

THIS AGREEMENT made as of the 16th day of April, 2024

BETWEEN: **Teviotdale Truck Stop Inc.**
(hereinafter called the "Owner")

OF THE FIRST PART

and

THE CORPORATION OF THE TOWN OF MINTO
(hereinafter called the "Town")

OF THE SECOND PART

WHEREAS the Town is wishing to promote the Town of Minto as a centre for tourism in Wellington;

AND WHEREAS the Town has determined that one of the ways it might make the area more attractive to both residents and tourists is to place murals in prominent places within the municipality;

AND WHEREAS the Owner owns a building located in the former Township of Minto, a community within the Town of Minto which has been deemed suitable and desirable for the placement of such murals;

AND WHEREAS the Owner and the Town agree on the use of the property for such murals;

NOW THEREFORE THIS AGREEMENT IN WITNESS THAT the parties agree as follows:

License and Access

1. The Owner hereby grants to the Town a license and right to install six 31" x 51" mural panels with an overall size of 8' high x 19' 6" wide, on the southwest side of the parking area at 6753 Wellington Road 109, Palmerston, Ontario (hereinafter known as the mural site), (Mural Images attached as Schedule "A").
2. The Owner shall allow the Town, through its designated Sign Maker or the Sign Maker's employees, access to the mural site at reasonable times and days for a period of time sufficient to install the mural.
3. The Owner shall allow the Town, through its designated Sign Maker or the Sign Maker's employees, access to the mural site at reasonable times and days for a period of time sufficient to allow proper maintenance of the murals.
4. The Owner shall not interfere with the activities of the Town, through its Sign Maker and the Sign Maker's employees, during the installation and maintenance of the mural.
5. The Owner shall not cover the murals with any object and shall not use the mural in any way to advertise its business. However, the Owner may include the murals in a general depiction of its building, provided that the murals are not the principal focus of the depiction and that depiction is not used for advertising purposes.
6. The Town shall not block any avenue of ingress or egress from the property during the periods for installation or maintenance of the murals nor shall the Town interfere with traffic into and out of the property.

Cost of Completion and Maintenance

7. The Town shall be solely responsible for all costs associated with the preparation, completion and maintenance of the murals including any costs associated with removing graffiti or repairing of the murals due to vandalism.

Consideration

8. The Town shall pay to the Owner a license fee of \$1.00 (One Dollar) as consideration for the rights conferred by this license. Said sum shall be paid at the time this License Agreement is executed.

Building Owner's Representations

9. The Owner represents that they have an ownership interest in the property in question or that he/she is the duly authorized representative of a party with an ownership interest in the property and that the land is unencumbered with any limitations which might restrict the Town's exercise of this license other than the impact of any ordinances or restrictions imposed by a government body.
10. The Owner represents that he/she enjoys the rights to access and use of the property that he/she purports to grant to the Town via this license.
11. The Owner is duly organized/formed, validly existing and of good standing and has all rights, power and authority to make this license and bind itself hereto.

Town's Representations

12. The Town represents that it is duly organized/formed, validly existing and in good standing and has all rights, power and authority to make this license and bind itself hereto.
13. The Town represents that upon completion of the murals, it will become the owner of the murals and the holder of the copyright.
14. The Town represents that the installation of the mural will not violate any laws, or regulations, or rights or interests of any third parties, including copyright and intellectual property rights.

Mural Preservation

15. The Owner agrees to preserve the integrity of the property and agrees not to alter, damage, desecrate, obstruct or remove the signs in any manner for a period of twenty (20) years.

Destruction of the Mural Site

16. If the Owner determines that the site must be demolished, he shall notify the Town of the imminent destruction of the site as soon as practicable, and in no event later than 90 days before the demolition of the structure.

17. This is a community cooperative effort. Should the Owner need to take action to maintain the site in any way that will or could harm the murals, or should the Town need to take action to preserve or maintain the murals in a manner that will or could harm the site, the parties will notify each other and work out a cooperative solution.

Risk of Loss

18. The Town accepts the risk of loss of the murals due to casualty such as a natural disaster or fire.

Indemnification

19. The Town shall indemnify the Owner against any claim, action or suit brought against the Owner or any property damage sustained by the Owner arising out of the Town's completion or maintenance of the murals.
20. The Town shall obtain and keep in force a comprehensive general liability insurance policy, in standard form, protecting the Town against any and all liabilities arising out of or related to the installation and maintenance of the murals in respect of destruction of or damage to any property. Such policy shall also be written as a primary policy not contributing with any other coverage which the Sign Maker may carry. The Town shall name the Owner and Sign Maker as an additional insured on this policy and shall provide the Owner with proof thereof.

Compliance with Laws

21. The parties agree to comply with all applicable laws, rules and regulations respecting the building and its uses.
22. This license shall be governed by the laws of the Province of Ontario.

Miscellaneous

23. Notices to either party shall be made in writing and sent to the other party, by certified mail, return receipt requested, at the address set forth below. Notice is effective upon receipt.
24. No revision of this license is valid unless in writing and executed by the parties or their authorized officers.
25. The terms of this license shall be binding upon the heirs, successors and permitted assigns of the parties.
26. This license constitutes the entire agreement of the parties.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED

In the presence of

.....)
Witness) Teviotdale Truck Stop Inc. Signing Officer
.....).....
) Teviotdale Truck Stop Inc. Signing Officer
Witness)
)
)
) THE CORPORATION OF THE TOWN OF MINTO
) Per:
)
) Mayor, Dave Turton
)
)
) Clerk, Annilene McRobb
)
) We have authority to bind the corporation.

Schedule "A"
Mural Image

