

OCCUPANCY AGREEMENT

THIS AGREEMENT (the "Agreement") made the May 1 2025.

BETWEEN:

**The Corporation of the Township of Huron-Kinloss
(The "Township")**

AND

**Ripley-Huron Skating Club
(The "The RHSC")**

WHEREAS the Township is the owner and manager of the property located at Ripley-Huron Community Centre, (17 Queen Street Ripley), in the Township of Huron-Kinloss, in the County of Bruce;

AND WHEREAS, the Township and RHSC have agreed that the RHSC may use the portion of the premises described as the "Ripley-Huron Community Centre" in (the "Premises"), for the purpose, during the time period, and on the terms and conditions set out in this Agreement.

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

NOW THEREFORE, in consideration of the sum of \$2.00, the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Premise

- a. The Township hereby grants RHSC permission to occupy and use the Premises when the building is open and staffed, during the Term (as defined below) for the purpose of providing Skating-related programs.
- b. RHSC hereby acknowledges that other recreation user groups use the Ripley-Huron Community Centre and that only the Figure Skating Office, and two storage stalls in equipment room are available for exclusive use by RHSC. All other publicly available spaces for rent will be based upon availability and fees as per the rates and fees by-law.
 - Office space at the southeast corner of building measuring 5 ft X 14 ft
 - Two storage lockers in equipment room measuring 4ft X 3ft
 - One skating jump device above the ice surface.

2. Term of Agreement

- a. The term of this Agreement shall be ten (10) years commencing on the 1st of May 2025 and terminating on the 1st of May 2035 (the "**Term**").
- b. RHSC shall have the right to extend the term of this Agreement (the "**Extension Option**") for a further period up to five (5) years upon the said terms and conditions as herein contained, save and except as to the rent that shall be negotiated between RHSC and the Township. Provided that if the Township and RHSC cannot agree upon such renewal rent then it shall be fixed by arbitration with reference to rent for similar premises in the Township of Huron-Kinloss.

3. Maintenance

Responsibilities of RHSC

- a. The RHSC is solely responsible for paying all costs associated with maintaining office space, storage lockers, and skating jump aid.
- b. The RHSC will maintain any property and liability insurance for their property and programs and name the Township of Huron-Kinloss additionally insured.
- c. The RHSC acknowledges that the Township of Huron-Kinloss does not insure any property or contents owned by the RHSC.
- d. The RHSC shall remove any property from the Ripley-Huron Community Centre if the agreement is nullified.
- e. The RHSC will perform any inspections for the skating jump aid as required by insurance carrier or industry standards and ensures that the skating jump aid is locked when not in use.
- f. The Township endeavors to ensure suitability of the premise that it is leasing to RHSC. If a deficiency in the Premises, building or property comes to the attention of RHSC, then RHSC will notify the Township Park and Facility Supervisor in writing immediately to enable the Township to rectify the deficiency. The parties agree that continued use by RHSC shall absolve the Township from any property damage or bodily injury which may occur as a direct result of its activities.
- g. RHSC shall at all times exercise due care and diligence in the use of the Township Property. Any items damaged by RHSC, beyond reasonable wear and tear, shall be replaced by RHSC with a product of similar size, quality and capability.
- h. RHSC hereby acknowledges that the Township shall not be held responsible, in any manner, for RHSC's equipment while being in the Premise.
- i. RHSC shall not do or suffer any waste or damage, disfiguration or injury to the Premises, nor permit or suffer any overloading of the floors, roof deck, walls or any other part of the Premises, and shall not use

or permit to be used any part of the Premises for any illegal or unlawful purpose or any dangerous, noxious or offensive trade or business, and shall not cause or permit any nuisance in at or on the Premises.

- j. RHSC covenants to keep the Premises in a clean and orderly state during its use, consistent with the general standards applicable to buildings of a similar nature in the vicinity of the Premises, and in no instance shall RHSC be responsible or liable for the actions or inactions of the Third-Party Users in this regard.

4. Responsibilities of Township

- a. At its expense, pursuant to this Agreement, the Township shall keep the Premises, building structure and systems, and the Property in good repair and condition.
- b. The Township covenants to provide at its own expense pest control and landscaping.
- c. The Township will provide snow removal for the sidewalks and parking lot.
- d. The Township shall keep the Premises and stairways, corridors, entrances, washrooms, and other common areas of the building and the parking lot in a state of good repair and maintenance consistent with other Township facilities.
- e. The Township shall be responsible for providing garbage and recycling services for the premises. The Township shall ensure all access doors are working properly.
- f. The Township shall be responsible for all capital expenditures in respect of the Premises as reasonably deemed necessary by the Township, including but not limited to HVAC, flooring, exterior steel and doors.
- g. The Township shall respond to and repair all deficiencies in the Premises, building or property in a timely manner.
- h. The Township will maintain an inventory of equipment, furnishings and décor within the Premises that is owned by the Township of Huron-Kinloss (the "**Township Property**"). The Township will not be responsible for the replacement of any such items as a result of damage or negligence by RHSC.
- i. The Township will obtain and keep in force during the Term of this Agreement a policy or policies of all risks property insurance in accordance with the Township's practice for other Township properties of a similar nature.
- j. The Township will ensure that RHSC and invitees shall have free parking on a first come first serve basis at the Premises.
- k. The Township is responsible for the supply of and payment for heating and air conditioning, electricity, water, and sewage expenses for the Premises.

5. Scheduling of Maintenance

The Ripley-Huron Community Centre hours of operation are available from the Community Services staff. Any RHSC activities will be scheduled during regular operating hours.

6. Reporting

Any issues relating to the safety or structural integrity of the skating jump aid, storage, or office space shall be reported to the Community Services staff in writing and RHSC immediately for repairs or lock-out/removal until repairs are made.

7. Ice Rental Rates and fees

All room rentals will be booked with the Community Services Department. Room rentals for meeting purposes will be available at no cost between October 1st and March 31st during the "ice season", if not otherwise booked and the facility is open and staffed. All other bookings are as per the municipal rates and fees by-law.

The following chart outlines the annual ice rental subsidy until the 2028-2029 season, and subsequently thereafter the ice rental subsidy will be set at Prime rate less \$50.00 per hour.

| YEAR | SUBSIDY PER HOUR |
|-----------|------------------|
| 2024-2025 | \$82.00 |
| 2025-2026 | \$70.00 |
| 2026-2027 | \$70.00 |
| 2027-2028 | \$60.00 |
| 2028-2029 | \$50.00 |

All regular scheduled ice bookings are administered through the Municipal Ice Allocation Policy and not subject to sublets.

8. Inspection and Repair on Notice

- a. The Township, its servants, agents and contractors shall be entitled to enter upon the Premises at any time, without notice, for the purpose of making emergency repairs, and during normal business hours on reasonable prior written notice, for the purpose of having access to under-floor ducts or to the access panels to mechanical shafts (which RHSC agrees not to obstruct). The Township, its servants, agents and contractors, at any time, on reasonable prior written notice, enter upon the Premises to remove any article or remedy any condition which, in the opinion of the Township, would likely lead to the cancellation of any insurance policy.

- b. The Township will take reasonable precautions and attempt to schedule such work outside of RHSC Schedule so as not to unreasonably interfere with the operation of RHSC's business and to minimize interference with RHSC's use and enjoyment of the Premises.

9. Alterations

- a. RHSC will not make or erect in or to the Premises any installations, alterations, additions or partitions without first submitting drawings and specifications to the Township and obtaining the Township's prior written consent which the Township will not unreasonably withhold.

10. Mutual Indemnification

- a. RHSC and the Township shall indemnify and hold harmless the other, from the date of this Agreement, against all liabilities, costs, fines, suits, claims, demands or actions of any kind for which the other may become liable for any reason, including any breach, violation or non-performance by the other party of their obligations in this Agreement, or any injury, death or damage to property, occasioned to or suffered by any person or any property from any act, negligence, or default by the other party or its employees, subcontractors, invitees or agents on the Premises, including any environmental matters that arise as a result of the other party's occupation and use of the Premise.
- b. The Township shall not, in any way, be responsible for any liabilities, costs, , fines, suits, claims, demands or actions of any kind with respect to the use of the Premises by RHSC, except for matters arising from the Township's own negligence or misconduct.
- c. The RHSC shall not, in any way, be responsible for any liabilities, costs, fines, suits, claims, demands or actions of any kind with respect to the use of the Premises by the Third Party Users, except for matters arising from RHSC own negligence or misconduct.

11. Notice of Termination

The term of this agreement may be extended by the Township of Huron-Kinloss. The Director of Community Services is authorized by the Township to negotiate the terms of any extension to this agreement.

If either the RHSC 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 ONE HUNDRED AND TWENTY (120) DAYS. The RHSC 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 to mailed:

Ripley-Huron Skating Club RHSC,

Office 17 Queen St Ripley Attention: President of RHSC

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-HURON SKATING CLUB

_____, Vice President
RHSC

_____, President
RHSC

THE CORPORATION OF THE TOWNSHIP OF HURON-KINLOSS

Jennifer White, Manager of Legislative Services
Township of Huron-Kinloss

Don Murray, Mayor
Township of Huron-Kinloss