



Consolidated August 30, 2011
CONSOLIDATED FOR CONVENIENCE PURPOSES
ONLY OF BYLAW 3309, 3466

CITY OF CAMPBELL RIVER
PROVINCE OF BRITISH COLUMBIA
BYLAW NO. 3309, 2007

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
1 TITLE	3
2 DEFINITIONS	3
3 APPLICATION AND EXEMPTIONS.....	7
3.1 Application	7
3.2 Exemptions	7
4 PERMITS, FEES AND INSPECTIONS	7
4.1 Requirements	7
4.2 Application for Permit.....	7
4.3 Permit Fee, Expiration and Refund	7
4.4 Inspections	8
4.5 Permit Issuance or Denial.....	8
5 PROHIBITED SIGNS	8
5.1 Prohibited Signs	8
6 SIGNS NOT REQUIRING A PERMIT.....	8
6.1 Community Event Signs.....	8
6.2 Community Organization Signs	9
6.3 Construction Site Signs	9
6.4 Home Based Business Signs	9
6.5 Identification Signs.....	9
6.6 Real Estate Signs - Temporary	9
6.7 Parking Signs.....	10
6.8 Political Campaign Signs	10
7 SIGNS REQUIRING A PERMIT.....	10
7.1 Awning/Canopy Signs.....	10
7.2 Directional Signs	11
7.3 Directory Signs.....	11
7.4 Fascia Signs.....	11
7.5 Flags and Strip Banners.....	12

7.6	Balloon Signs	12
7.7	Freestanding Signs.....	12
7.8	Portable Signs.....	13
7.9	Projecting Signs.....	13
7.10	Promotional Signs – Temporary.....	13
7.11	Marine Harbour Commercial Signs.....	13
7.12	Banner Signs.....	14
7.13	Electronic Signs.....	14
8	SIGN CONSTRUCTION	14
8.1	General	14
8.2	Approved Combustible Plastic.....	14
8.3	Other Combustible Material.....	15
8.4	Anchorage.....	15
8.5	Corrosion	15
8.6	Canopy Signs.....	15
9	SIGN OVER PUBLIC RIGHT-OF-WAY/MAINTENANCE.....	15
9.1	Sign over a Public Right-of-Way	15
9.2	Maintenance of Signs	15
10	REMOVAL OF SIGNS AND ENFORCEMENT	17
10.1	Abandoned Signs.....	17
10.2	Temporary Signs.....	17
10.3	Removal and Impoundment	17
11	PENALTY, SEVERABILITY AND ENACTMENT.....	17
11.1	Penalty	17
11.2	Severability.....	17
11.3	Repeal.....	17
	Schedule “A” to Sign Bylaw 3309, 2007.....	19
	Schedule “B” to Sign Bylaw No. 3309, 2007	21
	Schedule “C” to Sign Bylaw No. 3309, 2007	22



CITY OF CAMPBELL RIVER
PROVINCE OF BRITISH COLUMBIA
BYLAW NO. 3309, 2007

A BYLAW OF THE CITY OF CAMPBELL RIVER TO REGULATE THE NUMBER, SIZE, TYPE, FORM, APPEARANCE AND LOCATIONS OF SIGNS WITHIN THE CITY OF CAMPBELL RIVER

WHEREAS Council may by bylaw regulate the number, size, type, form, appearance and location of *signs* and make different provisions for different zones, for different uses within a zone and for different classes of highways;

AND WHEREAS it is deemed desirable:

- a) To protect the appearance of the various zones of the City of Campbell River from the effect of *signs* which may be inappropriate as to size, design or location;
- b) To protect the public from the effects of commercial and other *signs* that conflict with traffic *signs* and lights erected for the direction of vehicular and pedestrian traffic and to prevent the confusion which may arise from the undue conflict of commercial and other *signs*;
- c) To protect the public from the dangers of *signs* of unsafe construction and from the nuisance or hazard arising from improperly sited *signs*; and,
- d) To enable local commercial and industrial enterprises to clearly identify their places of business and to indicate to the extent permitted by this bylaw, the types and trade names of goods and services manufactured or sold on the premises.

THEREFORE the Council of the City of Campbell River in open meeting assembled enacts as follows:

1 TITLE

This Bylaw may be cited for all purposes as "**Sign Bylaw No. 3309, 2007**".

2 DEFINITIONS

In this Bylaw unless the context otherwise requires:

"Abandoned Sign"	means any <i>sign</i> which no longer serves its previously intended purpose or which is not maintained as required by this bylaw.
"Access Sign"	means a <i>sign</i> that directs vehicles into and out of Premises.
"Animated Sign"	means a <i>sign</i> which uses change of lighting to depict action or create effects or a pictorial scene, but does not include a digital <i>sign</i> displaying only time and temperature.
"Awning"	means a covering providing shelter supported directly from the exterior wall of a Building and composed of non-rigid materials except for the supporting framework.
"Awning/Canopy Sign"	means an <i>Identification Sign</i> painted or affixed flat to the surface of an Awning/Canopy which does not extend vertically or horizontally beyond the limits of such Awning/Canopy.

"Banner Sign"	means a <i>sign</i> composed of lightweight, non-rigid material such as cloth, canvas or similar fabric.
"Bench Sign"	means a <i>sign</i> forming part of or attached to a bench.
"Building Face"	means all individual wall areas of a building in one place or elevation.
"Bus Shelter Sign"	means a <i>sign</i> on a structure intended to shelter bus patrons and situated on land which adjoins a bus stop in ordinary use by buses operated by a public transit authority.
"Business Premise"	means that part of a building or a <i>parcel</i> owned or occupied for the conducting of a business.
"Canopy"	means a roofed structure, which may or may not be attached to, and supported by the building.
"City"	means the City of Campbell of River
"Clearance"	means the vertical distance between the lowest point of a <i>sign</i> and the grade immediately below the <i>sign</i> .
"Community Event Sign"	means a <i>sign</i> advertising a community event which is carried on by a not for profit organization, or the City, for the betterment of the community.
"Community Organization Sign"	means a <i>sign</i> directing attention to a religious, community, service club or similar organization.
"Construction Site Sign"	means a <i>sign</i> indicating the nature of construction or demolition proposed or in progress on a <i>parcel</i> .
"Copy Area"	means the area of a <i>sign</i> which encloses the advertising message or announcement and includes logos, borders and other like graphics.
"Directory Sign"	means a <i>sign</i> associated with drive-through facilities to provide menu options.
"Directional Sign"	means a permanent <i>sign</i> , which only communicates information regarding vehicular or pedestrian movement on the <i>parcel</i> on which it is located.
"Display"	means the construction, erection, installation, addition, repair, alteration or relocation of a <i>sign</i> .
"Electrical Sign"	means a <i>sign</i> that contains electrical wiring and requires attachment to an electrical energy source for the <i>sign's</i> proper operation.
"Electronic Message Board Sign"	means a <i>sign</i> which exhibits changing or moving effects at a constant intensity of illumination or a <i>sign</i> with moving letters, symbols or changing messages.
"Face of a Sign"	means a side where copy or artwork may be placed.

"Fascia Sign"	means a flat <i>sign</i> affixed, painted or inscribed on the face or wall of a Building.
"Flashing Sign"	means a <i>sign</i> which contains an intermittent, flashing, or oscillating light source or which includes the illusion of intermittent, flashing, or oscillating light by means of animation, and may involve moving lights or beacons.
"Freestanding Sign"	means a <i>sign</i> standing apart from a building supported by an independent structure and affixed to the ground and that is not a <i>temporary sign</i> .
"Frontage"	means the length of the property line of a <i>parcel</i> of land abutting a public street excluding a lane.
"Grade"	means the average natural ground surface elevation at the <i>sign</i> location.
"Ground Sign"	means a freestanding <i>sign</i> that does not exceed 1.83 m (6 ft) in height.
"Height of a Sign"	means the vertical distance measured from the highest point of the <i>sign</i> to the grade elevation directly below the <i>sign</i> .
"Identification Sign"	means a <i>sign</i> containing only the specific or generic name of a business, its logo, address, phone number and hours of operation.
"Inspector"	means the Building Inspector of the City, or designated representative.
"Mansard Sign"	means a <i>sign</i> attached to the lower portion of a mansard roof.
"Marquee Sign"	means a <i>sign</i> suspended from the underside of and entirely under, a canopy or mansard.
"Obsolete Sign"	means a <i>sign</i> which refers to an activity, use, product or business which is no longer carried out or is no longer marketed at the premises on which the <i>sign</i> is displayed.
"Off Premise Sign"	means a <i>sign</i> which directs attention to a business, commodity, service, entertainment or thing not related to or located on the <i>parcel</i> on which the <i>sign</i> is located.
"Owner"	means any person, corporation or agent controlling the premises on which a <i>sign</i> is located.
"Parcel"	means any lot, block or other area in which land is held or into which it is subdivided, but does not include a highway.
"Parking Sign"	means a <i>sign</i> directing or attracting traffic to Premises, business or parking area.
"Political Sign"	means a <i>sign</i> containing only messages relating to a public election or referendum.
"Portable Sign"	means a <i>sign</i> not permanently affixed to the ground or building.
"Projecting Sign"	means a <i>sign</i> other than a canopy, awning or fascia <i>sign</i> , which is attached to and projects from a structure or building face.

"Promotional Sign"	means a temporary <i>sign</i> advertising a promotion, new business premise or advertising the change in use or ownership of a business premise.
"Real Estate Sign"	means a <i>sign</i> indicating that the parcel or business premise on which it is located is for sale, rent or lease.
"Roof Line"	means the line made by the intersection of the wall of the building with the roof of the building, including a false roof.
"Roof Sign"	means a <i>sign</i> erected on top of the roof or parapet of a building or structure or wholly or partly above a roof line of a building.
"Rotating Sign"	means a <i>sign</i> or portion of a <i>sign</i> , which moves in a revolving or turning manner.
"Sign"	means a structure, natural object, thing or painting or representation on any of them, (a) used as or in the nature of, an announcement, direction or advertisement and (b) intended to attract attention to an object, product, place, activity, person, institution, organization or business.
"Sign Area"	means the total area within the outer edge of the frame or border of a <i>sign</i> , but where a <i>sign</i> has no frame or border or background, means the area contained within the shortest line surrounding the copy. Where a <i>sign</i> has more than one side, the <i>sign</i> area is the total of the <i>sign</i> area on all sides, unless otherwise specified.
"Subdivision Identification Sign"	means a freestanding <i>sign</i> identifying only the name and location of a subdivision.
"Temporary Sign"	means a <i>sign</i> displayed for a limited period of time in accordance with this bylaw.
"Time and Temperature Digital Sign"	means a <i>sign</i> in which the time, temperature or time and temperature are displayed by artificially illuminated digits.
"Vehicle Sign"	means a <i>sign</i> attached to, placed in or on a vehicle or trailer but excludes <i>signs</i> printed on public transportation vehicles and also excludes a <i>sign</i> printed on a vehicle or taxi which state only the name of the business, its logo, address and phone number of the business that is associated to the vehicle.

3 APPLICATION AND EXEMPTIONS

3.1 Application

- a) No *sign* shall be erected, placed or displayed within the City except in conformity with the provisions of this bylaw.
- b) *Signs* that are not specifically permitted in this bylaw are prohibited.
- c) Nothing in this bylaw relieves a person from complying with all other applicable enactments, including Federal and Provincial legislation and all City bylaws.
- d) The application of this bylaw to *signs* may be affected or varied by a development permit or development variance permit issued by the City.
- e) No *sign* shall be displayed that is not placed entirely on private property and shall be displayed in such a manner as to not encroach on or over any highway or other public right-of-way, except as permitted under Sections 7.1, 7.4 & 7.9 of this Bylaw.
- f) No *sign* shall be displayed except on the Premises on which is located the activity, use, product or business that the *sign* is intended to advertise, identify, give information on or attract attention to , except as permitted under Sections 6.1 & 7.2 of this Bylaw.

3.2 Exemptions

- a) Any *sign* lawfully in existence at the time of adoption of this bylaw, although such *sign* does not conform with the provisions of this bylaw, may continue to be used, provided it is maintained in a clean and structurally safe condition.
- b) Any *sign* lawfully in existence at the time of adoption of this bylaw shall not be reconstructed, altered or moved except in conformity with the provisions of this bylaw.
- c) Notwithstanding any other provisions of this bylaw, the following types of *signs* are exempt from this bylaw:
 - i) *Signs* on or over City streets for the control of traffic and parking or for street names or directions and administered by the City Engineer;
 - ii) Traffic control devices under the Motor Vehicle Act of British Columbia;
 - iii) Notices issued by the City, the Government of British Columbia or the Government of Canada;
 - iv) Political *signs*;
 - v) Bench *signs* and bus shelter *signs* intended for public convenience and administered by the Corporate Services Director or Designate.
 - vi) Notices in accordance with the City's Planning Procedures Bylaw.

4 PERMITS, FEES AND INSPECTIONS

4.1 Requirements

No person shall display any *sign* or change the copy area of a *sign* or change any part of the structural elements or lighting of any *sign*, without first making application for and obtaining a permit therefore, unless specifically exempted from permit requirements by this bylaw.

4.2 Application for Permit

Every applicant for a permit shall provide to the City a completed application for a permit in the form attached as Schedule "A".

4.3 Permit Fee, Expiration and Refund

- a) Every applicant for a *sign* permit shall pay to the City, at the time of such application, the applicable fee as set out in Schedule "B".

- b) Every permit issued hereunder shall expire if construction of the *sign* on the parcel is not commenced within a six-month period from date of issuance.
- c) If a permit is issued and subsequently expires, no refund will be allowed. The owner may cancel an application by written request to the Inspector. If a permit is cancelled prior to expiration and no work has commenced, a refund of the application fund will be issued less a 25% administration fee.

4.4 Inspections

- a) Building Inspectors and Bylaw Enforcement Officers are hereby authorized to enter on property at all reasonable times, in accordance with section 16 of the *Community Charter*, to inspect and determine whether the regulations, prohibitions and requirements of this bylaw are being met.
- b) Every person displaying a *sign* for which a permit is required shall obtain inspections of the *sign* if so determined by the City.
- c) All *signs* provided with electrical connections shall have a provincial electrical permit which shall be produced to the City at the time of final inspection by the City.

4.5 Permit Issuance or Denial

- a) No permit shall be issued for a proposed *sign* which does not comply with all Provincial statutes, regulations and City bylaws.
- b) No permit shall be issued for any *sign* where:
 - i) the building or structure to which the *sign* is or is to be attached is incapable of supporting the *sign*, or;
 - ii) the information submitted regarding the construction of the building or structure to which a *sign* is to be attached is insufficient to allow a determination of the capability of the building or structure to support the *sign*.

5 PROHIBITED SIGNS

5.1 Prohibited Signs

- a) The following *signs* are specifically prohibited:
 - i) animated *signs*;
 - ii) *signs* mounted or supported on a balcony or roof deck or roof of a canopy;
 - iii) flashing *signs*;
 - iv) off-premise *signs* except as described in Sections 6.1 & 7.2;
 - v) rotating *signs*;
 - vi) roof *signs*;
 - vii) vehicle *signs*;
 - viii) *signs* equipped with flashing, oscillating or moving devices or which have emissions whether audible, visual or otherwise; and,
 - ix) *signs* which obstruct a parking space or utilize such parking space for purposes of locating a *sign*.
- b) No more than three (3) *signs* per business premise frontage are permitted from the categories of freestanding *sign*, fascia *sign*, awning *sign* or projecting *sign*.

6 SIGNS NOT REQUIRING A PERMIT

Notwithstanding Section 7, a permit is not required for the following types of *signs*, provided that the following regulations are complied with:

6.1 Community Event Signs

- a) The *sign* area of a *community event sign* shall not exceed 2.97m² (32 sq. ft.) and the height shall not exceed 2.13 m (7 ft.).

- b) *Community event signs* shall only be freestanding, fascia or projecting *signs*.
- c) No more than one (1) *community event sign* shall be permitted per parcel.
- d) *Community event signs* shall not be erected prior to thirty (30) days before the date of the community event and must be removed no later than seven (7) days following the date of the community event.

6.2 Community Organization Signs

- a) The *sign* area of a *community organization sign* shall not exceed 1.5m² (16 sq. ft.) per side and the height shall not exceed 2.13 m (7 ft).
- b) *Community organization signs* shall only be freestanding or fascia *signs*.
- c) No more than one (1) *community organization sign* shall be permitted per parcel.

6.3 Construction Site Signs

- a) The *sign* area of a *construction site sign* shall not exceed 2.97m² (32 sq. ft.) and the height shall not exceed 2.13 m (7 ft) on a parcel other than for a single family dwelling or a duplex.
- b) The *sign* area of a *construction site sign* shall not exceed 1.5m² (16 sq. ft.) and the height shall not exceed 2.13 m (7 ft) on a parcel of a single family dwelling or duplex.
- c) No more than two (2) *construction site signs* shall be permitted on a parcel and illumination shall only be from an exterior source.
- d) A *construction site sign* shall contain only the name of the developers, architects, engineers, consultants and contractors for the construction on the site. It may also advertise the names of the future tenants, or other occupants, or provide notice to contractors working in the area.
- e) *Construction site signs* shall be removed within one (1) month of receiving an occupancy permit for the building.

6.4 Home Based Business Signs

Home Based Business *Signs* are permitted only on the premises where such activity is permitted under the City's Zoning Bylaw. The *sign* may have two (2) faces. The *sign* area of any one face shall not exceed 0.37m² (4 sq. ft.). The height of the *sign* shall not exceed 1.22 m (4 ft.). The *sign* may be illuminated but only by means of a light source external to and directed at the *sign*.

6.5 Identification Signs

- a) The *sign* area of an *identification sign* shall not exceed 0.37m² (4 sq. ft.).
- b) *Identification signs* shall only be fascia *signs* and shall be mounted only at an entrance of a business premise.
- c) No more than two (2) *identification signs* shall be permitted per business premise.

6.6 Real Estate Signs - Temporary

- a) The *sign* area of a *real estate sign* displayed on a single family residential parcel shall not exceed 0.93m² (10 sq. ft.) and the height shall not exceed 1.83 m (6 ft).
- b) The *sign* area of a *real estate sign* displayed on a commercial industrial, multi-family residential parcel, or displayed on a subdivision development, shall not exceed 2.97m² (32 sq. ft.) and the height shall not exceed 3.05 m (10 ft). However, for a parcel with a site area exceeding 1.0 ha. (2.47 acres), the *sign* area shall not exceed 9.29m² (100 sq. ft.), or 13.94m² (150 sq. ft.) if the *sign* is more than one-sided and shall not exceed 6.1 m (20 ft) in height.
- c) *Real estate signs* must not be illuminated.
- d) No more than one (1) *real estate sign* shall be permitted per strata unit or parcel except that for a parcel with a site area exceeding 1.0 ha. (2.47 acres), two (2) freestanding *signs* are permitted.

- e) *Real estate signs* are permitted for a maximum period of 24 months, subject to renewal.

6.7 Parking Signs

Parking Signs shall not exceed 1.12m² (12 sq. ft.) in *sign* area and shall not exceed 2.13 m (7 ft.) in height. Two *parking signs* shall be permitted per business premise. The *sign* may be attached to a wall or to a fence. The copy area of the *sign* shall not exceed 33% of the *sign* area.

Amd Bylaw 3466 Aug 30/11

6.8 Political Campaign Signs

- a) Political Campaign *Signs* may have up to four (4) faces. The *sign* area of any one face shall not exceed 2.97m² (32 sq. ft.). The *sign* shall not exceed 2.13 m (7 ft) height.
- b) Political Campaign *Signs* for the purposes of a local government or school district election shall not be erected prior to the start of the nomination period and shall be removed not later than seven (7) days following the date of the election.
- c) Political Campaign *Signs* for the purposes of a federal or provincial election shall not be erected prior to an election writ being issued and shall be removed not later than seven (7) days following the date of the election.
- d) Political Campaign *Signs* for the purposes of a federal, provincial, local government or school district referendum shall not be erected prior to thirty (30) days before the date of a referendum and shall be removed not later than seven (7) days following the date of the referendum.
- e) Political Campaign *Signs* are not permitted on:
 - i) City or Provincial parks;
 - ii) Crown Lands;
 - iii) road right-of-way medians;
 - iv) on public property located along the east side of Highway 19A between 1st Avenue and Ocean Grove Road.

7 SIGNS REQUIRING A PERMIT

The following regulations apply specifically to the types of *signs* referred to in each section:

7.1 Awning/Canopy Signs

- a) The *sign* area of *awning/canopy signs* shall not exceed 20% of the area of the building face or business premise, to a maximum of 9.3m² (100 sq. ft.) per building face.
- b) Notwithstanding section 7.4, the combined total *sign* area of all *fascia signs* and *awning/canopy signs* shall not exceed 9.3m² (100 sq. ft.) per building face for a maximum of three building faces per building.
- c) *Awning/canopy signs* shall be not less than 2.44 m (8 ft) above the sidewalk.
- d) *Awning/canopy signs* shall be an integral part of the awning/canopy and not an attachment or addition.
- e) Where more than one business premise fronts a street under a single awning/canopy, there shall be not more than one *awning/canopy sign* for each business.
- f) One (1) under-*awning/canopy sign* with a maximum *sign* area of 0.37m² (4 sq. ft.) shall be permitted at each separate business premise entrance and shall not project beyond the front edge of the awning/canopy.
- g) The lowest portion of an under-*awning/canopy sign* shall be not less than 2.44 m (8 ft) above the sidewalk and it shall not be illuminated.
- h) An *awning/canopy sign* shall not project more than 1.5 m (5 ft) from the building

face to which it is attached or within 0.6m (2 ft) of any curb line or extend above the roofline of a building.

7.2 Directional Signs

- a) The *sign* area of a *directional sign* shall not exceed 0.75m² (8 sq. ft.) and the height shall not exceed 1.5 m (5 feet).
- b) No more than four (4) *directional signs* shall be permitted per business premise or parcel.
- c) *Directional signs* shall be located no closer than 1.5m (5 ft) from any property line.

7.3 Directory Signs

- a) The *sign* area of a *directory sign* shall not exceed 1.86m² (20 sq. ft.) and the height shall not exceed 2.13 m (7 feet).
- b) No more than two (2) *directory signs* shall be permitted per business premise.

7.4 Fascia Signs

The sign area of a *fascia sign* shall be the space between the lower and upper limits on the face of a building as defined in (a) & (b) below:

- a) The lower limit shall be the lintel or window head of the first storey, but in no case shall it be lower than 2.5m (8.2 ft) from the finished grade immediately below, except that *signs* which:
 - i) are located entirely over private property and are over a landscaped area or other restriction designed to keep pedestrian traffic away from the *sign*; or
 - ii) are entirely recessed within the wall or do not project more than 20.32cm (8.0 in) from the wall (e.g.: including but not limited to fascia signs that are painted wall *signs*);
- b) The upper limit shall be the top of the parapet or eave level of the wall or fascia to which the *signs* are affixed.
- c) The maximum *sign* area shall be 1.2m² (12.91 sq. ft.) per lineal metre (3.3 ft) of wall length of the wall to which the fascia *sign* is affixed.
- d) Only the frontage of the business on which the *sign* is located shall be used for *sign* area calculations.
- e) A *fascia sign* shall not project over public property more than 0.45m (1.5 ft).
- f) *Fascia signs* shall be located only on the wall of the building containing the business premises to which the *sign* refers. Where more than one business occupies a building, provision shall be made where feasible to provide *sign* space on the fascia of each such business by limiting each *sign* to the portion of the frontage containing the business referred to.
- g) When the flanking wall of a building faces onto an open space including a parking lot, which is part of the same parcel and such open space has a frontage of not less than 8.0m (26.2 ft) including a lane, a fascia *sign* shall be permitted on such flanking wall, provided such *sign* does not face onto a residence in the adjoining property. The *sign* area for such fascia *sign* shall be calculated as if such flanking wall has a frontage equivalent to the open space. In addition to the proceeding, the Inspector may permit the *display* of a *fascia sign* on the side of a building where, due to the angle of the building relative to the alignment of the street, the signage would be clearly visible to the street traffic.
- h) Businesses located in portions of the business premise not on street frontage shall be permitted signage on the street frontage of the business premises, provided that the *sign(s)* are located in conformity with other signage on the premises and the maximum allowable *sign* area for each building face is not exceeded.
- i) *Fascia signs* at the rear of properties are permitted adjacent to a lane provided that

the *sign* does not exceed 9.29m² (100 sq. ft.).

7.5 Flags and Strip Banners

- a) Except as provided in section 7.5(b), the total *sign* area of all flags on a business premise shall not exceed 9.3m² (100 sq. ft.).
- b) Flags and emblems of political, civic, philanthropic, educational or religious organizations with a *sign* area not exceeding 4.0m² (43 sq. ft.) shall be permitted and shall not require a *sign* permit.
- c) *Strip banners* must be attached to a lamppost. No more than two (2) strip banners are permitted per lamppost.

7.6 Balloon Signs

Balloon signs shall be permitted for a maximum of two occasions in any one year. The total number of days that the *sign* may be displayed, in either one or two occasions, is 30 days. More than one *sign* is permitted provided that all balloons are secured by a single anchor.

7.7 Freestanding Signs

- a) *Freestanding signs* shall not exceed in *sign* area 1.5% of the area of the parcel upon which they are situated to a maximum accumulated *sign* area of 24m² (258.3 sq. ft.)
- b) The number of *freestanding signs* on a parcel shall not exceed the greater of two for each street frontage, or one for each two premises located on the site, provided that the total number of freestanding *signs* on any site shall not exceed five.
- c) Where two or more *freestanding signs* are permitted on a street frontage, such *signs* shall be located no less than 30m (98.4 ft.) apart and shall not adversely affect visibility or sight lines for traffic accessing or egressing the property.
- d) *Freestanding signs* shall not project over public property.
- e) The minimum vertical clearance of a *freestanding sign* over:
 - i) driveways and other vehicular traffic areas shall be 4.5m (14.8 ft.);
 - ii) pedestrian areas shall be 2.13m (7 ft.).
- f) Notwithstanding the provisions of this subsection (f) hereto, low profile *freestanding signs* may be permitted with no vertical clearance requirements provided:
 - i) such *signs* are located in a landscaped or otherwise traffic free area; and do not adversely affect visibility or sight lines for traffic accessing or egressing the property.
 - ii) the *sign* base is equipped with cladding the width of the *sign*, or is otherwise designed with no overhanging or projecting features which may endanger vehicular or pedestrian traffic, so that the public safety is maintained;
 - iii) and when not within the setback area, may be exempted from (b) above.
- g) *Freestanding signs* shall be located on the parcel to which the *sign* refers, except that the minimum clearance between the *sign* structure and any building on the premises shall be 1.5m (4.9 ft.).
- h) Except as provided in section 7.6(i), the maximum height of a *freestanding sign* shall be 7.5m (24.6 ft.) except that this height may be increased to 9.0m (29.5 ft.) for *signs* over 12m² (129.2 sq. ft.) in area.
- i) For shopping complexes in excess of 10,000m² (107,643 sq. ft.) or business premises located immediately adjacent to Island Highway 19, the maximum height of a *freestanding sign* shall be:
 - i) 10.5m (34.4 ft.) for *signs* over 14m² (150.7 sq. ft.) in area;
 - ii) 12.0m (39.4 ft.) for *signs* over 16m² (172.2 sq. ft.) in area if the sign is located

more than 6.0m (19.7 ft.) from the property line.

7.8 Portable Signs

- a) The *sign* area of a *portable sign* shall not exceed 0.6m² (6.5 sq. ft.) per face and the height shall not exceed 1 m (3.3 ft).
- b) Only one (1) *portable sign* is permitted per business premise or parcel.
- c) *Portable signs* shall be located entirely on the same parcel as the business premise which it is advertising.

7.9 Projecting Signs

- a)
 - i) In no case shall the *sign* area exceed 0.45m² (4.84 sq. ft) per lineal metre of building frontage to a maximum of 5.0m² (53.8 sq. ft).
 - ii) Only the building frontage of the first storey of the building on which the *sign* will be located shall be used for *sign* area calculation.
 - iii) When a *projecting sign* is located at the corner of a building on a corner site, the *sign* area for such *sign* shall be calculated on the basis of the larger of the two building frontages.
- b) Only one (1) *projecting sign* is permitted per business premise or parcel.
- c) The lowest portion of a *projecting sign* shall be not less than 2.44 m (8 feet) above the sidewalk or curb elevation.
- d) A *projecting sign* shall not project more than 0.45 m (1.5 feet) from the building face to which it is attached, or within 0.6m (2 feet) of any curb line or above the roofline of a building.

7.10 Promotional Signs – Temporary

- a) The *sign* area of a *promotional sign* shall be limited to two sides with a maximum copy area of 1.86m² (20 sq. ft.) per side and shall not exceed a height of 2.13m (7 ft).
- b) No more than one (1) *promotional sign* shall be permitted per business premise or parcel.
- c) No *promotional sign* shall be displayed for more than 90 days in a calendar year in minimum blocks of 30 days.
- d) *Promotional signs* are only permitted for temporary advertising, for the opening of a new business or for a change of ownership.

7.11 Marine Harbour Commercial Signs

- a) Site Entry *signs* must be free standing *sign* with a maximum height of 4.6 m (15 feet). The support structure of the *sign* must be an integral part of the design in that it shall consist of natural timber supports with advertising panels in a single or double column pattern.
- b) Projecting *signs* shall be permitted on all Premises. The *sign* may project out from a building or wall face to a maximum of 0.45 m (1.5 feet) and have a maximum of 2.8m² (3 sq. ft.). This *sign* may encroach over public rights-of-way, including walkways. The *sign* must not exceed 3.0 m above the wharf level adjacent to the structure. The *sign* must have two faces.
- c) Tenant Business Directory may be permitted in the form of a mini version (maximum height of 1.5 m) of the Site Entry *sign* to be displayed at a fuel dock or a marine convenience facility.
- d) The following signs are prohibited: fascia *signs*, roof signs of any type, banner *signs* and portable *signs* on main walkways.

7.12 Banner Signs

- a) The owner or operator of a business will be permitted to erect *banner signs* on their premises for a maximum four occasions per business per year for a time period not exceeding thirty days on each occasion.
- b) *Banner signs* for non-profit community organizations will be permitted across Highway 19A on poles erected for that purpose between 4th & 5th Avenues subject to the following:
 - (i) that the *sign* is constructed of heavy gauge vinyl-coated canvas, complete with wind slits, grommets across the top at two foot intervals, and ropes or steel cables top and bottom, sufficient in length to go around the poles; and
 - (ii) the *sign* is erected a minimum of 5.5 m (18 ft) above the road; and
 - (iii) the applicant provides liability insurance in the amount of not less than \$2,000,000 with the City of Campbell River added as an additional insured; and
 - (iv) the applicant is a non-profit community organization giving notice of a community event; and
 - (v) each organization is limited to two occasions per year for a time period not to exceed two weeks on each occasion.

7.13 Electronic Signs

Electronic signs are permitted as follows:

- a) installed as part of a *Fascia Sign* provided that:
 - i) the electronic copy *sign* area must not exceed a length or height of 7.0m (22.96 ft.) nor an area of 7.0m² (75.32 sq. ft.);
 - ii) the complete message is revealed in a maximum time period of ten (10) seconds before it is repeated.
- b) installed as part of a *Freestanding Sign* provided that:
 - i) the electronic copy *sign* area must not exceed 4.5m² (48.42 sq. ft.) and must form an integral part of the sign;
 - ii) the complete message is revealed in a maximum time period of ten (10) seconds before it is repeated.
- c) no *electronic sign* will display any third-party advertising on the changeable copy
- d) no *electronic sign* will be placed within 7.5m (24.6 ft.) of an abutting lot in any agricultural or residential zone.

8 SIGN CONSTRUCTION

8.1 General

Signs and *sign* structures shall be designed and constructed in accordance with Part IV of the British Columbia Building Code 2006, as amended. The Inspector may require as a condition of the issuance of any permit, that all drawings and specifications or any part thereof, be prepared and sealed by and the construction carried out under the supervision of a Professional Engineer registered in the Province of British Columbia and may refuse to issue a permit until provided with a letter signed by a Professional Engineer registered in the Province of British Columbia, undertaking to supervise the work authorized by such permit or any part thereof.

8.2 Approved Combustible Plastic

- a) All approved combustible plastic material and the fastenings thereof shall be of adequate strength and durability to withstand design loads prescribed in accordance with the B.C. Building Code. The Inspector may require that sufficient

and substantial technical data be submitted by the manufacturer for such material or by a testing agency approved by the Inspector to establish working stresses, maximum unsupported spans and other such information as may be required for the various thickness and forms used; and

- b) Allowances shall be made for expansion and contraction of plastic materials in accordance with accepted data on co-efficient of expansion of the material and any material with which it is employed.

8.3 Other Combustible Material

Wood, leather or other similar combustible material, not including combustible plastic, may be used as part of a *sign* providing it is attached to a metal frame capable of sustaining all loads, borne by the *sign*.

8.4 Anchorage

- a) *Signs* attached to masonry, concrete or steel shall be safely and securely fastened thereto by means of metal anchors, bolts or approved expansion screws of sufficient size and anchorage to support safely the loads applied;
- b) *Signs* shall not be fastened by nails, staples or screws to wooden blocks, plugs or nailing strips built into masonry concrete; and
- c) Bolts or lag screws shall not be fastened to window frames or sills. Lag bolts in solid woodwork shall not be less than one-half inch in diameter and shall penetrate the woodwork at least 0.076 m (3 in).

8.5 Corrosion

All support devices and connectors which are used to support or which form a part of the *sign*, shall be non-corrosive or be protected against corrosion by galvanizing or other sufficient manner.

8.6 Canopy Signs

Canopy signs built into or fastened directly to each Canopy face or affixed on top of a *canopy* must be constructed of non-combustible material or approved combustible plastic approved under Section 8.2.

9 SIGN OVER PUBLIC RIGHT-OF-WAY/MAINTENANCE

9.1 Sign over a Public Right-of-Way

- a) No *sign* shall be located upon or over any public right-of-way, street or sidewalk or public property, except as permitted by this bylaw.
- b) No *sign* shall interfere with or obstruct any traffic control device as defined in the Motor Vehicle Act, R.S.B.C. 1996, c.318, or in any other way interfere with visibility from one street to another.
- c) No *sign* shall be displayed in such a manner that it obstructs any door opening, passageway, fire escape, walkway or similar feature.
- d) No *sign* shall be located upon or suspended over a public right-of-way, street, sidewalk or public place unless the owner of the business premise upon which the *sign* is located or affixed has entered into an encroachment agreement with the City, in substantially the form attached as Schedule "C" to this bylaw.

9.2 Maintenance of Signs

- a) All *signs* shall be maintained so that at all times they are structurally sound and free from all hazards caused or resulting from decay or failure of structural members, fixtures, lighting or appurtenances. All *sign* area, background, copy, lighting and embellishment shall be maintained in readable, clean and painted condition.

- b) Normal *sign* maintenance, including replacement of copy and lighting, shall not require a permit, but shall conform to all requirements of this bylaw.

10 REMOVAL OF SIGNS AND ENFORCEMENT

10.1 Abandoned Signs

When a *sign* either no longer serves its intended purpose or ceases to contain accurate information, the owner of the business premise on which the *sign* is located shall remove the *sign* within six (6) months.

10.2 Temporary Signs

Real estate *signs*, community event *signs* and other temporary *signs* which are displayed on any parcel shall be removed by the owners of such property within seven (7) days of the termination of the event or activity which the *signs* advertised, failing which the City by its officers, employees or contractors may remove the *sign* at the expense of the owner. The City's costs of removal are recoverable from the owner in the same manner as property taxes and if not paid by the owner by December 31 of the year in which the costs were incurred and charged to the owner are deemed to be taxes in arrear.

10.3 Removal and Impoundment

- a) The Bylaw Enforcement/Property Services Manager or designate may order the removal of any *sign* erected in contravention of this bylaw or may order the upgrading or removal of any *sign* in hazardous condition.
- b) The Bylaw Enforcement/Property Services Manager or designate may remove and impound any *sign* found in contravention of this bylaw where the *sign* is on a highway or public place.
- c) Any *sign* impounded may be reclaimed by its owner upon payment to the City of the storage and handling fee of \$25.00. Any impounded *sign* which has not been reclaimed within five (5) days of its impoundment, may be destroyed or disposed of by the City as it sees fit, without compensation by the City.

11 PENALTY, SEVERABILITY AND ENACTMENT

11.1 Penalty

Every person who violates any of the provisions of this bylaw or who suffers or permits any act or thing to be done in violation of this bylaw or who neglects to do or refrains from doing anything required to be done by this bylaw, is guilty of an offence and, upon summary conviction, shall be liable to a fine not exceeding \$10,000.00 or to imprisonment for a period of six months, or to both.

11.2 Severability

If any provision of this bylaw is found invalid in any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this bylaw.

11.3 Repeal

Bylaw number 2476, cited as "City of Campbell River Sign Bylaw No. 2476, 1996", and all amendments hereto, are hereby repealed.

Read a first time on the	6th	day of	November	2007.
Read a second time on the	6th	day of	November	2007.
Read a third time on the	6th	day of	November	2007.
Adopted on the	20th	day of	November	2007.

Original signed by
Roger McDonell
MAYOR

Original signed by
W.T. Halstead
CITY CLERK

**THE CITY OF CAMPBELL RIVER-
Schedule "A" to Sign Bylaw 3309, 2007**

**APPLICATION FOR A PERMIT
TO ERECT, ALTER, ADD, OR MOVE A SIGN**

SUPPLY TWO SCALED DRAWINGS OF SIGN WITH THIS APPLICATION

(1) REGISTERED OWNER(S)

	LOT	DL	ELK.	SEC.	PLAN NO
--	-----	----	------	------	---------

(2) LEGAL DESCRIPTION

(3) PROPERTY ADDRESS

(4) MAILING ADDRESS OF OWNER(S)

TELEPHONE NO:

(5) CONTRACTOR OR AGENT

(6) MAILING ADDRESS

(7) BUILDING WIDTH

PROPERTY FRONTAGE

(8) TYPE OF WORK: NEW ADDITION ALTERATION MOVE

(9) DESCRIBE TYPE OF SIGN: FASCIA FREE STANDING CANOPY TEMPORARY

MANSARD ROOF SIGN MULTI-FACETED GROUND SIGN PROJECTING SIGN

(10) SIGN DIMENSIONS: HEIGHT

WIDTH
DEPTH

(11) ACTUAL HEIGHT OF SIGN FROM FINISHED GRADE

(12) SETBACKS FROM PROPERTY LINE: FRONT

LEFT SIDE

RIGHT SIDE

REAR

NOTICE:

I, the undersigned, being the owner/agent for the owner of the property described, apply for a permit to do the work detailed in this application.

In consideration for this permit, I agree for myself and my assigns to indemnify and keep harmless the Corporation of the City of Campbell River and its officers against and from all claims, liabilities, judgements, costs and expenses which may accrue from granting this permit, or which may be brought or made against the Corporation of the City of Campbell River, or its officers, in respect of any matter arising out of the works contemplated therein.

This permit and/or the approval of plans or specifications supporting the application does not:

- (a) Relieve the applicant, owner or occupant from conforming to all acts, by-laws and regulations;
- (b) Relieve the owner's responsibility to search the title and check for restrictions against the property; and,
- (c) Make the Municipality responsible for providing roads, lanes, water or any service for the property concerned, or impose upon the Municipality or its employees any obligation to inspect or approve any construction carried on under this permit.

I understand, agree and will abide with the City of Campbell River Sign By-law.

Signature of Owner or Authorized Agent

Date

All contractors and sub-contractors require business licenses to operate within the city limits.

OFFICE USE ONLY:		
SIGN BY-LAW NO _____	MAXIMUM HEIGHT OF SIGN _____	
MINIMUM REQUIRED SETBACKS: Front _____	Rear _____	
Left Side _____	Right Side _____	
SIGN PERMIT FEE _____	ZONING _____	
PERMIT NUMBER _____		
CONDITION OF PERMIT _____		Approved by _____
PERMIT REQUIRED?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
INSPECTION REQUIRED?	<input type="checkbox"/> YES	<input type="checkbox"/> NO

CITY OF CAMPBELL RIVER BYLAW NO. 3309, 2007

Schedule "B" to Sign Bylaw No. 3309, 2007

FEE SCHEDULE

Every applicant for a *sign* permit shall pay to the City, at the time of such application, a fee as follows:

	Permit Fee
1. Freestanding sign/Fascia sign	\$ 100.00
2. Freestanding sign that does not exceed 2.5 m (8.2 ft) in height	45.00
3. Sign alteration	20.00
4. Under-awning sign	10.00
5. Flag or Banner sign	20.00
6. Portable signs, Promotional signs (temporary signs)	10.00
7. All other signs	45.00

NOW THEREFORE THIS AGREEMENT IS EVIDENCE that in consideration of the premises and covenants herein contained, and the sum of TWO (\$2.00) Dollars now paid by the Owner to the City, the receipt of which is hereby acknowledged by the City, the parties agree as follows:

1. **Permission to Encroach** - The City hereby grants to the Owner permission to encroach upon that portion of land in the City which is shown outlined in heavy black lines on the sketch attached as Schedule "D" to this Agreement (the "Encroachment Area") for the sole purpose of erecting a *sign* in, on or over the Encroachment Area, in accordance with the Sign Bylaw (the "Sign").
2. **Fee for Use** - The Owner agrees to pay to the City, upon execution of this Agreement:
 - (a) a fee of \$10.00; and
 - (b) a fee of \$1.00 per year of the Term, payable in advance, collectively as a fee for the use of the Encroachment Area.
3. **Term** - This Agreement shall be for a term often (10) years, commencing on _____, 20____ and terminating on _____, 20____ (the "Term").
4. **Deposit** - As security for the due and proper performance by the Owner of all of the covenants in this Agreement and for the removal of the Encroachment, the Owner shall deposit with the City a security deposit (the "Deposit") in the form of cash or an irrevocable letter of credit in the amount of \$ _____. The Owner agrees that the City may use the Deposit to pay the costs of the City in making repairs to the *Sign*, removing the *Sign*, restoring the Encroachment Agreement and covering any other costs of the City arising out of any breach of this Agreement by the Owner.
5. **Acknowledgment of Highway or Public Place** - The Owner acknowledges and agrees that the Encroachment Area is a highway or a public place and that the City has limited power to authorize the private use of highways and public places. The Owner further acknowledges and agrees that any rights granted by the City to the Owner by this Agreement are not exclusive and are subject to the public's right to pass and repass and that the City has full authority pursuant to this Agreement to require the removal of the *Sign* from the Encroachment Area, at any time, in accordance with this Agreement, without compensation to the Owner.
6. **Construction and Maintenance** - Prior to constructing or erecting the *Sign*, the Owner shall provide to the City detailed plans and specifications showing the intended location of the construction of the *Sign*.
7. The Owner shall at all times keep and maintain the *Sign* and the Encroachment Area in good and sufficient repair to the satisfaction of the City.
8. Notwithstanding prior approval of any work, the Owner shall give written notice to the City of its intention to perform any construction, maintenance or repairs to the *Sign* not less than three (3) clear days before the beginning of such work unless otherwise authorized in writing by the City.

9. The Owner shall use all reasonable efforts to cause a minimum of obstruction and inconvenience during the construction, operation, maintenance or repairs of the *Sign*, and shall place and maintain such warning *signs*, barricades, lights or flares at or near the site of any work in progress as well give reasonable warning and protection to members of the public.
10. Except as expressly authorized in writing by the City, the *Sign* shall be constructed in such a manner as not to interfere with any existing municipal utilities. In the event that the Owner is authorized to interfere with existing municipal utilities in or in the vicinity of the Encroachment Area, the Owner shall, upon written notice by the City, reimburse the City for all sums expended by the City in altering such municipal utilities, as requested, as determined in the sole discretion of the City.
11. The Owner shall provide, if requested by the City, as-built plans of the *Sign* within one (1) month of completion of its construction.
12. **Relocation** - If any highway or public place under, on or above which any part of the *Sign* is constructed is required for the installation of municipal utilities or other highway or public purposes such that the removal or relocation of the *Sign* or a portion of the *Sign*, is in the opinion of the City, required, the City may give the Owner notice and the Owner shall forthwith after receipt of such notice remove or relocate the *Sign* or the portion of the *Sign* affected, all at the sole expense of the Owner.
13. **City May Enter** - The City by its authorized agents or employees shall have the right at any and all times to enter into and upon the Encroachment Area for any purposes whatsoever.
14. **Indemnification** - The Owner shall indemnify and save harmless the City from and against all actions, proceedings, claims and demands by any person and shall reimburse the City for all damages and expenses caused or contributed to by the negligence or other default of the Owner in respect of anything done pursuant or ostensibly pursuant to this Agreement including without limitation the construction, operation, maintenance and repair of the *Sign*.
15. **Notice** - Any notice required or allowed to be given under this Agreement shall be deemed to have been given to the party to whom it is addressed if it is mailed in British Columbia, in a prepaid envelope addressed to the address of the party as set out on page one (1) of this Agreement and any notice, demand or request so given shall be deemed to have been received and given five (5) days after the date of mailing. Alternatively, any notice under this Agreement may be delivered by hand and shall be deemed to be received upon the day of delivery.
16. **Insurance** - The Owner covenants and agrees with the City that the Owner shall maintain at its sole expense comprehensive general liability insurance providing coverage for acts or omissions by the Owner, its employees and agents in the amount of not less than \$2,000,000.00 per occurrence, all inclusive, and the insurance policy shall:
 - (a) name the City as an additional insured;
 - (b) be issued by an insurance company entitled under provincial law to carry

- on business in British Columbia;
- (c) state that the policy:
 - (i) applies to each insured in the same manner and to the same extent as if a separate policy of insurance had been issued to each insured; and,
 - (ii) cannot be cancelled, lapsed or materially changed without thirty (30) days written notice to the City;
- (d) be maintained for a period ending twelve months after this Agreement is terminated; and
- (e) not include any deductible amount greater than \$5,000.00 per occurrence.

- 17. Copies of Policies** - The Owner shall provide the City with a copy of the required policy upon demand and shall thereafter provide copies of any amendment to the policy.
- 18. Replacement Insurance** - In the event the Owner fails to maintain insurance as required by this Agreement, the City in its sole discretion may, after seven (7) days notice to the Owner, obtain such insurance in whole or in part. If the City obtains such insurance, the Owner shall reimburse the City for the cost of that insurance within fifteen (15) days of receiving written notice to do so from the City. If the Owner fails to reimburse the City as required, the City may use the Deposit for this purpose and require the Owner to forthwith replenish the Deposit to its original amount.
- 19. Survival of Terms** - The indemnification, release and insurance obligations of the Owner under this Agreement shall survive any termination of this Agreement in relation to any event first arising or commencing on or before the date of termination of this Agreement.
- 20. Termination** - the Owner understands and agrees that the City may at any time, in its sole discretion, withdraw the rights it has granted herein to the Owner by giving five (5) days notice to the Owner in writing. In the event of such withdrawal, for any cause or reason whatsoever, the Owner shall, at its own expense, within such time as may be specified by the City, remove the *Sign* and fill up any excavation made, constructed or maintained with respect to it, and otherwise restore the Encroachment Area to its original state to the satisfactory of the City.
- 21. Removal of Fixtures and Chattels** - If the Owner fails to clear the Encroachment Area as required under this Agreement, the City and its agents may remove all fixtures, chattels, improvements, personal property and all other things on the Encroachment Area. The City may apply the Deposit or part of it to the cost of such removal and any deficiency will be a debt due and owing to the City by the Owner upon receipt by the Owner of the City's invoice for the deficiency.
- 22. Release** - The Owner releases and forever discharges the City from all manner of claims of any nature whatsoever which may arise by reason of any act or omission of the City pursuant to this Agreement.

23. **Compensation** - Notwithstanding any provision of this Agreement, the Owner shall not be entitled to compensation for injurious affection or disturbance resulting in any way from the removal of the *Sign* and, without limitation, shall not be entitled to business losses, loss of profit, loss of market value, relocation costs or other consequential loss by reason of the removal of the *Sign* or by reason of the termination of the Agreement.
24. **Interest in Land** - This Agreement grants no interest in land in the Encroachment Area to the Owner.
25. **Waiver** - Waiver of any default by either party shall not be deemed to be a waiver of any subsequent default.
26. **Interpretation** - Whenever the singular or masculine is used in this Agreement, the same is deemed to include the plural of feminine or the body politic or corporate as the context requires.
27. **References** - Every reference to each party is deemed to include the heirs, executors, administrators, permitted *assigns*, employees, servants, agents, contractors, officers, directors and invitees of such party, where the context so permits or requires.
28. **Enurement** - This Agreement shall enure to the benefit of and be binding on the parties and their respective successors and assigns.
29. **Severance** - If any portion of this Agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decisions that it is invalid shall not affect the validity of the remainder of this Agreement.
30. **Assignment** - The Owner shall not be entitled to transfer or *assign* this Agreement, in whole or in part, and shall not permit or suffer any other person to occupy the whole or any part of the Encroachment Area, without the written consent of the City. Prior to transferring, assigning, and giving or in any way alienating the Encroachment Area, the Owner shall advise the prospective transferee to become a party to this Agreement in the place of the Owner. Failure to cause the transferee to become a party to this Agreement shall cause immediate termination of this Agreement.
31. **Entire Agreement** - The provisions herein contained constitute the entire agreement between the parties and supersede all previous communications, representatives and agreements, whether verbal or written, between the parties with respect to the subject matter hereof.
32. **Time of Essence** - Time is of the essence of this Agreement.
33. **Governing Law** - This Agreement shall be governed by and construed in accordance with the laws of the province of British Columbia.

