

**PUBLIC FACILITIES
LIMITED USE AGREEMENT**

This Agreement is made as of the date of signing on behalf of the Town of Minto.

BETWEEN:

THE CORPORATION OF THE TOWN OF MINTO

**Hereinafter referred to as the “Town”
of the FIRST PART,**

AND

THE CLIFFORD COMMUNITY CHURCH

**Hereinafter referred to as the “Church”
of the SECOND PART.**

WHEREAS:

- A. The Town is the owner and operator of the Clifford Hall.
- B. The Church wishes to use the aforementioned facility, namely the large hall, small room, kitchen and upstairs meeting room for their group activities on Sundays as well as Monday evenings and Friday evenings.
- C. The Town is prepared to allow such use on and subject to the terms and conditions contained in this Agreement from January 1st, 2019 – December 31st, 2023 inclusive.

NOW THEREFORE IN CONSIDERATION OF the terms and conditions contained herein the parties hereto agree as follows:

- 1. **Use Rights.** The Church agrees to the following conditions:
 - a. Each rental will be scheduled through the Town’s centralized booking process.
 - b. The Church agrees that if the Town has the opportunity to book the Clifford Hall for the full rental fee; that the Church will work with the Town to try and relocate the Church’s program to a mutually agreed upon location. The Town will try to avoid these situations.
- 2. **Charges.** The Church agrees to the following conditions:
 - a. Pay the Town a rate of \$159.18 per week for the normal use the Clifford Hall. This amount will be payable annually.
 - b. 3% will be added to the amount payable annually for the normal use of the hall.
 - c. Additional use of the Clifford Hall on Wednesday and Thursday evenings will be invoiced separately at a rate of \$25.00 per use.
 - d. All amounts are subject to applicable taxes.

3. **Payments Due/Interest on Overdue Payments.** Charges shall be due and payable within thirty (30) days following each invoice and unpaid charges thereafter shall bear interest at the rate of two percent (2%) per month or twenty-four percent (24%) per annum compounded annually.
4. **Parking and Access.** The Church and attendees may use the facilities' available unrestricted parking areas and the Town shall provide access to and from the arena during those times.
5. **No Town Sponsorship/Responsibility.** The Church acknowledges and shall inform its members using the service that the Town is not a sponsor of or otherwise responsible for the Church's activities and is just providing space for the Church to conduct its activities basis.
6. **Housekeeping.** The Church shall not be responsible for custodial services for the hall either before or after each rental. The Church will be responsible for set-up prior to their events. The Church will also be responsible to tear down and minor housekeeping after their events.
7. **No Town Responsibility.** The Town assumes no responsibility for damage by theft or otherwise to belongings of the Church or the Church's attendees except to the extent caused by the negligence of the Town or any persons for whom the Town is responsible.
8. **Insurance.** The Church should while this Agreement is in effect maintain in force at their own expense insurance coverage with respect to their use and occupation of the aforementioned facilities and should provide the Town with certificates or similar verification to the Town of a policy or policies of an insurance company or companies for insurance against loss by such insurable hazards as the Town may from time to time reasonably request but at least that as would be carried by a prudent operator of similar classes and activities, and liability insurance for bodily injury, death or property damage up to \$2,000,000.00, and every such policy or policies of insurance shall provide cross-liability coverage.
9. **Termination by the Town.** Despite the provisions in paragraph 3 for interest on overdue charges the Town may terminate this Agreement for non-payment of charges that are due and payable or for the breach of any other term of this Agreement by the Church. Further, the Town may terminate this Agreement in full or in part if any safety or health matter of reasonable concern to the Town arises in relation to the use of either of the facilities or any part of either of them.
10. **Not Assignable.** This Agreement shall not be assigned or transferred by the Church to any other person, business or corporation whatsoever.

- 11. **No Registration.** The Church shall not register this Agreement or Notice of this Agreement on the title to the facilities or either of them.

- 12. **Freedom of Information.** The Town discloses and the Church acknowledges that information provided through this agreement process has been and is collected under the authority of the *Municipal Freedom of Information and Protection of Privacy Act* of Ontario and that it may be released voluntarily or its release may be compelled under that Act.

- 13. **Carryover.** In the event that the Church continues to use the aforementioned facilities after the expiration of the stated term of this Agreement without a renewal agreement or a new agreement, then the terms of this Agreement shall continue to apply with the necessary changes to accommodate the circumstances.

- 14. **Notice to Church.** Any notice that the Town determines to give to the Church regarding this Agreement may be given in writing by personal delivery to the Church or by prepaid registered post sent to the Church’s last mailing address known to the Town.

SIGNED BY THE CHURCH this 18th day of December, 2018.

CLIFFORD COMMUNITY CHURCH

Per: _____
Rev. Doug Bott

Per: _____
Joanne Wightman

We have the authority to sign on behalf of the Church.

SIGNED BY THE TOWN this 18th day of December, 2018.

THE CORPORATION OF THE TOWN OF MINTO

Per: _____
Mayor George A. Bridge

Per: _____
Clerk Gordon R. Duff

We have authority to bind the corporation.