

**Town of Minto By-Law No. 16-88  
Schedule A  
Page 1 of 4**

**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 PALMERSTON CURLING CLUB**

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

**WHEREAS:**

- A. The Town is the owner of the Palmerston & District Community Centre including its curling surface, lounge, storage areas, kitchen, change rooms and bar area.
- B. The Club wishes to use the aforementioned facilities for their activities, namely curling.
- C. The Town is prepared to allow such use on and subject to the terms and conditions contained in this Agreement from September 1<sup>st</sup>, 2016 – August 31<sup>st</sup>, 2019 inclusive.

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

- 1. **Use Rights.** The Club agrees to the following conditions:
  - a. Rent the aforementioned facilities, generally October - March, each calendar year.
  - b. Liaise with the Recreation Facilities Manager or designate regarding curling start and end dates and to discuss any other pertinent information.
- 2. **Charges.** The Club agrees to the following conditions:
  - a. The Club agrees to pay a monthly rental fee of two thousand eight hundred fifty dollars and five cents (\$2833.05), plus the rate of the annual October CPI or 2%, whichever is less, compounded annually, for the 2016-17, 2017-18 and 2018-19 curling seasons.
  - b. The Club’s opening and closing months will be prorated by the numbers of days in that month that the curling refrigeration equipment was in operation.
  - c. Invoicing will occur two months after the first billable month.
  - d. The Club agrees to pay all metred natural gas costs.
  - e. The Town agrees to pay all electrical, water and sewer costs.
  - f. 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 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 Club and attendees may use the facilities' available unrestricted parking areas and the Town shall provide access to and from the auditorium during those times.
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 basis.
6. **Housekeeping.** The Club shall be responsible for janitorial services and minor repairs during the time period that they rent. Two inspections shall occur by representatives of the Town and the Club prior to the start of the curling season and immediately following the curling season annually. The Club agrees to keep all exits free of obstruction and maintain a safe facility. The Town agrees to provide for snow removal at the curling exits.
7. **Maintenance.** The Club shall be responsible for completing the required ice maintenance on the curling surface, including the installation and removal of the ice. All maintenance work in any portion of the curling club will be paid for by the Club.
8. **Refrigeration Equipment.** All costs associated with any capital upgrades carried out on the refrigeration system that services the curling surface shall be split as follows: 25% payable by the Club and 75% payable by the Town.
9. **Other Equipment.** All costs associated with any repairs, service work or capital upgrades carried out on equipment in the lounge, storage areas, kitchen, change rooms, bar area and ice surface shall be paid by the Club. If the Town wishes to use heaters owned by the curling club, a fifty dollar (\$50.00) per day payment will be made to the Club by the Town. If the Town wishes to rent the major kitchen facilities, the Town's kitchen rental rates and procedures will be applied and payable to the Club.
10. **Third Party Use:** The Town reserves the right to rent any portion of the curling club during the non-curling season and retain all associated revenues. The Club reserves the right to rent any portion of the curling club during the curling season and retain all associated revenues. The Club must notify the Town of any curling season rentals that are greater than three days in length.
11. **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.

12. **Insurance.** The Club shall 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.
13. **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.
14. **Not Assignable.** This Agreement shall not be assigned or transferred by the Club to any other person, business or corporation whatsoever.
15. **No Registration.** The Club shall not register this Agreement or Notice of this Agreement on the title to the facilities or either of them.
16. **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.
17. **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.
18. **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.**

**PALMERSTON CURLING CLUB**

Per: \_\_\_\_\_  
Mike Dobson

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: \_\_\_\_\_  
CAO/Clerk Bill White

We have authority to bind the corporation.