

Agreement made this ____ day of _____, 2022

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF KINCARDINE

(Hereinafter called the "Municipality")

- AND -

LAKE HURON FISHING CLUB

(Hereinafter called "The Club")

WHEREAS the Municipality owns the boat docks in the Penetangore River adjacent to Rotary Park, known as "Rotary Docks";

AND WHEREAS the Club wishes to renew its agreement with the Municipality to manage and operate the rental operation of the Rotary Docks;

NOW THEREFORE, in consideration of the sum of \$2.00, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. The Club shall operate, on behalf of the Municipality, the rental of the Rotary Docks on the Penetangore River.
2. The Municipality shall retain ownership of the Rotary Docks.
3. The Club shall be responsible for the installation, removal and normal maintenance of the Rotary Docks for the duration of this agreement.
4. The Club shall rent the Rotary Docks to members of the public on a first-come, first served basis, without prejudice, on a seasonal, weekly, or daily basis, as is requested and are available.
5. The rental fee charged by the Club shall be competitive with such rates charged for similar facilities in the area and shall be approved by the Municipality prior to implementation.
6. The revenue derived from the dock rentals shall be retained by the Club.
7. The Municipality shall maintain a Rotary Dock Replacement Reserve Fund, for major repairs or dock replacement. In each year of the agreement, the Club will provide the Municipality with a contribution of \$2,000 to be put in the Reserve Fund, except in years where the said Reserve Fund balance is \$20,000 or higher at September 30th, in which case no annual contribution is needed. The Municipality will require proof from the Club through

submitting receipts annually to the Municipality that the \$2,000 was spent on Fish Hatchery improvements or Club activities and maintenance.

8. The Club shall be responsible for the day-to-day maintenance of the docks and the immediate area surrounding the entrances and exits to and from the docks.
9. Maintenance expenditures in excess of \$500.00 for an individual repair may be funded from the reserve fund at the discretion of the Municipality. It is the Club's responsibility to request such funds in advance of carrying out any work or the purchase of materials, and the Municipality's decision as to approval is final.

10. Commercial General Liability Insurance

Commercial General Liability Insurance satisfactory to the Owner and underwritten by an insurer licensed to conduct business in the Province of Ontario. 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 occurrence with an aggregate of not less than \$5 Million Dollars
- b) Add the Owner 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
- d) Products and completed operations coverage
- e) Broad Form Property Damage
- f) Contractual Liability
- g) Work performed on Behalf of the Named Insured by Sub-Contractors
- h) The policy shall provide 30 days prior notice of cancellation

11.

Primary Coverage

The proponent's insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the municipality.

12. Certificate of Insurance

The proponent shall provide a Certificate of Insurance evidencing coverage in force at least 10 days prior to contract commencement.

13.

The Supplier shall defend, indemnify and save harmless Municipality of Kincardine its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Supplier, its directors, officers, employees,

agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Contract. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Supplier in accordance with this Contract and shall survive this Contract.

14. The Supplier agrees to defend, indemnify and save harmless the Municipality of Kincardine from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to the Supplier's status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by the Supplier in accordance with this Contract, and shall survive this Contract.
15. The Municipality agrees to carry property and additional liability insurance for the docks as part of its general municipal insurance policy, and the Club shall be named as an additional insured on the Municipality's policy.
16. The Club agrees that the Municipality, through its authorized agents, may enter and view the state of repair of the docks during all reasonable hours.
17. The Club agrees that no fixtures, goods or chattels of any kind will, except in the ordinary course of business, be removed from the premises during the term of this agreement or at any time thereafter without the written consent of the Municipality.
18. The Club agrees that any new fixtures, improvements or additions to the facilities carried out by the Club during this agreement shall become and remain the property of the Municipality.
19. It is agreed by and between the Municipality and the Club that no sign, advertisement or notice shall be inscribed, painted or affixed by the said Club on any part of the premises whatever, and that any requests to the Municipality for signage would follow the Municipal Signage By-Law; and that upon completion of this or any subsequent agreement will remove such sign, advertisements or notice at its own expense and in a manner satisfactory to the Municipality.
20. This agreement is not assignable without the written permission of the Municipality.
21. This agreement shall expire on May 1, 2027.
22. This agreement may be terminated by either party with sixty (60) days written notice to the other.
23. The Club shall, by December 15th annually, provide to the Municipality a report and financial statement containing the following information:

- a) Rental Revenue;
- b) Club expenses relating to the docks;
- c) Description of maintenance carried out; and
- d) Club profit for the term

24. The Club shall have the first right of refusal to renegotiate a new agreement for a further period on terms acceptable to the Municipality.

25. This agreement shall enure to the benefit of and be binding on the respective heirs, executors, administrators, successors and assigns of the parties hereto

- a) Notification is deemed to be given to each of the respective parties if delivered to:

Lake Huron Fishing Club
P.O. Box 355
Southampton, ON
N0H 2L0
Attention:

The Corporation of the Municipality of Kincardine
1475 5th Concession
RR # 5
Kincardine, ON
N2Z 2X6

(519)396-3468

- b) Any change in notification address by one party shall be provided to the other party within 10 calendar days of the change.

Lake Huron Fishing Club

President – David Myette

Treasurer – Hans Lochbihler

We have the authority to bind the corporation

THE CORPORATION OF THE MUNICIPALITY OF KINCARDINE

Mayor – Gerry Glover

CAO – Roxane Baumann

We have the authority to bind the corporation