

THIS AGREEMENT is made the day of November, 2024

BETWEEN:

The Corporation of the Municipality of Arran-Elderslie
Hereinafter called the "Municipality"
OF THE FIRST PART

AND

Paisley Minor Softball
Hereinafter called "Paisley MS"
OF THE SECOND PART

WHEREAS the Municipality is the owner of the property located at Rotary Park, Paisley (293 James Street) in the Municipality of Arran-Elderslie, in the County of Bruce;

AND WHEREAS on November 12, 2024 Council passed Resolution 321-21-2024 granting Paisley MS permission to commence fundraising activities to support enhancements to Diamond 1 at Rotary Park, Paisley;

AND WHEREAS it is deemed expedient to outline the roles and responsibilities of each of the parties;

NOW THEREFORE WITNESSETH that for and in consideration of the premises and mutual covenants hereinafter set forth, the parties agree with the terms and conditions set out herein.

1. Term of Agreement

The agreement is for a two (2) year term from November 15, 2024.

2. Responsibilities of Paisley MS

- a. Paisley MS shall be responsible for the fundraising of a components of this project including ball diamond infield aggregate, works associated with ball diamond preparation, spectator bleachers, player dugouts and storage shed.
- b. Paisley MS will seek approval from Municipality on procurement of ball diamond infield aggregate, works associated with ball diamond preparation, spectator bleachers, player dugouts and storage shed.
- c. Paisley MS will provide the Municipality with a proposed time-line and schedule of the project prior to commencement of the project for approval.

- d. Paisley MS agrees and acknowledges to abide by the Municipality's Fundraising and Donations Policy, attached as Schedule A.

3. Responsibilities of the Municipality

- a. Appoint the Manager of Facilities, Parks and Recreation as the key contact for the project responsible for approvals of the project.
- b. Ensure all social media and publications and signage for the project are in keeping with the policies and procedures of the Municipality.
- c. The Municipality shall be responsible for the procurement of ball diamond infield aggregate, works associated with ball diamond preparation, spectator bleachers, player dugouts and storage shed.
- d. The Municipality will review approvals in a timely manner to Paisley MS on project timeline and communications to ensure no disruption in service.
- e. The Municipality will collect monies for this project, document revenues and expenditures and report to Paisley MS as required.
- f. The Municipality shall transfer \$ 2,500.00 from the Paisley Splash Pad project to the account associated with this project.

4. Financial Requirements

- a. This project will be funded by way of grants and donations obtained by Paisley MS, there will be no municipal tax dollars allocated to this project.
- b. This project is not loan based, and, as such, will only proceed when adequate funding has been secured. Paisley MS recognizes that this project might require a phased approach, if all funding is not secured.

5. Project Completion and Recognition

- a. Paisley MS will seek Municipal approval for any social media or publications regarding this project.
- b. Paisley MS will seek Municipal approval for any signage or recognition events associated with this project.
- c. Paisley MS will review the Fundraising Campaigns, Appendix A, found in the Fundraising and Donations Policy.

6. Notice of Termination

If either the Paisley MS or the Municipality wishes to terminate this Agreement prior to the end of the term created by this Agreement, notice to that effect will be given in writing NOT LESS THAN SIXTY (60) DAYS. Paisley MS agrees and acknowledges that a notice to Terminate the Agreement as described above shall be delivered or mailed to the offices of the Township at:

The Municipality of Arran-Elderslie
1925 Bruce Road 10
Chesley, Ontario N0G 1L0 Attention: Manager of Facilities, Parks & Recreation

The Township agrees that a notice to terminate the Agreement as described above shall be delivered or mailed to:

Paisley Minor Softball
Paisley, ON N0G 2N0

7. Indemnity

Paisley MS agrees to indemnify and save the Municipality and the Municipality's employees, officers and agents harmless from any claims, prosecutions, actions, proceedings and judgments of any type relating to this project. Paisley MS shall respond to any such matter by engaging legal counsel to represent the Municipality's interest and will promptly satisfy any settlement amount, fine, bill of costs or judgment imposed with respect to same.

Paisley MS is required to indemnify the Municipality for expenses incurred. If a claim arises, Paisley MS shall indemnify the Municipality to the extent that the Township has not acted with negligence or willful intent.

IN WITNESS WHEREOF the Parties hereto have hereunto caused to be affixed their respective seals, attested by the hands of their proper officers duly authorized in that behalf

SIGNED, SEALED AND DELIVERED
In the presence of

PAISLEY MINOR SOFTBALL

Mariah Hindman

Vice President
Paisley Minor Softball

Kim Craddock
President
Paisley Minor Softball

THE CORPORATION OF THE MUNICIPALITY OF ARRAN-ELDERSLIE

Christine Fraser-McDonald
Clerk
Municipality of Arran-Elderslie

Steve Hammell
Mayor
Municipality of Arran-Elderslie