

THIS AGREEMENT made in triplicate, this 9th day of September, 1996.

BETWEEN:

THE FONTHILL AND DISTRICT KINSMEN CLUB
an Ontario Corporation
(Hereinafter referred to as the "Club")

of the FIRST PART

- and -

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

of the SECOND PART

WHEREAS the Town owns a community recreation centre and park known as Davis Hall, located in that portion of the Town of Pelham known as Fonthill;

AND WHEREAS the Club is desirous of entering into an agreement with the Town with regard to the operation, maintenance and use of this facility;

AND WHEREAS the Municipal Act, R.S.R. 1980, Chapter 302, Section 208, Subsection 57 and Section 193 authorizes Council to pass by-laws for such purposes

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

1. Commencing on the first day of July, 1996 and for a term of one year, the Town hereby grants to the Club the right to manage the operation of Davis Hall and except as hereinafter otherwise provided, to use the facility for its own purposes during the term of this agreement.
2. In exchange for the use of the facility, the Club agrees to pay to the Town the amount of One Dollar (\$1.00) per year.
3. The Town agrees to place property insurance on all buildings on the site, with the amounts and values to be determined by Council of the Town of Pelham.
4. The Town agrees to place insurance on the contents of the buildings in an amount sufficient to cover the value of the items owned by the Town.
5. The Club agrees to place insurance on the contents of the buildings in an amount sufficient to cover the value of the items owned by the Club, at the Club's option.
6. The Club agrees to provide the necessary liability insurance, in order to protect both the Town and the Club from any claims that may arise through a Kinsmen-related or authorized function. The minimum amount of this liability coverage will be ONE MILLION DOLLARS (\$1,000,000.00) and the Town will be named on this policy as a co-insured. A Copy of the insurance policy will be deposited with the Town, prior to the execution of this Agreement by the Town.

7. The Town agrees to maintain the driveway and parking lot to a reasonable standard and to provide reasonable snow removal services in order to permit access to the main hall.
8. The Club agrees to pay all hydro, heating, telephone and water bills, as well as any tax bills generated by the imposition of special area rates and/or local improvement charges.
9. The Club agrees to maintain the premises, including both the buildings and the grounds, in an acceptable state of cleanliness and repair. Any damage caused by reasonable wear and tear, or by the willful or negligent conduct of Club members or by others will be repaired or renovated by the Club.
10. The Club will prepare specifications for any proposed renovation, construction or reconstruction which they intend to undertake and which will improve the appearance and value of the premises. These specifications will be submitted by the Club to the Town and be subject to approval in writing by the Town prior to proceeding with the work.
11. The Club agrees to pay all costs, A) of any necessary renovations to put the building into a satisfactory state of repairs for use by the Club or by private groups and individuals, and B) of any improvement project proposed by the Club and approved by the Town.
12. As part of their right to manage the operation of Davis Hall, the Club is authorized to sublet or grant licences and collect fees for the use of all or part of the premises.
13. The Club agrees that it shall be fully responsible for the proper supervision of any activities conducted at the facility and hereby agrees to indemnify and save harmless the Town from any and all claims arising from the operation, maintenance and use of the facility save and except any claim arising from a willful or negligent act or omission by the Town when exercising its right to utilize the facility as provided in this agreement.
14. The Town retains the right to use the premises for the purpose of establishing polling stations for federal, provincial or municipal elections.
15. The Town retains the right to use the premises for specific community services projects and/or special events, if required. The dates, times and other pertinent details to be provided upon reasonable advance notice to the Club.
16. This agreement may be terminated by either party upon the provision of one hundred and eighty (180) days notice, in writing. Any notice shall be delivered or sent by registered mail to:

the Town at: Town of Pelham
 20 Pelham Town Square
 P.O. Box 400
 Fonthill ON L0S 1E0

the Club at: Fonthill & District Kinsmen Club
 P.O. Box 906
 Fonthill ON L0S 1E0

17. This agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and there are not 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.
18. 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 not be deleted from this agreement.
19. This agreement shall be governed by and contrued in accordance with the Laws of the Province of Ontario.
20. 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, it being specifically understood and agreed that the Club may not assign this agreement without the consent in writing of the Town.

IN WITNESS WHEREOF the Corporation of the Town of Pelham and the Fonthill and District Kinsmen Club have hereunto affixed their corporate seals attested by their proper officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED

in the presence of

)THE CORPORATION OF

) THE TOWN OF PELHAM

)

) 

) MAYOR

)

) 

) CLERK

)

) THE FONTHILL & DISTRICT

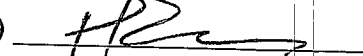
) KINSMEN CLUB

)

) 

) PRESIDENT

)

) 

) TREASURER