

**THIS LICENCE AGREEMENT** made as of the 1<sup>st</sup> day of January 2013

**B E T W E E N:**

**THE CORPORATION OF THE TOWN OF OAKVILLE**

hereinafter referred to as the “Town”

**OF THE FIRST PART**

and

**BRONTE HARBOUR YACHT CLUB**

hereinafter referred to as the “Licensee”

**OF THE SECOND PART**

**WHEREAS** the Licensee is a corporation incorporated under the laws of the Province of Ontario as a non-share corporation.

**AND WHEREAS** the Town is the owner of those premises situate, lying and being in the Town of Oakville, in the Regional Municipality of Halton described as part of lots 91 and 93 Plan M-11 Oakville as shown outlined on the sketch attached hereto as Schedule “A” and identified thereon as Part 1 (hereinafter referred to as the “Lands”).

**AND WHEREAS** the Lands are designated by the Halton Region Conservation Authority as being located within the flood plain were previously utilized as a local landfill and as such are regularly monitored for methane gases by the Region of Halton who maintain monitoring wells throughout the Lands,

**AND WHEREAS** the Licensee is a non-profit organization operating a fully public non-profit educational facility from the Lands – teaching water safety, life saving, boat handling skills, sailing, and racing including training of local, national and international athletes to the Olympic level.

**AND WHEREAS** the Licensee works with its members, the public and the community as a whole to increase and teach public safety, awareness of boating laws, regulations and

skills holding Pleasure Craft Operator courses and testing recognized by the Province of Ontario and Very High Frequency (VHF) and Navigation courses and testing as recognized by Industry Canada.

**AND WHEREAS** the Licensee holds community informational and educational events on the Lands encouraging the public at large to participate, enroll in boating courses, and to join the organization.

**AND WHEREAS** the Licensee provides, free of charge, specialty public educational classroom seminars and on-the-water lessons, programs and events for handicapped persons, including but not limited to the sight disabled and physically disabled persons, as well as donations to various local charitable causes.

**AND WHEREAS** the Licensee holds regular and continual waterborne activities such as regattas, fun races, cruises and festivals that are open to and attended by tourists, the general public and the entire community all of whom are invited to attend.

**AND WHEREAS** the Licensee works together with other non-profit and charitable boating and non-boating organizations to attract tourists to the area including holding boating symposiums in conjunction with the Town of Oakville, in holding public and community events, regattas and festivals wherein temporary mooring/lodging facilities are made available to such tourists while they are participating in the event.

**AND WHEREAS** from time to time, the Lands and Licensee's facilities are made available at nominal or no fee for local community groups and organization meetings.

**AND WHEREAS** at the request of the Licensee the Town has agreed to license to the Licensee the use of the Lands, on a non-exclusive basis as hereinafter described, under certain terms and conditions.

**AND WHEREAS** it is intended that this license agreement constitutes the entire agreement between the parties hereto.

**AND WHEREAS** the Town recognizes the importance of the Licensee in the development of Bronte harbour the Licensee's contribution to the community and the desire for the Licensee to remain sustainable.

**NOW THEREFORE** in consideration of these presents, the parties hereto agree as follows:

**1. TERM**

In consideration of the License Fee as hereinafter defined and in further consideration of the covenants and agreements hereinafter reserved and contained on the part of the Licensee to be paid, observed and performed, the Town does, subject to these presents, hereby license use, on a non exclusive basis, of the Lands to the Licensee for a period from and including January 1, 2013 to and including December 31, 2063.

The parties hereto acknowledge that this license is granted on a non exclusive basis and that the Town shall have the right annually, on or before September 1<sup>st</sup> in each year of the Term or any Renewal Term, to notify the Licensee that the Town requires the Lands for its own use for a number of days not to exceed ten (10) days (hereinafter referred to as "Town Days") throughout the next ensuing year, which days may or may not be contiguous. Town Days shall be on such dates as are acceptable to both parties hereto, acting reasonably.

Subject to section 6(k) hereof, if the Licensee remains in possession of the Lands at the end of the Term or any Renewal Term, with the consent of the Town, it shall be as a month to month licensee upon the same terms and conditions as are herein provided. It is expressly understood and agreed that this license may not be unilaterally renewed or extended by the Licensee. Provided however that License Fee payable during such month to month licensee shall be as agreed by the parties hereto and be based upon license fees then payable for similar properties in the Town of Oakville and, failing such agreement, shall be determined pursuant to the *Arbitrations Act R.S.O. 1990, as amended* or successor legislation.

Never having been in default hereunder the Licensee shall have the right, no earlier than

January 1, 2058 nor later than December 31, 2058, to notify the Town, in writing, of its intention to enter into negotiations concerning extension of the Term. Any such extension (hereinafter referred to as the “Renewal Term”) shall be on terms satisfactory to the parties hereto in their respective unfettered discretions.

Notwithstanding anything herein contained the Town shall have the right, at any time from and after January 1, 2035 to terminate this license upon thirty six (36) months written notice to the Licensee. Subject to the provisions of section 4(c) hereof, if the Town exercises its right of early termination, it shall purchase at their depreciated fair market value any improvements including, without limiting the generality of the foregoing buildings or component parts thereof, or other structures affixed to the Lands, fences and retaining walls, but not including fill material, (hereinafter referred to as the “Improvements”), placed on the Lands by the Licensee with the consent of the Town during the term of the licence and previous licence (s) entered into between the parties hereto.

At the end of the Term or Renewal Term the Town in its unfettered discretion shall either (i) purchase at the fair market value the Improvements placed on the Lands by the Licensee with the consent of the Town during the term of the agreement and previous agreement(s) (excluding fill material), or (ii) to renew the licence agreement under the same terms and conditions on a month by month basis, (but not to exceed one year), until a new agreement is reached. Should an agreement not be reached within one (1) year, the Town shall purchase the Improvements, at the fair market value.

## 2. **LICENSE FEE**

(a) The License Fees payable hereunder shall be payable monthly on the first day of each and every month of the Term or any Renewal Term and shall be calculated as follows. All sums set out in this agreement are, as applicable, deemed to be plus HST or successor or otherwise applicable tax:

- i. For the year commencing January 1, 2013 and ending December 31, 2013 the License Fee shall be the sum of seventeen thousand two hundred and ninety-nine dollars (\$17, 299.00) dollars payable one thousand four hundred and forty-one and fifty eight one hundredths (\$1,441.58) dollars monthly, from and including January 1, 2013 to and including December 1, 2013.

The parties hereto acknowledge that the land designated as Part 4 on the sketch attached hereto as Schedule A” (hereinafter referred to as the “Common Access Route”) is an access route to the Lands and to other Town – owned lands shall at all times be fully accessible to the general public. The Town will maintain the Common Access Route at its own expense. During the Term the Licensee and the Town acknowledge that any contemplated improvements, enhancements, or changes in the use of the Common Access Route will be fully discussed between the parties hereto prior to implementation.

- ii. for the period commencing January 1, 2014 and ending December 31 2023 the License Fees shall annually be increased by a percentage amount equal to the percentage increase in the Consumer Price Index, or successor measure, for the City of Toronto as reported by Statistics Canada or its successor (hereinafter referred to as the “Inflation Rate”). The base for purposes of calculations in this section 2(ii) shall be the level of prices existing as at December 31, 2012.
- iii. on or before January 1<sup>st</sup> in each of the years 2022, 2032, 2042 and 2052 the Town will review the then current License Fee to determine whether it accurately reflects fair market value. Thereafter, based upon such review, the Town shall determine the amount of the License Fee to be paid by the Licensee hereunder for the next ensuing year (hereinafter referred to as the “New Base Year”) In the event the Licensee disputes the Town’s fair market value at the time of the establishment of a New Base Year, the parties agree to submit the dispute to a mutually agreed independent arbitration process. If the parties cannot agree upon an arbitrator or arbitrators acceptable to each party, then the arbitration will be conducted in the manner provided in the Province of Ontario’s *Arbitration Act SO. 1991* or successor legislation. The determination of the arbitrator will be binding on both parties with the cost of arbitration being shared equally by the parties, provided however that if the arbitrator fails to award the Licensee a more favourable licence fee than was previously determined as being fair market value for the New Base Year, costs shall be borne entirely by the Licensee.
- iv. For next ensuing nine years following each New Base Year the License Fees shall be increased by the Inflation Rate for the immediately preceding year.

- v. Subject to section 2(vii) hereof, and notwithstanding anything herein contained, the License Fees shall never be less than those payable in the immediately preceding year.
  - vi. Wherever in this license agreement either of the terms “License Fee” or “License Fees” appears it shall be deemed to be “plus HST or other similar or replacement tax”.
  - vii. The parties hereto take notice of the fact that the Town is negotiating leases or licenses for lands similar to the Lands with other boating clubs (hereinafter referred to as the “Other Boating Clubs”). It is the intention of the parties hereto that the unit License Fees to be paid by the Licensee shall be consistent with the unit fees paid to the Town by the Other Boating Clubs. Accordingly, notwithstanding anything herein contained, if pursuant to the aforementioned negotiations the Town enters into a license agreement with any of the Other Boating Clubs, as approved by Oakville Town Council, whereby the Unit License Fees (as hereinafter defined) payable thereunder are less than the License Fees, then the License Fees shall be adjusted to match the more favourable license fees accorded to any Other Boating Clubs. The term “Unit License Fees” means charges calculated on a per square foot basis whether or not expressed as such.
- (b) All payments required to be made by the Licensee under or in respect of this license shall be made to the Town’s Manager, Realty Services at 1225 Trafalgar Road in the Town of Oakville or at such other place as the Town may hereafter from time to time direct in writing to the Licensee.

### 3. **INSURANCE**

The Licensee covenants and agrees at all times during the Term or any Renewal Term hereof, at its own expense, to insure and keep insured the Lands and the business and other activities carried on therein. The Licensee will insure at its own expense its liability as occupier and user of the Lands and provide and keep such insurance in force during the Term or any Renewal Term for the benefit of both the Town and the Licensee and furnish to the Town upon execution of this license, and annually thereafter, a complete copy of such insurance policy. Such policy shall name the Town as an additional insured

and the policy shall include a cross liability clause endorsement and shall be in an amount of not less than five million (\$5,000,000.00) dollars with not more than ten thousand (\$10,000.00) dollars deductible. As a term of the aforementioned policy, the insurer will provide the Town a minimum of thirty (30) days notice of cancellation.

#### 4. **LICENCEE'S COVENANTS**

The Licensee covenants and agrees with the Town that:

- a) This is a gross licence and the Town shall pay all property taxes assessed and levied with respect to the Lands. Provided however that the parties hereto acknowledge that the Licensee's Buildings, as defined in section 4(c) hereof are the property of the Licensee and that, accordingly, that portion of the property taxes assessed and levied with respect to the Licensee's Buildings shall be paid by the Licensee. The parties hereto agree to accept the land and building split as determined by the Municipal Property Assessment Corporation (hereinafter referred to as "MPAC") or successor authority. Taxes upon personal or chattel property as well as further or other property taxes assessed and levied from time to time with respect to improvements made to the buildings by the Licensee shall be for the Licensee's account. The Town shall pay, when due, all sums payable pursuant to the property tax bill issued by the taxing authority and the Licensee hereby covenants and agrees that it will promptly reimburse the Town in full, at the full residential (RT) or commercial (CT) rate as determined from time to time by MPAC or successor authority, without deduction or set-off, for that portion of the said property taxes attributable to the Licensee's Buildings. Without limiting the generality of the foregoing, the parties hereto covenant and agree that The Town will provide detailed assessment as provided by MPAC, tax calculation formula and invoice the Licensee on June 1<sup>st</sup> annually for the share of the taxes applicable to the building component of the Lands. The taxes on the building will be based on the Building Net Value as currently provided and defined by MPAC.

(Total Building less the Life Table Depreciation) The assessment of the building will be multiplied by the annual tax rate as returned on the roll. Any adjustments to assessment appeals or tax class changes which occur will be provided to BHYC and any adjustments to the taxes will be invoiced or refunded. The BHYC will assist the Town in assessment appeals as requested, and will support the town in its council resolution to have Section (18) of the Assessment Act to provide land leased by a municipality to be treated in the same manner as land leased by the crown.

- b) The Licensee shall use the Lands as a non-profit organization operating a boating club and for no other purpose.
- c) The buildings and Improvements existing on the Lands, including but not limited to the clubhouses, fences, retaining walls, crane (hereinbefore and hereinafter collectively referred to as the "Licensee's Buildings") but not including fill material, are owned by the Licensee.
- d) The Town shall create and retain, and the Licensee alone shall contribute to a demolition fund (hereinafter referred to as the "Demolition Fund") sufficient to fully fund the demolition of the Licensee's Buildings at the end of their useful lives or to perform maintenance work thereto if, in the unfettered opinion of the Town acting reasonably, the Licensee's Buildings, or any of them, are in a state of disrepair such as to constitute a danger to the Licensee's members or to the public in general. Annually on or before the first day of January 2013 and thereafter on or before the first day of January throughout the Term the Licensee shall pay the sum of two thousand (\$2,000.00) dollars to the Town to create the Demolition Fund. The parties hereto agree that a fully funded Demolition Fund would contain twenty thousand dollars (\$20,000.00) it being understood that amounts within the Demolition Fund may be invested as determined by the Town and any interest



earned shall be in addition to the aforementioned Club contributions. At such time as the Demolition Fund is fully funded, further Club contributions thereto shall not be required except to replenish the Demolition Fund if money has been expended therefrom.

- e) Subject to section 4(f) if pursuant to section 4 (g) the Licensee decides to terminate this licence agreement, the Town shall have the option in its sole and unfettered discretion to require that the Licensee's Buildings, or any of them, be demolished or left in place. If the Town elects that the Licensee's Buildings, or any of them, be demolished, demolition, removal, debris and rehabilitation of the site shall be carried out in a manner acceptable to the Town's Director of Parks and Open Space in his or her sole and unfettered discretion, acting reasonably, to such standard as existed at the commencement of this license and the Demolition Fund including any accumulated interest will be used by the Town for such purpose. If the Town elects to leave the Licensee's Buildings, or any of them, in place at the end of the Term or any Renewal Term, the Licensee shall execute such documents as are in the opinion of the Town's solicitors necessary or desirable to transfer ownership of the Licensee's Buildings, or any of them, to the Town, free of liens, charges and encumbrance of whatsoever sort (hereinafter referred to as the "Encumbrances"). Following demolition or transfer as aforesaid all sums then contained in the Demolition Fund shall be paid to the Licensee less any amount in the opinion of the Town's solicitors necessary to pay and discharge the Encumbrances.
- f) At the end of the Term or any Renewal Term, or in the event that the Town shall choose to terminate the licence agreement early, in accordance with section 1 hereof, the Town shall purchase at the fair market value any Improvements placed on the Lands by the Licensee with the consent of the Town, not including land fill materials.

- g) At any time during the Term or Renewal Term, when not in default, the Licensee may, in its absolute and unfettered discretion, terminate and surrender its Licence of the Lands upon providing not less than twelve (12) months written notice to the Town of its intention to do so whereupon the provisions in paragraph 4(d) and 4(e) apply and the Licensee shall otherwise be relieved of its obligation for the Licence Fee upon vacating the Lands. In the event of early termination by the Licensee as provided in this section 4(g) the Town may, in its sole and unfettered discretion require the transfer of the Improvements placed on the Lands by the Licensee to it without payment therefore, If the Town elects, in its unfettered discretion, not to require the transfer of the Improvements placed on the Lands by the Licensee, the Licensee will at its sole expense and in a good and workmanlike manner remove same in a timely manner and restore the Lands. Demolition and restoration of the Lands will be funded by money drawn from the Demolition Fund. For greater certainty the parties hereto acknowledge that the Licensee shall have no obligation with respect to demolition and restoration costs other than its contributions to the Demolition Fund as aforesaid.
- h) The Licensee shall pay the same as they become due all charges for property and liability insurance relating to the Lands and / or the activities carried on therein and for utilities supplied to the Lands including electrical power, heat, hot water (including hot water heater rental, if applicable), cable and telephone used upon or in respect of the Lands and for fittings, machines, apparatus, meters or other things licensed in respect thereof, and for all work or services performed by any corporation or commission in connection with such charges..
- i) That in the event of the Licensee failing to pay any insurance premiums or charges which it has herein covenanted to pay, the Town may pay the same and shall be entitled to charge the sums so paid to the Licensee which shall pay them, together with interest, on the next ensuing License Fee day.

- j) That it shall be lawful for the Town and its agents, at all times with reasonable notice during the Term or any Renewal Term hereof, to enter the Lands to inspect the condition thereof. Where an inspection reveals repairs and/or replacements are necessary, which are properly the responsibility of the Licensee, the Town shall give the Licensee notice in writing and thereupon the Licensee will, within thirty (30) days from the date of delivery of the notice, make the necessary repairs in a good and workmanlike manner. If the Licensee fails to make the requisite repairs and /or replacements to the Lands, the Town may, but shall not be obliged to, make them, and the Licensee shall remit the cost of them, together with interest, on the next ensuing day that License Fee is payable hereunder.
- k) Notwithstanding the foregoing, if in the unfettered opinion of the Town a situation exists whereby immediate repairs are required to ensure public safety or to avoid potential substantial property damage the Town shall have the right, but not the duty, to effect such repairs forthwith and the Licensee shall forthwith upon demand reimburse the Town for all costs expended by the Town in connection therewith including, without limiting the generality of the foregoing Town's staff costs reasonably attributable thereto.
- l) The Licensee will, at the expiration or sooner determination of the Term or any Renewal Term peaceably surrender and yield up unto the Town the Lands.
- m) That the Licensee will, in the maintenance, use and occupation, or to the making of any repairs, replacements, additions, changes, substitutions or improvements of or to the Licensee's Buildings promptly comply with all requirements of municipal, regional, provincial and federal governmental or quasi-governmental authorities having jurisdiction, police and fire departments and utilities providers.
- n) Not to use the Lands otherwise than in connection with its bona fide activities as a boating club and not to use or permit the Lands or any part thereof to be used for

any dangerous, noxious or offensive purpose or cause or permit any nuisance to be caused on the Lands.

- o) Except as provided in this section 4(o), never to use the Lands for residential purposes including short-term residential use. Notwithstanding the foregoing, it is acknowledged that from time to time special events such as regattas are held at the Lands and visiting transient boaters moored next to the Lands, may require overnight accommodations. Provided however that such transient boater accommodation shall not exceed 3 nights without the prior written approval of the Town.
- p) Not to erect or permit any sign or permanent building or structure other than the Licensee's Buildings, nor to make any alteration to the Lands without the prior written consent of the Town. Notwithstanding the foregoing, prior written consent of the Town shall not be required with regard to acts of routine maintenance by the Licensee.
- q) Subject to the foregoing, the Town acknowledges the Licensee's intention to continue to improve the Lands and further acknowledges that such improvements shall be of a type and be made in such manner, be of such material and sited in such manner as shall be acceptable to both parties hereto in their respective unfettered discretions. When the Licensee desires to invest in capital improvements on the Lands, with capital improvements being as defined by generally accepted accounting principles, (not including land fill materials) the Town in its absolute and unfettered discretion may consider loaning capital improvement funds to the Licensee. For the purpose of the Town considering loaning the Licensee funds, and by way of example only, capital improvements includes replacement of buildings or building infrastructure such as roofs, HVAC systems, accessibility improvements, elevators, major plumbing and electrical system replacement, , driveways or parking lots With each capital improvement

brought forward for consideration by the Town, the Licensee will provide a business plan to demonstrate the feasibility and capacity to afford such improvements, All such capital improvements, if approved by the Town, will be reported on an annual basis in a form and manner as mutually agreed between the parties. Nothing herein contained shall oblige the Town to expend any funds for such improvements, which shall be at the sole cost of the Licensee unless otherwise agreed to in future by the parties hereto by instrument in writing. Nothing herein contained creates any obligation by the Town to pay any money or to reimburse any money expended by the Licensee. The legal relationship between the parties hereto is solely and strictly that of Licensor and Licensee. The parties are not partners or co venturers of whatsoever sort

- r) Not to suffer or permit during the Term or any Renewal Term any construction liens or other liens for work, labour, services or materials ordered by it for the cost of which it may be in any way obligated to attach to the Lands or to the Licensee's Buildings, or any of them, and that whenever and so often as any such liens shall attach or claims therefore shall be filed, the Licensee shall within thirty (30) days after the Licensee has notice of the claim or lien procure the discharge thereof by payment or by giving security or in such other manner as is or may be required or permitted by law. and the Licensee further covenants that whenever and so often as a certificate of action is registered, the Licensee shall within thirty (30) days after the Licensee has notice of the registration of such certificate of action have the same vacated by way of payment into court or otherwise as may be required.
- s) Not to assign or transfer this license or any part thereof without first obtaining the consent in writing of the Town, the granting or withholding of which consent shall be within the unfettered, uncontrolled and arbitrary discretion of the Town.
- t) The parties hereto acknowledge that the Lands are under control of the Licensee pursuant to this license, that the Town does not have the ability nor the legal

obligation to control, control access to or police the Lands or the activities carried out thereon and that such is the sole responsibility of the Licensee. The Town shall under no circumstances be liable in whole or in part for any losses of whatsoever sort occurring on the Lands or to any activity ancillary to the Licensee's use of the Lands (hereinafter referred to as the "Losses"), including without limiting the generality of the foregoing, personal injury or death that may be suffered or sustained by any employee, member, invitee, or customer of the Licensee or by any other member of the public who may be upon the Lands with or without the consent or knowledge of the Licensee or for any loss or damage or injury to any property belonging to the Licensee or to its employees or to any other person while such property is on the Lands. The Licensee covenants and agrees to indemnify, save harmless and defend the Town with respect to any Losses. With respect to Losses occurring on the Common Access Route, the Licensee's indemnification liability for Losses occurring thereon is limited to such Losses as are due in whole or in part to the negligent acts or omissions of the Licensee, its employees, members, invitees customers or others for whom it is in law responsible.

- u) That the Licensee in the operating, planning, maintaining and managing the Licensee and Lands shall comply with all laws and legislation requirements.
- v) That the Licensee will indemnify, save harmless and defend the Town with respect to losses, liabilities, fines, suits, claims, demands and actions of any kind or nature, and all expenses incidental thereto, to which the Town may become liable due directly, indirectly or consequentially, in whole or in part to any breach, violation or non-performance by the Licensee of any covenant, term or provisions hereof or by reason of any injury or death resulting from occasioned to or suffered by any person or persons or damage or loss of any property by reason of any act, neglect or default on the part of the Licensee or any of its agents, invitees

employees, or of others on the Lands with or without the knowledge or consent of the Licensee, it being agreed that the Town is in no way responsible for, or able to control access to, the Lands while same are in the possession of licensee . such indemnification in respect of any such breach, violation or non-performance, damage to property, injury or death occurring during the Term or any Renewal Term, shall survive the termination of this license , anything in this license to the contrary notwithstanding.

w) That the Licensee, provided it is not in default in the performance of its obligations pursuant to this license, shall have the right, subject to the Town's prior written consent, which consent shall be within the Town's sole, unfettered and arbitrary discretion, and to the provisions of this license to make, at its own expense, such alterations in and improvements to the Licensee's Buildings as it may deem advisable and as are reasonable to facilitate its use of the Lands as a boating club, provided that no such alternation, addition, or improvement shall weaken the structural integrity and safety of the Licensee's Buildings.

Notwithstanding the foregoing, prior written consent of the Town shall not be required with regard to acts of routine maintenance by the Licensee.

## 5. **TOWN'S COVENANTS**

- a) The Town covenants with the Licensee that subject to the provisions of this license, including Town rights of early termination, the Licensee, if in compliance with this license, shall peaceably enjoy and possess the Lands for the Term or any Renewal Term hereof without any interruption or disturbance by the Town or any other person or persons claiming under it.
- b) Repair and maintenance of the Common Access Route and retaining walls and launch ramps shall be by and at the expense of the Town and be to the usual Town standard.

## **6. PROVISOS**

Provided always and it is hereby agreed that:

(a) In the case without the written consent of the Town, the Lands shall become and remain vacant or not used for a period of fifteen (15) days while the same are suitable for use by the Licensee, or in case the Term hereby granted or any of the goods and chattels of the Licensee be at any time seized or taken in execution or in attachment by any creditor of the Licensee or the Licensee shall make any assignment for the benefit of creditors or become bankrupt or insolvent or take the benefit of any Act now or hereafter in force for bankrupt or insolvent debtors or any order shall be made for the winding-up of the Licensee, then and in every such case, the Licensee shall be in default. Should the foregoing default occur and not be rectified by the Licensee in an adequate and timely manner to the satisfaction of the Town, acting reasonably, the then current month's License Fee and the next ensuing three months' License Fee shall immediately become due and payable, and the taxes (if levied) for the current year (to be calculated at the rate of the previous year plus ten percent if the rate shall not have been fixed for the current year) hereinafter referred to as "Accelerated License Fee" shall immediately become due and payable. The Town, at any time after it has notified the Licensee of the default and the Licensee has failed to cure the default within fifteen (15) days, may re-enter the Lands, and repossess the Lands in its former state as though the Licensee were holding over after the expiration of the Term or any Renewal Term and the Term or any Renewal Term shall, at the option of the Town, become forfeited, and Accelerated License Fee including taxes shall be recoverable by the Town as License Fee in arrears the Licensee shall remain liable under this license and the Town shall not be obliged to purchase any of the Improvements placed on the Lands by the Licensee which Improvements shall, at the Town's unfettered discretion be left upon the Lands or removed in a good and



workmanlike manner and the land restored, all at the expense of the Licensee and without Town contribution, all as herein provided.

(b) Notwithstanding the benefit of any present or future statute taking away or limiting the Town's right of distress, none of the goods and chattels of the Licensee on the Lands at any time during the Term or any Renewal Term shall be exempt from levy by distress for License Fees in arrears

(c) The Licensee shall from time to time at the request of the Town produce to the Town satisfactory evidence of the due payment by the Licensee of all payments required to be made by the Licensee, pursuant to the provisions of this license

(d) If the Licensee defaults in the payment of the License Fee, and the default continues for fifteen (15) days after written notice of it to the Licensee by the Town, or if the Licensee defaults in the observance or performance of any covenant or agreement in this license and the default continues for fifteen (15) days without the Licensee having taken substantive action to rectify such default in a manner satisfactory to the Town in its unfettered discretion, acting reasonably, the Term or any Renewal Term shall at the option of the Town, terminate and the Licensee shall vacate and surrender the Lands to the Town, but the Licensee shall not thereby be relieved of its obligations pursuant to this license but which shall survive such termination and remain in full force and effect. The Town shall not be obliged to purchase any of the Improvements placed on the Lands by the Licensee which Improvements shall, at the Town's unfettered discretion be left upon the Lands or removed in a good and workmanlike manner and the land restored, all at the expense of the Licensee and without Town contribution, all in accordance with the provisions of this agreement.

(e) Upon termination of the Term or any Renewal Term the Town may immediately re-enter the Lands and remove all persons and property using any means permitted by law, and repossess the Lands.

(f) Provided that the Town's written consent shall first have been obtained, the granting or withholding of which consent shall be within the Town's sole, unfettered and arbitrary discretion, the Licensee may erect, paint, display, maintain, alter, change or remove signs at such locations as are approved by the Town in writing All such signs shall be dignified in appearance. The Town in approving such signs shall have regard to their or its compliance with the Town's sign by-law in effect from time to time and to its or their effect upon the aesthetic appeal of the Lands. Permitted signs shall serve only for identification purposes and not advertising and shall comply with the lawful requirements of governmental authority. They shall remain the property of the Licensee and shall be removed by them upon the termination of the Term or any Renewal Term hereby granted. The Licensee shall indemnify and save harmless and defend the Town against any loss, damage or injury caused to any person or thing directly, indirectly or consequentially, in whole or in part, the result of a sign's presence on the Lands or of its installation.

(g) Prior to any outside contractor retained by the Licensee being permitted access to the Lands, Club shall secure from such contractor and, if requested by the Town, shall deliver to the Town evidence satisfactory to the Town in its sole discretion acting reasonably that such contractor has adequate insurance and is registered with the Workplace Safety Insurance Board, all in accordance with the provisions, exceptions and exemptions of the *Workplace Safety and Insurance Act* as amended from time to time.

(h) Whenever or wherever the approval of the Town is required pursuant to this Licence, the Town agrees to work expeditiously and respond to the Licensee as soon as reasonably practicable.

(i) That the failure of the Town to insist upon a strict performance of any of the agreements, terms, covenants and conditions hereof shall not be deemed a waiver of any rights or remedies that the Town may have and shall not be deemed a waiver of any subsequent breach or default in any of such agreements, terms, covenants and conditions and the rights and remedies of the Town under this license, or otherwise available to it under law, may be exercised and enforced either concurrently or successively.

(j) Any notice, letter, request or demand herein provided for or given hereunder shall be sufficiently given if delivered or mailed by registered mail addressed in the case of the Town, to: the Manager, Realty Services, Office of the Town Solicitor, 1225 Trafalgar Road, Oakville, Ontario, L6J 5A6 and to the Licensee at the Lands. Any notice mailed as aforesaid shall, except when there is an interruption of mail service due to strikes or other job actions, be conclusively deemed to have been given upon delivery or, in the case of mailing, on the tenth business day following the day on which such notice is mailed as aforesaid. In the event that mail delivery is interrupted by strikes or other job action, delivery shall be by personal delivery only. Either Town or Club may at any time give notice in writing to the other or others of any change of address of the party giving such notice from and after the giving of such notice and address therein specified shall be deemed to be the address of such party for the giving of such notices thereafter.

(k) Provided further that should the Licensee remain in possession of the Lands after the end of the Term or any Renewal Term without the express written consent of the Town, it shall be as a monthly tenant at a monthly License Fee equal to one-twelfth of the then current annual License Fee payable in advance on

the first day of each month and otherwise subject to all terms of this agreement insofar as they may be applicable to a monthly licensee.

(l) This license shall be read with such changes in gender and number as the context may require and all schedules attached hereto shall form part of this agreement as if set out fully and contained within the body of this agreement.

(m) All covenants, terms and conditions contained in this license shall be severable, and should any covenant, term or condition be declared invalid or unenforceable, such covenant, term or condition shall be severed from and deemed never to have been a part of this license and the validity and enforceability of the remaining covenants, terms and conditions shall not be affected thereby.

(n) The Town Solicitor is hereby authorized to extend the time for closing this transaction and to make minor amendments that do not affect the substance of this License without further authorization by Council, providing time to remain of the essence. Any such extension or amendment shall only be made with both parties' consent

(o) This license shall extend to, enure to the benefit of, and be binding upon, the parties to it and their successors and permitted assigns, if any, as appropriate.

(p) This license is conditional upon approval and ratification by resolution of Town of Oakville Town Council and execution of this license by the Mayor and Clerk, failing which it shall be null and void and of no legal effect. It is expressly understood and agreed that Town staff do not have authority to enter into this license and that negotiations with the Licensee, preparation, execution and delivery of this license by Town of Oakville staff shall not be deemed to be an offer and no agreement between the parties hereto shall arise or exist until confirmed and ratified by Town of Oakville Town Council as aforesaid.

(q) The Licensee's repair and indemnification covenants as herein provided shall survive and not merge on termination of the Term or any Renewal Term save and except that such covenants shall cease to apply with respect to any Improvements to the Lands purchased by the Town as hereinbefore provided.

(r) Schedule "A" attached hereto forms part of this licence.

**IN WITNESS WHEREOF** the parties hereby have hereunto executed these presents.

**THE CORPORATION OF THE TOWN OF  
OAKVILLE**

\_\_\_\_\_  
Rob Burton: Mayor

\_\_\_\_\_  
Cathie Best: Clerk

**BRONTE HARBOUR YACHT CLUB**

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name and Title

We have authority to bind the club