or Premises are safe and suitable for its needs. Any improvements made by the Crown shall be completed (with the Grantors permission) in accordance with the applicable building codes. Following the completion of the term the Crown shall remove its improvements and shall return the Premises to the condition it was in prior to the beginning of the term as nearly as possible, save and except any permanent improvements the Crown may have made which may be left with the consent of the Grantor. (see attached schedule A)
 - (c) The Crown shall have quiet enjoyment of the Land and/or Premises during the term of this Agreement;
 - (d) The Grantor will renew this Agreement on the same terms and conditions upon written request from the Crown.
3. The Grantor and the Crown agree:
- (a) If the Crown continues to occupy the Land and/or Premises with the consent of the Grantor after the expiry of the term of this Agreement or the last renewal thereof, the tenancy shall be a weekly tenancy at a rent pro-rated according to the rent then in effect under this Agreement and otherwise on the terms and conditions herein set out;
4. Payment:

In order to obtain payment for any fees under this Agreement, the Grantor must submit to the Crown, an invoice showing:

- (a) your legal name, address, the date and period of time which the invoice applies;
 - (b) a legal description or civic address of the Land and/or Premises under this Agreement;
 - (c) if the fee includes items other than rent, such as utilities or other charges as permitted by this Agreement, your invoice must show a breakdown of all the costs;
 - (d) any other billing information reasonably requested by the Crown.
5. The Grantor and the Crown acknowledge that the Crown is self-insured: and
 6. This Agreement shall be interpreted according to the laws of the Province of British Columbia.



IN WITNESS WHEREOF the parties have duly executed this Agreement on the _____ day of _____, 20__.

Parties Signatures

Witnesses Signature

Grantor Signature

Witness Signature

Printed Name

Printed Name

Dated this ___ day of _____, 20__

Dated this ___ day of _____, 20__

Grantor Signature

Witness Signature

Printed Name

Printed Name

Dated this ___ day of _____, 20__

Dated this ___ day of _____, 20__

Authorized Ministry Expense Authority

Printed Name

Employee Number

Dated this ___ day of _____, 20__

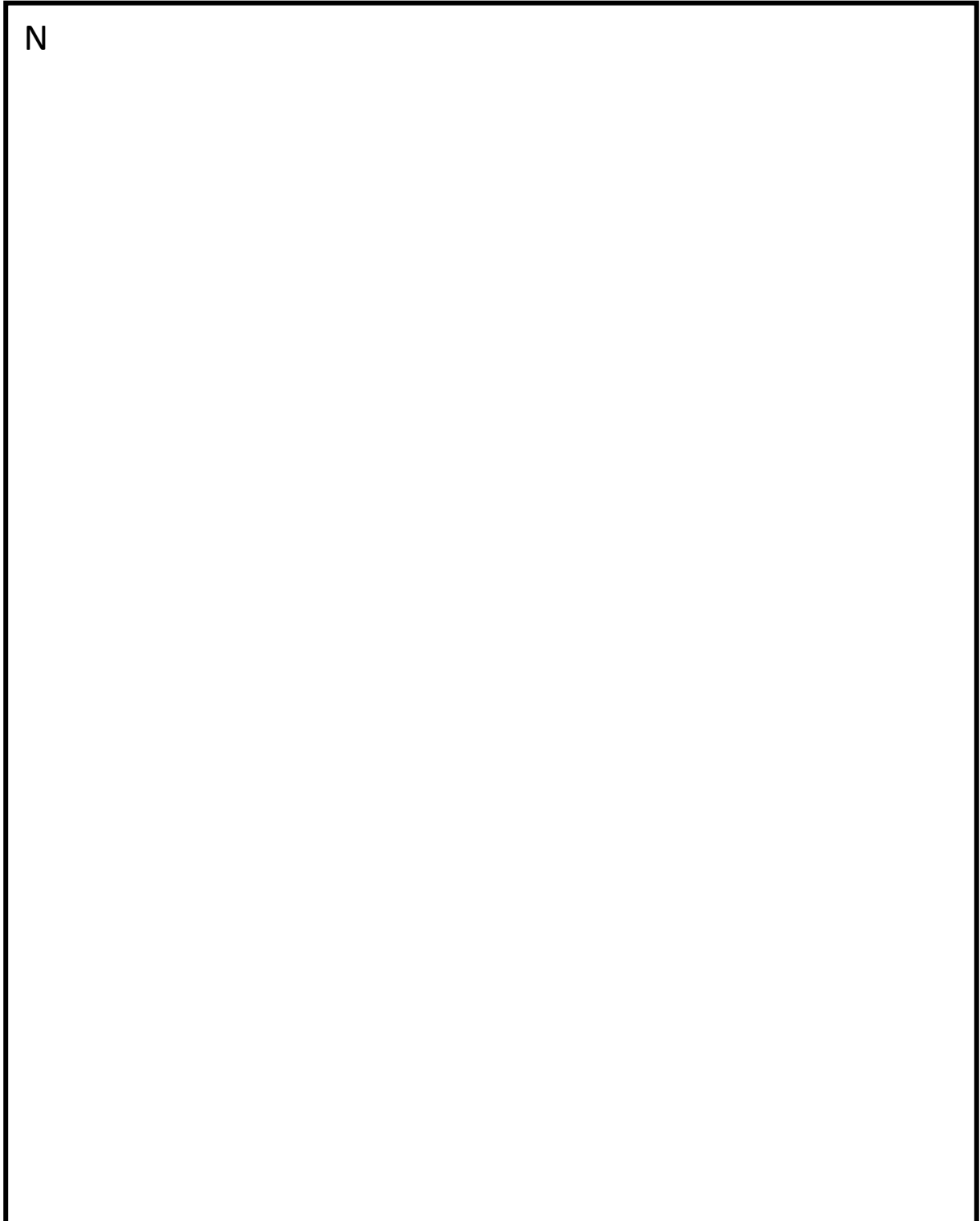
Schedule A

The Grantor(s) agrees to the following concerning site rehabilitation on the area(s) used by the Crown for staging for fire suppression activities:

- 1) A pre inspection of the Land and/or Premises (with photographs where applicable) will be completed by the Grantor of the Land and/or Premises or their representative in conjunction with a Crown representative prior to occupancy.
- 2) A post inspection of the Land and/or Premises (with photographs) will be completed by the Grantor of the Land and/or Premises or their representative in conjunction with a Crown representative.
- 3) Prior to any rehabilitation work, an approved Site Rehabilitation Plan must be completed.
- 4) Prior to any rehabilitation, all work must be agreed to and approved in writing by a Crown official.
- 5) Prior to commencing rehabilitation, all costs associated with that rehabilitation must be agreed to and approved in writing by a Crown official.



Sketch Plan of Site





Short-Term Land/Building Occupancy Agreement Instructions

Determine the occupancy fees with the Grantor following the recommended fee guide listed below. If dealing with first nations Grantor then ownership needs to be determined prior to discussing fees. If the Grantor is willing to accept the recommended fees or a fee of \$1.00, proceed with the agreement. If the Grantor is unwilling to accept the recommended fees gather the relevant information and pass to the local fire centre.

RECOMMENDED FEE GUIDE

PROPERTY CLASS	WEEKLY	MONTHLY	QUARTERLY
A fee of \$1.00 (no charge) is often offered by the Grantor and accepted by the ministry			
RESIDENTIAL	\$150.00	\$750.00	\$3000.00
INDUSTRIAL	\$200.00	\$1000.00	\$3500.00
COMMERICAL	\$200.00	\$1000.00	\$3500.00

Gather the following information for Land occupancy:

Take photographs of the Land and/or Premises prior to use including any access sites, capture outbulidings, fences, gates, culverts, ditches etc. Ensure you are dealing directly with the Grantor or duly authorized agent able to act on behalf of the Grantor.

What are you using the Land and/or Premises for? _____

How much Land and/or Premises are you planning to use? _____

Is the Land and/or Premises or any adjacent Land and/or Premises part of an Indian Reserve? _____

(Note: Companies or Land owned by first nation’s members or bands may be considered private Land, not Indian Reserve Land.) Use the following website to check land status.

<http://fnp-ppn.aandc-aadnc.gc.ca/fnp/Main/index.aspx?lang=eng>

Is the Land and/or Premises fee simple (private)? _____

What is the property legal description _____

What is the PID number? _____

Tip: To ensure you are dealing with the correct Landowner obtain an address, lat and long or a copy of the property assessment notice and submit it to the local fire centre.



Occupancy Agreement – Questions

Are there other structures, items, equipment etc. that need to be included in this Agreement? _____

(For example: outbuildings, wells or equipment?)

Consider access to the site, culverts, ditching etc. Will the site be modified, improved, timber removed, etc? _____

Is it a gravel pit, parks recreation site or other tenure on crown Land? _____

Who is the contact? _____

Who is the tenure holder? _____

Check online Cadastre for tenure holder. <http://www.ltsa.ca/surveyor-general/online-cadastre>

Are there valuable assets impacted by your use? If so, what and how much? (hayfields, water sources) _____

Do you have to cross other property to access the site you need? If so, ensure an Agreement is in place for the access rights. _____

Will an access road need to be widened? _____

What damage to the property could you do? _____

Rehabilitation concerns? _____

Are there environmental concerns? If so list them. _____

Are there underground services (septic tanks/fields, wiring, waterlines or oil/water wells? If so list them. _____

(Note for underground services clearly mark the ground to avoid damage potential caused by traffic i.e. heavy trucks, fuel bowsers).



Occupancy Agreement – Questions

Gather the following information for building occupancy:

When establishing a building Occupancy Agreement, the Grantor or site manager (primarily on commercial Lands and/or Premises) may already have an established fee schedule in place. Contact the local fire centre prior to negotiating any rates.

Take pictures of the Land and/or Premises plus the rooms you will be using.

Who owns the Land and/or Premises (all owners must sign and be identified on the agreement unless someone has power of attorney to sign on behalf of others)?

Is somebody who isn't an owner occupying the land?

Is the Grantor available or is it an absentee Grantor?

Who is the contact and are they authorized to sign for the building?

What are you using the building for?

What type of building is it?

How many people are allowed to occupy at one time?

Who is responsible for the cleaning or do you need to hire outside cleaners?

What is in the building (washrooms, showers, office equipment to rent, space like a gym)?

Where is the building located?

Is there parking and does it belong with the building or to a separate owner?

Will you impact any paved areas?

Is water, sewer, hydro, telephone, internet included?

If not determine a way to measure usage.

Is there work to be done to fix anything or change anything i.e. add phone lines etc?

What damage to the building could you do?

Rehabilitation concerns?

Are you using any surrounding areas like a school field or school yard?

Can you set up additional trailers outside the building?



Occupancy Agreement – Questions

Are there existing garbage bins to use? _____

Have you remembered to terminate the agreement upon completion of work? _____



FORMS: https://gww.for.gov.bc.ca/hth/engineering/contract_documents.htm

Instructions for completing the agreement:

- 1) Enter file number and name as per naming convention in green book.
- 2) Grantor(s) name and address (ensure all owners are listed)
* Verify Land ownership on BC Online/Cadastre <https://www.bconline.gov.bc.ca/http://www.ltsa.ca/surveyor-general/online-cadastre>
or verify status from the INAC website <http://fnp-ppn.aandc-aadnc.gc.ca/fnp/Main/index.aspx?lang=eng>
- 3) Name of the local fire centre and address.
- 4) Specify legal description of Land.
- 5) Include Parcel Identify Number (PID), located on BC Online/Cadastre from assessment role or title number if possible.
- 6) Describe what the Land and/or Premises will be used for e.g. equipment staging area; aircraft staging area including but not limited to rotary wing aircraft and related equipment during fire control operations; fire suppression camp and vehicle staging area.
- 7) Enter the date the Crown commenced occupancy and the termination date if known. (Difficult to determine at onset but perhaps it could have a limiting factor: “for a period not to exceed 3 months”; such Agreement will include a hold over clause or right of renewal clause).
- 8) Enter the fee and the date.
- 9) For building occupancy agreements review the clauses regarding services, e.g. water, power, etc. and choose either inclusive or the one that states the grantor will invoice.
- 10) Someone must witness the signature of the grantor(s) and sign as such.
- 11) Authorized Crown signature should be I/C or F&A Chief with expense authority.
- 12) Attach a sketch plan or map.
- 13) Include pre and post use photos on file.

TIPS –

- Ensure that all owners are paid when issuing payments. You may have to set up a new supplier in CAS for this.
- Non Owner Occupiers need to be consulted about these agreement but do not have to sign them and should never receive payment.
- Be sure to check for “Charges, Liens and Interests” against the land. If any of these show up, please contact the Forests Lands Acquisition Group at 250-387-8624 or 250-356-6816 to provide advice if these items need to be considered when entering into the agreement.



Occupancy Agreement - Termination

File: 00146-45/_____

Date: _____

Grantor(s):

Name of all Grantors- if company, legal company name

Mailing address

Postal Code

Agreement Commencement Date: _____

Agreement Termination Date: _____

Total Number of Days, Weeks, Months: _____
(Identify type)

Rental Rate: \$ _____

Amount Owing: \$ _____
(multiply rental rate x total number of days, weeks, months)

Signatures

Grantor: _____

Province: _____

*Print Name
Number*

Print Name

Employee

Grantor: _____

Print Name

****Please note: Grantor must prepare and submit an invoice to receive payment.**



Occupancy Agreement - Termination

File: 00146-45/ _____

Date: _____, 20____

Grantor(s):

Name of all Grantors - if company, legal company name

Mailing address

Postal Code

Dear Occupant:

This is a follow-up to our Occupancy Agreement dated _____

Legal Description of Property: _____

Inspection Date: _____ Inspection Time: _____

Photos Taken: _____

An inspection of your property mentioned above, by a Crown representative _____ and yourself, has led to this agreement to conduct the following work to repair the damage arising from authorized property rental.

- _____
- _____
- _____



Occupancy Agreement - Termination

-
- _____
 - _____
 - _____
 - _____

A follow-up inspection will be conducted to discuss the remedial work required as a result of the action arising from our property rental.



Occupancy Agreement – Rehabilitation FOLLOW-UP

File: 00146-45/_____

To be attached to the _____ occupancy agreement.

Date: _____, 20_____ Time: _____ Photos Taken: _____

Legal Description of Property: _____

Grantor: _____

Occupant: _____

Mailing Address: _____

The Crown has completed the follow up inspection regarding the remedial work of the above named site(s) from wildfire # _____. Please review the attached documents and advise us if the remedial work has been completed to your satisfaction.

Sincerely: _____ Received by: _____

Signature: _____ Signature: _____

Attachments: Rehabilitation Agreement on Private Lands or Privately Controlled Lands



File: 00146-45/ _____

Between: _____

(the "Grantor")

And: **HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA , AS REPRESENTED BY THE MINISTER OF FORESTS, LANDS AND NATURAL RESOURCE OPERATIONS,**

c/o

(the "Crown")

Whereas,

The Grantor is the owner, or is legally entitled to act on behalf of the owner of the Land and/or Premises described as:

Hereinafter called the "Land"

Which certain improvements have been constructed

Hereinafter called the "Premises"

The Crown wishes to enter onto the Land and/or Premises, for the purpose of

_____ the location which is indicated on the sketch, which forms part of this agreement.

And the Grantor has agreed to permit the Crown to enter onto and occupy the Land and/or Premises for such purposes for a period commencing _____ and terminating _____, unless sooner terminated or extended in accordance with this agreement.

In consideration of this agreement, the Grantor shall permit the Crown to enter onto and occupy the Land and/or Premises for the term and purposes described above subject to the terms and conditions hereinafter contained.

1. The Crown covenants with the Grantor:
 - (a) to observe, abide by and comply with all laws, orders, directions, ordinances and regulations of any competent governmental authority in any way affecting the Land and/or Premises or its use and occupation, PROVIDED that the Crown shall have the right to contest the validity or applicability of such laws, orders, directions, ordinances or regulations;
 - (b) to maintain and keep the Land and/or Premises in a safe, clean and sanitary condition;
 - (c) not to commit or suffer any willful or voluntary waste, spoil or destruction, on the Land and/or Premises, or do or suffer to be done thereon anything that may be or become a nuisance at law, it being understood that the Land and/or Premises may be used for the support of emergency fire fighting operations at any time of the day or night;
 - (d) on the expiration or termination of the term, to peaceably quit, surrender, yield-up and deliver the Premises to the Grantor in the same condition as it was at the date of the commencement of this Agreement (**see attached schedule A**) (reasonable wear and tear and damage by fire, lightning, tempest or other act of god, explosion, war, insurrection or riot excepted), and to the extent necessary this clause shall survive the expiry or termination of this agreement;
 - (e) to permit the Grantor, its servants and agents, at all reasonable times to enter upon and inspect the Land and/or Premises;
 - (f) to access the Land and/or Premises as instructed by the Grantor;
 - (g) indemnify and save harmless the Grantor from and against any and all losses, claims, damages, actions, causes of actions, costs and expenses that the Grantor may sustain, incur, suffer or be put to arising out of the use of the Land and/or Premises by the Crown, its employees, agents, invitees, licensees, permittees or contractor, excepting always liability arising out of the acts or omissions of the Grantor, its employees agents, invitees, licensees, permittees or contractors; and
 - (h) The Land and/or Premises are leased on an as is basis and the Crown will take whatever action is required to ensure the Land and/or Premises are safe and suitable for its needs. Any improvements made by the Crown shall be completed (with the Grantors permission) in accordance with the applicable building codes. Following the completion of the term the Crown shall remove its improvements and shall return the Premises to the condition it was in prior to the beginning of the term as nearly as possible, save and except any permanent improvements the Crown may have made which may be left with the consent of the Grantor.



2. The Grantor agrees to renew this agreement on the same terms and conditions upon written request of the Crown.
3. This Agreement shall be interpreted according to the laws of the Province of British Columbia.



BC Wildfire Service

Ministry of Forests, Lands and Natural Resource Operations and Rural Development

Occupancy Agreement - Rehabilitation

File: 00146-45/_____

Date: _____, 20____

Grantor(s):

Name of all Grantors - if company, legal company name

Mailing address

Postal Code

Dear Occupant:

This is a follow-up to our Occupancy Agreement dated _____

Legal Description of Property: _____

Inspection Date: _____ Inspection Time: _____

Photos Taken: _____

An inspection of your property mentioned above, by a Crown representative _____ and yourself, has led to this agreement to conduct the following work to repair the damage arising from authorized property rental.

- _____
- _____
- _____



BC Wildfire
Service

Ministry of Forests, Lands
and Natural Resource Operations and
Rural Development

Occupancy Agreement - Rehabilitation

- _____
- _____
- _____
- _____

A follow-up inspection will be conducted to discuss the remedial work required as a result of the action arising from our property rental.