

**THE CORPORATION OF THE
MUNICIPALITY OF ARRAN-ELDERSLIE**

BY-LAW NO. 58-2022

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF
AN AGREEMENT WITH VICTORIAN ORDER OF NURSES FOR CANADA –
ONTARIO BRANCH**

WHEREAS Section 9 of the Municipal Act 2001, S.O. 2001, c. 25, as amended, grants municipalities the rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act; and

WHEREAS Council of the Corporation of the Municipality of Arran-Elderslie deems it expedient to enter into an agreement with the Victoria Order of Nurses for Canada – Ontario Branch for the use of premises in the Tara Arena for the SMART exercise program.

**NOW THEREFORE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF
ARRAN-ELDERSLIE HEREBY ENACTS AS FOLLOWS:**

1. THAT this Council does hereby authorize the Mayor and Acting Clerk to execute the Agreement, in the form annexed hereto as Schedule “A”; (the Agreement), with the Victoria Order of Nurses for Canada – Ontario Branch
2. THAT Schedule “A”, the Agreement, forms part of this by-law.
3. THAT this By-law shall come into force and take effect upon receiving the final passing thereof.

READ a FIRST and SECOND time this 11th day of October, 2022.

READ a THIRD time and finally passed this 11th day of October, 2022.

Steve Hammell, Mayor

Christine Fraser-McDonald, Clerk

LICENCE AGREEMENT

THIS LICENCE AGREEMENT made as of the 17th of October, 2022.

B E T W E E N:

**MUNICIPALITY OF ARRAN ELDERSLIE
RE: ARRAN TARA COMMUNITY CENTRE**

(“Licensor”)

-and-

**VICTORIAN ORDER OF NURSES FOR CANADA – ONTARIO
BRANCH**

(“Licensee”)

RECITALS

- A. The Licensor is the registered owner of the land and building (the “**Building**”) municipally known as 150 Hamilton Street, Tara, ON N0H 2N0.
- B. The Licensee wishes to use certain premises in the Building on the terms and conditions set out in this Agreement.

FOR VALUE RECEIVED, the parties agree as follows:

SECTION 1 — GRANT OF LICENSE

1.1 Licensor hereby grants to Licensee a licence (the “**Licence**”) to enter into and utilize the hall (the “**Licensed Premises**”) for use as SMART exercise program, volunteer training and possibly Bereavement, Caregiver or other CSS programming together with the following common areas: parking lot and washrooms.

SECTION 2— TERM AND TERMINATION

2.1 The term of this Agreement shall commence on October 17, 2022 and shall continue until September 30, 2024 (the “**Term**”).

2.2 Throughout the Term, the Licensee shall be entitled to use the Licensed Premises on at times to be mutually agreed upon.

2.3 The Licensed Premises will not be available on the following dates: n/a

2.4 The following dates shall be substituted for the listed alternative date: n/a

2.5 This Agreement may be extended upon such terms and conditions as may be reached by mutual agreement of the parties in writing.

2.6 Either party may terminate this Agreement at any time upon thirty (30) days' written notice to the other party.

2.7 Any and all property issued to Licensee or its employees by Licensor (including, without limitation, keys to the Licensed Premises) shall be returned to Licensor immediately upon the effective date of the termination of this Agreement.

SECTION 3 — LICENCE FEE AND EXPENSES

3.1 The Licensor has approved no fee to be charged for this Licence.

SECTION 4— INSURANCE

4.1 The Licensor has and shall maintain in full force and effect during the Term and any renewals thereof, at its own cost and expense, comprehensive general liability insurance and property insurance coverage for a limit of not less than Two Million Dollars (\$2,000,000.00) per occurrence including personal injury, death or property damage.

4.2 The Licensee has and shall maintain in full force and effect during the Term and any renewals thereof, at its own cost and expense, comprehensive general liability insurance and professional liability insurance coverage for a limit of not less than Two Million Dollars (\$2,000,000.00) per occurrence including personal injury, death or property damage.

4.3 Each party shall deliver updated certificates of insurance to the other party within ten (10) days of the request of the other party at any time during the Term.

4.4 The Licensee shall be responsible for obtaining Workers' Compensation, Workers' Safety Insurance Board or equivalent personal injury coverage for its own staff while engaged in activities at the Licensed Premises.

SECTION 5 — INDEMNITY

5.1 Except for the exclusion contained in section 6.1 of this Agreement, each of the parties, for itself and for its successors and assigns (the "**Indemnifier**"), agrees to indemnify, save harmless, compensate and reimburse the other party (the "**Indemnatee**") for any and all losses or damages that the Indemnatee may suffer or costs that it may incur as the result of any negligent or wilful act or omission on the part of the Indemnifier, including, without limitation, any and all claims for bodily injury or death, property damage or loss and reasonable legal costs ("**Losses**") unless the Losses are caused or to the extent they are contributed to by the negligent or wilful acts or omissions of the Indemnatee.

SECTION 6 — LIMITATION OF LIABILITY

6.1 Despite the mutual indemnity contained in section 5.1 of this Agreement, in no event will the Indemnifier be liable to the Indemnatee for any damages for loss of profits or business or for any indirect, special, incidental, consequential or punitive damages incurred by the Indemnatee as a result of any breach of this Licence, or with respect to any matter arising under or relating to this Licence, whether the claim is in contract, tort (including negligence) or otherwise.

SECTION 7 – RULES

Not Applicable

SECTION 8— GENERAL MATTERS

8.1 Notice. Unless otherwise specified, each notice to a party must be given in writing and delivered personally or by courier, sent by prepaid registered mail or transmitted by fax to the party as follows:

If to Licensor: At the Building

If to Licensee: VON Canada-Ontario, Grey-Bruce
1280 20th Street East, PO Box 969
Owen Sound, ON N4K 6H6
Fax: 519-376-8233
Email: Contracts@von.ca

Copy: Victorian Order of Nurses for Canada Head Office
100-2315 St. Laurent Blvd
Ottawa, ON K1G 4J8
Attn: General Legal Counsel

8.2 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario, and each of the parties irrevocably attorns to the non-exclusive jurisdiction of the courts of Ontario.

8.3 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior negotiations and understandings. No provision may be amended or waived except in writing.

8.4 Amendments. No amendment, supplement or restatement of any term of this Agreement is binding unless it is in writing and signed by each party.

8.5 Severability. Any provision of this Agreement which is invalid or unenforceable shall not affect any other provision and shall be deemed to be severable.

8.6 Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered is an original but all of which taken together constitute one and the same instrument. To evidence the fact that it has executed this Agreement, a party may send a copy of its executed counterpart to the other party by facsimile transmission and the signature transmitted by facsimile shall be deemed to be the original signature for all purposes.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the date first above written.

**MUNICIPALITY OF ARRAN
ELDERSLIE**

Per: _____

Per: _____

I/We have authority to bind the Corporation.

**VICTORIAN ORDER OF NURSES FOR
CANADA – ONTARIO BRANCH**

Per:  _____
Sherry Groulx, Senior Manager

Per: _____

I/We have authority to bind the Corporation.