

Schedule A
By-law No. 2024-108

THIS AGREEMENT is made the 18th, day of November 2024

BETWEEN:

The Corporation of the Township of Huron-Kinloss
Hereinafter called the "Township"

OF THE FIRST PART

AND

Huron Lakeshore Friendship Club
Hereinafter called "The HLFC"

OF THE SECOND PART

WHEREAS the Township is the owner of the property located at Point Clark Community Centre (PCCC) (344 Lakerange Dr) in the Township of Huron-Kinloss, in the County of Bruce;

AND WHEREAS the HLFC has been given permission by the Township to have exclusive use of the main floor on Mondays and Thursdays and Four (4) special event days including June Brunch, September Harvest Dinner, October Craft Show, and Christmas Dinner, and storage room in basement of facility on the above noted property;

AND WHEREAS the HLFC has been given permission by the Township to have use of the basement with cooperation and notice to Her strength Studios on the last Saturday of October for a Craft Show on the above noted property;

AND WHEREAS the Township may schedule use from time to time and will notify the HLFC for elections, extended maintenance / renovations and emergencies as required.

AND WHEREAS the HLFC will compensate the Township of Huron-Kinloss with a donation of \$2,080.00 due December of 2024 and the donation will increase by two percent (2%) annually. See Schedule A.

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 ten (10) years from (November 18th, 2024).

2. Maintenance

The HLFC is solely responsible for any set-up and take-down of tables and chairs, sweeping and disposal of sweepings, wiping down counters, cleaning any dishes used.

RESPONSIBILITIES OF HLFC

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- a) Sweep floors as required after HLFC use and disposal into garbage receptacles.
- b) HLFC to set up chairs and tables and return to their original location.
- c) Key access is provided to the HLFC. President, Treasury, Shuffleboard Rep, Jam Session Rep, Craft Rep, and one extra key holder if required.
- d) Book all facilities for meetings and events with the Community Services Department.
- e) All cleaning related to kitchen facilities after HLFC usage.
- f) HLFC to Submit certificate of Insurance annually.
- g) All approved items donated to the building become the property of the Township of Huron-Kinloss

RESPONSIBILITIES OF Township

- a) Contract maintenance services for all other rentals
- b) Repairs to building as required.
- c) Dispose of Garbage in receptacles
- d) Sweep floors as required
- e) Seal and Wax Floors as required

3. Scheduling of Maintenance

The HLFC shall inform or request approval from the Township, in writing, when a proposed modification is requested or scheduled to take place and provide a description of the maintenance to be completed.

4. Modifications to the

Written approval by the Director of Community Services is required before any modifications are made to the PCCC or items donated to the Township of Huron-Kinloss.

5. Reporting

Any issues relating to the maintenance, safety or structural integrity of the facilities shall be reported to the Township immediately.

6. Insurance

The Township does not insure any items owned by the HLFC.

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:

- (a) A limit of liability of not less than \$2,000,000/occurrence with an aggregate of not less than \$3,000,000
- (b) Add the Township as an additional insured with respect to the operations of the Named Insured
- (c) The policy shall contain a provision for cross liability and severability of interest in respect of the Named Insured
- (d) Non-owned automobile coverage with a limit not less than \$2,000,000 and shall include contractual non-owned coverage (SEF 96)
- (e) Products and completed operations coverage

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- (f) Broad Form Property Damage
- (g) Contractual Liability
- (h) Work performed on Behalf of the Named Insured by Sub-Contractors
- (i) The policy shall provide 30 days prior notice of cancellation

7. Notice of Termination

If either the HLFC or the Township wishes to terminate this Agreement prior to the end of the term created by this Agreement, notice to that effect will be given in writing NOT LESS THAN ONE HUNDRED AND EIGHTY (180) DAYS. The HLFC 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:

Huron Lakeshore Friendship Club HLFC,
Name and Address

8. Indemnity

The HLFC 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 HLFC. The HLFC 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 HLFC is required to indemnify the Township for expenses incurred. If a claim arises, the HLFC 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

HURON LAKESHORE FRIENDSHIP CLUB

Vice President
HLFC

President
HLFC

THE CORPORATION OF THE TOWNSHIP OF HURON-KINLOSS

Clerk

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Township of Huron-Kinloss

, Mayor
Township of Huron-Kinloss

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		2% annually	Donation Amount	Year
Since 1988	\$ 2,000.00	\$ 40.00	\$ 2,040.00	2023
	\$ 2,040.00	\$ 40.80	\$ 2,080.80	2024
	\$ 2,080.80	\$ 41.62	\$ 2,122.42	2025
	\$ 2,122.42	\$ 42.45	\$ 2,164.86	2026
	\$ 2,164.86	\$ 43.30	\$ 2,208.16	2027
	\$ 2,208.16	\$ 44.16	\$ 2,252.32	2028
	\$ 2,252.32	\$ 45.05	\$ 2,297.37	2029
	\$ 2,297.37	\$ 45.95	\$ 2,343.32	2030
	\$ 2,343.32	\$ 46.87	\$ 2,390.19	2031
	\$ 2,390.19	\$ 47.80	\$ 2,437.99	2032
	\$ 2,437.99	\$ 48.76	\$ 2,486.75	2033