



THE GOVERNMENT OF  
THE PROVINCE OF BRITISH COLUMBIA

1742

APPROVED AND ORDERED JUN. 3 1976

*W. S. Owen*

Lieutenant-Governor

*MS*

EXECUTIVE COUNCIL CHAMBERS, VICTORIA JUN. 3 1976

Pursuant to the Public Schools Act, and upon the recommendation of the undersigned, the Lieutenant-Governor, by and with the advice and consent of the Executive Council, orders that WHEREAS the participating Boards in the Capilano College Technical and Vocational Institute have not provided the equipment required for the operation of the College;

APPROVAL BE GRANTED to the Council of the Capilano College Technical and Vocational Institute to enter into a lease for the equipment more particularly described in the Indenture attached hereto in accordance with the terms and conditions set out in the said Indenture.

AND FURTHER ORDERS THAT, pursuant to the Regulations Act, this Order be exempt from publication.

*Philip Jan*

Minister of Education

*W. R. Bennett*

Presiding Member of the Executive Council

**DAVE BUCK FORD**

(LEASE DIVISION)

MAINTENANCE  
 NON-MAINTENANCE

**LEASING AGREEMENT**

DAVE BUCK FORD SALES LTD., (LEASE DIVISION), carrying on business at 879 Marine Drive, North Vancouver, in the Province of British Columbia (hereinafter called the "Lessor") OF THE FIRST PART:

AND ..... Capilano College,  
.....  
2055 Purcell Way,  
.....  
North Vancouver, B.C.

(hereinafter called the "Lessee")  
OF THE SECOND PART

AND .....  
(hereinafter called the "Guarantor")  
OF THE THIRD PART

WHEREAS the Lessor is engaged in the leasing of motor vehicles AND WHEREAS the Lessee agrees to lease from the Lessor the vehicles and equipment hereinafter described upon the terms and conditions hereinafter set forth.

1. VEHICLES, RENTAL, CHARGES, USE AND EQUIPMENT. Each vehicle included in this lease, and with respect thereto, the Fixed Rental, Mileage Charge, Free Mileage, term of lease shall be set forth in the annexed Schedule "A" and such Addenda thereto as may be agreed to in writing By Lessor and Lessee from time to time. Each such vehicle shall be equipped with all equipment necessary to its lawful operation. Each such vehicle shall also be equipped with such Extra Equipment as may be specified therefor in said Schedule "A" and Addenda thereto. The term "vehicle" as hereinafter used shall be deemed to include all equipment therefor specified in this paragraph and in said Schedule "A" and Addenda thereto.

2. TERM. (a) The term of this lease with respect to any vehicle included herein shall be as set forth in the annexed Schedule "A" and shall begin on the date the vehicle is delivered to Lessee. The date of delivery and the mileage gauge reading of the vehicle at the time of delivery to Lessee shall be shown in a delivery receipt shown for the vehicle signed by Lessee or Lessee's duly authorized agent and given to Lessor at time of delivery.

(b) Usage of such vehicle outside the Province of British Columbia, shall be restricted to a total period not to exceed forty-five consecutive days at any one time, unless mutually agreed upon.

3. PAYMENT OF RENTAL AND CHARGES. During the term of this lease, Lessee shall pay Lessor for each vehicle included in this lease:

(a) The Fixed Rental specified therefor in Schedule "A", payable in installments of \$ 118.00 per month in advance on the first day of each calendar month during the term hereof with respect to such vehicle; provided that if the term of this lease for any vehicle shall commence on a day other than the first day of a calendar month the first payment shall be made on the day the term commences, and in such event or in the event that the term of this lease for any vehicle shall terminate on a day other than the last day of a calendar month, the monthly fixed rental shall be apportioned on a daily basis; and

(b) The Mileage Charge specified therefor in Schedule "A" for each mile the vehicle is driven in excess of the Free Mileage specified therefor in Schedule "A", payable with respect to any excess mileage driven in any calendar month on the first day of the next succeeding calendar month, except that Mileage charges for the calendar month in which the term of this lease with respect to such vehicle shall terminate shall be payable on the last day of said term. Any vehicle substituted for another pursuant to Paragraph 18 and the vehicle for which it was substituted shall be considered one vehicle for the purpose of computing Mileage Charges. If the mileage gauge of any vehicle shall fail to function, the mileage for the period of failure shall be estimated on the basis of the average daily mileage of the vehicle during the Lessee's operation thereof during the preceding 30 days (or such shorter period as the lease may have been in effect with respect to such vehicle).

4. INSURANCE. (a) LESSEE shall provide at his own expense the following insurance on each vehicle included in this lease during the term hereof:

(1) Third Party Liability - Legal liability for bodily injury or death or damage to property of others with limits of not less than ~~200,000.00~~ inclusive.

\$1,000,000.00

(2) Collision Insurance with not more than -

- (i) \$100 deductible with respect to cars and light trucks, OR
- (ii) \$250 with respect to medium trucks, OR
- (iii) \$500 on heavier trucks.

(3) Comprehensive - (Including Fire and Theft) - \$25 deductible.

(b) LESSEE shall pay for all repairs made necessary by accident or collision which are not covered by insurance.

(c) LESSEE shall provide, at his own expense, any other insurance or bond that may be required by any governmental authority as a condition to or in connection with the use or operation of any vehicle included in this lease during the term hereof with respect to such vehicle.

(d) All insurance referred to in this Paragraph 4 shall protect, as their interests may appear, the Lessee, the Lessor, any other person having an interest in the vehicle if he so desires and any person or organization responsible for the use or operation of the vehicle. Either Lessor or Lessee may provide any such insurance to be provided by him either through insurance companies approved by the other and furnish the other with certificates of such insurance, or by self-insurance provided he submits to the other proof satisfactory to the other of his financial responsibility for the liabilities to be undertaken.

(e) If either Lessor or Lessee shall fail to provide any insurance to be provided by him pursuant to Paragraph 4, the other may provide the same and shall be reimbursed the actual cost thereof upon demand.

(f) Any proceeds of any insurance provided pursuant to this Paragraph 4 shall be received by either Lessor or Lessee for any loss or casualty that has been made good by the other shall be paid to the other upon satisfactory proof that such loss or casualty has been made good, unless such other is then in default in the fulfilment of any other liability or obligation hereunder.

5. INDEMNITY. Lessee shall indemnify and hold harmless the Lessor and Lessor's agents and employees from and against any damage, loss, theft or destruction of any vehicle included in this lease, and of the cargo or contents thereof, during the term of this lease, and from and against any and all losses, damages, injuries, claims, demands, costs and expenses (including legal expenses of every kind and nature, arising out of or connected with the use, condition (including, without limitation, all defects whether or not discoverable by Lessor or Lessee) or operation of each vehicle included in this lease during the term hereof with respect to such vehicle); provided, however, that such indemnity shall not extend to, and Lessor shall indemnify and hold harmless Lessee and Lessee's agents and employees from and against, any portion of any such loss, damage, injury, claim, demand, cost or expense that is within the coverage of any insurance provided or required to be provided by Lessor pursuant to Paragraph 4 hereof. Lessor shall promptly notify Lessee of any such loss, damage, theft, destruction, injury, claim, demand, cost or expense of which Lessor has actual notice and Lessee shall be entitled to participate in the defense of any such claim or demand.

6. MAINTENANCE AND REPAIRS.

(a) Lessee shall keep and maintain each vehicle included in this lease, and each part thereof, in good working order and condition, properly serviced and greased, and shall make all necessary repairs and replacements thereto. Title to all replacements shall vest in Lessor. Lessee shall have all such servicing and repairs accomplished at DAVE BUCK FORD SALES LTD., 879 Marine Drive, North Vancouver, British Columbia, unless any interested insurance company shall direct otherwise. Servicing and repairs as set forth in the attached Schedule "A", Addenda One, shall be paid for by the Lessee

(b) If, pursuant to subparagraph 6(a) above, Lessor shall be required to pay for any servicing or any repairs (other than repairs made necessary by collision or accident) to be accomplished at any place other than DAVE BUCK FORD SALES LTD., Lessee shall (i) notify the Lessor of the cost of, and receive the Lessor's prior consent to, any servicing or repairs exceeding \$15.00 or any other figure agreed upon by Lessor and Lessee, and (ii) arrange with the repairing garage to forward the bill directly to Lessor for payment or obtain a duly receipted and itemized statement of the servicing and repairs accomplished and the charges therefor and present the same to Lessor in connection with any request for reimbursement.

7. OPERATING EXPENSES.

(a) Lessee shall pay for such washing, parking, garage, highway or other fees or tolls as may be incurred in connection with the operation of any and all vehicles included in this lease.

(1)

(b) Lessor shall procure and pay for British Columbia license plates for the motor vehicles and pay for the registration of the said vehicle in compliance with the Motor Vehicle Act of the Province of British Columbia, but not including other licenses or permits required for the operation of such vehicle by the Lessee or in any manner connected therewith.

(c) Lessee shall deliver the motor vehicle to the Company's premises each Six Thousand (6000) miles, in order that necessary servicing may be done, and to allow the motor vehicle to remain on the Company's premises for whatever period is necessary to complete the work.

(d) Lessor shall supply the leased motor vehicle with four summer tread tires, plus two snow tires on extra rims on delivery. A further four summer tires will be supplied if required, during the term of the lease. At no time will any further tires, other than those mentioned, be issued and if for any reason further tires are required any charge for same will become the responsibility of the Lessee. Trucks will not be supplied with snow tires as stated above, unless specified in Lease Order at the time of lease.

8. REPLACEMENT VEHICLE. Lessor shall supply a replacement motor vehicle (if required) while the said motor vehicle leased herein, is out of service for reason of having normal maintenance or warranty maintenance performed by the service department of DAVE BUCK FORD SALES LTD. only. Collision or accident repairs shall not be deemed normal maintenance and any charge for a replacement vehicle shall be the responsibility of the Lessee.

9. TAXES. (a) Lessee shall bear and pay all sales, use, excise, personal property and other taxes and all governmental assessments, fees and charges payable during the term hereof with respect to each vehicle included in this lease or the ownership, possession, rental, transportation or delivery thereof except that Lessor shall pay and bear all net income and gross receipts, taxes on or measured by rentals payable hereunder.

(b) Lessee shall pay and bear all occupational and other governmental fees, taxes, charges and assessments which may be imposed in connection with any vehicle included in this lease and the result of its use by Lessee.

10. USAGE. Lessee shall use and operate, and permit use and operation of, each vehicle included in this lease only (a) within the maximum gross weight and for the use specified with respect thereto in Schedule "A", and (b) in a careful manner and in compliance with all requirements of any governmental authority, including without limitation such requirements as pertain to the age and licensing of drivers and to disclosure of Lessor's interest in the vehicle. In no event shall any such vehicle be misused or subjected to depreciation above the normal depreciation or be used or operated for an illegal purpose, or by a person under the influence of alcohol or narcotics, or for the transportation of goods or persons for hire, or in any manner or for any purpose that would cause any insurance covering it to be suspended, cancelled or inapplicable, or for any use that would increase the cost of any insurance maintained thereon by Lessor unless Lessee first notifies Lessor of and obtains Lessor's consent to such use and pays any such increase. Lessee shall not place any sign or marking on any vehicle included in this lease without the prior consent of the Lessor and shall bear the cost of removing any such sign or marking at the termination of this lease and of repairing any damage caused by such removal.

11. FINES. Lessee shall pay all fines imposed by any governmental authority upon any vehicle included in this lease or any driver thereof during the term of this lease with respect thereto, and shall indemnify and hold Lessor harmless from any and all fines, penalties and forfeitures (and all expenses incurred in connection therewith) imposed on account of the use or operation of such vehicle during such term in violation of any law or regulation.

12. RETURN OF VEHICLE. Upon the termination of this lease with respect to any vehicle:

(a) All vehicles must be returned to DAVE BUCK FORD SALES LTD., 879 Marine Drive, North Vancouver, British Columbia.

(b) All vehicles shall be returned in as good order and condition, except for ordinary wear and tear, as when first received from Lessor, subject to the provisions of Paragraph 4 hereof.

13. FORCE MAJEURE AND NO CONSEQUENTIAL DAMAGES. Lessor shall not be liable for any failure or delay in delivering any vehicle included or to be included in this lease, or for any failure to perform any provision hereof, resulting from fire or other casualty, riot, strike or other labor difficulty, governmental regulation or restriction or any cause beyond Lessor's control. In no event shall Lessor be liable for any loss of profits or other consequential damage or any inconvenience resulting from any theft, damage to, loss of, defect in or failure of any vehicle included in this lease or the time consumed in recovering, repairing, adjusting, servicing or replacing the same, and there shall be no abatement or apportionment of rental during such time.

14. LEASE ONLY. This agreement is one of leasing only and Lessee shall not have or acquire any right, title or interest in or to any vehicle in this lease except the right to use and operate it as provided in this agreement.

15. PROCEDURE ON ACCIDENTS. If any claim is made or action commenced for damages for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any vehicle included in this lease, Lessee shall promptly notify Lessor thereof and forward to Lessor a copy of every demand, notice, summons or other process received in connection therewith. Lessee shall furnish to Lessor, within twenty-four hours, a report of any accident involving a vehicle included in this lease on the form furnished by the automobile liability insurer thereof and cooperate with Lessor in all ways in connection with any claim or dispute concerning such accident.

16. **DEFAULT.** If Lessee shall default in the payment of any installment of Fixed Rental, Mileage Charge or other sum of reimbursement payable to Lessor hereunder and such default shall continue for more than 10 days after Lessor shall have demanded payment thereof, or shall fail or refuse to perform any other provision hereof to be performed by Lessee, or if a petition under any bankruptcy law shall be filed by or against Lessee or Lessee shall make any assignment for the benefit of creditors or Lessee shall suffer or permit the appointment of any trustee or receiver for Lessee's business or assets or any part thereof or Lessee shall make or suffer any assignment, voluntary or involuntary, of Lessee's interest in any vehicle included in this lease or suffer any lien, attachment or levy of execution to become attached thereto (unless such petition, assignment, appointment, lien, attachment or levy be withdrawn or nullified within 20 days); then, in any such event, Lessor may, at Lessor's option, by written notice to Lessee, terminate this lease and all other vehicles included in this lease and all Lessee's rights therein shall be surrendered to Lessor. Lessor may at any time repossess any vehicle to be surrendered by Lessee as required by this paragraph wherever the same shall be located, and may enter upon any premises of Lessee for that purpose and shall hold all vehicles so repossessed free and clear of this lease and of any right of Lessee hereunder. In the event of any such termination Lessor also shall be entitled to recover from Lessee all rentals, sums and reimbursements due with respect to any vehicle included herein and the sum of ...\$50.00... per month up to the expiration date herein stated therefor together with interest at the highest legal rate and all costs and expenses (including attorney's fees) incurred by Lessor in enforcing Lessor's rights hereunder. To the extent permitted by law, repossession and sale of any vehicle so repossessed shall not affect Lessor's rights to recover from Lessee all damages which Lessor may have suffered by reason of Lessee's breach of any provision of this lease, and Lessor may sell any such repossessed vehicle with or without advertisement, at public or private sale and without notice thereof to Lessee. The rights and remedies of Lessor in the event of default herein mentioned shall not be deemed exclusive but shall be cumulative and in addition to all other rights and remedies in Lessor's favour existing by law.

17. **ENTIRE AGREEMENT AND ASSIGNMENT.** This lease constitutes the entire agreement between the parties and may not be changed except by an instrument in writing signed by the party to be charged. This lease may not be assigned nor any vehicle included herein be subleased by Lessee without Lessor's prior written consent. Lessor may assign this lease at any time but shall not thereby be relieved from any liability hereunder.

18. **SUBSTITUTION OF VEHICLE.** Lessor may, at any time, substitute a similar vehicle for any vehicle included in this lease. Any such substitute vehicle shall be subject to all of the provisions hereof as if it were the vehicle for which it was substituted.

19. **COUNTERPARTS AND RECORDING.** Lessor and Lessee agree to execute this lease in as many counterparts (each constituting an original but together constituting only one agreement) as may be reasonably necessary for recording or filing in any governmental office. Lessee shall pay the fees and charges and Lessor's out-of-pocket expenses for any such recording or filing required by law and shall pay for any stamps or documentary taxes assessed upon by this lease.

20. Where a Guarantor is a party hereto, then in consideration of the Lessor leasing to the Lessee the motor vehicle as herein described the said GUARANTOR HEREBY COVENANTS, and agrees with the Lessor that in the event the Lessee is in default of or liable on any term of this Agreement the said GUARANTOR shall be and is likewise in default and liable, and the said Guarantor will otherwise observe and perform the covenants, conditions and provisions of this Agreement, and it shall not be necessary to notify the Guarantor of any default, and the liability of the Guarantor shall in no way be diminished or affected nor shall the Guarantor be released by reason of the omissions of the Lessor to exercise any of its rights or remedies of the said agreement.

21. **REIMBURSEMENT.** If either party shall fail, for any reason, to perform any provision of this lease to be performed by him, the other may, at his option, perform the same and upon performing the same shall be reimbursed upon demand for all sums paid or incurred therefor.

IN WITNESS WHEREOF, the parties have duly executed this lease this 10th day of May 1976

DAVE BUCK FORD SALES LTD.  
(Lease Division) Lessor

Capilano College  
Lessee

.....  
President or Secretary-Treasurer

By .....  
Title .....

By .....  
Guarantor  
.....



SCHEDULE "A"

TO LEASING AGREEMENT DATED  
BETWEEN DAVE BUCK FORD SALES LTD. (LEASE DIVISION) AND

LESSOR AND Capilano College AS LESSEE  
AS GUARANTOR

A) VEHICLE AND EQUIPMENT:

MAKE: Ford YEAR: 1976 MODEL: K150 Cargo Van  
 SERIAL: K1AHR96573 LICENCE: \_\_\_\_\_

1. <u>300 C.I.D. 6 cylinder Engine</u>	11. <u>Passenger Seat</u>
2. <u>Automatic Transmission</u>	12. <u>5 H78x15D B.S.W. Tires</u>
3. <u>Power Steering</u>	13. <u>Sliding Side Door</u>
4. <u>Power Brakes</u>	14. _____
5. <u>#3600 Ford Axle</u>	15. _____
6. <u>Cigar Lighter</u>	16. _____
7. <u>Rear and Side Door Fixed Glass</u>	17. _____
8. <u>Oil/Amp Gauges</u>	18. _____
9. <u>Low Profile FTD Dual Mirrors</u>	19. _____
10. <u>AM Radio</u>	20. _____

B) USAGE: Normal Business and Pleasure

C) TERM: 36 MONTHS COMMENCING May 10th, 19 76

D) RENTAL CHARGES TO BE PAID BY THE LESSEE:

- BASIC MONTHLY CHARGE FOR VEHICLE AND EQUIPMENT LISTED ABOVE:  
\$118.00 PER MONTH.
- MILEAGE MONTHLY CHARGE FOR VEHICLE AND EQUIPMENT LISTED ABOVE: 3 CENTS  
 PER MILE FROM MILE 45,000 AS REGISTERED ON THE VEHICLE ODOMETER.
- INSURANCE MONTHLY CHARGE FOR VEHICLE AND EQUIPMENT LISTED ABOVE: \_\_\_\_\_ PER MONTH.
- OTHER CHARGES OR RATE SPECIFICATIONS: B. C. Sales Tax  
Non-maintenance excludes paragraphs 7b, 7d and 8 from leasing agreement.

\*E) SHOULD THE RATES FOR COVERAGE REQUIRED BY THE LESSOR BE INCREASED THEN THE LESSEE AGREES TO PAY ANY SUCH INCREASES IN THE PREMIUM UPON REQUEST.

DAVE BUCK FORD SALES LTD.  
(LEASE DIVISION)

Capilano College  
LESSEE

\_\_\_\_\_  
PRESIDENT OR SECRETARY-TREASURER

BY \_\_\_\_\_

TITLE \_\_\_\_\_

\_\_\_\_\_  
GUARANTOR

BUSINESS OFFICE  
CAPILANO COLLEGE  
MAY 7 3 31 PM '76  
RECEIVED