

## LICENSE AGREEMENT

THIS AGREEMENT is made in duplicate on the \_\_\_\_\_ day of April, 2019.

BETWEEN:

**THE CORPORATION OF HALDIMAND COUNTY**

hereinafter called the "Licensor"

AND:

**THE DUNNVILLE LIONESSE CLUB**

hereinafter called the "Licensee"

AND:

**THE DUNNVILLE LIONS CLUB**

hereinafter called the "Licensee"

WHEREAS the Licensor is the registered owner of the lands municipally known as 640 Lock Street, Dunnville, ON, Haldimand County, Ontario (the "Lands");

AND WHEREAS the parties hereto have agreed that the Licensees shall have the right, pursuant to the license herein granted, to utilize a portion of the Lands as outlined in heavy black (the "Licensed Premises") on the plan attached hereto as Schedule "A", subject to the terms and conditions of this License Agreement (the "Agreement");

NOW THEREFORE, in consideration of the sum of Two Dollars (\$2.00 Dollars) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto and of the mutual covenants and agreements herein contained, it is agreed between the parties as follows:

**1. Grant of License**

The Licensor hereby grants to the Licensees the license and privilege to use the Licensed Premises for the purpose of establishing a Splash Pad Facility; on the Licensed Premises, and for no other purpose without the prior written consent of the Licensor.

**2. Term**

The Agreement shall be for a term of Five (5) years, commencing on the \_\_\_\_\_ day of April, 2019 and terminating on \_\_\_\_\_ day of \_\_\_\_\_, 2024 (the "Term").

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Either the Licensees or the Licensor shall have the right to cancel this Agreement, at any time, by giving the other Ninety (90) days prior written notice of cancellation.

### **3. Preparation and Installation of Structure**

The Licensees covenant to make all necessary preparations for, and to conduct, the development of the Splash Pad Facility onto the Licensed Premises in accordance with the requirements of the Licensor.

### **4. Maintenance, Repair and Upkeep of the Licensed Premises**

The Licensor agrees to coordinate the tender and construction of the Project and ongoing maintenance and repairs.

### **5. Contractor Requirements for Installation, Maintenance, Repair or Upkeep**

The Licensees covenant that all contractors hired by the Licensees to install, maintain, repair or upkeep the Licensed Premises or the Splash Pad Facility shall supply a clearance certificate from the Workplace Safety Insurance Board and a certificate of insurance from an insurer licensed to conduct business in the Province of Ontario for no less than \$5,000,000 (Five Million Dollars) General Liability Insurance naming Haldimand County as an additional insured, prior to the commencement of work on the Licensed Premises or to the Splash Pad Facility.

### **6. Access**

The Licensor shall permit the Licensees, its agents, invitees and those having business with any of them, full and uninterrupted access to the Licensed Premises and the Splash Pad Facility during the Term. The Licensor shall be indemnified for any interrupted access due to labour strikes, Acts of God, or other circumstances beyond its control.

### **7. License, Not Lease**

No legal title or interest in the Licensed Premises shall be deemed or construed to have been created or vested in the Licensees by anything contained herein.

### **8. Environmental Contaminants**

The Licensees shall use their continuing effort throughout the Term and any extension thereof to ensure that no part of the Lands is used to generate, manufacture, refine, treat, transport, store, handle, dispose of, transfer or produce any Environmental Contaminant onto the Lands.

### **9. Indemnities and Releases**

Save and except for any damage arising from the negligent act or omission of the Licensor or Licensee, as the case may be, or any person for whom they are in law responsible, the parties hereto agree to indemnify and save harmless each other from and against any and all claims, including, without limitation, all claims for bodily injury or property damage, arising from any act or omission of the other party, any assignee, agent, contractor,

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servant, volunteer, employee or invitee of the other party or those for whom the other party is in law responsible, and from and against all costs, counsel fees, expenses and liabilities incurred in connection with any such claim or any action or proceeding brought thereon and agree to look only to their respective insurance coverage in the event of such loss.

## **10. Insurance**

The Licensor shall include the Splash Pad Facility in its blanket coverage property policy.

In respect of third party liability related to the Licensed Premises and the Splash Pad Facility, the Licensor shall include the Splash Pad Facility in its blanket coverage liability policy.

## **11. Assignment and Sub-Licensing**

The Licensees shall not assign this Agreement or sublicense the Licensed Premises without the prior written consent of the Licensor.

## **12. Notices**

All notices and demands provided for in this Agreement shall be in writing and shall be served personally, e-mailed or shall be mailed to either party as follows:

To the Licensor:     The Corporation of Haldimand County  
45 Munsee Street North  
Cayuga, ON N0A 1E0  
Tel: 905-318-5932, ext. 6341  
Attention: Katrina Schmitz; Community Partnership Liaison  
[kschmitz@haldimandcounty.on.ca](mailto:kschmitz@haldimandcounty.on.ca)

To the Licensees:   Dunnville Lioness Club  
c/o Veronica (Vicky) Almas, President  
P.O. Box 186  
Dunnville, ON N1A 2X1  
905-701-4498  
[galmas@bell.net](mailto:galmas@bell.net)

Dunnville Lions Club  
Attention: Steve Allen, President  
c/o P.O. Box 186  
Dunnville, ON N1A 2X1  
905-774-5622  
[Stevejoan30@rogers.com](mailto:Stevejoan30@rogers.com)

If such notice is sent by mail as aforesaid, it shall be deemed to have been received by the recipient Four (4) working days after date of posting. If such notice is emailed or delivered by and to the recipient it shall be deemed to have been received by the recipient on the next business date of delivery.

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**13. Entire Agreement**

This Agreement constitutes and defines the entire contract and agreement between the parties hereto with respect to the Licensed Premises. No oral term or condition, warranty, collateral understanding or agreement other than expressly contained in this Agreement shall form a part of the contract or be binding upon any party hereto.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

**THE CORPORATION OF HALDIMAND COUNTY**

Per: \_\_\_\_\_  
Mayor Ken Hewitt

Per: \_\_\_\_\_  
Evelyn Eichenbaum, Clerk

**THE DUNNVILLE LIONESSE CLUB**

I/We have the authority to bind the Corporation.

Per: \_\_\_\_\_  
Veronica (Vicky) Almas, President

Per: \_\_\_\_\_  
Lynn Schuur, Vice-President

**THE DUNNVILLE LIONS CLUB**

I/We have the authority to bind the Corporation.

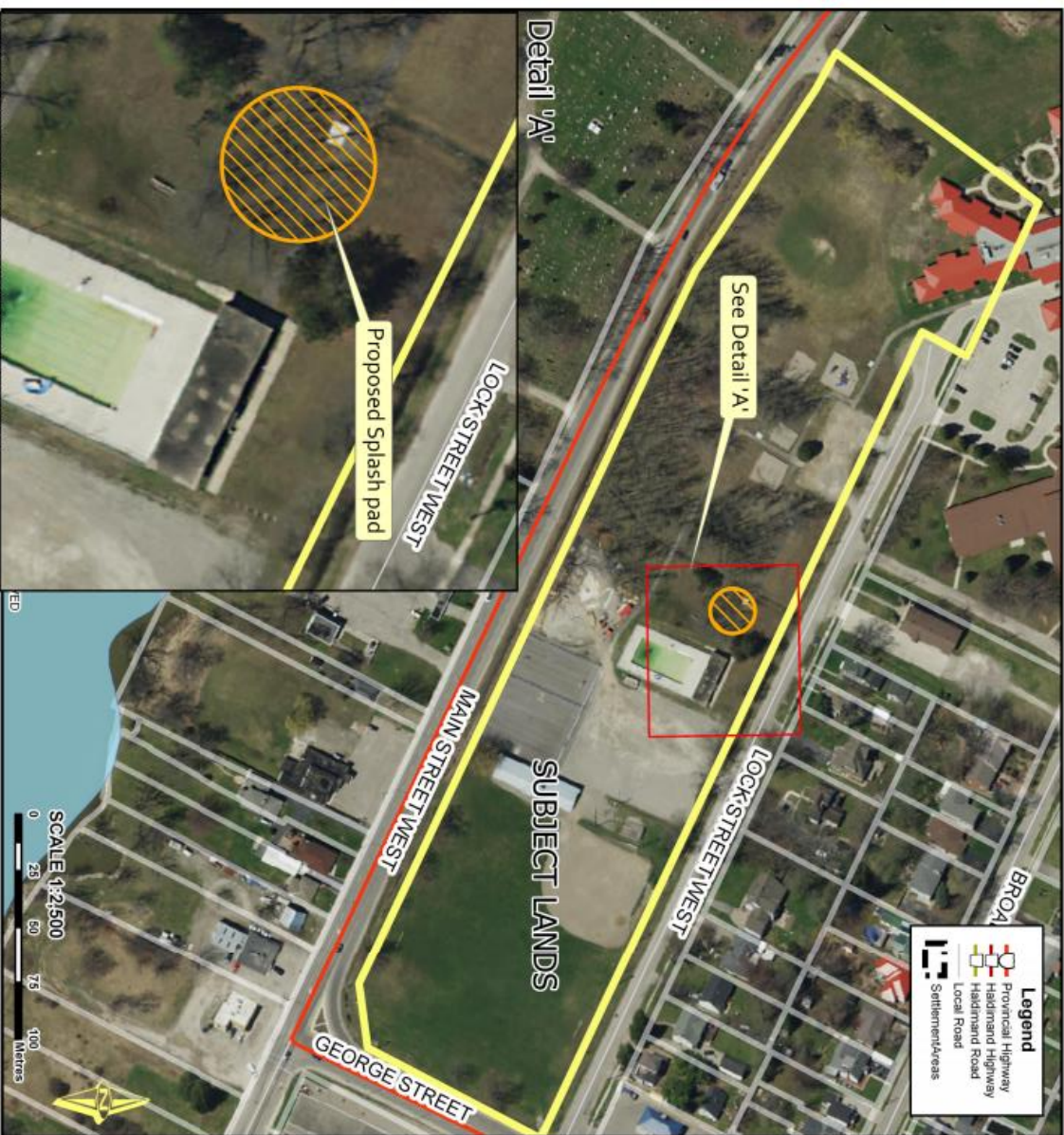
Per: \_\_\_\_\_  
Steve Allen, President

Per: \_\_\_\_\_  
Hank Kerkdyk, Project Committee Co-Chair

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# SCHEDULE "A" Licensed Premises

## Dunnville Lions Park Map



PREPARED BY: HALLMARK COUNTY PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT  
GIS & GRAPHICS SECTION, May 2019



**Location:**  
640 LOCK ST W  
URBAN AREA OF DUNNVILLE  
WARD 6

**Legal Description:**  
PLAN 507 LOTS C TO E PLAN 69 PT LOT 3  
LOCK ST S/S AND RP 18R6115 PARTS 1 TO 4

**Property Assessment Number:**  
2810 024 004 03710 0000

**Size:**  
12.80 Acres

HALDIMAND COUNTY, ITS EMPLOYEES, OFFICERS AND AGENTS ARE NOT RESPONSIBLE FOR ANY ERRORS, OMISSIONS OR AMBIGUITIES WHETHER DUE TO THEIR OWN NEGLIGENCE OR OTHERWISE. DO NOT USE FOR OPERATING MAPS OR DESIGN PURPOSES. ALL INFORMATION TO BE VERIFIED.



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