

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

NORWELL DISTRICT SECONDARY SCHOOL

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

WHEREAS:

- A. The Town is the owner and operator of the Palmerston & District Community Centre, namely its ice surface, the Barb Wright, Kinsmen & Lawrence Park Baseball Diamonds, soccer pitches and tennis courts. The Town is also the owner of the Harriston-Minto Community Complex and Clifford Arena.
- B. The User wishes to use the aforementioned facilities for their group activities mainly by physical education classes, instructional classes and the varsity hockey teams.
- C. The Town is prepared to allow such use on and subject to the terms and conditions contained in this Agreement from September 1, 2016 – August 31, 2019 inclusive.

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

- 1. **Use Rights.** The User agrees to the following conditions:
 - a. Each rental will be scheduled with the appropriate Recreation Lead Hand.
 - b. Adherence to the Town of Minto Recreation Department’s Ice User Agreement, which is reviewed annually. The Town will provide a copy to the User annually in September.
- 2. **Charges.** The User agrees to the following conditions:
 - a. Pay the Town an annual sum of one thousand dollars (\$1000.00) for the use of the ball diamonds, soccer pitches and tennis courts as listed above. This amount will be payable annually in September.
 - b. Pay the Town an annual sum of twenty five hundred dollars (\$2500.00) for the use of the ice surface per instructional class, based on 60 hours of usage per class.

- c. Pay the Town an hourly rate of forty dollars (\$40.00) for each hour of rented ice time between 9:00am - 3:00pm on weekdays for physical education classes.
- d. Pay the Town an hourly rate of sixty dollars (\$60.00) for each hour of rented ice before 5:00pm on weekdays for varsity hockey teams.
- e. Pay the Town the applicable hourly minor sports rate for each hour of rented ice.

The proposed minor sports hourly ice is as follows:

Ice Season	Weekdays after 5:00pm and Sundays	Saturdays
2016-17	\$101.00/hour	\$93.00/hour
2017-18	\$103.00/hour	\$95.00/hour
2018-19	\$105.00/hour	\$97.00/hour

- f. Charges outlined in 2b, 2c and 2d are also applicable at the Harriston-Minto Community Complex and Clifford Arena should their ice surfaces be required.
- g. All amounts are subject to applicable taxes except for instructional classes in 2b.

3. **Payments Due/Interest on Overdue Payments.** Charges shall be due and payable within thirty (30) days following each monthly 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 User 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 User acknowledges and shall inform its members using the service that the Town is not a sponsor of or otherwise responsible for the User's activities and is just providing space for the User to conduct its activities basis.
6. **Housekeeping.** The User shall not be responsible for janitorial services for the auditorium either before or after each rental.
7. **No Town Responsibility.** The Town assumes no responsibility for damage by theft or otherwise to belongings of the User or the User'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 User 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 User. 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 User to any other person, business or corporation whatsoever.
11. **No Registration.** The User 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 User 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 User 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 User.** Any notice that the Town determines to give to the User regarding this Agreement may be given in writing by personal delivery to the User or by prepaid registered post sent to the User to NDSS, 355 Cumberland St., Palmerston, ON N0G 2P0.

SIGNED BY THE USER this 1st day of November, 2016.

NORWELL DISTRICT SECONDARY SCHOOL

Per: _____
Paul Richard

Per: _____
Ian Strachan

We have authority to sign on behalf of the User.

SIGNED BY THE TOWN this 1st day of November, 2016.

THE CORPORATION OF THE TOWN OF MINTO

Per: _____
Mayor George Bridge

Per: _____
CAO/Clerk Bill White

We have authority to bind the corporation.