

# Gabriola Fire Improvement District (GFPID) Land Use Policy

Date Approved: September 06, 2023

Policy #23-06

This policy replaces "POLICY FOR USE OF GFPID LAND OR FACILITIES, APRIL 2010."

**Purpose and Scope:** This policy outlines the guidelines and requirements for outside entities seeking to lease land owned by the GFPID. The primary goal of this policy is to ensure that any leasing activities adhere to the GFPID's mission and objects as laid out in Section 3 of the Letters Patent, and do not hinder or compromise the Fire Department's operations.

**Application Process:** Interested parties must submit a formal application to the GFPID's administrative office. The application must include detailed information about the intended use, the duration of the lease, and any potential impact on GFPID operations and resources.

## 1. Approval Criteria:

- **Compatibility with Mission:** The proposed use should be complementary to the GFPID's mission and objects as per Section 3 of the Letters Patent and not interfere with operational capabilities or the safety of personnel and stakeholders.
- **Financial Viability:** The leasing entity should provide evidence of financial stability and capability to fulfill the lease agreement's financial obligations.
- **Insurance and Liability:** The leasing entity must provide adequate liability insurance coverage to protect the GFPID from any potential claims arising from the leasing activity.

## 2. Lease Terms and Conditions:

- **The lease duration** shall be clearly defined and agreed upon by both parties, ensuring that the GFPID can regain control of the land when desired.
- **Rent and Payments:** The leasing entity will pay a mutually agreed-upon rent for the use of the land, which shall be paid to the GFPID.
- **Maintenance and Restoration:** The leasing entity will be responsible for maintaining the leased area in a safe and clean condition throughout the lease period.
- **Any proposed physical modifications or alterations** to the leased land, including but not limited to structures, buildings, or landscaping, must be submitted in writing to the Chief and the GFPID Board for approval before any such modifications are carried out.

## 3. Emergency Access and Response:

- **Emergency Access:** The leasing entity must provide unimpeded access to the leased area for GFPID personnel and equipment in case of emergencies.

**4. Termination and Renewal:**

- **Termination:** The GFPID reserves the right to terminate the lease agreement with the leasing entity in case of non-compliance with the terms and conditions of the lease or if the leased land is required for emergency response or operational purposes.
- **Renewal:** Lease agreements may be renewed upon mutual agreement between the GFPID and the leasing entity, provided that all terms and conditions are met satisfactorily.

**5. Right to Access:**

The GFPID retains the right to access the leased land for official purposes, including inspections, maintenance, and any other necessary activities related to its operations.

**6. Public Notification:**

The GFPID will ensure that the public is informed about any significant leasing activities concerning its land, providing transparency and opportunities for community input when necessary.

**7. Liability and Indemnification:**

- **Liability Responsibility:** The leasing entity shall assume all liability for any injury to persons, damage to property, or other incidents arising from their use of the leased land.
- **Indemnification:** The leasing entity agrees to indemnify, defend, and hold the GFPID, its officers, employees, and agents harmless from any and all claims, demands, suits, or actions arising from the leasing entity's use of the leased land.
- **Insurance Coverage:** The leasing entity must maintain comprehensive general liability insurance with limits adequate to cover any potential liability arising from the leasing activity. The GFPID must be named as an additional insured on the insurance policy.
- The leasing entity shall provide the GFPID with a current and valid insurance certificate evidencing the required coverage and naming the GFPID as an additional insured. The certificate shall be submitted to the GFPID prior to the commencement of the lease and must be renewed and kept current throughout the lease term.
- **Waiver and Release:** As a condition of entering into the lease agreement, the leasing entity, to the fullest extent permitted by law, shall waive all claims against the GFPID for injury, damage, or loss arising out of the leasing entity's use of the leased land.

I Hereby Certify that the foregoing is a true copy of Policy No. 23-06 as amended by the District and sealed with the district seal on January 10, 2023.



Paul Giffin, Chair

**HISTORY:**

Approved	September 06, 2023
Amended	December 07, 2023