

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

MINTO ARTS COUNCIL

Hereinafter referred to as the "Arts Council"
of the SECOND PART.

WHEREAS:

- A. The Town is the primary tenant of the upper floor of the Harriston Carnegie Library.
- B. The Arts Council is the operator of the Minto Heritage Gallery.
- C. The Arts Council wishes to operate an art gallery and related activities in the space allotted to this purpose by the Town.
- D. The Town is prepared to allow such use on and subject to the terms and conditions contained in this Agreement from July 1, 2017 – June 30, 2022 inclusive.

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

- 1. **Use Rights.** The Arts Council agrees to the following conditions:
 - a. Use of the gallery will be under the sole control of the Arts Council.
 - b. Notwithstanding Clause 1. (a), The Arts Council agrees to work with the Town and the Harriston Historical Society to promote joint activities and provide public access to the gallery on a reasonable basis.
- 2. **Charges.** The Arts Council agrees to the following conditions:
 - a. Rental payments will be set at \$2,250.00 per annum payable plus applicable taxes payable in monthly installments of \$187.50.00 plus taxes.
 - b. The space allocation for the Council will include the central exhibit gallery, north gallery area and use of the small storage space off the central exhibit gallery.

3. **Parking and Access.** The Arts Council and attendees may use the facilities' available subject to the rules imposed by the County of Wellington for parking areas under its control.
4. **No Town Sponsorship/Responsibility.** The Arts Council acknowledges and shall inform its members using the service that neither the Town nor the County of Wellington are sponsors of or otherwise responsible for the Arts Council's activities and is just providing space for the Arts Council to conduct its activities.
5. **Housekeeping.** The Arts Council will be responsible for minor cleaning and the County of Wellington will be responsible for janitorial services for the facility.
6. **No Town Responsibility.** The Town assumes no responsibility for damage by theft or otherwise to belongings of the Arts Council or the Arts Council's attendees except to the extent caused by the negligence of the Town or any persons for whom the Town is responsible.
7. **Insurance.** The Arts Council 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 of contents insurance. Cross liability coverage shall be included in the Commercial General Liability sections of the insurance policies.
8. **Termination by the Town.** 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 the facility.
9. **Not Assignable.** This Agreement shall not be assigned or transferred by the Arts Council to any other person, business or corporation whatsoever. Sub-letting and sub-leasing by the Arts Council of the space is permitted as long as the other terms of this agreement are followed.
10. **No Registration.** The Arts Council shall not register this Agreement or Notice of this Agreement on the title to the facility.
11. **Freedom of Information.** The Town discloses and the Arts Council 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.
12. **Notice to User.** Any notice that the Town determines to give to the Arts Council regarding this Agreement may be given in writing by personal delivery to the Arts Council President or by prepaid registered post sent to the Arts Council's last mailing address known to the Town.

SIGNED BY THE MINTO ARTS COUNCIL this 19th day of December 2017.

MINTO ARTS COUNCIL

Per: _____
Julianne von Westerholt, President

Per: _____
Eleanor Butt, Vice-President

We have the authority to sign on behalf of the User.

SIGNED BY THE TOWN this 19th day of December 2017.

THE CORPORATION FO THE TOWN OF MINTO

Per: _____
Mayor George A. Bridge

Per: _____
CAO-Clerk Bill White

We have authority to bind the corporation.