

CORPORATION OF THE TOWN OF PELHAM

PLEASURE LICENCE AGREEMENT

THIS INDENTURE made in triplicate this ~~18~~²⁴th. day of February, 1974.

BETWEEN

GREATER NIAGARA MODEL RAILROAD ENGINEERS' CLUB

Being an affiliate member of the National Model Railway Association

Hereinafter called the "Party" of the FIRST PART

- and -

THE CORPORATION OF THE TOWN OF PELHAM

Hereinafter called the "Owner" of the SECOND PART:

1. DEFINITIONS - In this Agreement

- (a) "The Greater Niagara Model Railroad Engineers' Club" shall mean and include all members of the Club.
- (b) "Town Clerk" shall mean the Clerk of the Corporation of the Town of Pelham.
- (c) "Council" shall mean the Council of the Corporation of the Town of Pelham.

2. WHEREAS the Owner purports to be the owner of the lands in the Town of Pelham described in Schedule "A" attached hereto;

AND WHEREAS the party of the first part has applied to Council to use the land and building as set out in Schedule "A" for the purpose of promoting model railroading in the Niagara Peninsula;

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the Town approving the said proposed pleasure licence and in consideration of the sum of \$1.00 of lawful money of Canada now paid by the party of the first part to the Town (the receipt thereof is hereby acknowledged) the parties mutually covenant and agree as follows:

(1) The party of the first part agrees:

- (a) To pay all costs of any necessary renovations needed to put the building in a satisfactory state of repair for use by the Club.
- (b) To pay all accounts for utilities, such as hydro, heating, telephone
- (c) Agrees to provide necessary liability insurance in order to protect the Town from any claims that may arise.
- (d) Agrees to carry content insurance sufficient to cover the contents and the ownership of the party of the first part.

- (e) Understands that this is a pleasure licence and it is renewable on a year to year basis as determined by Council
- (f) Understands that the party of the first part may terminate the agreement upon three months written notice to the Town
- (2) The owner convenants and agrees:
 - (a) To place fire insurance on the building with the sum to be determined by the Council.
 - (b) The owner agrees to grant complete use of the facility described herein to the licensee according to the condition agreed upon in this agreement with the understanding that the owner may use the building for elections as required.
 - (c) The owner may terminate this pleasure licence immediately upon failure of the party of the first part to pay any of its accounts for utility purposes.
 - (d) The owner may terminate this pleasure licence upon three month written notice to the party of the first part.
 - (e) The owner shall determine any licence fees applicable to the property.

IN WITNESS WHEREOF the Party of the First Part hereunto set his hand and seal and the Town has hereunto affixed its Corporate Seal under the hands of its Mayor and Clerk.

SIGNED, SEALED AND
DELIVERED in the presence

THE CORPORATION OF THE TOWN
OF PELHAM


MAYOR

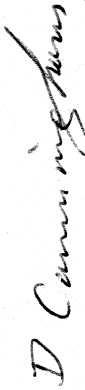

CLERK

THE GREATER NIAGARA MODEL RAILROAD
ENGINEERS' CLUB











SCHEDULE "A"

Description of Property

The land being .130 acres, forming part of Lot 1 of Plan 16 located on the east side of Maple Street formerly in the Village of Fenwick, now in the Town of Pelham.