

WESTVIEW VILLAGE
1999 Highway 97 South, Kelowna, B.C. V1Z 1B2

APPLICATION FORM FOR TENANCY OF A MANUFACTURED HOME PAD

Pad # _____ 1999 Highway 97 South, Kelowna, B.C. V1Z 1B2

Name of Applicant: _____ Date of Birth: _____
Home Telephone #: _____ Work #: _____ E-mail: _____
Applicant's Current Address _____ City _____ Postal Code _____ How Long _____
Applicant's Previous Address _____ City _____ Postal Code _____ How Long _____
Landlord's Reference Name and Phone Number _____
Applicant's S I N # _____
Employer _____ Employer Phone Number _____ Occupation _____ How Long _____
Previous Employer _____ Employer Phone Number _____ Occupation _____ How Long _____
Bank _____ Phone # _____

Name of Co-Applicant: _____ Date of Birth _____
Current Address _____ City _____ Postal Code _____ How Long _____
Phone # _____
Landlord's/Mortgage Holder Name/Branch & Phone _____
Co-Applicant's Previous Address _____ City _____ Postal Code _____ How Long _____
Co-Applicant's S I N # _____
Employer _____ Occupation _____ How Long _____
Previous Employment _____ Occupation _____ How Long _____
Phone # _____

Names of Other Occupant's

1)	_____	Age _____
2)	_____	Age _____
3)	_____	Age _____

References:

Name _____	Phone Number: _____	Relationship: _____
Name _____	Phone Number: _____	Relationship: _____

Pet application required _____ (Y/N) Fence application required _____ (Y/N)

Real Estate Agent & Vendor's Name _____ Phone # _____ Fax # _____
Lawyer / Notary Name _____ Phone # _____ Fax # _____
Purchase Price of Home _____ Cash amount _____
Loan Amount _____ Monthly Payments _____ Financed by _____
Purchase Date _____ Possession Date _____

PLEASE NOTE: A copy of the Purchase and Sale agreement must be attached to this Tenancy application

The applicant hereby acknowledges that he / she has read and received a copy of the Park Rules and Regulations and Tenancy Agreement and will abide by them.

The applicant(s) hereby applies for park approval and authorizes the management to perform a credit check on the undersigned to obtain any necessary information it deems appropriate. This consent is given pursuant to section 107 of the *Business Practices and Consumer Protection Act* [SBC 2004], chapter 2.

Applicant's Signature

Co-Applicant's Signature

Date

Park Manager's Signature

Pre-Authorized Debit Agreement "PAD"

WESTVIEW VILLAGE

1999 Highway 97 South, West Kelowna, B.C. V1Z 1B2

Email: office@westviewvillagekelowna.com

Phone: 250-769-4062

Manufactured Home Park Information

Westview Village Mobile Home Park

Pad # _____

1999 Highway 97 South, Kelowna, B.C.
V1Z 1B2

Please note that this form must be received by Ross Management Ltd., at least one full month prior to the month the PAD is to commence. (i.e. To be on the PAD plan for the month of August the form must be received by June 30th.)

Tenant Information

Tenant(s) First & Last Name: _____

Tenant(s) First & Last Name: _____

Current Address: _____

City: _____ Province: _____ Postal Code: _____

Bank and Account Information

Financial Institution Name: _____

Financial Institution Address: _____

City: _____ Province: _____ Postal Code: _____

Institution: _____ Branch I.D.: _____

Account No.: _____

***Please attach a cheque marked void to the PAD application or have your bank fill out the bank and account info section. If a void cheque is attached the account info section does not need to be completed.**

Monthly Payment Details

Start Date (YY/MM/DD): 20__ / __ / 01

Pad Rent: \$ 590

Total: \$ 590

I/We hereby authorize Ross Management Ltd. on behalf of our Landlord to debit my/our account on a monthly basis effective from the date noted above, for the total monthly fees noted and due by the undersigned to the Landlord. I/We agree to pay any allowable annual rent increase that I/We received a proper Notice of Rent Increase for in accordance with the *Westbank First Nation Residential Premises Law No. 2008-03* ("RPL").

Date: _____ Signature: _____ Signature: _____

Please note that if the payors account is a joint account all account holders must sign the form.

The Payee Agrees to the following

- A. I/We hereby authorize Ross Management Ltd., on behalf of our Landlord to debit my/our account on a monthly basis effective from the date noted above, for the total monthly fees noted and due by the above signed to the Landlord. I/We agree to pay any increase in monthly rent in accordance with the *Westbank First Nation Residential Premises Law No. 2008-03 ("RPL")* with regard to an allowable annual rent increase.
- B. I/We guarantee that all persons whose signatures are required to sign on this account have signed the agreement.
- C. I/We waive any and all requirements for pre-notification of debiting, including, without limitation, pre-notification of any change in the amount of the PAD due to a change in any applicable rate, top-up, or adjustment, except for the Landlord's obligation to issue a Notice of Rent Increase in accordance with the RPL.
- D. I/We acknowledge that provisions and delivery of this authorization to Ross Management Ltd. constitutes delivery by me /us to the aforementioned financial institution.
- E. I/We undertake to inform Ross Management Ltd. in writing, of any changes in the account information provided in this authorization thirty (30) days prior to the next due date of the debit.
- F. I/We acknowledge that Ross Management Ltd. has the right to charge me/us a fee in the event that the debit is not cleared from my/our financial institution.
- G. I/We acknowledge that that this authorization may be revoked at any time upon delivery of written notice to Ross Management Ltd. This notification must be received at least thirty (30) business days before the next debit is scheduled. I/We acknowledge that I/We may obtain a sample cancellation form, or further information on my/our right to cancel a PAD Agreement, at my/our financial institution or by visiting www.cdnpay.ca.
- H. I/We acknowledge that I/We have certain recourse rights if any debit does not comply with this agreement. For example, I/we have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on my/our recourse rights, I/we may contact my/our financial institution or visit www.cdnpay.ca.
- I. I/We acknowledge that revocation of this Authorization does not terminate any contract for goods or services that exists between me/us and Ross Management Ltd. This Authorization applies only to the method of payment and does not otherwise have any bearing on the contract for goods or services exchanged.
- J. I/We acknowledge that I/we understand that I/we are participating in a PAD plan established by Ross Management Ltd. and I/we accept participation in the PAD plan upon the terms and conditions set out herein.
- K. I/We acknowledge that Ross Management Ltd. will be using a payment service provider, the Bank of Montreal (BMO) to administer the PAD.

Date: _____ Signature: _____ Signature: _____

RULES AND REGULATIONS

Westview Village Mobile Home Park

(REVISED July 20/2022)

Our Park Rules and Regulations are designed to contribute to everyone's safety, property protection and privacy, and to ensure that your tenancy is pleasant and enjoyable.

All tenants and occupants of the Park are subject to all the terms and conditions of the Park Rules and Regulations set forth herein.

The Landlord reserves the right to impose any other rules and regulations it deems advisable or necessary.

These Park Rules and Regulations are subject to revision and change by the Landlord with two weeks written notice to the Tenant.

These Park Rules and Regulations will be strictly enforced.

Failure of the manufactured home owner, occupant or guest to comply with the following rules and regulations will, after due warning, result in a written notice to end tenancy.

1. General

- i. All new mobile home owners must read and sign a copy of the Rules and Regulations before taking up residence or placing a mobile home on any of the said lots with the Park and must allow 7 to 10 WORKING DAYS for approval of application. The Manager shall supervise the placement of the unit on the designated lot.
- ii. The Park is designed with "Adult Only" and "Family" sections. The adult section is from lots 1 to 122 inclusive, 177 to 247 inclusive and 276 to 286 inclusive. Any transfer of the said lots to a "non-adult" family will not be permitted. An "adult" is defined as 18 years or older.
- iii. Families with children shall be permitted on lots 123 to 176 and 248 to 275 inclusive, and no others.
- iv. The age and condition of manufactured homes moved into the park will be approved by management prior to moving onto a pad.
- v. Tenants must provide the Landlord with an updated phone numbers and emergency contact numbers.

Tenant's phone number

Emergency contact name and phone number

2. Payment of Rent

- i. Rent is payable in advance on or before the first day of each month. Any rent not received by the 1st of the month will be charged a \$25.00 late fee if not paid by the 5th of the month Management will then file for a 10 Day End of Tenancy.
- ii. **Cheques/PAD returned by the bank will be charged a \$50.00 NSF**
- iii. **Chequing/PAD privileges will be withdrawn for any tenant writing more than one NSF cheque/PAD and thereafter rent must be paid by money order, certified cheque or cash for a minimum period of six months, to be subsequently reviewed at the option of Management.**
- iv. **Westview Village preferred method of Payment is Pre-Authorized Debit using the Landlord's PAD Agreement form. Secondary payment would be Post Dated Cheque.**
- v. **Ross Management Ltd and Westbank First Nations have a Water & Wastewater Agreement Amendment effective January 1, 2005. As outlined in the amendment commencing January 1, 2005 all tenants will pay their water directly to Westbank First Nations on a quarterly basis. Failure to pay Westbank First Nations and Ross Management Ltd being notified of the default, WFN may, at the request of Ross Management Ltd, disconnect water service provided the tenant receives 5 days written notice of the intent. There will be \$100.00 disconnection/reconnection fee in accordance with the WFN Water Bylaw.**

3. Tax Escalation Clause

The Tenant acknowledges that a portion of the payments to the Landlord herein is to reimburse the Landlord for taxes. Taxes include all taxes, rates, charges, assessments, tolls and levies of whatsoever nature by any authority and without limitation of the generality of the foregoing, include any assessment for school, municipal or general purposes, local improvements, capital infrastructure, business or machine taxes, garbage collection charges, fire protection charges, utilities, water and sewer taxes and tolls, including any surcharge, deposits, fees or costs incurred to connect to local government services, including Westbank First Nation sanitary sewer system and Westbank First Nation water system ("Taxes"). The Tenant shall also reimburse the Landlord for any escalation in property taxes. The tenant acknowledges that the maintenance or tax escalation clause in paragraph 2.05 sections a & b of the Head Lease, dated July 1, 1985, provides for the Landlord to claim the increases in rent as a deduction for Gross receipts where there has been an increase in Taxes or maintenance expenses as defined in the head lease.

4. Utilities

- i. Tenants are responsible for all utility connections including the water and sewer connections from the service module to their own manufactured home. They are to be kept in good repair (no leaks) and from freezing by use of a heat tape on all water lines under the Tenant's manufactured home.
- ii. The Tenant agrees to pay any and all sewer or other utility user fees levied on the tenants of the Park by the Westbank First Nation (whether directly from WFN or through the Landlord).
- iii. The Landlord and/or his Agent will not be responsible for damage to your electric hot water heater should there be an interruption in the water supply. Set up should include an ANTI-SIPHON VALVE in the water line at the hot water heater. We recommend that you install a pressure reducing valve as well.
- iv. Expenses incurred from repairs to sewer lines that are the result of misuse by the resident will be charged to the resident involved.
- v. Non-organic materials flushed into the sewer system, deemed toxic and/or illegal by the Regional District, Westbank First Nation or duly authorized authority and traced to your site and/or use of the sewer system, will render you subject to any and all civil and/or environmental fines, penalties or action.
- vi. Delinquent accounts will be charged the following \$100.00 Disconnect/Reconnect fee, \$100.00 Administration Fee plus if not easily accessible there will be an additional \$1000.00 Plus for equipment/Labor cost
- vii. All of the Electrical Buildings belong to Westview Village and are "Private Property". These are "High Voltage" units and if tampered with may cause severe injury and/or death. The rental of your assigned lot does not automatically entitle you to access to these units. This will be considered full notification that you will be trespassing and action taken.

5. Home and Site Management

- i. Tenants are required to maintain their manufactured home, additions and yards clean and free of debris and in a condition that is satisfactory to the Landlord or Landlord's Agent.
- ii. If the home owner does not keep their yards the Property Management/Westview Village has the right to perform such duties and the home owner will be charged a minimum of \$40.00/hour:
 - a) Lawn cutting
 - b) Weeding
 - c) Over all yard clean up
 - d) Garbage removal
- iii. Storage of junk or unlicensed vehicles is not permitted. WESTVIEW VILLAGE WILL NOT ACCEPT STORAGE INSURANCE
- iv. Property Lines vary from lot to lot. Please contact Property Management to discuss prior to the purchase or sale of the mobile home if it is unclear. Previous agreements made between neighboring lots (if in writing) will be "Grandfathered" in with the sale of home. Each lot is leased as is where is, and any changes are to be approved by Property Management and all requests must be in writing.
- v. All new/replacement fences are to be either chain link, or other approved material, with a height restriction of 4 ft. front and 6 ft. side and back.
- vi. Trees should not be planted in front of mobiles. Shrubs should be 3 ½ feet maximum height and 8 ft. from the road.
- vii. No signage of any type is permitted on any part of any fence or property of any manufactured home site or common areas. Signs related to dogs are not permitted (i.e.: **Beware of Dog, Guard Dog on Duty etc.**)
- viii. Tenants shall take necessary steps to repair damage caused to the manufactured home pad and/or Manufactured Home Park by willful or negligent act or omission, or that of a person permitted on the residential premises or residential property by him.
- ix. The Tenant is responsible for tree and shrub cutting and pruning. All material pruned, trimmed or falling can be placed at the end of each driveway. Rose bushes and other branches, pruning etc. to be cut into 3 ft. lengths and tied in bundles of not more than 12 inches round. Yard waste pick up is the last Monday of the month from April 1st to October 31st.
- x. Tenants are required to maintain their manufactured home, additions and yards clean and free of debris and in a condition that is satisfactory to the Landlord or Landlord's Agent. **(See ii.)**
- xi. Snow removal is on main roadways **ONLY**. The tenant is responsible for clearing his own parking areas and sidewalks. The Landlord and/or his Agent is not responsible for snow deposited in front of Tenant's site as a result of plowing or other snow clearing activity.

- xii. The Tenant shall, within four weeks of possession of his lot ensure the home is properly skirted and landscaped to Park standards. All homes are purchased as is, including all sheds, driveways, fences, etc. **Property lines will not be changed.**
- xiii. All units must install at least one smoke detector, in a recommended location.
- xiv. There shall be no outdoor clothes lines other than the fold away type on each tenant's manufactured home pad.
- xv. Home Owners who will be away from their home for more than two (2) weeks shall make arrangements for another person to watch over their mobile home and preform any of the necessary Maintenance (e.g. Lawn mowing/weeding, snow removal) while the home owner is away. The Park Owner or Agent reserves the right to have such maintenance done and billed to the home owner for such work. **(See ii.)**

6. Garbage

- i. Garbage collection is every THURSDAY mornings commencing at 9:00 a.m. During summer months 8:00 am **DO NOT PLACE PUT THE NIGHT BEFORE!!**
- ii. Garbage should be placed in tied plastic bags (a maximum of 2 bags only per pad with a maximum weight of 40 pounds each). Only perishable household garbage is collected.
- iii. **Please note the following items that are acceptable and will be collected:**
 - a. Regular garbage;
 - b. Kitchen waste;
 - c. Containers with food or residue;
 - d. Diapers;
 - e. Broken dishes, mirror, ceramics,
 - f. Soiled or waxed cardboard (food or oil soaked);
 - g. Non-stretchy plastics, cling wrap, zipper bags, chip bags;
 - h. Animal waste, loose grit/sawdust (must be bagged);
 - i. Styrofoam peanuts, chips.
- iv. **Please note the following items that are not acceptable and will not be collected:**
 - a. Liquids;
 - b. Hot ashes;
 - c. Wood, drywall, metal, concrete, bricks or renovation waste;
 - d. Hazardous materials (motor oil, paint, chemicals, pesticides);
 - e. Batteries, electronics, small appliances, power tools;
 - f. Beverage containers;
 - g. Light bulbs, tubes or light fixtures;
 - h. Recyclables including cardboard, paper, plastic containers, tin cans;
 - i. Yard/garden waste;
 - j. Styrofoam packaging (i.e. found around electronics, meat trays, etc.)

7. Site Improvement(s)

- i. Construction of fences, additions, outbuildings, porches or any improvement on the pad require a building plan reflecting a top view, side elevation, materials list and a start and completion date, to be approved in writing by the Landlord and/or his Agent, prior to commencing any construction. All plans must meet WFN and National building code standards. After the Landlord and/or his Agent's approval, a building permit must be purchased from the Westbank First Nation's office and a copy delivered to the Landlord and/or his Agent. You may then proceed to build the improvement.
- ii. Any improvement built without approval may result in having the subject improvement modified or removed at the Tenant's expense.
- iii. **Homeowners are responsible for their "Retaining Walls" unless otherwise stated.**

8. Vehicles and Parking

- i. The maximum number of passenger vehicles per pad is limited to 2 (two) vehicles. Unless otherwise agreed with written approval
- j. All vehicles parked on Westview Village Mobile Home Park property and/or premises, must be in working order and must have road insurance. **(Storage Insurance in not accepted)** Storage of wrecked, damaged or unlicensed vehicles is not permitted. Vehicles must be insurable, drivable and they must not interfere with the parking of your other vehicles (i.e.: resulting in having to park on the road or lawn).
- k. Vehicles and trailers parked on common areas will be towed at the owner's expense.
- l. All recreational/utility vehicles, such as Motor Homes, Travel Trailer, Tent Trailer, snow mobiles and cross country motorcycles and their associated trailers are not to be parked at or on any property at Westview Village Mobile Home Park, without written approval from the Landlord (This is **not** a guaranteed approval) and/or his Agent.
- m. Work vehicles including those over but not limited to a one tone rating, are not permitted on any property at Westview Village Mobile Home Park.
- n. We enforce a speed limit of 15 kph throughout the mobile home park for the safety and benefit of residents.
- o. Noisy mufflers or unmuffled vehicles will not be permitted.
- p. All vehicle stereos/boom boxes must be turned down to a low level on entering the mobile home park.
- q. Motor cross and other noisy motorcycles are not permitted to be driven.
- r. Only minor repairs to vehicles will be permitted. The vehicle must not be left up on jacks/ramps overnight. Repairs must be completed in a 48 hour time frame.
- s. Overnight parking is not permitted on the road.

Make _____ License Plate # _____

Make _____ License Plate # _____

9. Pets

- i. All pets must be approved and must either be spayed or neutered With proof of certificate or a Veterinarians health check up
- ii. No more than two (2) small/Med dogs or (1 Large) Dog, (1) dog and one (1) cat or (2) Cats are allowed per manufactured home. (Discretion of Management)
- iii. Cats are to be INDOORS only and if outside then they MUST be leashed.
- iv. Pets are restricted to the tenant's manufactured home site or yard. Any pet (Dog or Cat) left to roam will be subject to Animal Control.
- v. Dogs must be approved by the Landlord and/or his Agent and must be kept within the provisions set out by the Westbank First Nation's Dog By-Laws and these Park rules.
- vi. Dog licenses are required and may be purchased through the Westbank First Nation's office.
- vii. Dogs and cats must be on a leash at all times when they are off the manufactured home site.
- viii. It is the responsibility of the Tenant pet owner to clean up after his pet and to keep the pet off the sites of other tenants. Pet owners are responsible for any and all damage done by their pets, either to their manufactured home site, the Park's property or the property of other tenants or their guests.
- ix. You must control your barking dogs at all times.
- x. Vicious, or dog species known to be vicious, will not be considered for approval as per our pet Application.
- xi. Pets that are noisy, unruly, who cause an unreasonable disturbance or complaints from other tenants will receive a warning letter and if disturbances continue, the Tenant pet owner will receive written notice from the Manager to remove the pet.
- xii. The Tenant agrees not to encourage or feed wild animals in or near the Park.
- xiii. You MUST NOT place any food or water outdoors to feed wild or stray animals

10. Guests and Parties

- i. No loud music or other noise permitted after 10:00 p.m., including barking dog(s).
- ii. The Park maintains quiet hours from 10:00 p.m. until 7:00 a.m. All noise, in particular noise from entertainment equipment or machinery, must be curtailed during those hours so as not to disturb neighbors. Excessive noise that interferes with the use and enjoyment of other tenants is prohibited at all times.
- iii. The Tenant takes responsibility for their behavior and actions as well as the guest's behavior and actions within their residential premises and the residential property in this park.
- iv. Tenant's or their guests found to be conducting illegal activities within their residential premises and the residential property of the Park will cause immediate termination of their tenancy agreement.
- v. Parents/Guardians will be held responsible for their children's actions.
- vi. Abusive or offensive language is prohibited in the Park.
- vii. No person is allowed to trespass on another tenant's site without that tenant's permission, except in an emergency. Homeowner MUST have 3ft access to the rear backside of their home.
- viii. Visitors are welcome, but the Park is not equipped to handle visitor's tents, holiday trailers campers, etc. Please advise your visitors of this so they can make other arrangements or reservations where they cater to the travelling public.
- ix. Guests of the Tenant may stay up to a maximum of 7 days with the Tenant. Any guest who stays for a period longer than 7 days is to register with Management, Boarders/AIR BNB are prohibited. And will be ground for EARLY END OF TENANCY This is a breach of the Rules and Regulations

11. Resale of Manufactured Homes

- i. The sale of a Tenant's mobile home involving a change of occupancy of the mobile home will result in a new Tenancy Agreement being entered into with substantially the same terms as the existing Tenancy agreement.
- ii. Any prospective owner/occupier must have the Landlord and/or his Agent's approval of the new owner/occupier as a tenant prior to purchase completion. Such approval is not to be unreasonably withheld.
- iii. In the event the Landlord and/or his Agent's approval is not obtained by the new buyer, the mobile would be removed at the new owner's expense.
- iv. The sale of the home is dependent upon Landlords approval of the new home owner and the condition of the lot. It is the sole responsibility of the owner(s) to abide by the "Rules and Regulations" and maintain the property.
- v. In the case of the death of the registered Homeowner the (Family Member) **MUST** also go through the **APPROVAL PROCESS**

12. Renting, Subletting or Assignment

The Tenant may not rent, sublease or assign their mobile home. **This will be grounds for EARLY END OF TENANCY**

13. Moving a Manufactured Home Out of the Park

- i. 30 days' notice in writing must be received by the Landlord and/or his Agent prior to moving a manufactured home or ending a tenancy. Additional rent would be payable in lieu of proper notice.
- ii. All rent due or other rent due by alternate arrangements, shall be satisfied before the mobile home may be moved.
- iii. All planted shrubs and trees must not be removed as they become part of the lot.
- iv. The lot must be left tidy, without debris.

14. Occupants

- i. The persons permanently occupying the premises, excluding minors, shall be:
-
-

15. Manufactured Home Information

Year	Size	Make	Model
MHR #	CSA #	Serial #	

16. Liability

- v. The Tenant will be held liable for any repairs or work performed on any property of Westview Village Mobile Home Park which is unauthorized or undertaken without written approval from management.
- vi. The Tenant acknowledges that the use of common areas by himself and his guests are entirely at their own risk.
- vii. The Landlord is not responsible or liable for damage, injury, or loss by accident, theft or fire to either the property or person of residents or their guests. This will be considered full notification that the Tenant will be held liable for any and all damage caused by him/herself, guests or others, and that the Tenant assumes all such responsibility.

17. Miscellaneous

- i. The Tenant acknowledges that he has no ownership interest in the lot and shall not encumber it in any way.
- ii. Manufactured homes with oil heat **MUST** convert over to gas before a sale will be approved.
- iii. Manufactured homes must always carry **Homeowner Insurance** (wood burning stoves, fireplaces must be indicated, if applicable).
- iv. No commercial business signs may be erected in the Park
- v. No high traffic business such as (Hair Salon, Nail Salon etc.) are to be carried out from within the Park.
- vi. **Outdoor wood burning fires and fire pits are not permitted.**
- vii. If any provisions of these Park Rules and Regulations is held invalid, illegal or unenforceable by a court or any other tribunal of competent jurisdiction, that provision shall be deemed to be severed and have no further force and effect. All other provisions of these Park Rules shall remain in full force and effect.

18. Violations of Park Rules

Any breach of these Park Rules and Regulations by the Tenant will be considered a breach of a material term of the Tenancy Agreement, and may result in a Notice to End Tenancy or other penalty as provided by the *Westbank First Nation Residential Premises Law No. 2008-03*.

If a Tenant has a complaint, it must be delivered to the Manager in writing.

I have read the above Rules and Regulations and agree to abide by same.

Pad #

Signature

Print Name

Signature

Print Name

MANUFACTURED HOME PARK TENANCY AGREEMENT
Westview Village Mobile Home Park

The words “**tenant**” and “**landlord**” in this tenancy agreement have the same meaning as in the *Westbank First Nation Residential Premises Law No. 2008-03* (“RPL”), and the singular of these words includes the plural. In this tenancy agreement, the words “**manufactured home**”, “**manufactured home pad**” and “**manufactured home park**” have the same meaning as in the RPL.

MANUFACTURED HOME PARK TENANCY AGREEMENT between:

Landlord/Landlord’s Agent:

Ross Management Ltd.

1999 Highway 97 South, Kelowna BC V1Z 1B2

Phone no: 250-769-4062 / Fax no: 250-769-4080

and the

Tenant(s):

Correct legal names of all ADULT persons (age 18 or older) other than the tenant(s) to occupy the premises:

Correct legal names of all MINOR persons (under 18 including infants) to occupy the premises:

ADDRESS OF MANUFACTURED HOME PAD (PAD #) BEING RENTED TO TENANT(S):

1) APPLICATION OF THE WESTBANK FIRST NATION RPL

Despite any other Westbank First Nation (WFN) law or an agreement or waiver to the contrary, the RPL applies to tenancy agreements, residential premises and residential property on Westbank Lands.

2) APPLICATION OF THE *MANUFACTURED HOME PARK TENANCY ACT*

Westbank Lands are Reserve Lands and are identical to *Indian Act* reserve lands in relation to the limited application of provincial laws. The Westbank First Nation Self- Government Agreement delegates law-making authority over “landlord and tenant matters with respect to Westbank Lands and premises on Westbank Land”.

The RPL applies to all residential tenancies on Westbank lands therefore the *Manufactured Home Park Tenancy Act* are entirely inapplicable to Westbank lands.

The Residential Tenancy Branch does not have jurisdiction on Westbank lands.

3) LENGTH OF TENANCY

This tenancy starts _____ and continues on a month to month basis.
on: _____

4) RENT

The tenant will pay the rent of **\$590** each month to the landlord on the first day of the rental period which falls on the 1st day of each month subject to rent increases given in accordance with the Westbank First Nation (WFN) Residential Premises By-Law, as follows:

All amounts are in Canadian dollars. The tenant must pay the rent on time. If the rent is late, the landlord may issue a notice to end tenancy in the form provided by the RPL to the tenant, which may take effect not earlier than 10 days after the date the notice is given.

The tenant agrees to pay monthly rent to the landlord by completing a pre-authorized debit (“PAD”) agreement, attached to this agreement.

Tenant's Initials

Landlord's Initials

Utilities that are not included in the rent or are not paid to the landlord are the responsibility of the tenant who must apply for hook up and must maintain current payment of the utility account. The discontinuation of utility service resulting from the tenant’s cancellation or failure to maintain payment of his utility account is a breach of a material term of this tenancy agreement. The Landlord has the right to end the tenancy if the tenant fails to correct the breach within a reasonable time after receiving written notice to do so. Any utilities charges to be paid to the landlord that remain unpaid more than 30 days after the tenant receives a written demand for payment will be treated as unpaid rent and the landlord may issue a notice to end tenancy.

5) Ross Management Ltd and Westbank First Nations have a Water & Wastewater Agreement Amendment effective January 1, 2005. As outlined in the amendment commencing January 1, 2005 all tenants will pay their water directly to Westbank First Nations on a quarterly basis. Failure to pay Westbank First Nations and Ross Management Ltd being notified of the default, WFN may, at the request of Ross Management Ltd, disconnect water service provided the tenant receives 5 days written notice of the intent. There will be \$100.00 disconnection/reconnection fee in accordance with the WFN Water Bylaw.

6) PETS

The tenant shall be permitted to keep a pet at the manufactured home pad subject to the terms and Conditions as outlined in the Pet Agreement, attached hereto.

Tenant's Initials

Landlord's Initials

If the tenant is permitted to keep a cat at the Park, the cat must be kept indoors or if the cat goes outdoors, it must be on a leash at all times.

Any term in this tenancy agreement that prohibits or restricts the size of a pet or that governs the tenant’s obligations regarding the keeping of a pet on the manufactured home pad is subject to the rights and restrictions under the Guide Dog and Service Dog Act.

7) RENT INCREASE

- a) Once a year the landlord may increase the rent for the existing tenant. The landlord may only increase the rent 12 months after the date that the existing rent was established with the tenant or 12 months after the date of the last legal rent increase for the tenant, even if there is a new landlord or a new tenant. The new tenant must pay the legal rent increase at the time of move in. The landlord must use the approved Notice of Rent Increase form available from the RPL.
- b) The landlord must give the tenant notice as per RPL.
- c) The landlord may increase the rent only in the amount set out by the RPL regulation.
- d) The landlord may apply for an additional rent increase prescribed for under the RPL and Westbank First Nation Bylaws.

8) ASSIGN OR SUBLET

The tenant may not assign or sublet the manufactured home pad to another person.

Tenant's Initials

Landlord's Initials

9) REPAIRS

1. Landlord's obligations:
 - a) The landlord must provide and maintain the manufactured home park in a reasonable state of repair, and
 - b) The landlord must comply with WFN law.
2. Tenant's obligations:
 - a) The tenant must maintain reasonable health, cleanliness and sanitary standards throughout the manufactured home pad.
 - b) The tenant must repair damage to the manufactured home pad caused by the actions or neglect of the tenant or a person permitted on the manufactured home pad by the tenant.
3. The landlord is not required to maintain or repair improvements made to a manufactured home pad by a tenant occupying the pad, or the assignee of the tenant.
4. Emergency Repairs:
 - a) The landlord must post and maintain in a conspicuous place in the manufactured home park, or give to the tenant in writing, the name and telephone number of the designated contact person for emergency repairs.

10) ADDITIONAL OCCUPANTS AND INVITED GUESTS

Only those persons listed as tenants on page 1 of this agreement may occupy the manufactured home pad. A person not listed who, without the landlord's prior written consent, resides on the manufactured home pad in excess of fourteen (14) cumulative days in a calendar year is not a guest and will be considered to be occupying the manufactured home pad or manufactured home pad contrary to this tenancy agreement. If the tenant anticipates an additional occupant, the tenant must apply in writing for approval from the landlord for such person to become an authorized occupant. Failure to obtain the landlord's written approval is a breach of a material term of this tenancy agreement, giving the landlord the right to end the tenancy on proper notice.

11) USE OF MANUFACTURED HOME PAD

1. The tenant and the tenant's occupants and guests **must**:
 - use the manufactured home pad for private residential purposes only and not for any illegal, unlawful, commercial, political, or business purposes;
 - ensure that the manufactured home pad is appropriately ventilated, that exhaust fans are regularly used, and follow reasonable housekeeping practices, to minimize the presence or accumulation of moisture, thus preventing the occurrence of mold or mildew.
2. The tenant and the tenant's occupants and guests **must NOT**:
 - hold or host public meetings or assemblies in the manufactured home pad;
 - place any business or commercial advertising on or at the manufactured home pad or the manufactured home pad;
 - make or cause to be made any structural alteration to the manufactured home pad or the manufactured home pad;
 - In accordance with section 2B.2 of the Westbank First Nation Safe Premises Law No. 2010-03, no tenant or guest shall possess, produce or license for personal, medical or non-personal use Marihuana
 - possess or grow cannabis plants within the manufactured home or on the manufactured home pad; and
 - use or advertise the manufactured home pad or any part of the manufactured home pad for short-term accommodations purposes, such as a bed-and-breakfast, lodging house, hotel, motel, home exchange, guest home, time share or vacation rental.

12) CONDUCT

The tenant and the tenant's occupants and guests shall not do or permit to be done at the manufactured home pad any act, activity, matter or thing which is objectionable to the landlord or that may cause an annoyance, nuisance, grievance or disturbance to the landlord or the occupiers of neighbouring lands and premises, or which may cause damage to the manufactured home pad or manufactured home park or neighbouring lands and property. In addition, noise or behavior, which in the reasonable opinion of the landlord may disturb the comfort of any occupant of the manufactured home park or other person, must not be made by the tenant or the tenant's guests, nor must any noise be repeated or persisted after a request to discontinue such noise or behavior has been made by the landlord. The tenant or the tenant's guests must not cause or allow loud conversation or noise to disturb the quiet enjoyment of another occupant of the manufactured home park or other person at any time, and in particular between the hours of 10:00 p.m. and 8:00 a.m. The landlord may end the tenancy pursuant to this tenancy agreement.

Tenant's
Initials

Landlord's
Initials

13) LANDLORD'S ENTRY INTO MANUFACTURED HOME PAD

The landlord may enter the manufactured home pad only if one of the following applies:-

- a) An emergency exists;
- b) the tenant consents at the time of entry;
- c) the tenant gives consent, not more than one month before the time of entry to enter for a specific purpose;
- d) the landlord has reasonable grounds to believe that a tenant has abandoned the residential premises;
- e) the landlord has given written notice of entry for a reasonable purpose not more than 72 hours and not less than 24 hours before the time of entry; or
- f) the landlord has an order of an arbitrator saying the landlord may enter the residential premises at a specified time for a specified purpose.

14) ENDING THE TENANCY

1. The tenant may end a monthly, tenancy by giving the landlord at least one month's written notice. A notice given the day before the rent is due in a given month ends the tenancy at the end of the following month. *[For example, if the tenant wants to move at the end of May, the tenant must ensure the landlord receives written notice on or before April 30th].*

The notice must be in writing and must:

- i) include the address of the manufactured home pad;
 - ii) include the date the tenancy is to end;
 - iii) be signed and dated by the tenant; and
 - iv) include the specific reasons for ending the tenancy.
2. The landlord may end the tenancy only for the reasons and only in the manner set out in the, Westbank First Nations Residential Premises Law and Westview Village MHP Rules and Regulations.
 3. The landlord and tenant may mutually agree in writing to end this tenancy agreement at any time.
 4. The tenant must vacate the manufactured home pad by 1 p.m. on the day the tenancy ends, unless the landlord and tenant otherwise agree.

15) LANDLORD TO GIVE TENANCY AGREEMENT TO TENANT

The landlord must give the tenant a copy of this tenancy agreement promptly and in any event within 1 week of the tenant taking possession.

16) RESOLUTION OF DISPUTES

Either the tenant or the landlord has the right to apply for dispute resolution to resolve a dispute, as provided under the *Westbank First Nation Residential Premises Law*.

Any dispute, controversy or claims arising out of or relating to this contract or the breach or termination thereof shall be settled via the WFN Residential Premises Administration Process, or in its absence, by a single arbitrator under the Rules of the British Columbia Arbitration and Mediation Institute, and shall be held in British Columbia.

17) OVERHOLDING

If the tenant remains in possession of the premises after the last day of the term as set out in this tenancy agreement or after any other lawful end of the tenancy, the landlord may claim for damages against the tenant and the tenant shall be liable for damages suffered by the landlord. The landlord may apply for an Order of Possession or a similar order from a court or an arbitrator and when such an order has been obtained, eviction by the bailiff may follow. In addition, the tenant should remember that the landlord and the incoming tenant have a civil right of action against the tenant as a result of the tenant's failure to vacate the premises as lawfully required.

18) ARREARS

LATE PAYMENTS are subject to a charge \$25.00 per occurrence. IN ADDITION, each returned cheque, including (NSF) Not Sufficient Funds, is subject to a service charge of \$50.00. Payment of such charges will be payable by the tenant upon demand from the landlord.

Landlord's
Initials

Landlord's
Initials

19) MOVING

The tenant agrees that any movers engaged by the tenant are the tenant's agents and the tenant will be responsible for any damage caused by such movers to the landlord's property or services.

20) INSURANCE

The tenant will not do, or permit to be done, anything that may void the landlord's insurance covering the manufactured home pad, or that may cause the landlord's insurance premiums to be increased.

The tenant agrees to carry sufficient insurance during the term of the tenancy to cover his/her property against loss or damage from any cause and for third party liability and must provide proof of such insurance upon request by the landlord. The tenant agrees that the landlord will not be responsible for any loss or damage to the tenant's property. The tenant will be responsible for any claim, expense, or damage resulting from the tenant's failure to comply with any term of this tenancy agreement and this responsibility will survive the ending of this tenancy agreement.

The tenant has a current tenant's insurance policy does not

21) INDEMNITY

The tenant will indemnify the landlord and its agents from any loss, claim, action, damage, liability and expense incurred in connection with the loss of life, personal injury or damage to property or any other loss or injury whatsoever arising out of this tenancy agreement, or the occupancy or use by the tenant of the manufactured home pad or any part thereof, including but not limited to the furniture, equipment, facility or services provided by the landlord, or occasioned wholly or in part by any act or omission of the tenant or by anyone permitted to be in the manufactured home pad or the manufactured home park by the tenant, save and except where any injury, death, loss or damage as referred to in this section arises as a direct result of any act or omission of the landlord, its servants, agents or invitees.

Attached to this tenancy agreement, there are Addendums with additional terms:

- Park Rules and Regulations
- PAD Agreement
- Westbank First Nation Water Agreement Amendment
- Westbank First Nation Wastewater Collection Agreement
- Tenant Application
- Pet Application
- No Rentals No RV

Tenant's
Initials

Landlord's
Initials

By initialling the above noted box, the Tenant(s) agree that the listed Addendums form a part of this tenancy agreement. Further, the Tenant(s) acknowledges;

1. receiving a copy of the Addendums and hereby agree to abide by the additional terms, and any further amendments that may be agreed to by the Tenants, and/or Local Park Committee and Landlord, and added in the future.
2. The tenant is aware of WFN Residential Premises By-Law Section 4 (1) which state: "Despite any other WFN Law or an agreement or waiver to the contrary, this Law applies to tenancy agreements, residential premises and residential property on Westbank Lands".

If two or more persons constitute the tenant, the liability of each such person to pay rent and to perform all other obligations under this tenancy agreement will be deemed to be joint and several.

A breach of this tenancy agreement by the tenant may give the landlord the right to terminate the tenancy in accordance with the tenancy agreement and repossess the manufactured home pad.

Dated at Kelowna, B.C., this _____ day of _____, 20__.

Agreed and signed by:

TENANT (S)

Agreed and signed by:

LANDLORD/LANDLORD'S AGENT

General Information about Manufactured Home Park Tenancy Agreements

- Important Legal Document - This tenancy agreement is an important legal document. Keep it in a safe place.
- Additional Terms - Any additional terms cannot contradict or change any right or duty under the *Westbank First Nation Residential Premises Law* or this tenancy agreement.
- Change of Landlord - A new landlord has the same rights and duties as the previous one and must follow all the terms of this agreement unless the tenant and new landlord agree to other terms.

Pet Agreement

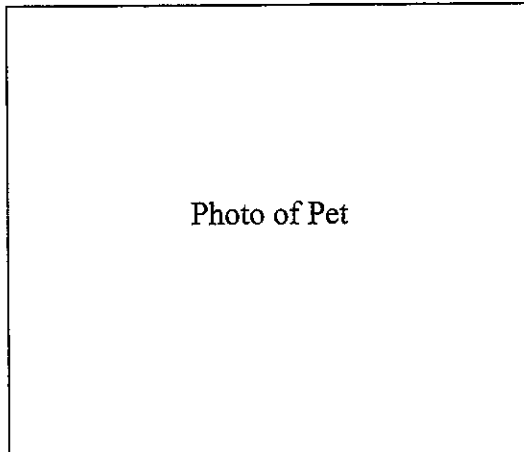
Mobile Home Site Number: _____

No pet may be brought into the Park or acquired after occupancy commences unless a Pet Agreement is completed and approved by the landlord in advance. This applies to any pet whatsoever (mammal, bird, reptile or arachnid), except fish and small caged indoor pets such as hamsters or canaries. However, despite the above, no pet or any other animal may be kept or used for breeding purposes without the express written approval of the landlord.

In addition, any breed of dog or any other kind of pet that because of its disposition and size elicits a response of fear or a sense of intimidation or presents a danger or would cause a nuisance for fellow tenants is not permitted to enter or remain in the Park at any time (for example, Pit Bull, Rottweiler or Doberman dogs).

It is hereby agreed between the landlord and the tenant that the tenant may have only the following described pet in the tenant's home or on the site, and subject to the terms and conditions within this Pet Agreement. Failure by the tenant to comply with any of these terms and conditions will be considered a breach of a material term of the Tenancy Agreement between the landlord and the tenant. This agreement forms part of that Tenancy Agreement.

This form must be filled out completely prior to approval



Describe Pet:

Breed: _____

Height: _____

Weight: _____

Color: _____

Age: _____

Pet's Name: _____

Is your pet an assist dog? Yes _____ No _____ (Seeing Eye, handicapped assist, etc.)

1. The pet must be licensed and be controlled as required by municipal law and in conformance to municipal standards and restrictions, including municipal bylaws regarding noise.
2. A copy of the certificate that this pet is neutered or spayed must be provided to the landlord within one week of request.
3. The pet must be kept on a leash whenever it is off the tenant's site.

Pet Agreement

4. The pet shall not be permitted on landscaping or lawns in the Park's common areas or the lots of other tenants. (In particular, every effort should be made to ensure that the pet does not urinate or defecate on other tenants' sites).
5. The tenant agrees that the pet's waste will be picked up immediately from any area outside the tenant's site, and at least daily from the tenant's site.
6. The tenant is responsible for any and all damages caused by the pet, whether the pet is in the tenant's custody at the time or not. At the landlord's option, such damage will either be repaired by the tenant to the landlord's satisfaction, or repaired by the landlord with the costs of repairs paid by the tenant. The landlord may, upon proper notice, inspect the tenant's site at any time for this purpose.
7. If the pet becomes a nuisance or annoyance in any manner including behavior, noise, smell or cleanliness, or if the pet is determined by the landlord to interfere with the rights or quiet enjoyment of other tenants, or if the tenant has breached this Agreement, the landlord may revoke this approval and require that the pet be removed from the Park upon reasonable notice.
8. This Pet Agreement covers only the pet described in this agreement. Should the tenant no longer own this particular pet, or the pet dies, this Pet Agreement automatically terminates.
9. No other pets are permitted in the tenant's premises at any time, whether owned by the tenant or by any guest of the tenant, without the approval of the landlord or a Pet Agreement having been entered into for that pet, or as agreed to here: _____

10. This agreement forms part of the Tenancy Agreement and is enforceable accordingly. Failure by the tenant to comply with any of the terms and conditions of this Pet Agreement will result in penalties under the *Residential Tenancy Act*, which may include an order from the Residential Tenancy Branch for compliance, or a Notice to End the Tenancy.

UNDERSTOOD AND AGREED UPON this: _____ day of _____, 20 ____

LANDLORD:

TENANT(S):

(Landlord or Authorized Agent's Signature)

(Tenant's Signature)

(Tenant's Signature)

This is for the information of members of "ABC" Alliance of British Columbia Mobile Home Park Owners Society, but does not constitute legal or professional advice. Neither the Alliance nor any other party assume liability for loss or damage as a result of reliance on this material. Appropriate legal advice or expert assistance should be sought from a competent professional.

WASTEWATER COLLECTION AGREEMENT

THIS AGREEMENT made in duplicate the ____ day of _____, 2018.

BETWEEN:

WESTBANK FIRST NATION
of #301 – 515 Highway 97 South
Kelowna, British Columbia V1Z 3J2

("WFN")

OF THE FIRST PART

AND:

ROSS MANAGEMENT LTD.
a company duly incorporated under the
laws of the Province of British Columbia
having its registered and records office at
4392 Hobson Road
Kelowna, British Columbia V1W 1Y3

("Ross")

OF THE SECOND PART

WHEREAS:

- A. WFN has built a wastewater collection system to serve the residents and the development of Tsinstikeptum Indian Reserve #9 and is prepared to connect the wastewater collection system to the Westview Village Mobile Home Park ("Westview") owned by Ross, and occupied by individual home owners/occupiers of mobile homes in Westview (the "Occupiers").
- B. Ross is desirous to connect Westview to WFN's wastewater collection system and agrees to guarantee the payment of any user fees incurred by the Occupiers.
- C. The leasehold properties that comprise Westview and which are subject to this agreement are the following lands:

All of Lots 31 and 32 of Tsinstikeptum Indian Reserve #9, as shown on Plan of Survey No. 62826 C.L.S.R., together with that certain strip of land shown as road on R.S.B.C. Plan 1444, comprising of 2.503 acres more or less but not including those parcels of Land required by the Ministry of Transportation and Highway being 0.27 acres, more or less, of Lot 31 and 0.96 acres, more or less, of Lot 32 shown on C.L.S.R. Plan 69266 (the "Lands").

NOW AND THEREFORE in consideration of the sum of TEN DOLLARS (\$10.00) now received by WFN from Ross, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Tie-in Costs

(a) WFN will provide a wastewater collection system to the boundary of the Lands; and

(b) Ross will perform all necessary work to connect Westview to WFN's wastewater collection system. Ross will be fully responsible to pay all tie-in costs as calculated by WFN.

2. Additional Fees

Ross agrees to pay to WFN as and when required all additional fees, including Development Cost Charges and Latecomer Fees, provided for pursuant to any Development Permit issued to Ross by WFN in relation to Ross' connection to WFN's wastewater collection system.

3. User Fee

The user fee is EIGHTY SEVEN DOLLARS AND ELEVENT CENTS (\$87.11) per quarter for each mobile home in Westview. The user fee is an assessment to the user to offset WFN's operating costs for the wastewater treatment and collection systems. Ross acknowledges and agrees that the user fee will be reviewed by WFN in conjunction with the Regional District of Central Okanagan on an annual basis. The next review is scheduled to take place in 2019. Subsequent user fees will be set at the discretion of WFN based on the costs associated with the operation of the wastewater systems. WFN will not arbitrarily change user fees.

4. Quarterly Payments

The Occupiers shall, commencing on the ___ day of _____, 2019, pay to WFN, on a quarterly basis, their proportionate share of the user fees levied by WFN in respect of Westview as invoiced to each Occupier. Should an individual Occupier fail to pay WFN's invoice within thirty (30) days of invoice being rendered, WFN will notify Ross of the default. Semi-annually, or such other time as agreed in writing by the parties, WFN shall provide to Ross a statement detailing amounts outstanding by each Occupier and an invoice relating to the same. Ross will pay WFN's invoice within fourteen (14) days.

5. Remedies for Failure of an Occupier to Pay

If an Occupier fails to pay the invoices rendered by WFN, including interest and late penalty charges, within sixty (60) days from the date of the invoice, and Ross having been notified about the default, WFN may, at the request of Ross, provide the Occupier with fifteen (15) days written notice that their continued failure to pay the amounts outstanding will result in their water service will being disconnected. If the amounts outstanding remain unpaid after the fifteen (15) days written notice expires, Ross will,

at the request of WFN, disconnect the water service connected to the Occupier. Prior to being reconnected to WFN's wastewater collection system, the Occupier will be required to:

(a) pay to WFN a disconnection fee and reconnection fee; and

(b) provide to WFN an amount equal to six (6) months of user fees as security for any future defaults. Should there be further defaults by the Occupier, WFN may transfer funds held as security to its account for the amount owing and require the Occupier to periodically replenish the security. If the Occupier fails to replenish the security upon request, Ross may, at the request of WFN, disconnect water service to the Occupier, provided that the Occupier receives fifteen (15) days written notice of WFN's intention to disconnect the water service. If the account has been paid on or before due date for one year, the security will be returned to the Occupier, inclusive of any interest accrued on monies held pursuant to the Bank of Canada interest rate effective as of the date the security is returned.

6. WFN Laws and Regulations

Nothing in this agreement derogates from the obligation of the parties to adhere to and apply all existing WFN laws and/or regulations concerning wastewater, and any subsequent amendments thereto.

7. Use of Wastewater Collection System

Ross covenants and agrees that it will not make, or permit to be made, any additional connection to the wastewater collection system, either temporary or permanent, for the purpose of supplying wastewater collection system access to any structure or mobile home or any other property without the prior written permission of WFN. Ross acknowledges and agrees that its use of the wastewater collection system will be limited to domestic use except where WFN provides prior written permission to another use. Ross further acknowledges and agrees that there will be no change or addition to the number or type of fixtures using the wastewater collection system located within Westview without the prior written consent of WFN. WFN reserves the right to levy an extra charge as a result of a change or addition to the number or type of fixtures using the wastewater collection system located within Westview.

8. Assignability

Ross must not assign this Agreement upon transfer of ownership in Westview, except with the written consent of WFN, which consent will not be unreasonably withheld.

9. Right of Access

It is understood and agreed that WFN, its agents and contractors will have a right of access to the Lands at all reasonable hours for the purpose of inspecting, repairing, installing, moving, or testing any works, fittings, or appliances related to the use of the wastewater collection system.

10. Obstruction to Wastewater Collection System

Neither Ross nor any other person will obstruct or prevent WFN from carrying out those functions referred to in section 9, and will not obstruct, at any time or in any manner, the access to any part of the wastewater collection system. WFN may remove any such obstruction at Ross' expense. Ross covenants that it will use all commercially reasonable efforts to prevent any Occupier or third party from committing prohibited acts.

11. Tampering of Equipment

Ross acknowledges and agrees that no person other than WFN or WFN's agents and contractors shall open, shut, adjust, or tamper with any of the equipment connected to or comprising WFN's wastewater collection system.

12. Term of Agreement

(a) This Agreement will expire at 11:59 PM on June 30, 2044 unless otherwise extended in writing by the Parties hereto.

(b) In the event of a breach by Ross of any of any provision of this Agreement, which breach is not remedied by Ross within sixty (60) days of notice of the breach being given by WFN to Ross, WFN may at its discretion terminate this Agreement.

13. Notification of Occupier and Compliance to this Agreement

Ross agrees to notify all Occupiers forthwith of the existence of this Agreement, and the terms hereof, forthwith upon it being executed. Ross will provide a copy of this Agreement to each Occupier and future Occupiers. Ross will take such steps necessary in order to ensure that the terms of this Agreement becoming incorporated into the agreements as between Ross and the Occupiers, and that the Occupiers agree to be bound by the provisions of this Agreement.

14. Force Majeure

Except as herein otherwise expressly provided, if and whenever and to the extent that a party to this Agreement is prevented, delayed or restricted in the fulfillment of any obligation hereunder by reason of civil commotion, sabotage, strike, labour disruption, or an inability to obtain materials or labour, or by reason of any statute, law, or regulation of, or inability to obtain the approval any government authority having lawful jurisdiction or by any other factor beyond the control of the party preventing, delaying,

or restricting such fulfilment, the time for fulfilment of such obligation shall be extended accordingly.

15. Indemnification

Ross agrees to indemnify WFN against any actions, damages, and claims arising from this Agreement, including, but not limited to, any damage to the Westview wastewater collection system that may arise from WFN's disconnection and reconnection activities, but excluding any claims arising out of a breach of the Agreement, gross negligence, or wrongful intentional acts by WFN.

SIGNED, SEALED AND DELIVERED)

In the presence of:)

)

_____)

Name)

_____)

Address)

_____)

Occupation)

WESTBANK FIRST NATION

Per: _____

Patrick Fosbery

Director of Operations

SIGNED, SEALED AND DELIVERED)

In the presence of:)

)

_____)

Name)

_____)

Address)

_____)

Occupation)

ROSS MANAGEMENT LTD.

by its authorized signatory

Per: _____

WATER AGREEMENT AMENDMENT

This Agreement is effective as of the 1st day of January, 2005.

As Between:

Westbank First Nation
of 301 – Highway 97 South, Kelowna, BC V1Z 3J2

("WFN")

And

Ross Management Ltd.,
A company duly incorporated under the laws of the Province of
British Columbia having its registered and records office at 4392
Hobson Road, Kelowna, British Columbia

("Ross")

Whereas:

- A. On the 4th day of June, 1991 the WFN, then known as the Westbank Indian Band, and Ross entered into an agreement whereby, inter alia, Ross was to pay certain water capital charges and user fees (the "Water Charges") to connect to the WFN's water system (the "Water Agreement").
- B. Pursuant to the Water Agreement Ross, as the owner of Westview Village Mobile Home Park ("Westview") was to collect from the individual home owners/occupiers of mobile homes in Westview (the "Occupiers") the Water Charges which it would remit to the WFN.
- C. The WFN and Ross have agreed to amend the Water Agreement in the manner set forth herein to provide for the direct collection of the user fee portion of any Water Charges (the "User Fees") by the WFN in return for Ross guaranteeing the payment of the User Fees by the Occupiers

Now therefore the WFN and Ross agree as follows:

1. Section 6 of the Water Agreement is hereby deleted and replaced with the following:

Payments

The Occupiers shall, commencing on the 1st day of January, 2005, pay to the WFN, on a quarterly basis, their proportionate share of the User Fees levied by the WFN in respect of Westview as evidenced by invoices sent to each Occupier. Should an individual Occupier fail to pay the WFN's invoice within 30 days of it being rendered the WFN will notify Ross of the default. Semi-annually, or such other times as are agreed in writing by the WFN and Ross, the WFN shall provide to Ross a statement detailing the amounts outstanding by each Occupier and an invoice relating to same. Ross will pay the WFN's invoice within 14 days of receipt of same.

2. Section 7 of the Water Agreement is deleted in its entirety.
3. Section 8 of the Water Agreement is deleted and replaced with the following:

Remedies for failure of an Occupier to Pay

Should an Occupier fail to pay the invoices rendered by the WFN, including interest and late penalty charges in accordance with the WFN Water Bylaw, for User Fees within 60 days from date of invoice, and Ross having been notified about the default, the WFN may, at the request of Ross, disconnect water service to the Occupier provided that the Occupier receives 15 days written notice of the intention of the WFN to disconnect the water service and the disconnection will not endanger the lives of the Occupier and those family members residing with the Occupier. Prior to being reconnected to the WFN's water system, the Occupier will be required to:

- a. pay to WFN a disconnection fee and a reconnection fee in accordance the WFN Water Bylaw (presently \$50 each); and
- b. provide to the WFN an amount equal to six months of Water Charges as security for any future defaults. Should there be further defaults by the Occupier, the WFN may transfer the security monies to its account for the amount owing and require that the Occupier replenish the security. In the event the Occupier fails to replenish the security, the WFN may disconnect the water service to the Occupier provided that the Occupier receives 15 days written notice of the intention of the WFN to disconnect the water service. If the account has been paid on or before due date for one year, the security will be returned to the Occupier.

4. The following section shall be added to the Water Agreement:

17. Notification of Occupiers and Compliance with this Agreement

Ross agrees to immediately notify the Occupiers of Westview of the existence of this Agreement, and the terms hereof, forthwith upon it being executed. Ross will also provide a copy of this Agreement to each Occupier and future Occupiers. Ross will take such steps as are

necessary in order to ensure that the terms of this Agreement become incorporated into the agreements as between Ross and the Occupiers and that the Occupiers agree to be bound by them.

- 18. Ross agrees to save harmless WFN for any actions, damages, and claims arising from this agreement including any damage to the Mobile Home Park water system that may arise from WFN disconnection and reconnection activities

5. In all other respects the Water Agreement shall remain in full force and effect.

Duly executed by the Chief and Council of the WESTBANK FIRST NATION:

Witness

Address

Occupation

Chief

Councillor

Councillor


Councillor

Councillor

Duly executed by the authorized signatory of Ross Management Ltd. in the presence of:

Ross Management Ltd. by its authorized signatory:

Witness


ALAINE B. SUTTON

Barrister & Solicitor

Address 50-537 LEON AVENUE
KELOWNA, BC V1Y 2A9

Occupation