

THIS AGREEMENT made in triplicate this 18th. day of April, 1994 A.D.

BETWEEN:

THE CORPORATION OF THE TOWN OF PELHAM

Hereinafter referred to as the "Town"

- and -

PELHAM SENIOR CITIZENS CLUB

Hereinafter referred to as the "Club"

WHEREAS the Town owns and operates a community hall known as the Pelham Township Hall (the "Hall") known municipally as 491 Canboro Road, Ridgeville, Ontario.

AND WHEREAS the Municipal Act, R.S.O. 1990, Chapter M.45, Section 207, Subsection 58 authorizes Council to pass by-laws for special undertakings.

AND WHEREAS the Club is desirous of entering into an agreement with the Town regarding the use of those areas in the Hall designated as the "Seniors Lounge" and the "Workshop".

NOW THEREFORE THIS AGREEMENT witnesseth that in consideration of the rents, covenants and agreements hereinafter set out:

- (1) The Town hereby grants to the Club the sole use of the Senior's Lounge and the Workshop and the occasional use of the other areas of the Hall when available for a term of five (5) years commencing as of the 15th. day of April, 1994.
- (2) The Club agrees to pay to the Town the amount of one dollar (\$1.00) per year as consideration for the privileges granted to it by the Town pursuant to this agreement.
- (3) The Town agrees to insure and keep insured throughout the term of this agreement the Hall and all contents in the Hall owned by the Town against loss or damage by fire, lightning, tempest or other casualties as are customarily insured by the Town in such amount as, in the opinion of the Town, is necessary to protect the Town against such loss or damage.
- (4) The Town is not liable or responsible in any way for any loss or damage or injury to any property belonging to the Club. The Club shall carry insurance in its own name insuring against loss or damage to property which it owns in an amount as, in the opinion of the Club, is necessary to protect the Club against such loss or damage.
- (5) The Club agrees to provide and keep in force throughout the term of this agreement general liability insurance in an amount satisfactory to the Town at all times but in any event not less than One Million Dollars (\$1,000,000.00) with the Town and the Club as named insureds. The Club shall provide copies of the insurance policies to the Town throughout the term of this agreement.
- (6) The Town agrees to maintain the driveway, parking lot and sidewalks to a reasonable standard and to provide normal snow removal services in order to permit access to the Hall.
- (7) The Town agrees to pay for all outside maintenance it deems necessary, utility bills including water, hydro and gas and for the general repairs of the Hall.
- (8) The Club agrees to repair, maintain and keep the Seniors Lounge and the Workshop in good order and condition and to repair any damage caused by reasonable wear and tear, or by any act or omission by the Club, its members, employees, licensees, invitees, agents or otherwise.
- (9) The Club will prepare plans and specifications for any proposed renovation, construction or reconstruction which it intends to undertake and which will improve the appearance and value of the Seniors Lounge, the Workshop or the Hall. These plans and specifications must be submitted to and approved by the Town, in writing, prior to the Club commencing any such work.

- (10) The Club agrees to pay all costs:
(a) of any necessary renovations to the Hall in order to make it suitable for use by the Club; and,
(b) of any improvement project proposed by the Club and approved by the Town in accordance with paragraph (9).
- (11) The Town shall have the right to enter into other agreements and grant permission and collect fees or other such monetary compensation for the use of the other areas of the Hall (those areas other than the Seniors Lounge and the Workshop) including the main auditorium, kitchen, washrooms and grounds.
- (12) The Town will be responsible for the maintenance of those other areas of the Hall for which the Club is not responsible for pursuant to paragraph (8).
- (13) The Club agrees to transfer its title and interest in all tables, chairs, dishes, utensils, coffee makers, serving carts, all kitchen appliances not already owned by the Town, the speaker system, piano, and projector screen to the Town and to execute all documentation which the Town deems appropriate to evidence such transfer.
- (14) This agreement may be terminated by either party upon giving the other party one hundred and eighty (180) days notice, in writing. Any notice shall be delivered or sent by registered mail to:
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| the Town at: | Town of Pelham
20 Pelham Town Square
P. O. Box 400
Fonthill, Ontario
L0S 1E0 |
| the Club at: | Pelham Senior Citizens Club
c/o Eleanor Fisher
P. O. Box 9
Fenwick, Ontario
L0S 1C0 |
- or any other such address that the parties may from time to time designate, in writing, and every such notice shall be deemed to have been given upon the day it was so delivered or on the fifth day after the date upon which it is mailed by registered mail.
- (15) 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 in writing signed by all parties hereto.
- (16) 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.
- (17) This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
- (18) 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. The Club may not assign this agreement without the consent, in writing, of the Town.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their Corporate Seals attested to by their proper officers in that regard.

SIGNED, SEALED, AND
DELIVERED

- in the presence of -

(THE CORPORATION OF THE TOWN OF PELHAM

(Paul Bollina

(MAYOR

(Mary Hackett

(CLERK

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(PELHAM SENIOR CITIZENS CLUB

(Eleanor B Fisher

(PRESIDENT

(Sadie Nickerson

(VICE-PRESIDENT

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