

THIS AGREEMENT is made the \_\_\_\_\_ day of \_\_\_\_\_, 2023

BETWEEN:

The Corporation of the Township of Huron-Kinloss  
Hereinafter called the "Township"  
OF THE FIRST PART

AND

Ripley and District Lions Club  
Hereinafter called "The LIONS CLUB"  
OF THE SECOND PART

WHEREAS the Township is the owner of the property located at 344 Lake Range Point Clark in the Township of Huron-Kinloss, in the County of Bruce;

AND WHEREAS the LIONS CLUB has been given permission by the Township to attach a two foot by two foot book exchange on above noted property on the north side of the east entrance door on the east wall and against the north wall approximately eight feet from the entrance door.

AND WHEREAS it is deemed expedient to outline the roles and responsibilities of each of the parties;

NOW THEREFORE WITNESSETH that for and in consideration of the premises and mutual covenants hereinafter set forth, the parties agree with the terms and conditions set out herein.

### **1. Term of Agreement**

The agreement is for a term of five (5) years from September 1<sup>st</sup>, 2023.

### **2. Maintenance**

The LIONS CLUB is solely responsible for paying any and all costs associated with supply, installation, maintenance, and replacement of book exchange if required. Should the LIONS CLUB cease to maintain the book exchange, it is the Township's sole discretion to continue maintenance of the Book Exchange.

#### **RESPONSIBILITIES OF LIONS CLUB**

- a) Supply and install book exchange.
- b) Maintain book exchange as required
- c) Repairs to exterior steel of building if required

#### **RESPONSIBILITIES OF Township**

- a) Report any book exchange damages to Lions Club

### **3. Scheduling of Maintenance**

The LIONS CLUB shall inform the Township, in writing, when book exchange maintenance occurs if required, and the names of the volunteers completing the maintenance.

The Township reserves the right to move (relocate) or remove it for emergency repairs or other operational requirements to the building on which it is affixed.

#### **4. Modifications to Book Exchange**

Prior written approval by the Director of Community Services is required before any modifications are made to the exterior of the Point Clark Community Centre. Maintenance activities covered under this agreement shall be limited to maintaining the appearance of the book exchange.

#### **5. Reporting**

Any issues relating to the safety of the facilities shall be reported to the Township immediately.

#### **6. Insurance**

Commercial General Liability Insurance

Commercial General Liability Insurance satisfactory to the Township and underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to:

- LIMITS OF INSURANCE (applicable for each individual Club) Designated Location/General aggregate Limit \$2,000,000
- Products-Completed Operations Aggregate \$2,000,000
- Personal & Advertising Injury Limit \$1,000,000
- Damage to Premises Rented to You \$1,000,000
- Premises Medical Expense Limit (Any one person) \$ 5,000
- The Limit of Liability applicable to each occurrence is \$1,000,000 for Bodily Injury and Property Damage combined.
- The policy shall provide 30 days prior notice of cancellation

#### **7. Notice of Termination**

If either the LIONS CLUB or the Township wishes to terminate this Agreement prior to the end of the term created by this Agreement, notice to that affect will be given in writing NOT LESS THAN (14) DAYS. The LIONS CLUB agrees and acknowledges that a notice to terminate the Agreement as described above shall be delivered or mailed to the offices of the Township at:

The Township of Huron-Kinloss  
21 Queen St Box 130  
Ripley, Ontario N0G 2R0      Attention: Director of Community Services

The Township agrees that a notice to terminate the Agreement as described above shall be delivered or mailed to:

Ripley and District Lions Club  
Address \_\_\_\_\_  
Attention: \_\_\_\_\_ President or vice President

#### **8. Indemnity**

The LIONS CLUB agrees to indemnify and save the Township and the Township's employees, officers and agents harmless from any claims, prosecutions, actions, proceedings and judgments of any type relating to the use of the licensed area by the LIONS CLUB. The LIONS CLUB shall respond to any such matter by engaging legal counsel to represent the Township's interest and will promptly satisfy any settlement amount, fine, bill of costs or judgment imposed with respect to same.

The LIONS CLUB is required to indemnify the Township for expenses incurred. If a claim arises, the LIONS CLUB shall indemnify the Township to the extent that the Township has not acted with negligence or willful intent.

IN WITNESS WHEREOF the Parties hereto have hereunto caused to be affixed their respective seals, attested by the hands of their proper officers duly authorized in that behalf

SIGNED, SEALED AND DELIVERED  
In the presence of

RIPLEY AND DISTRICT LIONS CLUB

\_\_\_\_\_  
-----, Vice President  
LIONS CLUB

\_\_\_\_\_  
\_\_\_\_\_, President  
LIONS CLUB

THE CORPORATION OF THE TOWNSHIP OF HURON-KINLOSS

\_\_\_\_\_  
Mike Fair, Director of Community Services  
Township of Huron-Kinloss