



Storm Management Pond for Recreational Use Agreement

**Between:
Corporation of the Town of LaSalle**

And

Windsor Model Yacht Club

DATED THIS _____ DAY OF _____, 2017

In this Agreement, unless there is something in the context inconsistent therewith, the following terms are applicable:

DEFINITIONS

“Windsor Model Yacht Club” will be referred to as **WMYC**

“Corporation of the Town of LaSalle” will be referred to as **Town**

“Storm Management Pond” at the Vollmer Complex will be referred to as **SMP**

WHEREAS

1. The Town monitors ongoing recreation activity in the Storm Management Ponds.
2. The Town will desire consultation with the WEMYC from time to time to discuss the planning and delivery of the model yacht club regarding use within and around the SMP.

3. The WMYC will agree to the uses of the SMP as permitted within this agreement to deliver recreational activities regarding the operation of model yachts and adhere to any changes or adaptation as required by the Town.

GENERAL

1. The Town will require the WMYC to provide a list of apparatus being placed in the pond or on the pond banks when the club is operating.
2. The WMYC will be permitted use of the SMP on Tuesdays and Thursdays from 5pm – 9pm, April to November.
3. THE WMYC will provide the Town copies of the minutes from their two annual club meetings.
4. The WMYC is permitted to place a total of 5 A-Frame signs pre-approved by the Town in pre-designated and pre-approved areas around the Vollmer Complex property only during the hours of club operations as outlined in this agreement to promote their recreational activity.
5. This agreement foregoes any rental contract or permit prior.

MAINTENANCE

1. Notwithstanding any other terms or conditions in this Agreement, if the Town SMP or surrounding property requires repair or alteration due to damage or destruction caused through fault, default or negligence, misuse or misconduct by the WMYC the cost of the resulting repairs, replacement or alterations shall be paid by the WMYC to the Town on demand.
2. The Town will continue to maintain the SMP banks and allow for natural growth areas within and around the property.
3. The Town will be responsible to maintain the garbage collection and recycling as required.
4. Should a special circumstance or event take place at the SMP the Town will work with the WMYC to see if additional resources can be provided for site prep.

5. The WMYC will be required to leave the property and SMP in the same condition as presented by the Town, should the WMYC be interested in placing markers or additional dockage they must seek approval from the Town prior.
6. The Town is not responsible for any property or belongings that the WMYC has placed in or around the pond. It will be the WMYC responsibility to maintain and repair their property and belongings.
7. The WMYC will agree to adhere to all Town By- laws and regulations as they apply.
8. The Town will notify when possible the WMYC with 48 hours' notice should an event or construction in or around the area of SMP that will cause cancellation or disruption to the WMYC operations.

INSURANCE

1. The WMYC, at all times throughout the Term of the Agreement, and its own expense, maintain with insurers acceptable to the Town, Commercial General Liability Insurance for third party bodily injury, personal injury and property damage to an inclusive limit of Two Million Dollars (\$2,000,000) per occurrence to provide for the Town as an additional insured and thirty (30) days of written notice of cancellation. The certificate of insurance will be required annually.

TERM AND TERMINATION

1. The Agreement shall commence on _____, _____ 2017 and shall continue for a period of 1 year unless terminated earlier. This Agreement may be subject to amendments or renewal upon such terms and conditions as may be mutually agreed in writing by and between the Town and WMYC. Subject to the above unless either party gives written notice to the other indicating the agreement terminates the Agreement shall be deemed to have been automatically renewed for a further year.

WITNESS WHEREOF The Windsor Model Yacht Club has hereunto set their hand and seal, and the Corporation has hereunto affixed its corporate seal under the hands of the appropriate officers.

SIGNED, SEALED AND DELVIERED

THE CORPORATION OF THE TOWN OF LASALLE

Signature

Name

TITLE: Mayor

Signature

Name

TITLE: Director of Council/Clerk Services

THE WINDSOR MODEL YACHT CLUB

Signature

Name

TITLE:

Signature

Name

TITLE: