

THIS AGREEMENT made in triplicate this 6th. day of October, 1997 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 the area in the Hall designated as the "Seniors Lounge";

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 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.**

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

(J. J. Beam

(MAYOR

(Mary Hackett

(CLERK

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(PELHAM SENIOR CITIZENS CLUB

(Eleanor B Fisher

(PRESIDENT

(Suele Hickerson

(VICE-PRESIDENT

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