

**MUNICIPALITY OF KINGARDINE**  
**TIVERTON AGRICULTURAL SOCIETY AGREEMENT**  
**(Gazebo and Gate Posts)**

This AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

BETWEEN:

**THE CORPORATION OF THE MUNICIPALITY OF KINGARDINE**  
hereinafter called the "Municipality" of the First Part.

-and-

**TIVERTON AGRICULTURAL SOCIETY**  
hereinafter called the "Society" of the Second Part.

**WHEREAS** the Municipality and the Society wish to enter into an agreement for the maintenance and insurance of the gazebo and gate posts, located on the Tiverton Fairgrounds located at 61 Ross Street, Tiverton, Ontario;

**AND WHEREAS** both parties support community facility development as an important part for Community development;

**NOW THEREFORE THIS AGREEMENT WITNESSETH THAT** in consideration of the mutual covenants and agreements hereinafter contained, and subject to the terms and conditions hereinafter set out, the parties agree as follows:

**1. TERM**

- a) The Society and the Municipality agree that the term of this Agreement will be for five (5) years, with an option to renew for a further five years.
- b) This lease agreement to be in effect as of July 1, 2022 to June 30, 2027.

**2. MAINTENANCE**

- a) Maintenance of both the gazebo and gate posts shall be the responsibility of the Society.
- b) Any work occurring to these structures, must be mutually agreed upon by both parties.

**3. DAMAGES TO MUNICIPAL PROPERTY**

- a) The Society shall be responsible for any damage or excess maintenance required for the gazebo or the stone gate posts caused by the Society's use and equipment and shall pay the Municipality any excess maintenance or repair costs incurred by the Municipality.

**4. INDEMNITY**

- a) The Society agrees to indemnify and hold harmless the Municipality from and against all suits, judgements, claims, demands, expenses actions, causes of action and losses and for any and all liability for damages to property and injury to persons (including death) which the Municipality may incur, otherwise than by reason of their own negligence or willful misconduct, as a result of or arising out of or in relation to any breach of the terms of this Agreement, the Municipality's own negligence or willful misconduct.

**5. INSURANCE**

The Society shall, at their expense obtain and keep in force during the term of the Lease, Commercial General Liability Insurance satisfactory to the Municipality 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 \$5 Million per occurrence with an aggregate of not less than \$2 Million.
- b. Add the Municipality of Kincardine 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 to the Named Insured.
- d. Non-owned automobile coverage with a limit of not less than \$2 Million and shall include contractual non-owned coverage
- e. Products and completed operations coverage
- f. Broad Form Property Damage
- g. Contractual Liability
- h. Hostile Fire
- i. The policy shall provide 30 days prior notice of cancellation.
- j. All copies of policies must be submitted to the Municipality prior to the beginning of each season.

**6. TERMINATION UPON NOTICE**

- 5.1 Either party to this agreement may, with six months written notice of intent, dissolve the agreement.
- 5.2 Notice with regard to this agreement shall be delivered to:
  - Municipality of Kincardine care of Recreation Director at 1475 Concession 5, RR #5, Kincardine, ON N2Z 2X6
  - Tiverton Agricultural Society care of Society President at the current address provided by the Tenant on a yearly basis.

**IN WITNESS WHEREOF** the Municipality has hereto affixed its corporate seal attested by the hands of its Mayor and CAO this \_\_\_\_\_ day of \_\_\_\_\_, 2022. The Tenant has hereunto set their hand this \_\_\_\_\_ day of \_\_\_\_\_, 2027.

**SIGNED, SEALED AND DELIVERED**  
in the presence of

**TIVERTON AGRICULTURAL SOCIETY**

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 )  
 ) \_\_\_\_\_  
 ) Heather Convay, President  
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 ) \_\_\_\_\_  
 ) Mary Lehman, Treasurer

We have the authority to bind the Organization.

**THE CORPORATION OF THE MUNICIPALITY OF KINCARDINE**

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) \_\_\_\_\_  
) Gerry Glover, Mayor  
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)  
) \_\_\_\_\_  
) Roxana Baumann, Acting C.A.O.

We have the authority to bind the Corporation.