

COMMUNITY PARTNER AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2018.

BETWEEN:

THE CORPORATION OF THE COUNTY OF BRANT

("The County")

and

THE OPTIMIST CLUB OF SCOTLAND AND DISTRICT

("The Optimists")

Whereas the County and the Optimists desire to cooperate in establishing and maintaining conditions which will promote a harmonious relationship between the County of Brant and the Optimist Club of Scotland and District to provide the community with a successful Community Centre and Park while promoting efficient operations.

In consideration of the premises and other good and valuables consideration the parties agree as follows:

- 1.1 The Corporation of the County of Brant ("the County") grants to the Optimist Club of Scotland and District ("the Optimists") the right of exclusive use of the Optimist Club Room ("the Club Room") at the Scotland Community Centre, 85 Simcoe Street, Scotland, Ontario ("the Facility") for the purpose of Optimist Club business and shall be provided at no cost to the Optimists. No legal title or leasehold interest shall be deemed or construed to have been created or vested to the Optimists by anything contained herein.
- 1.2 The Optimists hereby accept the Club Room in the condition as of the date hereof and shall not call upon the County to do or pay for any work or supply any equipment to make the Club Room more suitable for the permitted use by the Optimists hereunder, unless agreement for such modifications are reached through a separate letter of understanding.

- 1.3 The Optimists shall be provided keys and alarm code and will ensure that the Facility is always secure upon exit.
- 1.4 The County shall not be responsible for any losses of property or equipment stored at the Club Room which is the property of the Optimists.
- 1.5 The Optimists shall continue to permit community use of the Optimist Park, 81 Simcoe Street, Scotland ("the Park"). The Optimists shall not be responsible for any losses of County property or equipment stored at the Park.
- 1.6 The County shall be granted use of the Park throughout the year at no cost to the County, including access to water and hydro (including washrooms) which shall be secured on completion of use in accordance with the Optimists policies and procedures. All events hosted by the County shall be in accordance with the policies and procedures of the Optimists. No legal title or leasehold interest shall be deemed or construed to have been created or vested in the County by anything contained herein.

2. General Terms and Conditions

- 2.1 The Optimists covenants and agrees to comply with the County's Municipal Alcohol Policy and obtain all necessary permits for the sale and distribution of alcohol in any form. If the Optimists are serving alcoholic beverages at the Club Room, a Special Occasions Permit must be obtained through the Liquor Control Board of Ontario (LCBO).
- 2.2 The Optimists shall not alter, add to, or in any way modify the Club Room without having first obtained approval from the County.
- 2.3 The parking of vehicles is subject to the general parking regulations of the Facility.
- 2.4 The County will not accept responsibility for lost revenues and incurred expenses by the Optimists, due to changes or building closures for whatever reasons, including labour stoppages.
- 2.5 The Optimists will not accept responsibility for lost revenues and incurred expenses by the County due to changes or Park closure for whatever reasons.
- 2.6 The Optimists agree not to assign this Agreement.
- 2.7 The Optimists agrees not to sublet or assign the whole or any of the Club Room without the prior written consent of the County during the term of the Community Partner Agreement.

- 2.8 Annually, the County and the Optimists will meet and provide each other with bookings for the coming year. All dates shall be mutually agreed upon and a final schedule of events shall be provided to both parties.
- 2.9 Any requests for additional dates shall be based on availability and mutual agreement.

3. Insurance

- 3.1 During the period of this Community Partner Agreement, the Optimists shall maintain Commercial General Liability Insurance coverage with limits of 2,000,000.00 per occurrence, placed with an insurer licensed to do business in Ontario, naming the Corporation of the County of Brant as an additional insured and shall provide a Certificate of Insurance to the County.
- 3.2 During the term of the Community Partner Agreement, the Optimists shall obtain and maintain sufficient property insurance to cover any loss to contents or equipment stored at the Facility and shall be responsible for any losses incurred within the deductible limit.
- 3.3 During the period of this Community Partner Agreement, the County shall maintain the commercial General Liability insurance coverage with limits of 2,000,000.00 per occurrence, placed with an insurer licensed to do business in Ontario, naming the Optimist Club of Scotland and District as an additional insured with respect to the use of the Park, and shall provide a certificate of insurance to the Optimists.
- 3.4 The Optimists covenants with the County of Brant to indemnify and save harmless the County from all claims, actions, damages and costs that the County may incur as a result of the use of the Facility by the Optimists.
- 3.5 The County covenants with the Scotland Optimists to indemnify and save harmless the Optimists from all claims, actions, damages and costs that the Optimists may incur as a result of the use of the Optimist Park by the County.

4.0 Termination of Contract

- 4.1 The County and Optimists may mutually agree to terminate this agreement by giving sixty (60) days' notice to the other party. Upon termination the Optimists shall remove all property of the Optimists from the facility.

- 4.2 If the Optimists or the County default in performing any of its obligations under this Agreement the County or the Optimists shall give written notice to the other of such default by giving the party notified sixty (60) days to remedy such default, failing which the Parties may terminate this agreement.
- 4.3 This Agreement does not create a fiduciary relationship between the parties hereto. The Optimists agrees that it is not an agent of the County and The County agrees it is not an agent for the Optimists and neither party has any authority to bind the other. Nothing herein shall be construed so as to constitute the parties as partners, joint ventures or agents of the other.

5.0 Notice

- 5.1 Any notice required to be given to the County under the terms of this Agreement shall be sufficiently given if delivered to the County, sent by facsimile transmission, emailed or mailed by prepaid registered mail addressed to Director of Community Relations, 15 Curtis Ave, N., Paris, ON N3L 3W1.
- 5.2 Any notice required to be given to the Optimists under the terms of this Agreement shall be sufficiently given if delivered to the Optimists, emailed and mailed by prepaid registered mail addressed to The Optimist Club of Scotland, 85 Simcoe Street, Scotland, or at such other address as the Optimists may in writing designate. In either case, such notice shall be deemed to have been received on the date of its delivery or transmission or in the case of mailing, Five (5) business days after the date of mailing

IN WITNESS WHEREOF the parties have affixed their respective corporate seals attested by the hands of their respective officers duly authorized in that behalf.

Dated at _____, Ontario. This ___ day of _____ 2018.

THE CORPORATION OF THE COUNTY OF BRANT

Ron Eddy, Mayor

Heather Boyd, Clerk

We have the authority to bind the organization

THE OPTIMIST CLUB OF SCOTLAND AND DISTRICT

President

Vice-President

Secretary

We have the authority to bind the organization.

