

**Town of Minto By-Law No. 17-  
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 HARRISTON KINSMEN CLUB**

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

**AND**

**THE HARRISTON-MINTO AGRICULTURAL SOCIETY**

**Hereinafter referred to as the “Society”  
of the THIRD PART.**

**WHEREAS:**

- A. The Town is the owner and operator of the Harriston-Minto Community Complex including its fairgrounds and surrounding green space.
- B. The Society is a major tenant of the fairgrounds and surrounding green space.
- C. The Club wishes to use the fairgrounds and surrounding green space for their annual Tuff Truck Event and put permanent obstacles and other items in place to facilitate.
- D. 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>, 2017 – August 31<sup>st</sup>, 2022 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. Use the aforementioned area, generally in October, each calendar year.
  - b. Liaise with the Recreation Facilities Manager or designate regarding event details and to discuss any other pertinent information including the provision of a detailed site plan to scale showing the exact nature of permanent improvements to be installed on the lands.

- c. Acquire written confirmation of approval, pre and post installation of all obstacles and items on the fairgrounds from the Recreation Facilities Manager or designate and the Harriston-Minto Agricultural Society.
  - d. Acquire the necessary permits and applications from any agency or government body as required.
- 2. **Charges.** The Club agrees to the following conditions:
  - a. The Club agrees to pay any applicable fees for the use of the fairgrounds.
  - b. Purchase, install and maintain the obstacles and all other items to facilitate the event.
  - c. All amounts are subject to applicable taxes.
  - d. Immediately and without delay remove any one or more obstacle installed when requested in writing by the Town provided a minimum six months' notice is provided by the Town.
- 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 fairgrounds during those times.
- 5. **No Town Sponsorship/Responsibility.** The Club acknowledges and shall inform its members using the service that the Town and Society are not sponsors of or otherwise responsible for the Club's activities and are just providing space for the Club to conduct its activities.
- 6. **Maintenance.** The Club shall be responsible for completing the required maintenance before the event in order to facilitate. The Club shall be responsible for completing any maintenance after the event or at any other time throughout the year at the discretion of the Town and Society to ensure the fairgrounds are in a safe condition.
- 7. **Other Equipment.** All costs associated with any repairs, service work or capital upgrades carried out on obstacles and other items shall be paid by the Club.
- 8. **Third Party Use:** The Club foregoes the right to rent any portion of the fairgrounds to a third party. The Town and Society reserve the right to use any portion of the fairgrounds.
- 9. **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.

10. **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 \$5,000,000.00, and every such policy or policies of insurance shall provide cross-liability coverage naming the Town and Society as additional insured.
  
11. **Liability and Indemnification.** The Club indemnifies the Town from any and all suits, claims, damages, demands, costs, suits, actions or causes of actions of any nature or kind whatsoever arising from or connected with the carrying out of the Club's obligations in this Agreement without restricting the generality of the foregoing with respect to any claims pursuant to the Club's use of the installed obstacles and items. Notwithstanding any other provision of this Agreement, or any intervening acts or arrangements between the parties, the Club shall, at their sole cost, indemnify the Town as set out above including the full legal costs of the Town, which may arise either directly or indirectly by reason of the Club's undertaking the prescribed works or using the same works during any event conducted on the Town's lands.
  
12. **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.
  
13. **Not Assignable.** This Agreement shall not be assigned or transferred by the Club to any other person, business or corporation whatsoever.
  
14. **No Registration.** The Club shall not register this Agreement or Notice of this Agreement on the title to the facilities.
  
15. **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.
  
16. **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.

17. **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 19<sup>th</sup> day of September, 2017.**

**HARRISTON KINSMEN CLUB**

Per: \_\_\_\_\_  
Ryan Hill

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

**SIGNED BY THE SOCIETY this 19<sup>th</sup> day of September, 2017.**

**HARRISTON-MINTO AGRICULTURAL SOCIETY**

Per: \_\_\_\_\_  
Bruce Shannon

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

**SIGNED BY THE TOWN this 19<sup>th</sup> day of September, 2017.**

**THE CORPORATION OF THE TOWN OF MINTO**

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

Per: \_\_\_\_\_  
CAO Clerk Bill White

We have authority to bind the corporation.