

THIS AGREEMENT made in triplicate this 6<sup>TH</sup> day of MAY , 1996 A.D.

BETWEEN:

**THE CORPORATION OF THE TOWN OF PELHAM**

Hereinafter referred to as the "Town"

OF THE FIRST PART

- and -

**PELHAM YOUTH SOCCER CLUB**

Hereinafter referred to as the "Club"

OF THE SECOND PART

WHEREAS the Town is the owner of certain lands known as Harold Black Park;

AND WHEREAS the Town and the Club wish to enter into a cost sharing arrangement for the supply and installation of lights to maximize the use of the Harold Black Park soccer field;

AND WHEREAS the Club has agreed to contribute a portion of the cost of the supply and installation of the lighting of the Harold Black soccer field;

AND WHEREAS the total cost of the supply and installation of the lighting project is Fifty-three Thousand, One Hundred and Thirty-five Dollars (\$53,135.00);

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

- (1) The Club agrees to contribute the payment of 33 1/3% of the costs of the purchase and installation of the concrete poles and sports lights at the existing soccer field located at Harold Black Park.
- (2) The contribution of the Club shall be the sum of SEVENTEEN THOUSAND, SEVEN HUNDRED AND TEN DOLLARS (\$17,710.00).
- (3) The amount of the Club's contribution shall be paid in annual installments of Three Thousand, Five Hundred and Forty-two Dollars (\$3,542.00). The payments shall be made by the Club to the Town on May 1st., 1996 and on the first day of May in the years 1997, 1998, 1999 and 2000, unless otherwise mutually agreed.

(4) In the event that the Club fails to make any payment on the required date and such payment remains in arrears and unpaid for a period of fifteen (15) days after it shall become due then, if the Town so elects:

- (i) the entire balance then outstanding shall become immediately due and payable with interest at the rate of 8% per annum from the time of default; and,
- (ii) the Club's use of the Harold Black Park soccer field shall be terminated until such time as the arrears are paid in full.

If the Town wishes to exercise such option it shall so notify the Club, in writing, with such notification sufficiently given if personally delivered or sent by registered mail to the Club at:

P. O. Box ~~1332~~ 1223  
Fonthill, Ontario  
L0S 1E0

and such notice shall be deemed to have been given upon the day it was so delivered or on the third day after the date upon which it was sent by registered mail. Any condoning, excusing or waiver of any payment by the Club on the required date does not operate as a waiver of the Town's rights herein in respect of any subsequent default.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective corporate seals duly attested to by their proper officers authorized in that regard.

SIGNED, SEALED AND DELIVERED )

- In the Presence of - )

THE CORPORATION OF THE  
TOWN OF PELHAM

MAYOR

CLERK

PELHAM YOUTH SOCCER CLUB

PRESIDENT

TREASURER