

**Town of Minto By-Law No. 16-84**  
**Schedule A**  
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**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 HARRISTON LAWN BOWLING CLUB**

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

**WHEREAS:**

- A. The Town is the owner of the lands and building located at 43 Arthur St. W in Harriston.
- B. The Club is the operator of the lands and building located at 43 Arthur St. W in Harriston.
- C. The Club wishes to operate the aforementioned facilities for their group activities.
- D. The Town is prepared to allow such use on and subject to the terms and conditions contained in this Agreement from January 1<sup>st</sup>, 2017 – December 31<sup>st</sup>, 2018 inclusive.

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

- 1. **Use Rights.** The Club and Town agree to the following conditions:
  - a. The Club is the operator of the lands and building and all rentals will be booked through the Club’s appropriate contact.
  - b. The Club is responsible for promoting and advertising the land and building.
  - c. A Town representative will be permitted to attend executive meetings of the Club as an ex-officio member.
- 2. **Charges.** The Club and Town agree to the following conditions:
  - a. The Club will collect and keep all revenues derived from usage and membership.
  - b. The Club will pay the Town zero dollars (\$0.00) for the use of the land and building, for property taxes and water service.

3. **Operational Costs.** The Club will be responsible for all of the operational costs of the land and building, including but not limited to: heat, hydro and grass cutting. The Club will perform minor maintenance on the hall and land. The Town will pay for the septic system and all associated costs.
4. **Capital Costs.** The Town shall be responsible for the capital, maintenance and repair costs of the facility for the habitation of the occupants including but not limited to: heating system, windows and roof. The Club shall be responsible for the capital, maintenance and repair costs of all lawn bowling equipment as well as furniture and fixtures in the facility for the quiet enjoyment of the Club and renters.
5. **No Town Sponsorship/Responsibility.** The Club acknowledges and shall inform its members using the service that the Town is not a sponsor of or otherwise responsible for the Club's activities and is just providing space for the Club to conduct its activities.
6. **Housekeeping.** The Club shall be responsible for custodial services for the building.
7. **No Town Responsibility.** The Town assumes no responsibility for damage by theft or otherwise to belongings of the Club or the Club'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 Town will provide property and liability insurance to protect their interests as property owners. A list of all volunteers shall be maintained by the Club for insurance coverage purposes under the Town's policy.
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 Club. 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 Club to any other person, business or corporation whatsoever.
11. **No Registration.** The Club 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 Club 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. **Review of Terms.** Review of all terms outlined in this agreement is permissible annually if requested by the Club or Town prior to the expiration of the term of this agreement.
14. **Carryover.** In the event that the Club 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.
15. **Notice to Club.** Any notice that the Town determines to give to the Club regarding this Agreement may be given in writing by personal delivery to the Club or by prepaid registered post sent to the Club's last mailing address known to the Town.

**SIGNED BY THE CLUB this 1<sup>st</sup> day of November, 2016.**

**THE HARRISTON LAWN BOWLING CLUB**

Per: \_\_\_\_\_  
Ray Harris

I have the authority to sign on behalf of the Club.

**SIGNED BY THE TOWN this 1<sup>st</sup> day of November, 2016.**

**THE CORPORATION OF THE TOWN OF MINTO**

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

Per: \_\_\_\_\_  
C.A.O. Clerk Bill White

We have authority to bind the corporation.