

LICENSE AGREEMENT

THIS AGREEMENT is made in duplicate on the _____ day of _____, 2024.

BETWEEN:

THE CORPORATION OF HALDIMAND COUNTY

hereinafter called the "Licensor"

AND:

ROYAL CANADIAN LEGION – CALEDONIA BRANCH 154

hereinafter called the "Licensee"

WHEREAS the Licensor is the registered owner of the lands municipally known as 100 Haddington Street, Caledonia 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 as outlined in yellow (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 purposes of the design and installation of a Pickleball Park;("the Project"), 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 Three (3) years, commencing on the _____ day of _____, 2024 and terminating on _____ day of _____, 2028 (the "Term").

Either the Licensee 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 Licensee covenants to make all necessary preparations for, and to conduct the development of, enhancements to the Licensed Premises, including a) the installation of four pickleball courts within a fenced enclosure, b) the installation of court lighting, c) installation of a accessible walking path from the parking lot to the purposed courts; and d) the installation of seating to provide rest areas.

4. Maintenance, Repair and Upkeep of the Licensed Premises

The Licensor agrees to coordinate the design development, tender and construction of the Project. Ongoing maintenance and repairs to the Pickleball Park and the proposed enhancements will be the responsibility of Haldimand County.

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

The Licensee covenants that all contractors hired by the Licensee to install, maintain, repair or upkeep the Licensed Premises 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 Multi-Purpose Outdoor Facility enhancements.

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 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 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

The Licensor shall include the Pickleball Park project in its blanket coverage property policy.

In respect of third party liability related to the Licensed Premises, the Licensor shall include the Pickleball Park in its blanket coverage liability policy.

11. Assignment and Sub-Licensing

The Licensee shall not assign this Agreement or sub-license 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
53 Thorburn Street South
Cayuga, ON N0A 1E0
Tel: 905-318-5932, ext. 6119
Attn.: Katelyn Bowen-Schweyer, Community Partnership Liaison
kbschweyer@haldimandcounty.on.ca

To the Licensee: Royal Canadian Legion – Caledonia 154
c/o Brian Haggith, Project Chair
29 Caithness St E
Caledonia, ON N3W 1B7
brian.haggith@gmail.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.

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 Shelly Ann Bentley

Per: _____
Chad Curtis, Clerk

Royal Canadian Legion – Caledonia 154

I/We have the authority to bind the Corporation.

Per: _____
Brian Haggith, President

Per: _____
Neil Bell, Treasurer