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November 18, 2015

Brenda Schram & Mark Schram
165 Welland Rd.
Fonthill, ON L0S 1E4

Dear Mr. and Mrs. Schram,

RE: Cable Technology Licence Agreement

Please find enclosed one (1) copy of By-law #3660(2015) and the Cable Technology Licence Agreement signed by the Mayor and Clerk for your records.

If you have any questions, please do not hesitate to contact our office.

Sincerely,

A handwritten signature in cursive script, appearing to read "K. Braun".

Kristina Braun
Administrative Assistant to the Clerk

From the Clerk's Department



Cable Technology Licence Agreement

THIS AGREEMENT made as of the 20th day of October, 2015,

BETWEEN:

Brenda Schram and Mark Schram
(collectively the “Licensor”)

AND

The Corporation of the Town of Pelham
(the “Licensee”)

WHEREAS:

1. The Licensor is the owner of the property municipally known as 165 Welland Road, Fonthill, Ontario, L0S 1E4 (the “Property”); and

2. The Licensor has agreed to grant the Licensee the right to upgrade the Internet and Cable Technology (both as hereinafter defined) at the Property and to extend them to the property municipally known as 1120 Haist Street, Pelham, Ontario, L0S 1E2 (the “Arena”) on the terms and conditions contained herein.

NOW THEREFORE this agreement (the “Agreement”) witnesses that in consideration of the mutual rights and obligations herein expressed and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the parties agree as follows:

1. Interpretation

- a. The parties hereby acknowledge and declare that the foregoing recitals are true and correct in substance and in fact.
- b. In addition to other terms defined elsewhere in this Agreement, as used in this Agreement and any amendment to this Agreement, the following terms have the following meanings:
 - i. “Cable Technology” means the delivery of Internet and video programming by coaxial, fiber-optic or other type of cable or other method of delivery, including, without limitation, conduits, inner ducts and all other connecting hardware and equipment;
 - ii. “Internet” means the global network of interconnected computer networks, each using the transmission control protocol/internet protocol (TCP/IP) and/or such other standard network interconnection protocols (including WAP) as may be adopted from time to time, that is used to transmit content that is directly or indirectly delivered to a computer, television, set top box, wireless application, tablet, cell phone, or other digital electronic device for display to an end-user, and that is delivered through any means, including without limitation online browsers, commercial online services, offline browsers (a browser that allows users to access a site without requiring an online connection), push technology, or electronic mail, whether through telephone networks, cable networks, satellite transmissions, wireless transmissions or otherwise; and
 - iii. “Licensee’s Equipment” means the Cable Technology installed by the

Licensee on the Property pursuant to this Agreement.

- c. Unless otherwise specified, words importing the singular include the plural and vice versa and words importing gender include all genders.
- d. The division of this Agreement into sections and the insertion of headings are for convenience of reference only and are not to affect the construction or interpretation of this Agreement.
- e. This Agreement is governed by the laws of the Province of Ontario and the laws of Canada applicable therein. The parties to this Agreement hereby irrevocably and unconditionally attorn to the exclusive jurisdiction of the Superior Court of Justice in Welland and all courts competent to hear appeals therefrom.

2. Grant

- a. The Licensors hereby grants to the Licensee a non-exclusive licence:
 - i. to install, maintain, operate, repair, replace, alter and remove Cable Technology on the Property in a location to be mutually agreed upon by the parties, acting reasonably, as is necessary to reach from the location where the services of Cogeco or any other Internet service provider are currently or will be available to the Arena, all as may be reasonably necessary to provide the Internet to patrons of the Arena in accordance with this Agreement; and
 - ii. to transmit and receive signals, writing, images, sounds, video, and/or intelligence of any nature over or through the Licensee's Equipment.
- b. The parties acknowledge and agree that the Licensee's Equipment is and shall remain the personal property of the Licensee. The Licensee shall have the right to register this Agreement on title to the Property at its sole expense and the Licensors shall promptly and duly execute and deliver to the Licensee such further documents required to register this Agreement on title.

3. Term

- a. The term of this Agreement (the "Term") shall commence on October 20th, 2015 (the "Commencement Date"), and shall continue for a period of three (3) years ending December 31, 2018, subject to extension or earlier termination in accordance with the provisions of this Agreement.
- b. Provided that the Licensee is not in default under this Agreement, the Licensee shall have the option, exercisable upon no less than two (2) months and no more than six (6) months' written notice to the Licensors prior to the expiry of the Term, to extend this Agreement for two (2) additional terms of two (2) years (the "Extended Term") on the same terms and conditions as the Term save and except that there will be no further right to extend the Term.

4. Licensors' Internet

- a. The Licensee agrees to pay Cogeco or any other Internet service provider directly for the Term and the Extended Term of this Agreement. For greater certainty, the Licensee is under an obligation to pay for Internet services rendered to the Property during the Extended Term.

- b. During the Term and the Extended Term, the Licensee agrees to subscribe to and maintain Internet services at the Property.

5. Installation

- a. Prior to the commencement of any work or the installation of any of Cable Technology and the Licensee's Equipment, the Licensee shall, at its sole expense, prepare and deliver to the Licensor working drawings, plans and specifications for such work or installation. Such material shall provide details of the size, function and type of equipment and the manner and location of its installation at the Property. Within seven (7) days after receipt, the Licensor shall either approve the proposed work and installation location or provide reasons for its disapproval and suggest an alternate location. No work or installation shall proceed without the written approval of the Licensor (such approval not to be unreasonably withheld).
- b. The Licensee agrees that any installation or construction it performs shall be carried out in a neat, responsible and workmanlike manner, using generally accepted construction standards, and in compliance with the approved plans and specifications, all legal requirements and such further requirements as shall be reasonably imposed by the Licensor. Without limitation, the Licensee shall be responsible for obtaining any building permits or other governmental approvals required for its work.

6. Licensee's Covenants

- a. The Licensee shall, at its sole expense, maintain the Licensee's Equipment in proper operating and safe condition.
- b. The Licensee shall, at its sole expense, repair or replace, as necessary, any damage to the Building and/or to any property owned by the Licensor or any tenant, licensee or other occupant of the Licensor which is caused by the Licensee, or any of its agents, representatives, employees, contractors, subcontractors or invitees.
- c. The Licensee agrees to comply with all applicable laws and governmental requirements including, without limitation, all applicable rules and regulations of the CRTC and any other governmental authorities having jurisdiction pertaining to the installation and operation of the Licensee's Equipment and the provision of Telecommunication Services and all applicable occupational health and safety legislation, workplace safety legislation and environmental laws.

7. Access

The Licensor agrees that the Licensee's authorized representatives shall have access to the Property, except the interior of the dwelling or any buildings thereon, at all times, for the purposes of installing, maintaining, operating and repairing the Licensee's Equipment in accordance with the terms of this Agreement. The Licensee agrees that any person it so authorizes shall be properly qualified and equipped. Except for access required to remedy service interruption or other emergency repairs of the Licensee's Equipment, the Licensee agrees to give reasonable advance notice to the Licensor prior to accessing the Property.

8. Assignment and Sublicensing

- a. The Licensee shall not assign this Agreement (in whole or in part) or sublicense or

otherwise transfer or assign any of its rights hereunder without the prior consent of the Licensors, which consent may be unreasonably or arbitrarily withheld. Notwithstanding the foregoing, the Licensee shall have the right, without the Licensors' consent, to assign this Agreement:

- i. to an affiliated corporation of the Licensee (provided that this Agreement shall be reassigned back to the original Licensee if such assignee ceases to be an affiliated corporation); or
 - ii. to a purchaser of all or substantially all of the assets or business of the Licensee of which the rights hereunder form a part.
- b. If this Agreement is assigned by the Licensee, the assignee shall be required to enter into a separate agreement whereby the assignee agrees to comply with the terms and conditions of this Agreement on the part of the Licensee. No assignment or sublicensing shall release the Licensee from its obligations herein contained.
- c. The Licensors shall have the obligation and right, without the consent of the Licensee, to assign this Agreement to a party acquiring the Licensors' interest in the Property. The obligations of the Licensors under this Agreement shall no longer be binding upon the Licensors in the event that the Licensors sell, assigns or otherwise transfers its interest in the Building. **In the event of any such sale, assignment or transfer, such obligations shall thereafter be binding upon the grantee, assignee or other transferee of such interest.**
- d. Each party, at any time and from time to time, upon not less than ten (10) days' prior notice from the other, shall execute, acknowledge and deliver to the other a statement in writing stating that:
 - i. this Agreement is unmodified and in full force and effect, or if there has been a modification, that the same is in full force and effect as modified;
 - ii. the dates to which the Licence Fee and other moneys payable under this Agreement have been paid; and
 - iii. whether or not, to the best of the knowledge of the party, the other party is in default of any covenant, agreement or condition contained in this Agreement and, if so, specifying each such default. Any such statement delivered pursuant hereto may be relied upon by any person to whom it is directed.

9. Notices

- a. Any notices required or permitted to be provided hereunder shall be in writing and shall be deemed to have been received five (5) business days after the post-marked date thereof if sent by registered mail, the next business day following transmission if sent by fax, or at the time of delivery if hand delivered, and shall be addressed as follows:
 - i. To the Licensee:
Pelham Town Hall
20 Pelham Town Square
P.O. Box 400
Fonthill, Ontario L0S 1E0

Fax: 905-892-5055

Attention: Darren Ottaway, CAO

ii. To the Licensor:

Brenda Schram and Mark Schram
165 Welland Road
Fonthill, Ontario L0S 1E4

- b. Either the Licensee or the Licensor may change its address by notice in writing to the other.

10. Force Majeure

Neither the Licensee nor the Licensor shall be responsible for any loss, damage, delay or non-performance caused by accidents, labour difficulties, acts of God, governmental action, or by any other cause which is unavoidable or beyond its reasonable control (an "Event of Force Majeure"). The party whose performance of this Agreement is or may reasonably be expected to be affected by an Event of Force Majeure shall promptly notify the other party of the existence of such circumstances and shall use its best efforts to resume and complete performance. Whenever either party is reasonably certain that an Event of Force Majeure is likely to occur, it shall notify and consult with the other party as soon as practicable. All time periods for the performance of obligations hereunder shall be extended by a period corresponding to the time period of any delay caused by the occurrence of an Event of Force Majeure. This provision shall not excuse the Licensee from payment of the Licence Fee and other payments hereunder.

11. Miscellaneous

- a. This Agreement contains the entire understanding between the parties relating to the subject matter hereof. No amendment to this Agreement shall be valid unless in writing and signed by each of the parties hereto.
- b. The Licensor represents and warrants that it has the full right and authority to grant to the Licensee the licence and rights contained in this Agreement. The Licensee represents and warrants to the Licensor that it has full right and authority to enter into this Agreement.
- c. Every provision of this Agreement is intended to be severable. If all or any part of any term or provision hereof is illegal, invalid or unenforceable for any reason, such illegality, invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement.
- d. No omission or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or privilege preclude any other or further exercise thereof or of any other right, power or privilege. The rights and remedies herein provided are cumulative with and not exclusive of any rights or remedies provided by the law.
- e. The Licensor and the Licensee acknowledge and agree that the relationship between them is solely that of independent contractors, and nothing herein shall be construed

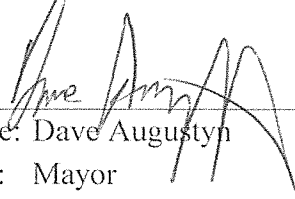
to constitute the parties as employer/employee, partners, joint venturers, co-owners, or otherwise as participants in a joint or common undertaking. Neither party, nor its employees, agents or representatives shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other.

- f. This Agreement shall enure to the benefit of and be binding upon each of the parties hereto and their respective successors and permitted assigns.
- g. This Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered is an original but all of which taken together constitute one and the same instrument. Delivery of this Agreement by fax or e-mail constitutes valid and effective delivery.

IN WITNESS WHEREOF the parties have executed this Agreement.

The Corporation of the Town of Pelham

Per:



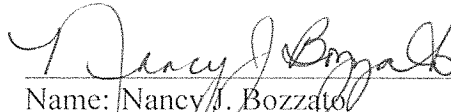
Name: Dave Augustyn

Title: Mayor

We have authority to
bind the Corporation

c/s

Per:



Name: Nancy J. Bozzato

Title: Clerk



Witness

Name: Amber Adams



Witness

Name: Amber Adams



l/s

Brenda Schram



l/s

Mark Schram