

THIS AGREEMENT made this _____ day of _____, 2017.

BETWEEN:

NORTH BAY CANOE CLUB
Hereinafter called "Canoe Club"

OF THE FIRST
PART

AND

THE CORPORATION OF THE CITY OF NORTH BAY
Hereinafter called "the City"

OF THE SECOND
PART

WHEREAS the Canoe Club has carried out an active canoe instruction and competition program at Armstrong Park in the City of North Bay;

AND WHEREAS the parties had entered into an agreement dated the 14th day of March, 1985 with respect to lease and use of a portion of Armstrong Park for the above-mentioned purpose;

AND WHEREAS the agreement between the parties expired May 1, 1995;

AND WHEREAS the agreement between the parties was renewed on the _____ day of _____, 1985 for a renewal period from May 1, 2000 to May 1, 2005;

AND WHEREAS the agreement was amended and renewed for the period of May 1, 2010 to May 1, 2015;

AND WHEREAS the Canoe Club wishes to enter into a lease with the City with respect to certain lands at Armstrong Park; **NOW THEREFORE THIS INDENTURE WITNESSETH** that in consideration of the mutual covenants herein contained, the parties hereto mutually covenant and agree as follows:

1. GRANT OF LEASE & RENT

In consideration of the rents, covenants and obligations stipulated herein, the City and the Canoe Club have agreed to enter into this Lease of the Premises.

- a. The City leases to the Canoe Club and the Canoe Club leases from the City the use of certain lands at Armstrong Park on the westerly shore of Trout Lake in the City of North Bay as more particularly shown on the sketch attached hereto as schedule "B" (the "Premises") for the period of May 1, 2015 to May 1, 2025 (hereinafter called the "Term") upon such terms and conditions as herein stated.
- b. The Canoe Club shall use and occupy the said Premises for public recreational purposes exclusively, which shall include annual, seasonal operation of an active Canoe Club for the purposes of canoe instruction and competition program.
- c. The Canoe Club covenants to pay to the City, during the Term of this Lease, rent in the amount of one dollar (\$1.00) per annum. The Canoe Club shall also have a non-exclusive right of reasonable access to the shore of Trout Lake for the purpose of moving and removing canoes to the shores and for this purpose shall also have the right to construct, maintain and repair a removable dock not more than Six (6) feet wide and sixty (60) feet long at the shore of Trout Lake in a location to be approved by the Manager of Sports and Events or his/her designate and any other authority having jurisdiction, including but not limited to the Ministry of Natural Resources. Extension of the dock must be obtained by the City and all proper authorities having jurisdiction.

2. RENEWAL

In the event that the Canoe Club wishes to renew this agreement, written notice will be served on the City indicating such desire six (6) months prior to May 1, 2025. If a renewal is exercised, it will be upon such terms and conditions as are agreeable to the City. If agreeable, parties shall enter negotiations of terms and conditions.

3. RENTAL FEES

If during the Term the Canoe Club wishes the exclusive use of Armstrong Park:

- a. Canoe Club agrees to pay the City the City's respective rate for time used for camps, and programming as may then be applicable.
- b. The Canoe Club agrees to pay any additional fees and costs as may be charged by the City.

4. SCHEDULING

The City agrees to provide non-exclusive use of Armstrong Park for all Canoe Club sanctioned events, camps and other Canoe Club events (collectively "Canoe Club Events") provided that Canoe Club Events be booked and approved with the City's Manager of Sports and Events or his/her designate as follows:

- a. One representative of the Canoe Club will be designated as the contact with the City's Manager of Sports and Events or his/her designate.
- b. Proposed schedules for Canoe Club Events will be submitted to the City for consideration by the City by January 1 annually during the Term. The City and Canoe Club will work together in order to provide for an optimum schedule for Canoe Club Events while balancing the needs of the City to optimize the use of Armstrong Park.
- c. Should the Canoe Club be selected or wish to host a special event (being an event that is not a Canoe Club Event), they will enter into separate negotiations with the City for the scheduling of such special event.

5. INSPECTION

The City, its servants or agents shall at all times for the purpose of inspecting the said Premises have full and free access to any and every part of the said Premises.

6. NUISANCE

- a. During the Term of this Lease the Canoe Club shall not at any time during the currency of this agreement do, cause or permit to be

done, any act or thing in or upon the said Premises which shall be a nuisance, cause damage to the Premises, adjoining City owned lands or in the vicinity of the said Premises, make void or voidable any insurance upon the Premises or constitute a breach of any by-law, statute, order or regulation of any municipal, provincial, federal or other competent authority relating to the Premises.

- b. The Canoe Club shall not use, cause or permit to be used vehicles:
 - i. over the beach area of the City's land, or
 - ii. over approaches to the beach, whether for transporting canoes or otherwise without prior approval from the Manager of Sports and Events or his/her designate.

7. ALTERATIONS AND ADDITIONS

If the Canoe Club, during the Term of this Lease desires to make any alterations or additions to the Premises the Canoe Club shall, at its own expense and prior to undertaking any alterations or additions:

- a. Submit to the City a plan showing the proposed alteration or addition and the Canoe Club shall not proceed to make any alteration or addition unless the City has approved the plan in writing, and the City may unreasonably and arbitrarily withhold its approval, The cost of any work done to the Canoe Club building will be at the cost of the Canoe Club
- b. Any approved alterations or additions to the Premises must be in Compliance with City practices, policies and Health & Safety requirements, and any federal, provincial and municipal laws, codes and directives. Custom or permanent fixtures once installed will become the property of the City, without compensation to the Canoe Club therefor, unless otherwise agreed.
- c. Any unauthorized work may result in rehabilitation charges to the Canoe Club to remediate the Premises.
- d. The Canoe Club agrees, at their own expense and by whatever means may be necessary, immediately to obtain the release or discharge of any encumbrance that may be registered against the City or City owned lands in connection with any additions or alterations to the Premises made by the Canoe Club or in connection with any other activity of the Canoe Club.

8. MAINTENANCE PROVISION

The Canoe Club shall be responsible at its own cost for the upkeep and cleaning of the Premises, dock and Canoe Club building and shall leave the Premises in good condition as a prudent owner would.

9. DAMAGE TO PREMISES

If during the Term, the Premises, or any part thereof is damaged or destroyed by any cause whatsoever so as to render the same unfit for the purposes of the Canoe Club, then this Lease shall terminate forthwith and without penalty.

10. ADVERTISING

The Canoe Club will not erect any signs, buildings or other non-landscaping structure on the Premises without written consent from the Manager of Sports and Events or his/her designate.

11. INSURANCE

- a. The Canoe Club shall, during and throughout the entire Term, at its sole cost and expense, take out and keep in full force and effect the following insurance with the City added as an additional insured as its interest may appear:
 - i. Comprehensive general liability on an occurrence basis with respect to any use and occupancy of or things in the Premises, and with respect to the use and occupancy of any other part of the Premises by the Canoe Club or any of its servants, agents, employees, invitees, licensees, subtenants, contractors or persons for whom the Canoe Club is in law responsible, with coverage for any occurrence of not less than five million dollars (\$5,000,00.00) or such higher amount as the City may reasonably require; and
 - ii. Any other form of insurance as the City acting reasonably, requires from time to time in the form, amount and for insurance risks against which a prudent tenant would insure.

- b. Each of the Canoe Club's insurance policies shall contain:
 - i. a waiver by the insurer of any rights of subrogation to which such insurer might otherwise be entitled against the City or any person for whom the City is in law responsible;
 - ii. an undertaking by the insurer that no material change adverse to the City or the Canoe Club will be made and the policy will not lapse or be terminated, except after not less than thirty (30) days' written notice to the City; and
 - iii. a severability of interests clause, a cross-liability clause and a stated amount for a co-insurance endorsement.
- c. The Canoe Club shall provide the City with a certificate of insurance indicating compliance with paragraph 11. The Canoe Club shall ensure that the City shall at all times be in possession of certificates of the Canoe Club's insurance policies executed by the underwriting insurance company which are in good standing and in compliance with the Canoe Club's obligations hereunder. The Canoe Club shall provide the City with certificates of insurance annually during the term of this agreement.

12. CLAIMS AND DAMAGES

The City shall not be liable or responsible in any way for any injury to or death of any person or for any loss or damages to any property, at any time on or about the Premises, no matter how the same shall be caused unless resulting from or contributed to by the willful or grossly negligent act or omission of the City, its servants, agents or employees and the City shall in no event be liable for any indirect or consequential damages suffered by the Canoe Club.

13. INDEMNIFICATION

- a. The Canoe Club shall, both during and following the Term of this agreement, save harmless and fully indemnify the City and its Mayor, Councillors, directors, officers, agents, employees, contractors and appointees ("City Personnel"), from and against all costs, actions, suits, claims and demands whatsoever which may be brought against or upon the City and/or any City Personnel, against any loss, costs, damages or expenses which the City and/or City Personnel may sustain, suffer, incur or be liable for, resulting from, arising from or in any incidental to the City as a result of this agreement or any actions or omissions whether willful or negligent,

on the part of the Canoe Club or any director, officer, agent, employee, contractor, invitee or anyone for whom the Canoe Club is in law responsible ("Canoe Club Personnel") while they are engaged in this agreement. Without limiting the generality of the foregoing, the Canoe Club shall indemnify and save harmless the City and City Personnel against all actions, suits, claims, damage, costs and liabilities arising out of or as a result of:

- i. any breach, violation, or non-performance of the terms, covenants and obligations on the part of the Canoe Club or Canoe Club Personnel as set out in this agreement.
 - ii. any property damages, either real or personal and either owned by the City, or others, howsoever occasioned by the Canoe Club or Canoe Club Personnel.
 - iii. any personal or bodily injury to any person or persons, including death resulting at any time therefrom, howsoever occasioned by the Canoe Club or Canoe Club Personnel.
- b. The Canoe Club will also reimburse the City for any costs associated to false alarm charges caused by any Canoe Club Personnel.

14. TERMINATION

- a. The Canoe Club shall for the Term be the operator of the North Bay Canoe Club, failing which this agreement shall be terminated forthwith and without penalty, additional cause or notice.
- b. Any party to this agreement may terminate the agreement with sixty (60) days written notice to the other party.

15. DISPUTE RESOLUTION

- c. In the event of any discrepancy over the terms of or administration of this agreement, the party shall give ten (10) days' notice to the other party. Upon the City giving or receiving such notice, the Manager of Sports and Events or his or her designate shall convene a meeting with the official representative of each of the parties to attempt, in good faith and with due diligence, to resolve the matter.
- d. If the matter is not resolved within twenty-one (21) days of the giving of the original notice, the matter shall be referred to the City's Managing Director of Community Services and the

Commodore of the Canoe Club who shall then meet in an attempt to resolve the matter in good faith and with due diligence.

- e. If the matter is not resolved within ten (10) days of the meeting of the City's Managing Director of Community Services and the Commodore of the Canoe Club as provided for in paragraph (b) above, any party may refer the matter to arbitration under the Ontario Arbitrations Act but if it is not referred within such ten (10) days, the complaint shall be deemed to have been withdrawn.

16. REPRESENTATIVES AND NOTICES

- f. Where in this agreement any notice is required to be given or made by either party, it shall be in writing and is effective if delivered in person, sent by ordinary or registered mail, addressed to the other party for whom it is intended at the following addresses, and any notice shall be deemed to have been given:
 - i. if delivered personally, on the date of such delivery;
 - ii. if by ordinary mail, on the second Business Day following the date of mailing;
 - iii. if by registered mail, on the day the postal receipt is acknowledged by the other party;
- g. Any notices intended for the City shall be delivered and addressed to the following City Representative with a copy to the City Clerk:

The Corporation of the City of North Bay
200 McIntyre Street East
PO Box 360
North Bay, Ontario P1B 8H8
Telephone: 705-474-0626 ext. 2662

Attention: Melinda Fry, Manager of Sports and Events

The Corporation of the City of North Bay
200 McIntyre Street East
PO Box 360
North Bay, Ontario P1B 8H8
Telephone: 705-474-0626 ext. 2508

Attention: Karen McIsaac, City Clerk

- h. Any notices intended for Canoe Club shall be delivered and addressed to the following Canoe Club Representative:

North Bay Canoe Club
60 Lakeside Drive,
PO Box 685
North Bay, On
P1B 8J5

Telephone: (705) 476-2030
Attention: Edward Hong, Commodore

17. REGISTRATION

The Canoe Club shall not at any time register notice of or a copy of this Agreement on title to the property of which the premises forms part of without the written consent of the City.

18. RULES AND REGULATIONS

The Canoe Club and Canoe Club Personnel shall comply with all laws, statues, regulations, by-laws, rules, declarations, ordinances, direction, directives, orders, requirements of all federal, provincial, municipal, local and other governmental and quasi-governmental authorities, departments, commissions and boards having jurisdiction. Without limiting any of the foregoing, the Canoe Club shall comply with the City of North Bay Code of Conduct attached hereto as schedule "A".

19. ASSIGNMENT

The Canoe Club shall not assign this agreement.

20. GOVERNING LAW

This agreement shall be construed and enforced in accordance with the laws of the Province of Ontario, the City and Canada as applicable.

21. SEVERABILITY

If any of the provisions of this agreement shall be illegal or invalid, such illegality or invalidity shall not render the whole agreement illegal or invalid, but the agreement shall be construed as if it did not contain the illegal or invalid provision(s), and the rights and obligations of the Parties shall be construed and enforced accordingly.

22. SCHEDULES

- i. The following are the schedules which are attached to and form an integral part of this agreement:

Schedule "A": City of North Bay Code of Conduct

Schedule "B": Premises;

23. FEES

The Canoe Club shall pay all real property taxes attributed to the Premises when due, and the Canoe Club shall pay when due all other taxes, rates, duties, local improvements and assessments and other changes that may be levied, rated, charged or assessed against all improvements, equipment and facilities of the Canoe Club, on or in the Premises, including the building, and every tax and license fee in respect of any and every business carried on thereon or therein or in respect to the use or occupancy thereof by the Canoe Club.

24. SERVICE RESERVATIONS

This agreement is granted strictly subject to the right of the City and lessees and licensees of the City to maintain and operate services installed above, in, on, over, across or under the said Premises at the date of this agreement, and to the right of the City to grant leases or licenses, as the case may be, at any time during the currency of this agreement, covering the right and privilege or permission to install, lay, maintain and use services above, in, on, over, across or under the said Premises and the Canoe Club shall not, at any time during the currency hereof, do anything or cause or permit anything to be done which will, in any way, interfere with the rights and privilege or permissions thereby granted, provided, however, that such leases or licenses will be granted by the City subject to this agreement and provided that the lessees or licensees thereunder shall not commence to exercise the rights and privileges or permissions thereby granted unless and until the consent in writing is first obtained from the Canoe Club, and which consent shall not be unreasonably with-held.

25. AMENDMENTS

This agreement may be amended at any time and from time to time by mutual consent of all parties. **IN WITNESS WHEREOF** the parties hereto have caused these presents to be executed by the duly authorized officers in that behalf as of the day and year first above written.

North Bay Canoe Club

Edward Hong
North Bay Canoe Club, President

I have authority to bind the Corporation, Vendor, or Partnership

I have authority to bind the Corporation, Vendor, or Partnership

Signature of Witness:

Name of Witness:

* A witness signature is required only when the Vendor is not a Corporation.

THE CORPORATION OF THE CITY OF NORTH BAY

Keith Robicheau
Chief Administrative Officer

Karen McIsaac
City Clerk

Schedule "A"



Code of Conduct

The Corporation of the City of North Bay is committed to providing a working environment which is supportive of the productivity, well-being and safety of all stakeholders.

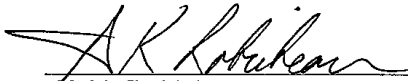
All City Staff shall:

1. Make every effort to provide prompt, effective and courteous service.
2. Apply rules in a fair, professional and positive manner.
3. Treat all stakeholders as valued partners in delivery of programs and services.

All stakeholders shall:

1. Cooperate in maintaining a positive environment.
2. Treat all individuals with respect and dignity.
3. Refrain from using threatening, abusive or harassing language and/or behavior.
4. Uphold the Human Rights Code and the Occupational Health & Safety Act.
5. Refrain from deliberate or reckless misuse or damaging of City equipment and property.

Violation of these rules may result in disciplinary action, recovery of costs, restriction of City services and/or possible prosecution.



Keith Robicheau
Chief Administration Officer

February 2017

SCHEDULE "B"



The Corporation Of The City Of North Bay Engineering And Environmental Services			
North Bay Canoe Club Building			
Drawn By	CWG	Scale	1:100
Checked By	PL	Date	December 1, 2015
Drawing No			08106