

**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**

**NORTH WELLINGTON HEALTH CARE**

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

**WHEREAS:**

- A. The Town is the owner and operator of the Harriston Train Station at 83 Arthur St W.
- B. NWHC wishes to use the facility, exclusively, to provide health care services.
- C. The Town is prepared to allow such use on and subject to the terms and conditions contained in this Agreement from October 1<sup>st</sup>, 2020 – August 31<sup>st</sup>, 2021 inclusive.

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

- 1. **Use Rights.** NWHC and the Town agree to the following conditions:
  - a. NWHC will have exclusive use of the Harriston Train Station during the term of the Agreement. No other use of the indoor space will take place. Outdoor usage will be mutually agreed upon.
  - b. NWHC is permitted to install accessible hardware, at their expense, on the entrance doors; this hardware will remain on the doors upon completion of this agreement.
  - c. NWHC is permitted to install temporary flooring, at their expense, on the hardwood floors.
  - d. NWHC is permitted to install parking lines, at their expense, in the semi-circle driveway.
  - e. NWHC, with written permission from the Town, can make other alterations, at their expense, to the building and property.
  - f. NWHC will pay for the refinishing of the hardwood floors and repainting of the interior walls upon completion or termination of this agreement.

2. **Charges.** NWHC agrees to the following conditions:
  - a. Pay the Town a rate of \$200 plus HST per week for the use the Harriston Train Station. This amount will be invoiced and payable monthly.
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.** NWHC and attendees may use the facilities' available unrestricted parking areas and the Town shall provide access to and from during those times.
5. **No Town Sponsorship/Responsibility.** NWHC acknowledges and shall inform its members using the service that the Town is not a sponsor of or otherwise responsible for NWHC's activities and is just providing space for NWHC to conduct its activities.
6. **Housekeeping.** NWHC shall be responsible for custodial services and maintenance of the interior spaces. The Town will be responsible for maintenance of exterior spaces, including snow removal.
7. **No Town Responsibility.** The Town assumes no responsibility for damage by theft or otherwise to belongings of NWHC or NWHC's attendees except to the extent caused by the negligence of the Town or any persons for whom the Town is responsible.
8. **Insurance.** NWHC 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 \$5,000,000.00, 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 NWHC. 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 NWHC to any other person, business or corporation whatsoever.

11. **No Registration.** NWHC 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 NWHC 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 NWHC 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 NWHC.** Any notice that the Town determines to give to NWHC regarding this Agreement may be given in writing by personal delivery to NWHC or by prepaid registered post sent to NWHC's last mailing address known to the Town.

**SIGNED BY NWHC this 16<sup>th</sup> day of September, 2020.**

**NORTH WELLINGTON HEALTH CARE**

Per: \_\_\_\_\_  
Stephen Street

I have the authority to sign on behalf of NWHC.

**SIGNED BY THE TOWN this 6<sup>th</sup> day of October, 2020.**

**THE CORPORATION OF THE TOWN OF MINTO**

Per: \_\_\_\_\_  
Mayor George A. Bridge

Per: \_\_\_\_\_  
Clerk Annilene McRobb

We have authority to bind the corporation.