



The Corporation of the Municipality of Arran-Elderslie

PO Box 70, 1925 Bruce Road 10, Chesley, ON N0G 1L0
t 519.363.3039 | f 519.363.2203 | recreation@arran-elderslie.ca

Schedule "F" to By-law 45-2021

MUNICIPALITY OF ARRAN-ELDERSLIE Grants and Donations Policy Agreement

THIS AGREEMENT (the "Agreement") is made and entered into as of the 27th day of January, 2025 (the "Agreement Date") by and between the TARA CURLING CLUB (hereinafter "ORGANIZATION", and the Corporation of the Municipality of Arran-Elderslie (the "Municipality").

WHEREAS, the Municipality has funds available to enhance community initiatives benefiting the Municipality and,

WHEREAS, the "ORGANIZATION" has requested a loan from the Municipality to assist with the purchase of ice making/refrigeration plant equipment (the "Project"); and,

WHEREAS, in order to assist with the Project, and to enhance the community initiative benefiting the Municipality, the Municipality desires to provide the "ORGANIZATION" with an interest free loan in the amount of \$10,000 (the "Loan") subject to the provisions of this Agreement; and,

WHEREAS, the Municipality is authorized to provide the Loan from funds available to enhance community initiatives that benefit the Municipality.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

1. The Municipality hereby agrees to provide the "ORGANIZATION" with the Loan subject to the provisions of this Agreement.
2. The "ORGANIZATION" agrees to complete the Project as presented.
3. The Municipality shall disburse the proceeds of the Loan by way of direct payment to the "ORGANIZATION"



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4. The "ORGANIZATION" agrees to repay the Loan, with minimum annual repayments of \$1,000 on or before:

Date	Amount	Year
April 1, 2026	\$1,000	1
April 1, 2027	\$1,000	2
April 1, 2028	\$1,000	3
April 1, 2029	\$1,000	4
April 1, 2030	\$1,000	5
April 1, 2031	\$1,000	6
April 1, 2032	\$1,000	7
April 1, 2033	\$1,000	8
April 1, 2034	\$1,000	9
April 1, 2035	\$1,000	10
Total	\$10,000	

5. The Loan shall be subject to the following:
- a. In the event the "ORGANIZATION" fails to pay any amount due within 60 days of the due date, the delinquent amount shall be repaid with interest at the rate of 1.25% per month for each month the repayment has not been paid.
 - b. The "ORGANIZATION" shall have the right to prepay any part or all the unpaid balance at any time without penalty.
 - c. The "ORGANIZATION" hereby waives presentment, demand of payment, protest, and all other notices and demands whatsoever. No waiver of any payment or other right under this Agreement shall operate as a waiver of any other payment or right.
 - d. The "ORGANIZATION" shall be considered in default of the Loan:
 - (i) Upon any default, breach, or failure to properly perform under the Agreement.
 - (ii) Upon failure to pay any installment required hereunder on the date it is due.
 - (iii) At any time that the Municipality determines in good faith that the prospect of any payment required by this Agreement is impaired.
 - e. In the event of continued default following sixty (60) days written notice of default, the Municipality may, at its option, declare all unpaid indebtedness evidenced by this Agreement immediately due and payable, without further notice, and regardless of date of maturity. In such event, the unpaid balance shall accrue interest at



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the statutory rate proscribed by the Municipality of Arran-Elderslie from and after the date of such notice. The Municipality's failure at any time to exercise its rights hereunder shall not be deemed a waiver of those rights. Should it become necessary to collect the amounts due hereunder through an attorney, the "ORGANIZATION" agrees to pay all costs of collecting, including reasonable attorneys' fees, whether collected by suit, foreclosure, or otherwise

6. This Agreement is subject to, and the "ORGANIZATION" hereby specifically reaffirms the accuracy of representations made to the Municipality in the Request, and the documentation presented by the "ORGANIZATION" in connection therewith.
7. This Agreement may be modified, amended, or supplemented only by a writing of equal dignity.
8. No party shall delegate or assign this Agreement or any rights or duties hereunder (including by the merger or consolidation of a party with any third person) without the prior, written consent of the other parties. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns of each upon execution hereof by the parties. This Agreement creates no rights as a third-party beneficiary or otherwise in any person not a party.
9. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.
10. This Agreement fully and completely represents the final, entire, and integrated expression of agreement between the "ORGANIZATION" and the Municipality and supersedes all prior negotiations, representations, or agreements, either written or oral, pertaining to the subject matter hereof or the transaction contemplated hereby. No party shall rely upon any prior statement or representation made by or on behalf of the other not embodied in this Agreement.
11. This Agreement is entered into in the Municipality of Arran-Elderslie and shall be interpreted under the laws of that province.



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IN WITNESS WHEREOF, the parties have executed this Agreement as of the Agreement Date.

MUNICIPALITY OF ARRAN-ELDERSLIE,

By: _____

By: _____

NAME: Steve Hammell

NAME: Christine Fraser McDonald

TITLE: Mayor

TITLE: Clerk

We have the authority to bind the Corporation

“ORGANIZATION”

BY: _____

NAME: Dave Bryson

TITLE: President

I have the authority to bind the Tara
Curling Club