

THE CORPORATION OF THE
TOWN OF PELHAM
BY-LAW #2014 (1998)

Being a by-law to authorize the Mayor & Clerk to enter into an Agreement with the Fonthill & District Kinsmen Club regarding the use of the Portable Stage.

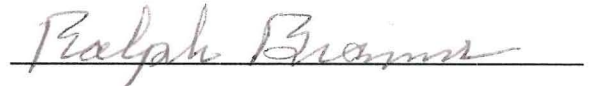
WHEREAS the Council of the Town of Pelham deems it desirable to enter into an Agreement with the Fonthill & District Kinsmen Club with regard to use of the portable stage;


AND WHEREAS the Fonthill & District Kinsmen Club and the Town of Pelham have agreed to the agreement;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF PELHAM ENACTS AS FOLLOWS:

- (1) THAT the Agreement attached hereto between the Corporation of the Town of Pelham and the Fonthill & District Kinsmen Club be and the same is hereby approved.
- (2) THAT the Mayor and Clerk be and each of them is hereby authorized and instructed on behalf of the Corporation of the Town of Pelham to execute the said Agreement and the Clerk is hereby authorized to affix the Corporate Seal thereto.

READ A FIRST, SECOND AND THIRD TIME
AND FINALLY PASSED BY COUNCIL THIS
22nd. DAY OF JUNE, 1998 A.D.


MAYOR


CLERK

THIS AGREEMENT made in triplicate this 22nd. day of JUNE, 1998 A.D.

BETWEEN:

THE CORPORATION OF THE TOWN OF PELHAM

Hereinafter referred to as the "Town"

- and -

FONTHILL & DISTRICT KINSMEN CLUB

Hereinafter referred to as the "Club"

WHEREAS the Club owns a 20' x 24' portable stage;

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 Town is desirous of entering into an agreement with the Club with respect to the portable stage;

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

- (1) The Club hereby grants use of the portable stage to the Town once per year on Canada Day at no cost for use at a location within the Town designated by the Town.
- (2) The Club agrees to provide setup and take down of the portable stage on Canada Day at no cost to the Town at a location within the Town of Pelham designated by the Town.
- (3) The Club agrees to maintain the portable stage to meet the standards of the Ontario Building Code, as per design approved by Proctor & Redfern.
- (4) The Club agrees to provide storage of the stage at their facility located at Davis Hall, 1535 Haist Street, Fonthill or at such other location as it deems suitable.
- (5) The Club shall have the right to enter into other agreements and grant permission and collect fees or other such compensation for the use of the portable stage.
- (6) 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.~~
- (7) This agreement shall come into full force and effect as of June 22nd., 1998 and shall remain in full force and effect for a period of five (5) years from the date of effect.
- (8) This agreement may be terminated by the Town upon giving the Club thirty (30) days notice, in writing. Any notice shall be delivered or sent by registered mail to:
the Club at:

Fonthill & District Kinsmen Club

1535 Haist Street,

Fonthill, Ontario

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or any other such address that the Club 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.

- (9) 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.
- (10) 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.
- (11) This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
- (12) 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

(Ralph Brown

(MAYOR

(Mary Hackett

(CLERK

(

(FONTHILL & DISTRICT KINSMEN CLUB

([Signature]

(PRESIDENT

([Signature]

(VICE-PRESIDENT

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