

NO. 03-060

VEHICLES FOR HIRE BYLAW

A BYLAW OF THE CITY OF VICTORIA

(Consolidated to include Bylaws No. 05-101, 07-086, 09-089, 10-074, 12-026, 12-027, 12-091, 13-012, 13-018, 14-047, 15-012, 16-026, 16-042, 16-057, 17-038, 17-040, 18-059, 19-046, 20-010, 20-071, 20-126 and 23-055)

The purpose of this Bylaw is to consolidate the Vehicles For Hire Bylaw.

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Under its statutory powers, including section 363 and Part 20 of the *Local Government Act*; section 3 of the 1907 *Act relating to the City of Victoria*, section 18 of the *Victoria City Act, 1919*, section 16 of the *Victoria City Act, 1922*, and section 9 of the *Victoria City Act, 1934*, the Council of The Corporation of the City of Victoria enacts the following provisions:

PART 1 - INTRODUCTION

Title

- 1 This Bylaw may be cited as the "VEHICLES FOR HIRE BYLAW."

Definitions

- 2 In this Bylaw:

“Bylaw Officer”

means a Bylaw Officer as defined in the Inspection Bylaw;

“bus”

means a vehicle that has a seating capacity of at least 9 passengers, and that is operated

- (d) over a defined route,
- (e) between fixed termini, or
- (f) on a regular time schedule;

“City”

means the City of Victoria;

“hire”

means, with respect to a sightseeing vehicle, a fare, toll, fee, or rate charged or collected from any person for the transportation of a person or persons;

“horsedrawn carriage”

means a horsedrawn vehicle that is

- (a) pulled by one horse, and
- (b) has a maximum seating capacity of 6 passengers;

“horsedrawn wagon”

means a horsedrawn vehicle that is

- (a) pulled by two horses, and
- (b) has seats for a minimum of 7 and a maximum of 20 passengers;

“James Bay”

means the area lying within the following boundaries:

- (a) starting at a point being the intersection of the high water mark with the southerly extension of the east boundary of Douglas Street;
- (b) then along the east boundary of Douglas Street and Blanshard Street to an intersection with the north boundary of Belleville Street;
- (c) then along the north boundary of Belleville Street to the northwest corner of the intersection of Belleville and Government Streets;
- (d) then north to an intersection with the high water mark;
- (e) then continuously following the high water mark, starting in a westerly direction, to the starting point;

“Licence Inspector”

means a person employed as Business Licence Inspector for the City;

“licensed sightseeing vehicle”

means a sightseeing vehicle in respect of which a sightseeing vehicle licence has been issued;

“park”, “parking”, or “parked”

has the same meaning as in the Streets and Traffic Bylaw;

“passenger powered vehicle”

means a human-powered cycle designed for all occupants to power the vehicle;

“pedicab”

means a human-powered or electric motor-assisted cycle capable of carrying passengers, in which the passengers do not power the vehicle

“permit holder”

means a person who has been issued a Cruise Ship Tour Permit or a Special Event Permit;

“rickshaw”

means a wheeled passenger vehicle manually pulled or pushed by an operator on foot;

“sightseeing vehicle”

means a cab, carriage, omnibus, cart, wagon, dray, motor vehicle, vessel or other conveyance or vehicle with a driver, used in the operation of a sightseeing or charter business, including horsedrawn vehicles, passenger powered vehicles, pedicabs and rickshaws but excluding taxis;

“sightseeing vehicle licence”

means a valid business licence, issued in accordance with this Bylaw and the Business Licence Bylaw, to load and transport passengers in a sightseeing vehicle;

“sightseeing vehicle licensee”

means a person who has been issued a sightseeing vehicle licence;

“SPCA”

means the British Columbia Society for the Prevention of Cruelty to Animals formed under the *Prevention of Cruelty to Animals Act*;

“taxi”

has the same meaning as in the Business Licence Bylaw;

PART 2 – GENERAL REQUIREMENTS FOR SIGHTSEEING VEHICLES

Business licence required

- 3
- (1) A person may load and transport passengers for hire in a sightseeing vehicle only if the vehicle is a licensed sightseeing vehicle.
 - (2) Despite subsection (1) a person may load and transport passengers for hire in a sightseeing vehicle that is not a licensed sightseeing vehicle if those passengers were first transported into the City by that person from a place outside the City.
 - (3) A person applying for a sightseeing vehicle licence must make application to the Licence Inspector on the form provided for that purpose and must pay to the City the licence fee prescribed by the Business Licence Bylaw.
 - (4) The Licence Inspector must not issue a sightseeing vehicle licence if the applicant has not provided
 - (a) a complete description of the sightseeing vehicle in respect of which the sightseeing vehicle licence is being applied for,
 - (b) proof of valid liability insurance against any claims arising from the ownership or operation of the sightseeing vehicle in respect of which the sightseeing vehicle licence is being applied for in an amount of at least
 - (i) \$2,000,000 if the vehicle is a rickshaw, pedicab, or vessel,
 - (ii) \$5,000,000 for any other sightseeing vehicle, and
 - (c) for each sightseeing vehicle that is a vessel, a valid Transport Canada Compliance Notice or Certificate of Inspection.
 - (5) Before issuing or renewing a sightseeing vehicle licence, the Licence Inspector may require proof that a licence or permit, for the vehicle or its operation, required under provincial or federal law, has been obtained and is in force.
 - (6) Before issuing or renewing a sightseeing vehicle licence in respect of a pedicab, the applicant or sightseeing vehicle licensee must demonstrate to the satisfaction of the Licence Inspector that the applicant or sightseeing vehicle licensee has procedures in place to ensure that persons operating the pedicab will do so in a safe manner.

Vehicle decals

- 4
- (1) The Licence Inspector must issue to each sightseeing vehicle licensee a sightseeing vehicle decal for each of the licensee's licensed sightseeing vehicles.
 - (2) A person must not transport passengers in a licensed sightseeing vehicle unless a valid and legible sightseeing vehicle decal for that vehicle is displayed as follows:

- (a) if a motor vehicle, on the right side of the front window;
 - (b) if a vessel, so that it is clearly visible when that vessel is moored;
 - (c) if any other type of sightseeing vehicle, so that the decal is clearly visible while the vehicle is in operation.
- (3) If a sightseeing vehicle decal issued pursuant to this section is damaged or lost, the Licence Inspector may issue a replacement decal if the sightseeing vehicle licensee
- (a) surrenders the damaged decal to the Licence Inspector or provides written proof satisfactory to the Licence Inspector confirming such loss, and
 - (b) pays a replacement decal fee of \$10.00 plus applicable taxes.

Transfer of licence or decal

- 5 (1) Except as allowed under this section, a person must not transfer, lease, rent or lend a sightseeing vehicle licence or a decal issued pursuant to section 4.
- (2) A sightseeing vehicle licensee may apply to the Licence Inspector for the transfer of a licence and decal from a licensed sightseeing vehicle that is inoperative to a replacement sightseeing vehicle of the same class.
- (3) The Licence Inspector must issue a sightseeing vehicle licence and decal for a replacement sightseeing vehicle if the sightseeing vehicle licensee
- (a) surrenders its sightseeing vehicle licence and decal to the Licence Inspector for the purpose of transferring the licence and decal to the replacement sightseeing vehicle,
 - (b) provides the information required under section 3(4) of this Bylaw for the replacement sightseeing vehicle, and
 - (c) pays a transfer fee of \$25.00 plus applicable taxes.
- (4) Despite subsections (2) and (3), a decal may be transferred without applying to the Licence Inspector if the decal is transferred between a licensee's
- (a) horsedrawn carriages,
 - (b) horsedrawn wagons,
 - (c) pedicabs
 - (d) rickshaws, or

- (e) passenger powered vehicles;

Insurance

- 6 (1) A person may transport passengers in a sightseeing vehicle only if the insurance required under section 3(4) is in effect.
- (2) The operator of a sightseeing vehicle must produce proof of the insurance required under section 3(4) to the Licence Inspector, a Bylaw Officer or police officer on request.
- (3) If an operator of a sightseeing vehicle or the sightseeing vehicle licensee is unable to provide proof of insurance when requested by the Licence Inspector, a Bylaw Officer or police officer, the Licence Inspector may suspend the licensee's sightseeing vehicle licence.
- (4) A suspension under subsection (3) will continue until the licensee provides satisfactory proof to the Licence Inspector of the insurance required under section 3(4).

Driver's licences

- 7 (1) A person must not transport passengers in a horsedrawn vehicle unless the person holds a valid Class 7 (Novice) British Columbia Driver's Licence issued under the *Motor Vehicle Act* or an equivalent driver's licence issued by another jurisdiction.
- (2) A person must not transport passengers in a passenger powered vehicle, pedicab or rickshaw unless the person holds a valid Class 5 or 6 British Columbia Driver's Licence issued under the *Motor Vehicle Act* or an equivalent driver's licence issued by another jurisdiction.
- (3) A person must not transport passengers in a sightseeing vehicle that is a motor vehicle as defined under the *Motor Vehicle Act* unless the person holds a valid driver's licence of the class required under that Act or its regulations to operate the sightseeing vehicle.
- (4) A person must not transport passengers in a sightseeing vehicle that is a vessel unless the person holds a valid licence or certificate as required under the *Canada Shipping Act* or its regulations to operate the vessel.

Vehicle maintenance

- 8 A person must not transport passengers in a sightseeing vehicle unless the vehicle is maintained

- (a) in a safe condition,
- (b) in a clean condition, and
- (c) in good repair.

Vehicle inspection

- 9
- (1) A Bylaw Officer or police officer may require the operator of a sightseeing vehicle to stop and the operator of a sightseeing vehicle, when signaled or requested to stop by a Bylaw Officer or police officer who is readily identifiable as a Bylaw Officer or police officer, must immediately come to a safe stop.
 - (2) When requested by a Bylaw Officer or police officer, the operator of a sightseeing vehicle must state correctly his or her name and address and the name and address of the sightseeing vehicle licensee.
 - (3) Where a sightseeing vehicle has been stopped under subsection (1), a Bylaw Officer or police officer may inspect the sightseeing vehicle and any records associated with the operation of the sightseeing vehicle to determine compliance with this or any other Bylaw.

Advertising and offering to transport passengers

- 10
- (1) Except as permitted in this section, when in or on a street, a person must not advertise a sightseeing tour or offer to transport passengers in a sightseeing vehicle.
 - (2) Without limiting the generality of subsection (1), and except as permitted in this section or by any other Bylaw, a person must not deposit or leave or keep a placard, portable sign, ticket booth, or other object on a street or sidewalk for the apparent purpose of advertising a sightseeing tour or offering to transport passengers in a sightseeing vehicle.
 - (3) A person must not be pressing or persistent when advertising a sightseeing tour or offering to transport passengers in a sightseeing vehicle.
 - (4) An operator of a pedicab or rickshaw may verbally offer to transport passengers in that vehicle while lawfully stopped or standing on a street.
 - (5) A sightseeing vehicle licensee that has been allocated a parking stand in accordance with Schedule C or Schedule D may allow one person to advertise a sightseeing tour or offer to transport passengers in the licensee's licensed sightseeing vehicles at the sales location described in Column C-Column 2 of the table in Schedule C or Schedule D, as the case may be, for that parking stand location.

- (6) A person advertising a sightseeing tour or offering to transport passengers in a sightseeing vehicle in accordance with subsection (5) may do so from a movable podium that occupies no more than 0.4 m² of the sidewalk.

~~(7) On the sidewalk within 3 m of a parking stand, a sightseeing vehicle licensee who is allocated a parking stand in accordance with Schedule D may allow up to 3 people to advertise a sightseeing tour or offer to transport passengers in the licensee's licensed sightseeing vehicles from the parking stand allocated to that sightseeing vehicle licensee in Schedule D.~~

Amplified music

- 11 (1) An operator of a passenger powered vehicle, pedicab, rickshaw or horsedrawn vehicle must not allow amplified music to emanate from the vehicle between the hours of 7:00 p.m. and 7:00 a.m. except within the area bounded
- (a) on the south by Belleville Street,
 - (b) on the east by Cook Street,
 - (c) on the north by Bay Street, and
 - (d) on the west by the Johnson Street Bridge.
- (2) Nothing in subsection (1) relieves a person from complying with the requirements of the Noise Bylaw.

PART 3 – PEDICABS, RICKSHAW AND PASSENGER POWERED VEHICLES

Number of pedicab licences

- 12 (1) The Licence Inspector must not issue more than 46 sightseeing vehicle licences in respect of pedicabs.
- (2) If the number of licences issued in respect of pedicabs falls below the limit described in subsection (1), the Licence Inspector may issue new licences in a number sufficient to bring the total to the limit described in subsection (1).
- (3) Any new licences to be issued pursuant to subsection (2) may only be issued to persons who have been selected in accordance with section 13 and who otherwise satisfy the requirements of this Bylaw and the Business Licence Bylaw.

Restriction on the number of licences held

- 12A (1) Subject to subsection (2), a person may manage a maximum of 15 sightseeing vehicle licences issued in respect of pedicabs.

- (2) A person may manage more sightseeing vehicle licences than permitted under subsection (1) if
- (a) the person managed those sightseeing vehicle licences on January 1, 2016, and
 - (b) the person has not suspended or discontinued management of those sightseeing vehicle licences.
- (3) For the purposes of this section, a person is deemed to manage a sightseeing vehicle licence if the person, directly or indirectly,
- (a) holds the licence,
 - (b) has a financial interest in the entity that holds the licence, or
 - (c) manages the operation of a pedicab in respect of which the sightseeing vehicle licence is issued under an agreement with the person or entity that holds the licence.
- (4) For certainty, the person who qualifies under subsection (2) may not increase the number of sightseeing vehicle licences he or she manages above the number of sightseeing vehicle licences managed when this section came into force.

Selection process for pedicab licences

- 13 (1) If the number of licences issued in respect of pedicabs falls below the limit described in section 12(1), the Licence Inspector must
- (a) advertise the availability of licences in respect of pedicabs, including the number of available licences,
 - (b) invite persons to submit their name for a business licence to transport passengers in a pedicab and the number of licences being requested, and
 - (c) select, in accordance with the procedure in section 13A, from the persons who have submitted their names pursuant to paragraph (b), persons who may apply for a business licence to transport passengers in a pedicab.
- (2) If within 30 days following the selection of persons pursuant to subsection (1)(c) the number of licences issued falls below the limit described in section 12(1), the Licence Inspector may randomly select from the persons remaining following the selection of persons pursuant to subsection (1), persons to apply for a business licence to transport passengers in a pedicab until all available licences have been allocated, notwithstanding any provision in this Bylaw to the contrary.

Selection procedure

- 13A (1) Subject to subsection (4), the Licence Inspector will randomly select one person from the persons who have submitted their names pursuant to section 13.
- (2) Subject to sections 12(1) and 12A, the person selected under subsection (1) will be entitled to apply for up to six business licences to transport passengers in a pedicab every time his or her name is selected and will, at the time of the selection, inform the Licence Inspector as to the number of licences he or she wishes to apply for.
- (3) The Licence Inspector will deduct the number of licences that a person selected indicated he or she wishes to apply for from the number of available licences and will continue selecting persons in accordance with subsections (1) and (2) until all available licences have been allocated.
- (4) The Licence Inspector will remove from the selection pool, the name of any person who is already entitled to apply for the maximum number of licences allowed under section 12A.

Construction of pedicabs and rickshaws

- 14 (1) A person must not transport passengers in a pedicab or a passenger powered vehicle unless the pedicab or passenger powered vehicle is equipped with
- (a) pedals that are operable at all times to propel the pedicab,
 - (b) hydraulic rear disc brakes and front disc or caliper brakes,
 - (c) metal hydraulic brake lines,
 - (d) an operable front headlight and rear tail lights,
 - (e) heavy duty steel or aluminium rims,
 - (f) extra-strength spokes on all wheels,
 - (g) operable turn signal lights and four-way flashers,
 - (h) two side reflectors on each side of the pedicab, and
 - (i) rear bumper protection.
- (2) A person must not transport passengers in an electric motor-assisted pedicab unless
- (a) the pedicab complies with the requirements of the *Motor Vehicle Act*, and
 - (b) the motor is designed to switch off or disengage once the pedicab reaches a speed of 10 km/hr.

- (3) A person must not transport passengers in a rickshaw between 1/2 hour after sunset and 1/2 hour before sunrise unless the rickshaw is equipped with
- (a) an operable front headlight and rear tail light, and
 - (b) side reflectors on each side of the rickshaw.

Restrictions on area and hours of operation

- 15 A person must not operate a pedicab or rickshaw outside of the area that is shown outlined on the map in Schedule A except
- (a) between 6:00 p.m. and midnight on a week day or a Saturday, or
 - (b) on a Sunday or holiday.

Stopping, standing and parking

- 16 (1) A person who is operating a passenger powered vehicle, pedicab or rickshaw must comply with the stopping, standing and parking provisions of the Streets and Traffic Bylaw and the *Motor Vehicle Act*.
- (2) Despite subsection (1), a person operating a pedicab or a rickshaw that is a licensed sightseeing vehicle may park the vehicle
- (a) on a yellow curb within 6 m of a legal parking or loading space, for a maximum time of one hour, unless otherwise restricted by a traffic order under the Streets and Traffic Bylaw,
 - (b) in the Tourist Parking and Passenger Loading Zones on the west side of the 700 block of Government Street,
 - (c) on Government Street between Humboldt and Yates Streets, on the sidewalk between the curb and the drainage grates,
 - (d) on the east side of the 700 block of Government Street
 - (i) between the midblock crosswalk and the main entrance to the building located at 721 Government Street, and
 - (i) in the 8 m distance measured southerly from a point 6 m south of the southern end of Parking Stand 2 described in Schedule D,
 - (e) in a metered zone or pay station zone if
 - (i) that does not result in more than 2 pedicabs or rickshaws being parked there simultaneously, and
 - (ii) the person operating the pedicab or rickshaw pays for the parking.

- (3) Each person issued a sightseeing vehicle licence in respect of a pedicab or a rickshaw must pay an annual parking fee of \$180 plus applicable taxes per licence.

Number of passengers

- 17 (1) A person must not transport more than
 - (a) 3 persons simultaneously in the cab of a pedicab, and
 - (b) 2 persons simultaneously in the trailer of a pedicab.
- (2) A person must not transport more than 4 passengers in a rickshaw simultaneously and there may be no more than either 3 adults and 1 child or 2 adults and 2 children.

U-turn

- 18 An operator of a pedicab or rickshaw may make a U-turn only
 - (a) in a safe manner,
 - (b) at a slow rate of speed,
 - (c) without obstructing traffic, and
 - (d) within the area shown outlined on the map in Schedule A.

Displaying name on pedicab

- 18A A person must not transport passengers in a pedicab unless the trade name of the sightseeing vehicle licensee or the trade name of the entity that manages the operation of the pedicab under a third party operator agreement is visibly and legibly displayed on the pedicab.

PART 4 – HORSEDRAWN VEHICLES

Number of horsedrawn vehicle licences

- 19 (1) The Licence Inspector must not issue more than 18 sightseeing vehicle licences in respect of horsedrawn vehicles.
- (2) If the number of licences issued in respect of horsedrawn vehicles falls below the limit described in subsection (1), the Licence Inspector may issue new licences in a number sufficient to bring the total to the limit described in subsection (1).

- (3) Any new licences to be issued pursuant to subsection (2) may only be issued to persons who have been selected in accordance with section 20 and who otherwise satisfy the requirements of this Bylaw and the Business Licence Bylaw.

Selection process for horsedrawn vehicle licences

- 20 (1) If the number of sightseeing vehicle licences issued in respect of horsedrawn vehicles falls below the limit described in section 19(1), the Licence Inspector must
- (a) advertise the availability of licences in respect of horsedrawn vehicles, including the number of available licences;
 - (b) invite persons to submit their name for a business licence to transport passengers in a horsedrawn vehicle and the number of licences being requested; and
 - (c) randomly select from the persons who have submitted their names pursuant to subsection (1)(b), persons to apply for a business licence to transport passengers in a horsedrawn vehicle until all available licences have been allocated.
- (2) If within 30 days following the selection of persons pursuant to subsection (1)(c) the number of licences issued falls below the limit described in section 19(1), the Licence Inspector may randomly select from the persons remaining following the selection of persons pursuant to subsection (1), persons to apply for a business licence to transport passengers in a horsedrawn vehicle until all available licences have been allocated, notwithstanding any provision in this Bylaw to the contrary.

Removing excrement of horses

- 21 Each sightseeing vehicle licensee must cause any excrement dropped by a horse used in the operation of that licensee's horsedrawn vehicle to be immediately removed from the street and lawfully disposed of.

Care and stabling of horses

- 22 (1) A sightseeing vehicle licensee may use a horse in the operation of a horsedrawn vehicle only if that horse is stabled outside of the City.
- (2) For each horse used in the operation of a horsedrawn vehicle, a sightseeing vehicle licensee must, at its cost and by the first Monday of the month of March of each year for which a sightseeing vehicle licence is issued
- (a) cause the horse to be thoroughly examined by a qualified registered veterinarian, to determine whether the horse is fit to be so used,

- (b) provide to the Licence Inspector's satisfaction a copy of the registered veterinarian's certification that the horse is fit to be used for the operation of a horsedrawn vehicle,
 - (c) request the SPCA to conduct an evaluation of the living conditions of the horse, and to confirm in writing and in the form prescribed from time to time by the SPCA that such conditions are not likely to cause the horse to be in distress, and
 - (d) provide to the Licence Inspector's satisfaction a copy of the written confirmation from the SPCA that the horse's living conditions are not likely to cause the horse to be in distress.
- (3) For each horse used in the operation of a horsedrawn vehicle, a sightseeing vehicle licensee must, at its cost and by the first Monday of the month of August of each year for which a sightseeing vehicle licence is issued
- (a) cause the horse to be thoroughly examined by a qualified registered veterinarian, to determine whether the horse is fit to be so used, and
 - (b) provide to the Licence Inspector's satisfaction a copy of the registered veterinarian's certification that the horse is fit to be used for the operation of a horsedrawn vehicle.

Restricted areas and times for operation of horsedrawn vehicles

- 23 (1) A horsedrawn vehicle may be operated only within the area outlined on the map in Schedule B.
- (2) A person must not operate a horsedrawn vehicle between 4:00 p.m. and 5:00 p.m. on any day from Monday to Friday in the following areas:
- (a) Superior Street between Menzies and Douglas Streets;
 - (b) Southgate Street between Douglas and Quadra Streets;
 - (c) Douglas Street between Michigan and Belleville Streets.
- (3) A person must not operate a horsedrawn vehicle on any day from Monday to Friday that is not a holiday within the shaded area shown on the map in Schedule B between the hours of
- (a) 7:00 a.m. and 9:00 a.m., or
 - (b) 3:30 p.m. and 5:30 p.m.
- (4) A person must not operate a horsedrawn vehicle between 1/2 hour after sunset and 1/2 hour before sunrise.

- (5) Despite subsection (4), if the horsedrawn vehicle is equipped with headlamps and turn signal devices that meet the requirements for motor vehicles established under the *Motor Vehicle Act* a person may operate
 - (a) a horsedrawn carriage between 1/2 hour after sunset and midnight, or
 - (b) a horsedrawn wagon between 1/2 hour after sunset and 10:30 p.m.
- (6) A sightseeing vehicle licensee must not load or unload horses into a vehicle in James Bay except at the location commonly known as Ogden Point.

Parking horsedrawn vehicles

- 24 (1) A person must not park a horsedrawn vehicle on a street except
 - (a) at a parking stand described in and allocated in accordance with this Bylaw, or
 - (b) as may be permitted under the Streets and Traffic Bylaw.
- (2) Council may by resolution, allocate the Parking Stands identified in Schedule C of this Bylaw, and establish the annual fee payable for the stand allocation.
- (3) A person may park a vehicle in a parking stand described in Schedule C only if the vehicle is a licensed sightseeing vehicle of a sightseeing vehicle licensee allocated a stand in accordance with subsection 2.

The sightseeing vehicle licensees allocated a stand in accordance with subsection 2 must rotate their use of the parking stands described in column 1 of the table in Schedule C on a daily basis.

- (4) A person allocated a parking stand ~~in accordance with this Bylaw described in Schedule C~~ must enter into an agreement with the City in the form attached as Schedule E to this Bylaw and pay to the City the rental fee for the stand set out by resolution of the Council.
- (5) A person allocated a parking stand in accordance with Schedule C must not operate more than 4 horsedrawn wagons at any time from that stand. 18-059

Displaying name on horsedrawn vehicles

- 25 1) A person must not transport passengers in a horsedrawn vehicle unless the name of the sightseeing vehicle licensee or permit holder is visibly and legibly displayed on the vehicle.
- 2) Each operator of a horsedrawn carriage must ensure that the horse while transporting passengers has displayed on it an identification number which is visible and legible.

- 3) This identification number must correspond with the name, description and health record of the horse and is to be provided to the licensing officer and SPCA at the beginning of the season.

PART 5 – HORSEDRAWN VEHICLE CRUISE SHIP TOUR PERMITS

Cruise Ship Permit applications

- 26 (1) Despite section 3(1), a sightseeing vehicle licensee may operate a horsedrawn vehicle that is not a licensed sightseeing vehicle if the person holds a valid Cruise Ship Tour Permit issued by the Director of Engineering.
- (2) A person must apply for a Cruise Ship Tour Permit to the Director of Engineering at least 24 hours in advance of the tour for which the permit is to be used.
- (3) The Director of Engineering may issue a Cruise Ship Tour Permit if the applicant for the permit provides the following information:
 - (a) a description of the horsedrawn vehicle to be used;
 - (b) the time and date of the tour;
 - (c) the name of the cruise ship from which the vehicle will load passengers;
 - (d) the name of the booking agent for the use of the vehicle;
 - (e) the number of passengers to be loaded onto the vehicle;
 - (f) the vehicle's proposed route.
- (4) An applicant must pay a \$15 application fee for each Cruise Ship Tour Permit.
- (5) If the operation of a horsedrawn vehicle under a Cruise Ship Tour Permit could reasonably be expected to result in traffic congestion, to interfere with access to or from a street, or to interfere with public safety, the Director of Engineering may
 - (a) request that an alternative route be used, or
 - (b) if an alternative route is unavailable because of similar concerns with traffic congestion, street access, or public safety, refuse to issue the Cruise Ship Tour Permit at the time and date proposed.
- (6) A sightseeing vehicle licensee may not obtain more than 6 Cruise Ship Tour Permits for any one cruise ship arrival.

Cruise Ship Permit conditions

- 27 A person operating a horsedrawn vehicle under a Cruise Ship Tour Permit must
- (a) only transport passengers who have reserved in advance for the tour,
 - (b) use the route approved by the Director of Engineering,
 - (c) only load passengers disembarking from a cruise ship at the location commonly known as Ogden Point, and
 - (d) immediately produce the permit for inspection by a Bylaw Officer or police officer upon request.

PART 6 – HORSEDRAWN VEHICLE SPECIAL EVENT PERMITS**Special Event Permit applications**

- 28 (1) Despite sections 3(1) and 23(1), a person may use a horsedrawn vehicle to transport passengers for a special event if the person holds a valid Special Event Permit issued by the Director of Engineering for that horsedrawn vehicle and that event.
- (2) A person must apply for a Special Event Permit to the Director of Engineering at least 24 hours in advance of the event for which the permit is to be used.
- (3) The Director of Engineering may issue a Special Event Permit if the applicant for the permit provides the following information:
- (a) if the applicant is not a sightseeing vehicle licensee, proof of valid liability insurance against any claims arising from the ownership or operation of the sightseeing vehicle in the amount of at least \$5,000,000,
 - (b) the time and date of the event,
 - (c) the nature of the event,
 - (d) the type of horsedrawn vehicle to be used, and
 - (e) the vehicle's proposed route.
- (4) An applicant must pay a \$15 application fee for each Special Event Permit.
- (5) If the operation of a horsedrawn vehicle under a Special Event Permit could reasonably be expected to result in traffic congestion, to interfere with access to or from a street, or to interfere with public safety, the Director of Engineering may
- (a) request that an alternative route be used, or

- (b) if an alternative route is unavailable because of similar concerns with traffic congestion, street access, or public safety, refuse to issue the Special Event Permit at the time and date proposed.

Special Event Permit conditions

- 29 A person operating a horsedrawn vehicle under a Special Event Permit must
- (a) only transport passengers who have reserved in advance for the event,
 - (b) use the route approved by the Director of Engineering,
 - (c) not load, unload or transport passengers within James Bay
 - (d) cause any excrement dropped by a horse used in the operation of that horsedrawn vehicle to be immediately removed from the street and lawfully disposed of, and
 - (e) immediately produce the permit for inspection by a Bylaw Officer or police officer upon request.

PART 7 – PARKING MOTOR VEHICLES AND PASSENGER POWERED VEHICLES

Parking motor vehicles and passenger powered vehicles

- 30 (1) A person must not park a sightseeing vehicle that is a motor vehicle or a passenger powered vehicle in the area lying within the boundaries formed on the
- (a) north by Johnson Street,
 - (b) east by the east side of Cook Street,
 - (c) south by the south and southwest sides of Dallas Road, and
 - (d) west by that part of Victoria Inner Harbour which extends from the Johnson Street Bridge to the northerly extension of Dallas Road from its intersection with Erie Street.
- (2) Subsection (1) does not apply to the parking of a sightseeing vehicle that is a motor vehicle or a passenger powered vehicle
- (a) in a parking stand described in and allocated in accordance with Schedule D,
 - (b) in a Hotel Zone in accordance with a permit issued under the Streets and Traffic Bylaw, or
 - (c) within a parking stand that is designated as a parking stand for sightseeing vehicles that are motor vehicles.

(3) A person may park a sightseeing vehicle in a parking stand described in Schedule D only if the vehicle is a licensed sightseeing vehicle of the sightseeing vehicle licensee to whom the parking stand is allocated and only in the parking stand allocated to that licensee.

(3)(4) A person allocated a parking stand described in Schedule D must enter into an agreement with the City in the form attached as Schedule F to this Bylaw and pay to the City the rental fee for the stand established by the Director of Engineering pursuant to section 31.

Sightseeing Vehicle Parking Stand and rental fees

~~31 Council may by resolution, allocate the Parking Stands identified in Schedule D of this Bylaw, and establish the annual fee payable for the stand allocation”.~~

Motor sightseeing vehicle parking stand allocation – Delegation

31 (1) Council delegates to the Director of Engineering the authority to allocate the parking stands identified in Schedule D of this Bylaw and establish the annual fee payable for the stand allocation, in accordance with the conditions set out in this section.

(2) If a parking stand identified in Schedule D is no longer allocated to a sightseeing vehicle licensee in accordance with section 30(4), the Director of Engineering may

- (a) advertise the availability of any parking stands,
- (b) invite persons to submit an application for a parking stand in the form established by the Director of Engineering, which form must specify the evaluation criteria prescribed by subsection (3), and
- (c) allocate parking stands to applicants pursuant to paragraph (b) based on the highest score on the evaluation criteria prescribed in subsection (3).

(3) The evaluation criteria for parking stand applicants pursuant to this section is as follows:

- (a) 35% - parking stand and sales location optimization, based on service offering and schedule of use;
- (b) 10% - nuisance mitigation measures, based on efforts to minimize noise, nuisance and other impacts on the community and visitors;
- (c) 30% - proposed monthly rent for the use of the parking stand; and
- (d) 25% - alignment with City objectives, based on City’s accessibility, mobility, tourism, and emissions reduction objectives.

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(4) For certainty, the Director of Engineering is under no obligation to allocate any or all available parking stands identified in Schedule D if

(a) after conducting the process detailed in subsection (2), in the Director's opinion the City would not derive sufficient benefit from any of the proposals submitted; or

(b) it is not in the public interest to assign one or more of the parking stands because of:

(i) proposals under consideration that may affect the stands, or

(ii) preparation of changes to this Bylaw.

(5) The Director of Engineering is authorized to execute the agreement in the form of Schedule F if a parking stand allocation has been approved pursuant to this section.

Termination, amendment, or renewal of motor sightseeing parking stand agreement

32 Council delegates to the Director of Engineering the authority to exercise on behalf of the City any rights in any agreement related to use or occupation of the parking stands identified in Schedule D, and to enter into new agreements to

(a) change, add, or remove a sub-licensee,

(b) renew or extend the term of the initial agreement, or

(c) terminate an initial agreement,

provided that the conditions of doing so under the initial agreement are satisfied and the form of any new agreement is approved by the City Solicitor.

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Repealed

32 Repealed

Repealed

33 Repealed

PART 8 - TAXIS

Division 1 – Taxi Drivers' Permits

Repealed

Sections 34 to 39 inclusive repealed

Division 2 – Licences

Repealed

Sections 40 to 50 inclusive repealed

Division 3 – Licence Holders' Duties

Repealed

Sections 51 to 57 inclusive repealed

Division 4 – Taxi Meters

Repealed

Sections 58 to 63 inclusive repealed

Division 5 – Operation of Taxi

Repealed

Sections 64 to 74 inclusive repealed

PART 9 - GENERAL PROVISIONS

Severability

75 Each provision of this Bylaw is intended to be independent of and severable from its other provisions so that the invalidity of any portion of the Bylaw does not affect the validity or enforceability of any other portion.

Offences and penalties

- 76 (1) A person commits an offence and is subject to the penalties imposed by this Bylaw, the Ticket Bylaw and the *Offence Act* if that person
- (a) contravenes a provision of this Bylaw,
 - (b) consents to, allows, or permits an act or thing to be done contrary to this Bylaw, or
 - (c) neglects or refrains from doing anything required by a provision of this Bylaw.

- (2) Each day that a contravention of a provision of this Bylaw occurs or continues shall constitute a separate offence.
- (3) The minimum penalty for a contravention of a provision of this Bylaw is a fine of \$100.

Repeal

77 Bylaw No. 96-27, the Vehicles For Hire Bylaw, is repealed.

READ A FIRST TIME the	10 th	day of	July	2003
READ A SECOND TIME the	10 th	day of	July	2003
READ A THIRD TIME the	10 th	day of	July	2003
ADOPTED on the	24 th	day of	July	2003

"ROBERT G. WOODLAND"
CORPORATE ADMINISTRATOR

"ALAN LOWE"
MAYOR

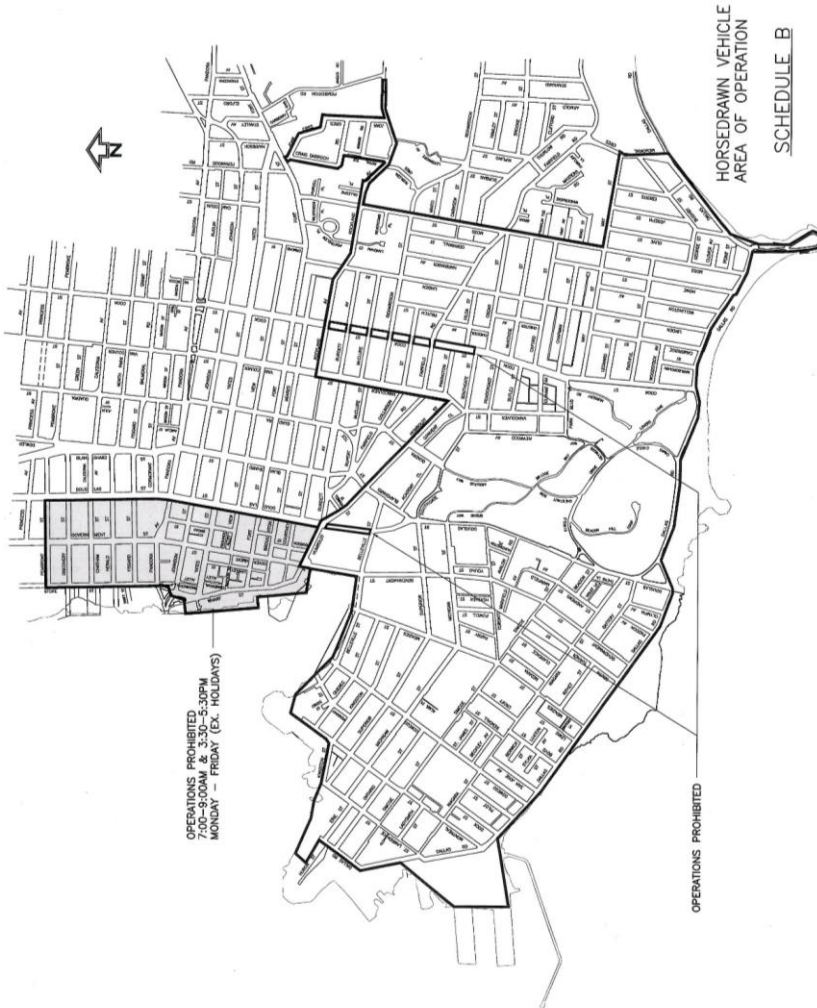
Schedule A

Map for Pedicab Area of Operation (Section 15)



Schedule B

Map for Horsedrawn Vehicle Area of Operation (Section 23(1))



Schedule C

Horsedrawn Sightseeing Vehicle Parking Stands

<u>Column 1 - Parking Stand Locations</u>	<u>Column 2 - Sales Locations</u>
<p>Parking Stand 1</p> <p>the west side of Menzies Street, a distance of 25 m measured southerly from a point 4.9 m south of the south property line of Belleville Street</p>	<p>Parking Stand 1 Sales Location</p> <p>the sidewalk on the north side of Belleville Street a distance of 21.7 m measured westerly from the northerly lateral extension of the east property line of Menzies Street.</p>
<p>Parking Stand 2</p> <p>the east side of Menzies Street, a distance of 25 m measured southerly from a point 18.3 m south of the south property line of Belleville Street</p>	<p>Parking Stand 2 Sales Location</p> <p>the sidewalk on the southwest corner of the intersection of Belleville and Menzies Streets at least 1.5 m from that part of the street that is used for vehicles.</p>
<p>Parking Stand 3</p> <p>the west side of Menzies Street, a distance of 25 m measured southerly from a point 29.9 m south of the south property line of Belleville Street</p>	<p>Parking Stand 3 Sales Location</p> <p>the sidewalk on the southeast corner of the intersection of Belleville and Menzies Streets at least 1.5 m from that part of the street that is used for vehicles.</p>

Schedule D**Motor Sightseeing Vehicle Parking Stands**

<u>Parking Stands</u>
Parking Stand 1 - The east side of Government Street, a distance of 21.4 m measured northerly from a point 68.4 m north of the north property line of Belleville Street
Parking Stand 2 - The east side of Government Street, a distance of 21.4 m measured northerly from a point 39.5 m north of the north property line of Belleville Street
Parking Stand 3 - The north side of Belleville Street, a distance of 14 m measured westerly from a point 45.3 m west of the northerly lateral extension of the west property line of Menzies Street
Parking Stand 4 - The north side of Belleville Street, a distance of 14 m measured westerly from a point 63.5 m west of the northerly lateral extension of the west property line of Menzies Street

Schedule D

Motor Sightseeing Vehicle Parking Stands

<u>Column 1 – Parking Stand Locations</u>	<u>Column 2 – Sales Locations</u>
<p><u>Parking Stand 1</u></p> <p>The east side of Government Street, a distance of 21 m measured northerly from a point 64.0 m north of the north property line of Belleville Street</p>	<p><u>Sales Location 1</u></p> <p>The east side of Government Street, a distance of 2 m measured northerly from a point 96.1 m north of the north property line of Belleville Street</p>
<p><u>Parking Stand 2</u></p> <p>The east side of Government Street, a distance of 21.6 m measured northerly from a point 34.8 m north of the north property line of Belleville Street</p>	<p><u>Sales Location 2</u></p> <p>The east side of Government Street, a distance of 2 m measured northerly from a point 94.1 m north of the north property line of Belleville Street</p>
<p><u>Parking Stand 3</u></p> <p>The north side of Belleville Street, a distance of 14 m measured westerly from a point 65.9 m west of the northerly lateral extension of the west property line of Menzies Street</p>	<p><u>Sales Location 3</u></p> <p>The north side of Belleville Street, a distance of 2 m measured westerly from a point 97.1 m west of the northerly lateral extension of the west property line of Menzies Street</p>
<p><u>Parking Stand 4</u></p> <p>The north side of Belleville Street, a distance of 14 m measured westerly from a point 47.9 m west of the northerly lateral extension of the west property line of Menzies Street</p>	<p><u>Sales Location 4</u></p> <p>The north side of Belleville Street, a distance of 2 m measured westerly from a point 55.9 m west of the northerly lateral extension of the west property line of Menzies Street</p>
<p><u>Parking Stand 5</u></p> <p>The east side of Government Street, a distance of 10 m measured northerly from a point 11.1 m north of the north property line of View Street</p>	<p><u>Sales Location 5</u></p> <p>The east side of Government Street, a distance of 2 m measured northerly from a point 18.8 m north of the north property line of View Street</p>
<p><u>Parking Stand 6</u></p> <p>The east side of Government Street, a distance of 12 m measured northerly from a point 26.1 m north of the north property line of View Street</p>	<p><u>Sales Location 6</u></p> <p>The east side of Government Street, a distance of 2 m measured northerly from a point 35.8 m north of the north property line of View Street</p>

NOTE: All Sales Locations must be 0.5m offset from curb

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Schedule E

Horsedrawn Vehicle Parking Stand Agreement

THIS AGREEMENT MADE AS OF _____.

BETWEEN:

THE CORPORATION OF THE CITY OF VICTORIA
#1 Centennial Square
Victoria, B.C. V8W 1P6
(the "City")

AND:

[NAME OF SIGHTSEEING VEHICLE LICENSEE]
(the "Licensee")

- A. ~~The City is the owner of a parking stand identified as Parking Stand _____ (the "Parking Stand") in Column 1 of Schedule C to the Vehicles for Hire Bylaw; The City is the owner of a parking stand identified as Parking Stand _____ (the "Parking Stand") in Column _____ of Schedule D to the Vehicles for Hire Bylaw No. 03-60 (the "Vehicles for Hire Bylaw") [or the City is the owner of the parking stands (the "Parking Stands") identified in Schedule C to the Vehicles for Hire Bylaw No. 03-60 (the "Vehicles for Hire Bylaw")];~~
- B. The Licensee has been issued a sightseeing vehicle licence (as defined in the Vehicles for Hire Bylaw) to load and transport passengers in a ~~horsedrawn~~horsedrawn sightseeing vehicle;
- C. The City has allocated the Parking Stand to the Licensee for the Licensee's use [or The City has granted to the Licensee permission to use the Parking Stands];
- D. The Vehicles for Hire Bylaw requires the Licensee to enter into this Agreement with the City as a condition of the Licensee using the Parking Stand[s].

THEREFORE in consideration of the fee paid by the Licensee to the City and the mutual promises contained in this Agreement, the City and the Licensee covenant and agree with each other as follows:

- 1.0 Right to Occupy** - The City, subject to the performance and observance by the Licensee of the terms, conditions, covenants and agreements contained in this Agreement, grants to the Licensee, for the Licensee and its employees, the right to occupy the Parking Stand[s] during the Licensee's hours of operation for the purposes of loading or unloading passengers from a licensed sightseeing vehicle and for parking a licensed sightseeing vehicle between daily sightseeing tours, and for no other purpose. For certainty, but without limiting the foregoing, the Licensee shall not park a sightseeing vehicle in a Parking Stand overnight.

- 2.0 Special Events** - Notwithstanding section 1 or any other provision in this Agreement to the contrary, the Licensee agrees it will not be permitted to occupy the Parking Stand[s] if, in the opinion of the Director of Parks, Recreation and Facilities for the City in his or her sole and absolute discretion, use of the Parking Stand[s] is required by the City for a special event or the Licensee's use of the Parking Stand[s] is incompatible with a special event occurring in the City. The Director of Parks, Recreation and Facilities will notify the Licensee, in writing, of the date and times the Parking Stand is required for a special event and the Licensee will not occupy the Parking Stand[s] on such days and during the times indicated.
- 3.0 Displacement for Capital Improvements** - Notwithstanding section 1 or any other provision in this Agreement to the contrary, the Licensee agrees it will not be permitted to occupy the Parking Stand[s] if, in the opinion of the Director of Engineering and Public Works for the City in his or her sole and absolute discretion, use of the Parking Stand[s] is required by the City in order to undertake capital improvements or the Licensee's use of the Parking Stand[s] is incompatible with capital improvements occurring in the vicinity of the Parking Stand[s]. The Director of Engineering and Public Works will notify the Licensee, in writing, of the date and times the Parking Stand[s] is required for capital improvements and the Licensee will not occupy the Parking Stand[s] on such days and during the times indicated.
- 4.0 Participation in Emissions Study** ~~[Schedule D parking stands only] - If requested to do so by the City, the Licensee agrees to have data logging devices supplied by the City installed on one or more of the licensed sightseeing vehicles approved in writing by the City to occupy the Parking Stand.[intentionally, deleted]~~
- 5.0 Reservation of Rights** - The City hereby reserves to itself from the grant and covenants made by it to the Licensee under section 1 above the right for the City, its agents, employees, contractors and subcontractors to have full and complete access to the Parking Stand[s] for any and all purposes.
- 6.0 Fee** - In consideration of the right to occupy the Parking Stand[s], the Licensee shall pay to the City the rental fee set out in the ~~Vehicles for Hire Bylaw~~ _____, such fee payable in advance on the 1st day of every month.
- 7.0 Maintenance** - The Licensee will keep the Parking Stand[s] free of any garbage or other refuse and otherwise in a state of cleanliness.
- 8.0 Insurance** - The Licensee will maintain insurance as follows:
- (a) The Licensee will take out and maintain during the term of this Agreement a policy of commercial general liability insurance against claims for bodily injury, death or property damage arising out of the use of the Parking Stand[s] in the amount of not less than five million (\$5,000,000) dollars per single occurrence or such greater amount as the City may from time to time designate, naming the City as an additional insured party thereto and will provide the City with a certificate of insurance prior to commencement of use of the Parking Stand[s].

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- (b) All policies of insurance shall contain a clause requiring the insurer not to cancel or change the insurance without giving the City thirty (30) days prior written notice.
- (c) If both the City and the Licensee claim to be indemnified under any insurance required by this Agreement, the indemnity shall be applied first to the settlement of the claim of the City and the balance, if any, to the settlement of the claim of the Licensee.

9.0 Indemnification - The Licensee releases and will indemnify and save harmless the City, its elected and appointed officials, employees and agents from and against all lawsuits, damages, costs, expenses, fees or liability that the City, the Licensee or anyone else may incur, suffer or allege by reason of this Agreement or the use of the Parking Stand[s] by the Licensee or its agents, employees, tenants and invitees.

10.0 Termination - If the Licensee is no longer allocated the Parking Stand[s] under the Vehicles for Hire Bylaw, then without further notice this Agreement shall lapse and be absolutely forfeited.

11.0 Suspension - If the Licensee:

- (a) fails to pay the rental fee prescribed by ~~the Vehicles for Hire Bylaw~~ this Agreement,
- (b) fails to comply with the provisions of the Vehicle for Hire Bylaw or any covenant, condition or agreement in this Agreement, or
- (c) ceases to be a sightseeing vehicle licensee as defined by the Vehicles for Hire Bylaw,

then the Licensee will, immediately upon written notice from the City, cease using the Parking Stand[s] until such breach or non-compliance has been remedied by the Licensee to the satisfaction of the City or until the Licensee obtains a sightseeing vehicle licence (as the case may be).

12.0 Regulations - The Licensee will comply promptly at its own expense with all provincial, federal and local government statutes, regulations and bylaws applicable to the use of the Parking Stand[s] by the Licensee, including without limitation the Vehicles for Hire Bylaw.

13.0 No Compensation - The Licensee will not be entitled to compensation for any loss or injurious affection or disturbance resulting in any way from the termination of this Agreement or the application of sections 2 or 3 of this Agreement.

14.0 Miscellaneous:

- (a) This Agreement will not be interpreted as granting any interest in the Parking Stand[s] to the Licensee.
- (b) The Licensee expressly agrees that his or her vehicles and their contents while parked in a Parking Stand[s] shall be at the risk of the Licensee.

- (c) The Licensee agrees the Parking Stand[s] may be occupied only by those licensed sightseeing vehicles approved by the City in writing to occupy the Parking Stand[s].
- (d) Waiver of any default by a party will not be interpreted or deemed to be a waiver of any subsequent default.
- (e) This Agreement will be construed in accordance with and governed by the laws applicable in the Province of British Columbia.
- (f) Nothing in this Agreement will be construed to create a relationship of partners, joint venturers, fiduciaries or any other similar relationship between the Licensee on the one hand and the City on the other.
- (g) Nothing contained or implied in this Agreement will derogate from the obligations of the Licensee under any other agreement with the City or prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions under all public and private statutes, bylaws, orders and regulations, which may be as fully and effectively exercised in relation to the Parking Stand[s] and the Licensee as if this Agreement had not been executed and delivered by the Licensee and the City. For certainty, the City may amend or repeal the Vehicles for Hire Bylaw and the allocation of the Parking Stand[s] and otherwise terminate this Agreement notwithstanding anything contained or implied in this Agreement.

IN WITNESS of its terms, the parties hereto have executed this Agreement.

Signed by **THE CORPORATION OF THE**)
CITY OF VICTORIA on the ____ day of)
____, ____ by its authorized signatories:)

Mayor)

Corporate Administrator)

Signed by the **[NAME OF SIGHTSEEING**)
VEHICLE LICENSEE] on the ____ day)
of _____, ____ by its authorized signatories:)

Authorized Signatory:)

Authorized Signatory:)

Schedule F

Motor Sightseeing Parking Stand Agreement

THIS AGREEMENT MADE AS OF _____.

BETWEEN:

THE CORPORATION OF THE CITY OF VICTORIA

1 Centennial Square Victoria, B.C. V8W 1P6

(the "City")

AND:

[NAME OF SIGHTSEEING VEHICLE LICENSEE]

(the "Licensee")

- A. The City is the owner of a parking stand (the "Parking Stand") identified as Parking Stand on Schedule D of the Vehicles for Hire Bylaw and that part of City sidewalk identified as the corresponding Sales Location for that Parking Stand in Column 2 of Schedule D (the "Sales Location");
- B. The Licensee has been issued a sightseeing vehicle licence (as defined in the Vehicles for Hire Bylaw) to load and transport passengers in a sightseeing vehicle;
- C. The City has allocated the Parking Stand and Sales Location to the Licensee for the Licensee's use; and
- D. The City requires the Licensee to enter into this Agreement with the City as a condition of the Licensee using the Parking Stand and Sales Location.

THEREFORE, in consideration of the fee paid by the Licensee to the City and the mutual promises contained in this Agreement, the City and the Licensee covenant and agree with each other as follows:

- 1.0 Right to Occupy – The City, subject to the performance and observance by the Licensee of the terms, conditions, covenants and agreements contained in this Agreement, grants to the Licensee, for the Licensee, its employees, and its invitees, the right to occupy the following during the hours of 8:00am and 6:00pm, unless approval has been obtained in writing from the City's Director of Engineering and Public Works (the "Director") for the Licensee to operate beyond those hours:

(a) The Parking Stand for the purposes of loading or unloading passengers from a licensed sightseeing vehicle and for parking a licensed sightseeing vehicle between daily sightseeing tours, and for no other purpose. For certainty, but without limiting the foregoing, the Licensee shall not park a sightseeing vehicle in a Parking Stand overnight without prior approval.

(b) The Sales Location for the purpose of setting up a movable podium in accordance with the Vehicles for Hire Bylaw to sell tickets for sightseeing tours, offer to transport passengers in licensed sightseeing vehicles, provide related promotional material, and for no other purposes. For certainty, but without limiting the foregoing, the Licensee shall remove the movable podium and all chattels from the Sales Location overnight.

2.0 Special Events & Improvements – The Licensee accepts and agrees to the following notwithstanding section 1 or any other provision in this Agreement to the contrary:

(a) The Licensee will not be permitted to occupy the Parking Stand and Sales Location if, in the opinion of the Director in their sole discretion, use of the Parking Stand or Sales Location is required by the City for a special event or the Licensee's use of the Parking Stand or Sales Location is incompatible with a special event occurring in the City. The Director will notify the Licensee, in writing, of the date and times the Parking Stand or Sales Location is required for a special event and the Licensee will not occupy the Parking Stand or the Sales Location on such days and during the times indicated.

(b) The City may direct the Licensee to temporarily relocate the Parking Stand and Sales Location to permit the City, its agents, employees, contractors and subcontractors, or other entities that possess a permit or other permission granted by the City, to undertake work that, in the sole discretion of the Director, necessitates said relocation, including without restriction capital improvements.

(c) For any closure or relocation pursuant to paragraph (a) or (b), with the exception of an emergency situation, the City will engage the Licensee at least five business days prior to any closure or temporary relocation anticipated to last longer than 72 hours to establish an alternative Parking Stand and Sales Location.

3.0 Reservation of Rights – The City hereby reserves to itself from the grant and covenants made by it to the Licensee under section 1 above the right for the City, its agents, employees, contractors and subcontractors to have full and complete access to the Parking Stand and Sales Location for any and all purposes.

4.0 Fee – In consideration of the right to occupy the Parking Stand and Sales Location, the Licensee shall pay to the City the rental fee of \$ _____ per month (plus GST) from April 1 – October 31, and \$ _____ per month (plus GST) for November 1 – March 31 (collectively,

the "Fee"), such Fee payable in advance on the 1st day of every month during the Term (as hereinafter defined).

5.0 Term – The term of the licence granted under this Agreement is two (2) years, commencing on the ___ day of ___ and ending on the ___ day of ___ (the "Term"), unless earlier terminated under this Agreement.

6.0 Option to Renew

(a) The Licensee may apply to the Director to renew this Agreement for one (1) period of two (2) years (the "Renewal Term"), and the Director may approve a renewal, in their sole discretion, provided that:

(i) the Licensee has not been in default for failure to pay any amounts hereunder and is not in default under the terms of the Agreement;

(ii) the Licensee has given the Director written notice of its wish to renew at least three (3) months and not more than six (6) months prior to the expiry of the Term; and

(iii) the Director has confirmed that the Parking Stand and Sales Location are not required for other City purposes during the Renewal Term.

(b) A renewal agreement pursuant to this section shall be on the same terms and conditions as contained in this Agreement, with the exception of this section 6, which will not be included.

7.0 Maintenance and Accessibility – The Licensee accepts and agrees to the following:

(a) The Licensee will keep the Parking Stand and Sales Location free of any garbage or other refuse and otherwise in a state of cleanliness.

(b) The Licensee will ensure that a minimum of two (2) metres of clear space on the sidewalk is maintained around the Sales Location at all times, including during periods of passenger embarkation and disembarkation.

(c) The Director may, at any time during the Term, notify the Licensee that it must take certain steps to mitigate the impact of its operations on the Parking Stand, Sales Location and surrounding area. The Licensee's use and benefit of the Parking Stand and Sales Location is subject to any requirements provided in these notices and the Licensee will work collaboratively with the City to promptly address any such impact.

8.0 Insurance – The Licensee will maintain insurance as follows:

- (a) Commercial general liability insurance against claims for bodily injury, death or property damage in the amount of not less than five million (\$5,000,000) dollars per single occurrence, naming the City as an additional insured and include a cross liability clause.
- (b) Automobile liability on all owned or leased vehicles in an amount not less than five million (\$5,000,000) dollars.
- (c) Professional liability in an amount not less than two million (\$2,000,000) dollars per claim.
- (d) All the foregoing insurance shall be primary and not require the sharing of any loss by any insurer of the City. The Licensee shall provide the City with a certificate of insurance prior to commencement of use of the Parking Stand and Sales Location evidencing all the required insurance.
- (e) All policies of insurance shall contain a clause requiring the insurer not to cancel or change the insurance without giving the City thirty (30) days prior written notice.
- (f) The Proponent shall require and ensure that any Permitted Sublicensee (as hereinafter defined) shall maintain liability insurance comparable to that required above.

9.0 Sub-Licence

- (a) The Licensee may grant a sublicense to share the use of the Parking Stand and Sales Location on the following conditions only:
 - (i) The Licensee sublicenses to no other parties except _____ (the "**Permitted Sublicensee**"), unless an addition or removal of a sub-licensee is approved by the Director in writing, in their sole discretion;
 - (ii) the sublicensee agrees in writing with the Licensee that the use of the Parking Stand and Sales Location by the Permitted Sublicensee is subject to the same terms and conditions as contained within this Agreement except for sections 4.0, 5.0, 6.0, and this section 9.0, and such agreement is provided to the Director; and
 - (iii) all sublicenses must expire on or before the end of the Term and automatically terminate upon termination of this Agreement.
- (b) The Licensee shall be responsible for ensuring that the Permitted Sublicensee observes and performs all the obligations of the Licensee under this Agreement.

which includes communicating all City directions and instructions pursuant to this Agreement to the Permitted Sublicensee, and any breach on the part of the Permitted Sublicensee shall be considered a breach by the Licensee.

- (c) No sublicense shall release or relieve the Licensee from the performance of all of its covenants, obligations and agreements under this Agreement.
- (d) Except as provided within this section, the Licensee shall not assign this Licence in whole or in part, nor sublicense the whole or any part of the Parking Stand or Sales Location, nor share possession thereof with any other person or organization, except with the prior written consent of the Director.
- (e) The Licensee may not collect from the Permitted Sublicensee in any year of the Term a cumulative amount greater than the total Fee for that year of the Term plus 10%, to cover administration costs, for use of the Parking Stand and Sales Location.

10.0 Indemnification – The Licensee releases and will indemnify and save harmless the City, its elected and appointed officials, employees and agents from and against all lawsuits, damages, costs, expenses, fees or liability that the City, the Licensee, a sublicensee, or anyone else may incur, suffer or allege by reason of this Agreement or the use of the Parking Stand or the Sales Location by the Licensee or its sublicensees, or either of their agents, employees, tenants and invitees.

11.0 Termination

- (a) If the Licensee is no longer allocated the Parking Stand under the Vehicles for Hire Bylaw, then without further notice this Agreement shall lapse and be absolutely forfeited.
- (b) If any of the following occurs, and if the default or problem continues for five (5) days after the giving of notice by the City to the Licensee, the City may terminate this Agreement and the rights of the Licensee with respect to the Parking Stand and Sales Location will cease:
 - (i) the Licensee is in default of a payment of any sum payable under this Agreement,
 - (ii) the Licensee is in breach of any provision of the Vehicles for Hire Bylaw or any covenant, condition or agreement in this Agreement,
 - (iii) the Licensee ceases to be sightseeing vehicle licensee as defined in the Vehicles for Hire Bylaw, or
 - (iv) in the opinion of the Director, the Licensee's passengers, passengers'

paraphernalia, vehicle exhaust or other elements related to the Licensee's business activities at the Parking Stand or Sales Location create a nuisance or otherwise impact the public's safety or enjoyment of the road or sidewalk.

12.0 Regulations – The Licensee will comply promptly at its own expense with all provincial, federal and local government statutes, regulations and bylaws applicable to the use of the Parking Stand and Sales Location by the Licensee, including without limitation the Vehicles for Hire Bylaw and the Capital Regional District's Idling Control Bylaw No.3533.

13.0 No Compensation – The Licensee will not be entitled to compensation for any loss or injurious affection or disturbance resulting in any way from the termination of this Agreement or the application of sections 2 or 3 of this Agreement.

14.0 Initial and Annual Reporting – The Licensee will:

(a) Prior to the commencement of the Term, submit to the City a plan which describes, to the satisfaction of the Director, how the Licensee will conduct its operations and handle passengers at and around the Parking Stand and Sales Location.

(b) Prior to the commencement of the Term, submit to the City the following details for each vehicle used at the Parking Stand pursuant to this Agreement:

(i) Vehicle Make

(ii) Vehicle Model

(iii) Model Year

(iv) VIN

(v) Registration Plate Number

(vi) A description of on-board safety features and equipment

(vii) Vehicle Capacity

(viii) Vehicle Accessibility Features

(ix) Confirmation that vehicle meets or exceeds 2010 tailpipe emissions standards established by the US Environmental Protection Agency.

(c) During the Term, every year, and not later than (90) ninety days prior to the anniversary of the commencement date of the Term, submit to the City an updated plan described in subsection (a), and an updated vehicle roster and the information described in subsection (b) that reflects any modifications in operations, including

modifications made pursuant to all notices provided to the Licensee pursuant to section 7.0(c) in the previous year.

15.0 Miscellaneous

- (a) This Agreement will not be interpreted as granting any interest in the Parking Stand or Sales Location to the Licensee.
- (b) The Licensee expressly agrees that their vehicles and the contents of such vehicles while parked in a Parking Stand, and their movable podium and chattels while in the Sales Location, shall be at the risk of the Licensee.
- (c) The Licensee agrees the Parking Stand may be occupied only by those licensed sightseeing vehicles approved by the City in writing to occupy the Parking Stand.
- (d) Waiver of any default by a party will not be interpreted or deemed to be a waiver of any subsequent default.
- (e) This Agreement will be construed in accordance with and governed by the laws applicable in the Province of British Columbia.
- (f) Nothing in this Agreement will be construed to create a relationship of partners, joint venturers, fiduciaries or any other similar relationship between the Licensee on the one hand and the City on the other.
- (g) Nothing contained or implied in this Agreement will derogate from the obligations of the Licensee under any other agreement with the City or prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions under all public and private statutes, bylaws, orders and regulations, which may be as fully and effectively exercised in relation to the Parking Stand and Sales Location and the Licensee as if this Agreement had not been executed and delivered by the Licensee and the City. For certainty, the City may amend or repeal the Vehicles for Hire Bylaw and the allocation of the Parking Stand and Sales Location and otherwise terminate this Agreement notwithstanding anything contained or implied in this Agreement.
- (h) This Agreement may be executed in counterparts and delivered by emailed PDF file, which will have the same effect as if all parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement.

IN WITNESS of its terms, the parties hereto have executed this Agreement.

Signed by **THE CORPORATION OF THE** _____)
CITY OF VICTORIA on the _____ day of _____)

_____ by its authorized signatory:)
_____)
_____)
_____)
Name: _____)
Director of Engineering and Public Works _____)

Signed by the **[NAME OF SIGHTSEEING** _____)
VEHICLE LICENSEE] on the _____ day _____)
of _____ by its authorized signatories: _____)
_____)
_____)
Authorized Signatory: _____)
_____)
_____)
Authorized Signatory: _____)

