

THIS AGREEMENT made as of the _____ day of _____, 2024

BETWEEN:

THE CORPORATION OF THE TOWN OF LASALLE
(hereinafter called the "Owner")

OF THE FIRST PART

-and-

WINDSOR MODEL YACHT CLUB
(hereinafter called the "Club")

OF THE SECOND PART

WITNESSETH that in consideration of the mutual covenants, term and agreements hereinafter expressed, the parties hereto agree as follows:

GENERAL

1. This Agreement is for the benefit of the Club only and is not transferable.
2. This Agreement shall supersede any prior agreement, rental contract or permit.
3. The Club agrees to adhere to all Town By-laws and regulations as they apply.
4. This Agreement shall apply to the lands known as the Vollmer Recreation Complex, 2121 Laurier Parkway, LaSalle, Ontario (hereinafter called the "Vollmer");
5. The Club shall, at its expense, and at all times strictly comply with all requirements of all laws and regulations now or hereafter in force which pertain to or affect the rented facilities or the conduct of any activities in the rented facilities, and shall ensure the like compliance of all persons using such facilities for whom in law it is responsible.
6. The Club also agrees to observe and comply with all policies, procedures, rules and regulations that the Owner has in effect from respecting the use or rental of facilities, equipment and related personnel services hereto, as the case may be, and to ensure the like compliance of all persons using such facilities for whom in law it is responsible. Two of the said policies includes the Owner's Facility Rentals – Event Hosting Policy, attached hereto as Schedule A and the Respect and Responsibility (RZone) Policy, attached hereto as Schedule B.
7. The Owner shall provide the Club use of the stormwater retention pond (hereinafter called the "Pond") located at the Vollmer in each year of the term of this Agreement or any extension thereof, subject to Club being responsible for cleaning up after their use, to the satisfaction of the Owner. The Pond shall be available to the Club on Tuesdays and Thursdays from 5:00 pm to 9:00 pm.
8. The Club shall only use the Pond for the purpose of recreational activity such as model yacht sailing. Use of the Pond for other activities is prohibited.
9. The Club shall not make any structural or re-modelling changes to any occupied space at the Vollmer without first obtaining the written consent of the Owner. All requested projects must be presented to the management contact that the Club has with the Owner. Any such approved changes will become part of the Vollmer and will become the property of the Owner;

10. The Club shall not conduct or advertise any promotional events or special events at the Vollmer without first obtaining the Owner's written consent, which consent may not be unreasonably withheld. The Club is permitted to place five (5) temporary signs in approved areas only during the hours of the rental permit.
11. The Club shall ensure that all equipment owned by the Club, and used at the Vollmer, must meet, or exceed minimum safety standards and be maintained in good operating order. The Owner may request a third-party inspection of the equipment, at the Club's expense.

RENTAL CHARGES

12. The Club agrees to pay to the Owner rental charges for the use of facilities in accordance with the rates set out in the Owner's User Fee By-Law. The Owner shall send notice to the Club of any amendment to the User Fee By-Law, as soon thereafter as practicable.
13. It is further agreed that matters relating to scheduling, payment terms, deposits, insurance and cancellations of facilities will, in the case of Owner facilities be governed by the Owner's Policies and Procedures, as amended from time to time.
14. Additional fees may apply for tournaments and special events, and are governed by the Owner's Policies and Procedures, as amended from time to time.

MAINTENANCE

15. Should the Pond require repairs due to damage caused through fault, negligence or misuse from the Club, the cost of repairs shall be covered in full by the Club.
16. The Town shall maintain the Pond and surrounding area, and shall allow for natural growth areas on the Vollmer.
17. The Town shall make efforts to notify the Club of construction at the Pond that has the potential to cancel or disrupt the Club's activities.

SCHEDULING

18. Scheduling of any Owner facility and the use of any facility equipment will be subject to final approval of the Owner.

FORCE MAJEURE

Despite anything contained in this Agreement, if the Owner is in good faith delayed or hindered in or prevented from the performance of any term of this Agreement by reason of strikes, labour trouble, inability to procure materials or services; power failure; pandemic; governmental laws; regulations or controls; riot; fire; destruction of one or more of its facilities; civil commotion; insurrection; terrorism; invasion; war or warlike operation; act of God or other reason which is not the fault of the party delayed in performing the work or doing the acts required under the terms of this Agreement, then performance of this obligation is excused for the period of the delay.

INSURANCE

The Club shall, at all times throughout the Term, and its own expense, maintain with insurers, Commercial General Liability Insurance for third party bodily injury, personal injury and property damage, to an inclusive limit of Five Million Dollars (\$5,000,000) per occurrence with such policy to provide for the Owner as an additional insured and thirty (30) days written notice of cancellation. The Club shall provide the Owner with a valid Certificate of Insurance that references this Agreement and confirms the foregoing requirements prior to the scheduled use of any facility.

INDEMNIFICATION

The Club agrees to indemnify and hold harmless the Owner and its respective officers, councillors, duly authorized agents, employees and servants from and against all loss or damage and from and against any and all claims, actions, suits or proceedings brought

against any of them for personal injury, property damage, death and any other losses, damages, charges or expenses, including reasonable legal fees, which arise in connection with, or by reason of any act, omission or negligence of the Club or of any occupant, visitor or user present on or about the Vollmer in connection with the Club's activities, other than those matters arising wholly by any act or omission or negligence of the Owner, its agents, contractors, employees, servants or licensees.

TERM AND CONDITION

This Agreement shall come into full force and take effect on September 1, 2024 and shall remain in force and effect until August 31, 2029 (the "Term") unless terminated earlier pursuant to the provision herein set out. Failure to pay after two (2) months terminates this agreement. This Agreement may be subject to amendment or renewal upon such terms and conditions as may be mutually agreed in writing by and between the Club and the Municipality

Notwithstanding that the Term of this Agreement is for a period of five (5) years, the parties acknowledge and agree that on or before September 1 of each year of the Term, or any renewal thereof, the parties shall participate in an annual review of the terms of the Agreement and make such amendments hereto as are mutually agreed to be appropriate.

If the Club discontinues operations, changes names or merges with a different organization, this agreement shall be terminated, and a new agreement will be required.

IN WITNESS WHEREOF the parties hereto have executed this Agreement by the hand of their respective duly authorized signing officers.

WINDSOR MODEL YACHT CLUB

Terrance Desjardins, PRESIDENT

I have the authority to bind the
corporation

**THE CORPORATION OF
THE TOWN OF LASALLE**

Mayor – Crystal Meloche

Clerk – Jennifer Astrologo