

**Town of Minto By-Law No. 17-
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

NORWELL DISTRICT SECONDARY SCHOOL

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

WHEREAS:

- A. The Town is the owner and operator of the Harriston-Minto Community Complex including its pavilion, surrounding green space and Greenway Trail system.
- B. The School wishes to use the pavilion, surrounding green space and Greenway Trail system to run their Community Environmental Leadership Program.
- C. The Town is prepared to allow such use on and subject to the terms and conditions contained in this Agreement from January 1st, 2018 – June 30th, 2018 inclusive.

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

- 1. **Use Rights.** The School agrees to the following conditions:
 - a. Use the aforementioned area, generally from April to June, each calendar year on weekdays between the hours of 8:00am to 4:00pm.
 - b. Use the baseball canteen for temporary storage from January – June.
 - c. Use the baseball washrooms from April to June.
 - d. Liaise with the Recreation Services Manager or designate regarding program details and to discuss any other pertinent information.
- 2. **Charges.** The School agrees to the following conditions:
 - a. There will be no fixed fee for usage; the School will invest in maintaining some of the areas used by providing for materials and labour where appropriate.
 - b. Pay for or remediate any damages caused by the running of the program.
 - c. If the Town has the opportunity to book any of these areas for the full rental fee, that booking will take precedence over the School’s booking for that day.

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 School 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 School acknowledges and shall inform its members using the service that the Town are not sponsors of or otherwise responsible for the School's activities and are just providing space for the School to conduct its activities.
6. **Third Party Use:** The School foregoes the right to rent any portion of the fairgrounds to a third party. The Town reserves the right to use any portion of the fairgrounds.
7. **No Town Responsibility.** The Town assumes no responsibility for damage by theft or otherwise to belongings of the School or the School'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 School 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 as additional insured.
9. **Liability and Indemnification.** The School 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 School's obligations in this Agreement without restricting the generality of the foregoing with respect to any claims pursuant to the School'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 School 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 School's undertaking the prescribed works or using the same works during any event conducted on the Town's lands.
10. **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 School. 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.

11. **Not Assignable.** This Agreement shall not be assigned or transferred by the School to any other person, business or corporation whatsoever.
12. **No Registration.** The School shall not register this Agreement or Notice of this Agreement on the title to the facilities.
13. **Freedom of Information.** The Town discloses and the School 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.
14. **Carryover.** In the event that the School 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 School.** Any notice that the Town determines to give to the School regarding this Agreement may be given in writing by personal delivery to the School or by prepaid registered post sent to the School's last mailing address known to the Town.

SIGNED BY THE SCHOOL this 19th day of December, 2017.

NORWELL DISTRICT SECONDARY SCHOOL

Per: _____
Paul Richard

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

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