

THE CORPORATION OF THE TOWNSHIP OF WOLLASTON

BY-LAW NO. 32-2023

Being a By-Law authorizing execution of a Rental Agreement between the Corporation of the Township of Wollaston and The Royal Canadian Legion, Branch 581

WHEREAS Section 9 of the **Municipal Act**, 2001 provides the municipality with the powers of a natural person for the purpose of exercising its authority under this or any Act;

AND WHEREAS The Corporation of the Township of Wollaston wishes to enter into a Rental Agreement with The Royal Canadian Legion, Branch 581;

NOW THEREFORE the Council of the Township of Wollaston hereby enacts as follows:

1. That the Mayor and the Clerk be and are hereby authorized to execute a Rental Agreement with The Royal Canadian Legion, Branch 581 under the terms and conditions set out in said Agreement hereto annexed and forming part of this By-Law.
2. This By-Law shall come into force and take effect immediately upon the passing thereof.

PASSED this the 11th, day of July, 2023.

MAYOR: MICHAEL FUERTH

SEAL

CLERK: BERNICE CROCKER

RENTAL AGREEMENT

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF WOLLASTON
(hereinafter referred to as 'Township')

AND

THE ROYAL CANADIAN LEGION, BRANCH 581
(hereinafter referred to as 'Legion')

WHEREAS the Legion agrees to rent the upper premises of the building located at 5526 Highway 620, Coe Hill, Ontario (hereinafter referred to as the 'premises') to the Township every second Tuesday of each month for meetings.

AND WHEREAS the Legion will allow access to the premises from 9:30 a.m. until such time as the meeting is concluded, but to be no later than 4:00 p.m.

AND WHEREAS the Legion is agreeable to renting the premises to the Township on other dates, as agreed to, in advance.

AND WHEREAS the Legion will arrange for the set up and take down of tables and chairs for Township meetings. Placement of tables and chairs will be at the direction of municipal Staff.

AND WHEREAS the Legion will ensure that the elevator at the building is in working condition for all meetings for accessibility purposes.

AND WHEREAS the Legion will ensure that all fire exits, fire routes and pedestrian walkways and stairs must be kept clear at all times and parking areas will be cleared prior to each meeting.

AND WHEREAS, the Township has agreed to pay the Legion the sum of \$50.00 per meeting for use of the premises.

AND WHEREAS, it is the responsibility of the Township to adhere to all Federal, Provincial and Municipal laws, by-laws, regulations, and policies.

AND WHEREAS, the Township agrees not to exceed the approved capacity of the premises, as provided by the Legion. The Township confirms that the premises is a SMOKE FREE facility (includes vaping), and it is the responsibility of the Township to enforce the no smoking policy.

AND WHEREAS, no equipment, dishes, furnishings, or any other items may be removed from the premises being used.

AND WHEREAS, it is the Township's responsibility to ensure that all garbage and blue box material is deposited in the proper containers within the premises.

AND WHEREAS, the Township is responsible for arranging pick-up of the key prior to the meeting.

AND WHEREAS, the Township acknowledges the electrical limitations of the premises, and as such, will take undue care to ensure that electrical outlets are not overloaded. Plugging in more than one appliance to a single outlet could result in electrical failure/hazard.

AND WHEREAS, the Legion confirms that there are no hazardous materials, asbestos, mold, and/or lead within the building.

AND WHEREAS, the Legion agrees to allow the Township to arrange, at its own cost, for a cabling tech to run a line from the basement of the Legion to the upper premises in order to utilize a conference phone on the upper premises.

AND WHEREAS, the Township shall be responsible for the conduct and supervision of all persons attending the meetings and shall see that all regulations are strictly adhered to.

AND WHEREAS, it is the Legion's responsibility to ensure that they are insured for the Township's rental of the premises which shall contain liability Insurance in the minimum amount of two million dollars for the rental period and the insurance certificate must name the "The Corporation of the Township of Wollaston" as an additional insured. The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to: (a) A limit of liability of not less than \$2,000,000/occurrence (b) Add the Corporation of the Township of Wollaston as an additional insured with respect to the operations of the Named Insured (c) The policy shall contain a provision for cross liability and severability of interest in respect of the Named Insured.

AND WHEREAS, the Township is responsible and agrees to pay all damages incurred to the premises and equipment through negligence. Any damage must be reported to a Legion executive member within one (1) week of the occurrence.

AND WHEREAS, the Legion shall not be responsible for lost or damaged property owned or used by the Township, whether the lost or damaged property is under the care, custody, and control of the Legion or not.

AND WHEREAS, the Township shall not be liable for bodily injury, personal injury, or illness, including but not limited to communicable diseases, property damage or any other type of loss or other liability with respect to the loss or theft of personal property belonging to its contractors, participants, or anyone attending on the invitation of the Township.

The Legion does hereby release, acquit and forever discharge the Township, its officers, agents, employees, predecessors, successors and assigns from any and all actions, causes of action, damages, claims, cross claims and demands whatsoever, (including all damage, loss and injury not now known or anticipated by which may arise in the future and all effects and consequences thereof), however and wherever arising related to or in any way connected with the rental of the premises at 5526 Highway 620, Coe Hill, Ontario. By signing this Agreement, the Legion acknowledges having read, understood, and agreed to this waiver, release, and indemnity. This indemnity

shall be in addition to and not in lieu of any insurance provided in accordance with this agreement and shall survive this Agreement.

AND WHEREAS, when leaving the facility it is the responsibility of the Township to ensure:

- a) All doors and windows are locked.
- b) All lights are off.
- c) Any fans or air conditioners, where applicable, are off.
- d) Washrooms are checked.
- e) Any utilities have been unplugged.

AND WHEREAS, non-compliance with the terms and conditions of this Agreement may result in the cancellation of the Township's function.

AND WHEREAS, the Legion reserves the right to cancel any meeting.

AND WHEREAS, the Legion will not exercise its right to cancel a meeting in an unreasonable manner and will provide as much notice to the Township as possible. The Legion will cancel only if it is unable to hold up its obligations for reasons including but not limited to emergency conditions beyond its control (examples: hydro failure, damage to the building, etc.). In such cases, consideration will be given for reimbursement in part or in full for non-use.

AND WHEREAS, the Agreement shall be considered as a month-to-month rental and the Legion or the Township have the right to terminate this Agreement upon providing the other party with 30 days written notice to the addresses as follows:

**ROYAL CANADIAN LEGION, BRANCH 581, Executive Member
5526 Highway 620, PO Box 101, COE HILL, ON K0L 1P0**

**THE CORPORATION OF THE TOWNSHIP OF WOLLASTON, Clerk
90 Wollaston Lake Road, PO Box 99, COE HILL, ON K0L 1P0**

NOW THEREFORE, EACH PARTY AGREES TO THE TERMS CONTAINED THEREIN AND SIGNS BELOW TO CONFIRM THE AGREEMENT AND THE TERMS SET OUT THEREIN.

DATED THIS _____ DAY OF _____, 2023

ROYAL CANADIAN LEGION, BRANCH 581

PER: _____

Please print name and title

PER: _____

Please print name and title

“We have the authority to bind the Corporation.”

DATED THIS _____ DAY OF _____, 2023

THE CORPORATION OF THE TOWNSHIP OF WOLLASTON

PER: _____

MAYOR: MICHAEL FUERTH

PER: _____

CLERK: BERNICE CROCKER

SEAL