

LICENSE AGREEMENT

THIS AGREEMENT is made in duplicate on the _____ day of October, 2019.

BETWEEN:

THE CORPORATION OF HALDIMAND COUNTY

hereinafter called the "Licensor"

AND:

THE CALEDONIA COMMUNITY FOUNDATION

hereinafter called the "Licensee"

WHEREAS the Licensor is the registered owner of the lands municipally known as 49 Caithness Street West, Caledonia, ON, Haldimand County, Ontario (the "Lands");

AND WHEREAS the parties hereto have agreed that the Licensee shall have the right, pursuant to the license herein granted, to utilize a portion of the Lands (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 Licensee the license and privilege to use the Licensed Premises for the purpose of installing a Christmas light display and related permanent infrastructure; 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 October, 2019 and terminating on _____ day of _____, 2024 (the "Term").

3. Preparation and Installation of Structure

The Licensee covenants to make all necessary preparations for, and to conduct, the installation of the Christmas light display onto the Licensed Premises in accordance with the requirements of the Licensor.

The duration of the Christmas light display will be until no later than January 15, with removal of all décor from the Park by March 1, weather and ground conditions permitting.

4. Maintenance, Repair and Upkeep of the Licensed Premises

The Licensor agrees to work with the Licensee during the installation of the Project.

Ongoing maintenance, repairs, replacement and storage of the Christmas Light Display will be the responsibility of the Licensee.

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

Prior to the commencement of any work on the Licensed Premises or to the Christmas light display, the Licensee covenants that all contractors hired by the Licensee to install, maintain, repair or upkeep the Licensed Premise or the Christmas light display shall provide the following:

- a. Clearance Certificate from the Workplace Safety and Insurance Board;
- b. Certificate of Insurance issued by an insurer licensed to conduct business in the Province of Ontario, evidencing General Liability Insurance with a limit of not less than \$2,000,000 (Two Million Dollars) per occurrence, containing cross liability and severability of interest clauses, naming Haldimand County as an additional insured and providing 30 days' written notice of cancellation or material change.

6. Access

The Licensor shall permit the Licensee, its agents, invitees and those having business with any of them, full and uninterrupted access to the Licensed Premises and the Christmas light display 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 Licensee by anything contained herein.

8. Environmental Contaminants

The Licensee shall use its 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, defend 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, 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

Both the Licensor and the Licensee shall maintain adequate liability and property insurance coverage as it relates to their interests and responsibilities pursuant to this License Agreement and the Christmas light display.

11. Assignment and Sub-Licensing

The Licensee 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, Manager, Community Development &
 Partnerships
 kschmitz@haldimandcounty.on.ca

To the Licensee: Caledonia Community Foundation
 c/o Julie Henning, President
 P.O. Box 2101
 Caledonia, ON N3W 2G6
 905-765-9246
 info@caledoniafoundation.ca

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.

13. Termination

Either party shall have the right at any time to terminate this License Agreement upon ninety (90) days' written notice provided to the other party.

Upon termination of this License Agreement, the Licensee shall cease using, or

permitting to be used, any portion of the Licensed Premises 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 Licensed Premises to a safe and proper condition to the satisfaction of the Licensor within 30 days of such termination.

14. 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.

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 executed this Agreement.

THE CORPORATION OF HALDIMAND COUNTY

Per: _____
Mayor Ken Hewitt

Per: _____
Evelyn Eichenbaum, Clerk

THE CALEDONIA COMMUNITY FOUNDATION

I/We have the authority to bind the Corporation.

Per: _____
Julie Henning, President

Per: _____
Bill Imeson, Past President

SCHEDULE "A" Licensed Premises

Caledonia Kinsmen Park Christmas Display



SCALE 1:2,500
0 9 18 27 32
Metres

CMAA GEOSCIENCES MATERIAL © 2015 OF THE QUEEN'S UNIVERSITY POSITIONING ACCURACIES RESERVED
PREPARED BY HALDIMAND COUNTY PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT, GIS & GRAPHICS SECTION, SPR 2019



Location:
Caitness Street West to Argyle Street
Urban Area of Caledonia, Ward 3

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

