

Appendix C –Oakville Historical Society license QEPCCC

THIS LICENSE made as of the 1st day of January 2013

B E T W E E N:

THE CORPORATION OF THE TOWN OF OAKVILLE

hereinafter called the “Town”

OF THE FIRST PART

and

OAKVILLE HISTORICAL SOCIETY

a non-share corporation incorporated pursuant to the laws of the Province of Ontario

hereinafter referred to as the “OHS”

OF THE SECOND PART

1. PREMISES

In consideration of the covenants and agreements hereinafter reserved and contained on the part of the OHS to be observed and performed, and in consideration of other good and valuable consideration paid by each of the parties hereto to the other, the receipt and sufficiency whereof is hereby acknowledged, the Town does hereby license to the OHS use of those premises situate, lying and being in the Town of Oakville, in the Regional Municipality of Halton consisting of an area comprising approximately 77.6 square metres, as outlined on Schedule “A” attached hereto and forming part of this licence, for use by the OHS as storage space only all contained within a facility known as the Queen Elizabeth Park Community Centre (hereinafter referred to as the “Facility”) and being designated as Room AO55 therein which licensed premises are hereinafter referred to as the “Premises”.

2. TERM

The term of this License shall commence the 1st day of January 2013, and terminate on the 31st day of December 2033 (hereinafter referred to as the “Term”).

3. LICENSE FEE

- (a) The License Fee for the Term shall be the sum of one (\$1.00) dollar per annum, receipt whereof is hereby acknowledged. Provided however that the parties hereto acknowledge that the amount of the License Fee as aforesaid, which the parties hereto acknowledge is a special rate, is conditional upon the OHS remaining a not for profit organization. In this regard the OHS hereby covenants and agrees that it shall submit to the Town, no later than the last day of April of each year of the Term or of any Renewal Term a true copy of its financial statements for the immediately preceding twelve months, prepared by an individual or organization with qualifications acceptable to the Town, acting reasonably, prepared in accordance with generally accepted accounting principles. If the OHS ceases to be a not for profit organization, the License Fee will immediately be renegotiated to reflect then market rent or license fees for similar premises.

4. **INSURANCE**

The OHS covenants and agrees at all times during the Term hereof, at its own expense, to insure and keep insured the documents, artifacts and the activities carried on therein. The OHS will insure at its own expense its liability as occupier and user of the Premises and provide and keep such insurance in force during the Term hereof for the benefit of both the Town and the OHS and furnish to the Town upon execution of this license 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 a waiver of subrogation and shall be in an amount of not less than five million dollars (\$5,000,000.00) with not more than one thousand (\$1,000.00) dollars deductible. As a term of the aforementioned policy, the insurer will provide the Town a minimum of thirty (30) days notice of cancellation.

OHS COVENANTS

The OHS covenants with the Town:

- (a) OHS acknowledges that notwithstanding that the Town is exempt from payment of property taxes; such taxes may become applicable as a result of the OHS's occupation and use of the Premises. If the Municipal Property Assessment Corporation, or successor entity, determines that property taxes are payable, they shall be paid by the OHS.

- (b) That in the event of the OHS failing to pay any insurance premiums the Town may pay the same and shall be entitled to charge the sums so paid to the OHS who shall pay them, together with interest, as an additional license fee, due within 24 hours of payment by the Town..
- (c) To, at its own expense, maintain and keep the interior of the Premises and every part thereof in good order and condition.
- (d) That it shall be lawful for the Town and its agents, at all reasonable times, without notice, during the Term to enter the Premises to inspect the condition thereof.
- (e) The OHS will, at the expiration or sooner determination of the Term peaceably surrender and yield up the Premises unto the Town.
- (f) That the OHS will, in the maintenance, use and occupation, of the Premises 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.
- (g) To use the Premises during the normal operating hours of the Facility and only as storage space in furtherance of carrying on the business of the OHS.
- (h) Never to use the Premises for residential purposes, including short term residential purposes.
- (i) No propane tanks or other fuel tanks shall be stored in the Premises.
- (j) Not to alter the Premises in any way without the express written consent of the Town.
- (k) 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 sole discretion of the Town.
- (l) That the Town shall not in any event whatsoever, including the negligence of the Town or any person for whom the Town is at law responsible, be liable or responsible in any way for any personal injury or death that may be suffered or sustained by the OHS or any employee of the OHS or any member or customer of the OHS or any other person who may be upon the Premises or for any loss or damage or injury to any property belonging to the OHS or to its employees or to any other person while such property is on the Premises.

- (m) That the OHS will indemnify, save harmless and defend the Town of and from all liabilities, fines, suits, claims, demands and actions of any kind or nature, and all expenses incidental thereto, to which the Town shall or may become liable due directly, indirectly or consequentially, in whole or in part to any breach, violation or non-performance by the OHS 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 OHS or any of its agents, invitees employees, or others in the Premises with or without the knowledge or consent of the OHS, it being agreed that the Town is in no way responsible for, or able to control access to, the Premises while same are in the possession of OHS. This indemnification in respect of any such breach, violation or non-performance, damage to property, injury or death occurring during the Term shall survive the termination of this license or any renewal thereof, anything in this license to the contrary notwithstanding.

5. **TOWN'S COVENANT**

The Town covenants with the OHS that the OHS, if in compliance with this license, shall peaceably enjoy and possess the Premises for the Term hereof without any interruption or disturbance by the Town or any other person or persons claiming under it.

6. **PROVISOS**

Provided always and it is hereby agreed:

- (a) That in the case without the written consent of the Town, the Premises shall not be used for a period of thirty (30) days while the same are suitable for use by the OHS, or in case the Term hereby granted or any of the goods and chattels of the OHS be at any time seized or taken in execution or in attachment by any creditor of the OHS or the OHS 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 OHS, then and in every such case, the OHS shall be in default. The Town, at any time after it has notified the OHS of the default and the OHS has failed to cure the default within thirty (30) days, may re-enter the Premises, and repossess the Premises in its former state as though the OHS were holding over after the expiration of the Term or

- hereof, and the Term hereof shall, at the option of the Town, become forfeited
- (b) The OHS shall from time to time at the request of the Town produce to the Town satisfactory evidence of the due payment by the OHS of all payments for insurance coverage pursuant to the provisions of this license.
 - (c) Upon termination of the Term the Town may immediately re-enter the Premises and remove all persons and property using any means permitted by law, and repossess the Premises.
 - (d) That if and whenever during the Term hereby demised the Premises shall be destroyed or damaged by fire, lightning, entry of water, tempest, or other peril then, at the option of the Town this license may be terminated and the Town shall not thereby become liable to the OHS for any losses or damages of whatsoever sort due directly or indirectly, in whole or in part to such termination.
 - (k) The OHS shall not erect or paint any sign at or on the exterior of the building within which the Premises are contained.
 - (l) 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.
 - (m) 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 OHS at the Premises. 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 fifth 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 OHS 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.
- (n) Either party hereto shall have the right, in its sole and unfettered discretion, at any time during the Term to terminate this license and the right of occupancy created thereby upon giving to the other sixty days' written notice to the other party, whereupon the OHS covenants and agrees to surrender the Premises to the Town in accordance with such notice. Neither party shall thereby be liable for any loss of whatsoever sort sustained by the other due directly, indirectly or consequentially, in whole or in part to such termination.
- (o) This license shall be read with such changes in gender and number as the context may require and Schedule "A" attached hereto shall form part of this agreement as if set out fully and contained within the body of this agreement.
- (p) All covenants, terms and conditions contained in this license shall be severable, and should any covenant, term or condition be declared invalid or unenforceable, the validity and enforceability of the remaining covenants, terms and conditions shall not terminate thereby.
- (q) OHS's maintenance and indemnification covenants as herein provided shall survive and not merge on termination of the Term herein provided.
- (r) This license is conditional upon obtaining approval and ratification by resolution of Town of Oakville Town Council, failing which this license shall be null and void and of no legal effect. It is expressly understood and agreed that 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.

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

IN WITNESS WHEREOF the parties hereby have hereunto executed these presents as of the 1st day of January 2013.

**THE CORPORATION OF THE TOWN OF
OAKVILLE**

CAO: Ray Green

Acting Clerk: Vicki Tytaneck

OAKVILLE HISTORICAL SOCIETY

Name and title

Name and title

We have authority to bind the society