

THIS AGREEMENT made in duplicate this
day of .

BETWEEN:

THE CORPORATION OF THE TOWN OF PELHAM,
Hereinafter referred to as the "Town",

-and-

THE ST.CATHARINES CYCLING CLUB LTD,
Hereinafter referred to as the "Club".

WHEREAS the Town owns and operates a community recreation centre and park known as Fonthill Park (the "Park"), located in that portion of the Town formerly known as the Village of Fonthill,

AND WHEREAS the parties entered into an agreement, dated August 20, 1990, for the use of the existing outdoor rink pad (the Pad) as a site for the construction and operation of a cycling velodrome (the Velodrome),

AND WHEREAS the Club desires to continue the use of the Pad as a site for the Velodrome and the Town is prepared to allow the Club to continue this use,

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements herein contained the parties hereto covenant, promise and agree to as follows:

1. The Town hereby grants permission to the Club, to continue to operate the Velodrome on the pad.
2. In consideration for the rights granted herein the Club agrees to pay to the Town the amount of ONE DOLLAR (\$1.00) per year.
3. This agreement, unless otherwise renewed, shall terminate on December 31, 1993. This Agreement may be renewed on such terms and conditions as may be mutually agreed upon by the parties hereto, provided that both parties will ensure that representatives meet in December of 1993, or at such other time as may be mutually agreed upon, to discuss the terms of renewal.

4.a) The Club shall, at all times during the term of this agreement, provide and keep in full force and effect, at its own expense, a comprehensive general liability insurance policy in an amount not less than \$2,000,000.00 providing coverage for damages for personal injury, including death, and for property damage. The Town shall be named as a co-insured in this insurance policy and said policy shall be satisfactory to the Town in respect of form and issuer.

b) The Club shall furnish to the Town a copy of this policy. Any policy shall state that it will not be changed or cancelled without thirty (30) days prior written notice to the Town. Copies of all renewals shall be, forthwith, provided to the Town.

c) If the Club fails to obtain the proper insurance as herein provided or fails to provide, forthwith, copies of the insurance policies or copies of renewals of same, before its expiration, termination, or other revocation, or should the policy of insurance be terminated, revoked or otherwise expire, the Town may proceed to obtain the required insurance for the benefit of the Town or the Club or both of them, as the case may be, for such period of time as the Town deems necessary and any premium paid by the Town shall be payable by the Club on demand.

5. The Club will be given access to a source of electric power and to storage space for tools and equipment, if required. The Town may impose a charge to recover the cost of electric power consumed by the Club.

6. The Club shall be responsible, during the term of this agreement, for:

- a) preparation of the Pad and surrounding hillside prior to scheduled use;
- b) clean up of the Pad and surrounding area following scheduled use;

- c) directing vehicles away from the Park to alternative parking locations so as not to interfere with the public use of the swimming pool, ball diamond or general park area;
- d) grounds maintenance on the hillside directly south of the Pad;
- e) clean up of the infield of the Velodrome;
- f) ongoing maintenance and repairs that may be required to the Velodrome structure itself.

7. The Club will assume all liability and responsibility for any maintenance, repairs, vandalism or injury which may occur as a result of the installation or operation of this Velodrome and will be responsible for the proper supervision of all activities conducted at the Velodrome.

8. The Club will provide a program of events and scheduled activities for the Velodrome which will be submitted to the Town in order to avoid conflict with other special events which may be conducted at the Park.

9. The Club hereby indemnifies and saves harmless the Town from and against all liability, losses, damages, actions, causes of action, claims, suits, demands, expenses or costs whatsoever which may arise, either directly or indirectly, by reason of any act, neglect or refusal of the Club, its agents, invitees or licensees or due to or arising out of breach, by the Club, of any provision of this agreement.

10. If the Club should be in default in the observance or performance of any covenant on its part herein contained and should the Club fail to correct or rectify such default within thirty (30) days of receiving written notice of such default from the Town, the Town may terminate this agreement at its sole discretion without prejudice to any rights of the Town which had accrued hereunder before such cancellation.

11. Any notice, demand, acceptance, or request provided for in this agreement shall be in writing and shall be deemed to be sufficiently given if conveyed by personal delivery or, if mailed, by registered mail, to the Town at:

The Corporation of the Town of Pelham,
20 Pelham Town Square, P.O. Box 400,
Fonthill, Ontario L0S 1E0

or such other address as the Town may, from time to time, designate in writing, and to the Club by personal delivery to or by mailing, by registered mail, addressed to:

The St. Catharines Cycling Club Ltd,
c/o Fred Hutchison,
24 La Salle Drive,
St. Catharines, Ontario L2M 2E4

or any other such address that the Club may from time to time designate in writing and every such notice shall be deemed to be given upon the day it was so delivered or on the third day after the date upon which it is mailed by registered mail.

12. This agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and there are no other written or verbal agreements or representations between the parties hereto pertaining to the subject matter hereof. Any amendments to this agreement shall be made in writing and shall be signed by all parties hereto.

13. If any term, clause or provision of this agreement shall be adjudged to be invalid, the validity of any other term, clause or provision shall not be affected, and such invalid term, clause or provision shall be deleted from this agreement.

14. This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

15. This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors and administrators, successors, transferees, and permitted assigns.


IN WITNESS WHEREOF the parties hereunto affixed their corporate seals duly attested to by the hands of their proper officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED
- in the Presence of -

THE CORPORATION OF
THE TOWN OF PELHAM
PER:

MAYOR

CLERK

THE ST. CATHARINES
CYCLING CLUB
PER: 

VICE-PRESIDENT

TREASURER