

- (b) to pay the annual License Fee, which shall be adjusted annually on the anniversary date, by the percentage change, year over year, during the preceding year as recorded in the Statistics Canada, Consumer Price Index, All Items index, not seasonally adjusted in Ontario identified in Catalogue number 62-001-X Table 9-6;
 - (c) to maintain and keep the Farm Crossing clear of all brush, trees and other obstructions of any nature or kind;
 - (d) to perform any necessary improvements to the Farm Crossing to the satisfaction of the Licensor;
 - (e) to repair any damage caused to the Lands by the Licensee's own conduct or that of persons who are permitted by the Licensee to use the Farm Crossing and to restore the Lands to a similar state as existed prior to the damage, including any improvements or upgrades made by the Licensor to the Lands since the commencement of this agreement, within thirty (30) days of being notified by the Licensor of the damage;
 - (f) to protect the survey monuments describing the Lands and ensure at its own expense that all such survey monuments are properly in place upon the termination of this License Agreement;
 - (g) not to register this License Agreement on title;
 - (h) not to assign or transfer this License Agreement; and
 - (i) not to erect or place any advertising signs upon the Lands;
8. The Licensee shall, at its sole expense, obtain and maintain throughout the duration of this License Agreement, a Liability Insurance Policy with coverage for bodily injury and property damage on an occurrence basis, covering the operations taking place on the Lands, in an amount not less than \$2,000,000 per occurrence. Prior to the execution of this License Agreement and upon any renewal, the Licensee shall provide a Certificate of Insurance or other satisfactory evidence to the Licensor evidencing the policy as herein set out.
9. The Licensee shall indemnify the Licensor against all manner of claims, damages, loss, costs and charges whatsoever, suffered by the Licensor, either directly or indirectly, in respect of any matter or thing arising from the Licensee's occupancy or use of the Lands or out of the operation by the Licensee, its employees, representatives or agents in connection therewith. If the Licensor shall be made party to any litigation commenced by or against the Licensee, pertaining to the Licensees' occupancy or use of the Lands, then the Licensee shall indemnify, defend and hold the Licensor harmless and shall pay all costs, expenses and legal fees incurred or paid by the Licensor in connection with such litigation. The Licensee shall also pay all costs, expenses and legal fees (on a solicitor and his client basis) that may be incurred or paid by the Licensor in enforcing the terms, covenants and conditions of this License Agreement.
10. The Licensee agrees not to hold the Licensor responsible in any way for any loss, accident, damage or injury to persons or property on the Farm Crossing resulting from the use of the Farm Crossing by the Licensee. This provision shall survive the termination of this License Agreement with respect to any act or omission that occurred during the Term of this License Agreement.
11. The Licensee agrees that the Licensor shall not be responsible for providing any supervision, protection or services for the Farm Crossing or for keeping unauthorized persons from accessing the Farm Crossing.

12. The Licensee further agrees that the Farm Crossing shall be used solely for farming-related activities and shall be used at the sole risk of the Licensee, and the Licensor shall not be liable for any loss or damage thereto.
13. The permission granted is a right in the nature of a license only and does not give the Licensee any proprietary or other interest in the Farm Crossing and the Licensee hereby acknowledges and agrees that any right to the use of the Farm Crossing is herein described solely as a result of the License and limited to the terms and conditions hereof.
14. Any notice, request or demand herein provided for or given hereunder shall be sufficiently given if delivered personally or by prepaid registered mail to the addresses provided for below during normal business hours, or sent by facsimile transmission to the numbers shown below:
 - (a) if made to the Licensor:

The Corporation of Haldimand County
45 Munsee Street North
Cayuga, Ontario
N0A 1E0

Attention: Manager, Community Development & Partnerships
Facsimile: 905-774-3542
 - (b) if made to the Licensee:

Insert address and contact information
Facsimile:
15. Either party shall have the right at any time to terminate this License Agreement upon giving at least three (3) months' written notice to the other party.
16. The Licensor may terminate this License Agreement upon notice to the Licensee in the event:
 - (a) any License Fee due is not paid within five (5) days after notice in writing from the Licensor to the Licensee; or
 - (b) the Licensee has breached any of its obligations in this License Agreement and fails to remedy such breach or fails to commence to remedy such breach within five (5) days of notice in writing from the Licensor.
17. Upon termination of this License Agreement, the Licensee shall cease using, or permitting to be used, any portion of the Farm Crossing for the purposes authorized and shall not make any claim against the Licensor with respect to such termination. The Licensee shall, at its own expense, replace and restore the Farm Crossing to a safe and proper condition to the satisfaction of the Licensor.

18. This License Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF the parties hereto have set their hands and seals.

THE CORPORATION OF HALDIMAND COUNTY

Per: _____

Name: Ken Hewitt
Title: Mayor

Per: _____

Name: Evelyn Eichenbaum
Title: Clerk

We have authority to bind the Corporation.

NAME OF LICENSEE

Witness:

Per: _____

Name:
Title:

Witness:

Per: _____

Name:
Title:

(IF COMPANY – WE HAVE THE AUTHORITY TO BIND, ETC)

SCHEDULE "A"
THE FARM CROSSING