

**SOUTHGATE AND TEAM TOWN HALL
DUNDALK OLDE TOWN HALL CULTURAL SPACE
PARTNERSHIP AND USE AGREEMENT**

THIS AGREEMENT made as of the 16th day of March, 2022.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

(hereinafter referred to as the "Township")

and

TEAM TOWN HALL

(hereinafter referred to as the "TTH")

(collectively referred to as the "parties")

INTRODUCTION:

The Township and TTH ("the parties") have interest in negotiating an agreement among them for the use of the Dundalk Olde Town Hall ("the Building") owned by Wellington Capital Corporation ("Wellington"), located in the Village of Dundalk and the County of Grey. "Schedule A" forms part of this agreement and provides the Township with an annual list of the TTH Committee executive members and their responsibilities to keep the Township informed as partners.

Other agreements will be executed at the same time between the Township, JunCtian Community Initiatives ("JCI") and Wellington. The JCI agreement will be as a community partner that brings community capacity, expertise and not-for-profit status that will be complimentary to the success of the operation of the Olde Town Hall use as a cultural space. The other agreement will sell the Building to Wellington and provide a culture space lease of the theatre and some first floor area. Should the Building not be sold to Wellington, it would negate the activation of this agreement between the parties.

The purpose of this agreement is to set out in the document the terms, conditions and financial commitments of each of the parties to establish the responsibilities of TTH and the Township to Wellington Capital Corporation and to ensure the sustainability of the cultural use of the Building spaces will continue to be operated and maintained for the period of the 20 year agreement.

THIS DOCUMENT WITNESSES that in consideration of the mutual covenants and agreements contained in it, and subject to the terms and conditions contained in it, the parties agree as follows:

This agreement includes the following information:

1. The parameters for use of the Building by TTH and their commitments they have made for the 20 year period of this agreement to manage and work with the users and community group events and users that are described in "Schedule B", that forms part of this entire agreement;
2. The Building use commitments by TTH to work with the community and their partners that have been documented in "Schedule C", and forms part of this entire agreement;
3. Defining of the required Building capital investments that TTH is responsible for with community fundraising to support the cultural space upgrades. Examples of these projects to be managed by the Dundalk Olde Town Hall Cultural Board of Management Committee over the 20 years of this agreement are defined in "Schedule D", and forms part of this agreement;
4. Dundalk Olde Town Hall Cultural Board of Management Committee will manage the Building cultural space area and responsibility for planning and financing building upgrade work in the cultural spaces of the Building over the 20 years of this agreement as defined in "Schedule E", and forms part of this entire agreement;
5. Provides TTH with membership on the Dundalk Olde Town Hall Cultural Board of Management Committee to be established by Southgate Council for cultural uses through a Terms of Reference document.
6. Defines and describes the Building floor plans ("Schedule F") of the Dundalk Olde Town Hall cultural use spaces as being:
 - i. The Theatre space on the second floor;
 - ii. The dedicated cultural space on the west side on the first floor of the Building;
 - iii. Defining the shared use space on the first floor in the back of the building, being the washrooms and kitchen space areas only; and
 - iv. Defining the basement floor shared space use and access.

THE AGREEMENT ENACTS AS FOLLOWS:

The Corporation of the Township of Southgate is hereby authorizing to enter into a Joint Partnership Agreement with Team Town Hall, recognized as a Community Group, being an organization that is committing to organize cultural events and uses in the Dundalk Olde Town Hall as a public facility cultural space in the Village of Dundalk.

The Parties support sharing of publicly funded facilities to maximize benefit to the community. The Parties are agreeable to the use of this respective public facility in accordance with the provisions of this Agreement. The Parties are agreeable to the implementation of a benefits-based approach to the allocation of facility space, reflecting the community's needs, personal and social connectedness, economic vitality, and environmental consciousness. The Parties agree that success of this Agreement is dependent on continued commitment to the purpose, vision and goals

located herein. The Parties wish to reaffirm their commitment to the principles of the shared use of the Building cultural spaces in partnership with the Building Owner. In such regard, and in recognition of the importance of collaboration, the Parties agree to act openly, fairly, and as far as each may legally do so, to execute and deliver to each other such documentation and do such acts as may be required to reasonably carry out the principles of this Agreement. The Parties agree that the foregoing Preamble shall form part of this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS:

"Booking Office" means the Township of Southgate Municipal Office.

"Designated Representative" is the contact person for facility use.

"Facility Owner" or "Building Owner" means Wellington Capital Corporation or the assigned company name on the sale closing date who owns the building.

"Facility Staff" means the employees, volunteers and contractors of the Parties, providing services and maintaining facilities in this Building.

"Facility User" means all users groups that benefit from and book services through this Agreement.

"Parties" means the entities signing this Agreement collectively and Party shall mean one (1) of the signatories.

"Partners" means any entity that partakes in or benefits from the Agreement.

"Rental Agreement" means the formal booking agreement, provided by the Municipal Office to the designated representative, created and signed off for each Facility user event, outlining the rental terms and conditions, for bookings as per this Agreement.

"User Group" is any community group or governing body that books the use of cultural facility in this agreement.

2. TERMS OF THE AGREEMENT

2.1. This Agreement shall endure from January 1, 2023 through December 31, 2042.

2.2. The Agreement may be extended, cancelled, or revised at any time upon Township consent.

2.3. The Agreement shall be extended for up to five calendar years from the expiration date specified above if a new agreement has not been put in place.

3. PARTNER CONTACTS

3.1. The contact for Township of Southgate is the CAO or Clerk related to this agreement and administration, and the Facilities Manager related to operational and building issues.

3.2. The contact for the Team Town Hall Committee is the current Chair and/or the Secretary of the TTH Committee.

3.3. The contact for JunCtian Community Initiatives (JCI) is the President of the organization or the successors or assigns in the future.

3.4 The contact for the owner of the building is Wellington Capital Corporation or the assigned company name on the sale closing date or its successors or assigns in the future.

4. PURPOSE

4.1. To provide a framework by which this Building as a cultural facility within the Township can be utilized by the community to the maximum extent practicable using a benefits-based approach for space allocations and use.

4.2. The Agreement covers facility uses of the building cultural spaces.

5. VISION

5.1. This Building as a public facility cultural space is to be highly utilized to demonstrate and justify valued community needs, allocated fairly, equitably and on the basis of demonstrable benefits to the community, with youth oriented activities being a focused priority.

5.2. Partners subject to this AGREEMENT shall:

- Respect each other, the facilities and the community;
- Actively work together to resolve issues;
- Cooperate and communicate to enhance the community's self-image; and
- Build healthy opportunities for individuals to connect in ways that benefit all.

5.3. Progressive partnerships are encouraged as a means of promoting community spirit and community wellness through utilization of the cultural facility.

6. GOALS & PRINCIPLES

6.1. The Parties share the common goal of providing opportunities and activities, for all ages through the promotion and provision of cultural services, essential to a healthy vibrant community.

The key principles to this approach are:

- Advancing community health and well-being through cultural and leisure opportunities;
- Ensuring diverse, equal, fair and inclusionary access to the facility; and
- Prioritizing access for children and youth.

7. PROCESS

7.1. The Building will be made available to partners and other building cultural and facility users only after all required upgrade work has been completed by the Building Owner and approved/certified by the Chief Building Official (CBO) and the Chief Fire Official (CFO), to provide the building upgrades and complete all life safety work to allow public access to the Building, as well as any other works that are required to be completed as described in this Agreement that may restrict public access.

7.2. The Building cultural space inquiries and rental booking of the Building as covered by this agreement will be booked through the Southgate Municipal Office.

7.3. The Dundalk Olde Town Hall Cultural Board of Management Committee will work with facility partners and users to evaluate the appropriate uses of the facility for organizing, planning and/or recruiting future cultural events.

7.4. The Dundalk Olde Town Hall Cultural Board of Management Committee will provide specific rules for their space use, security procedures, the installation of any new equipment and any changes to the building space structure will be in consultation with the Building Owner and the Township.

7.5. TTH is responsible for assigning a Committee member to communicate and confirm the events they plan, schedule and book have been confirmed for the availability of dates as events in a consistent manner with the Southgate Municipal Office.

7.6. The Booking Office administration staff will provide a copy of each Agreement and Rental Contract to the designated community group representative. The designated representative will review all pertinent documents, providing signatures where required to secure the event date.

7.7. The Booking Office will prepare and provide a master list of confirmed public facility bookings to the Parties and the Olde Town Hall Cultural Board of Management Committee.

8. FEES

8.1. The Dundalk Olde Town Hall Cultural Board of Management Committee agree to establish a fee schedule, maintained at a level ensuring facility users have the ability to participate in and use of the Building with Southgate Council approval.

8.2. Fees will be charged to user groups, as outlined in the Southgate Fees and Charges By-law, including but not limited to, Building rental fees, cancellation or change fees, key and damage deposits, and janitorial fees and extra staffing charges as required for cost recovery.

8.3 The Dundalk Olde Town Hall Cultural Board of Management Committee has the powers to waive fees for not-for-profit events where there is no admission charged and the event deemed as a beneficial community event.

8.4. The Township will collect all revenue and deposits pertaining to the Building rental and any applicable user fees. All rental fees for the Building must be paid by users prior to the day of the event use and keys are provided to the user.

8.5. The Township will not be responsible for the Township of Southgate booked events and where the collection of fees is after the event date, where access to the Building is provided to the user by TTH.

9. MAINTENANCE AND CANCELLATIONS

9.1. Future planned maintenance schedules that pertain to facilities in this Agreement will be the responsibility of Dundalk Olde Town Hall Cultural Board of Management Committee and making aware the Booking Office staff of Building down days that should be set aside as maintenance days.

9.2. Dundalk Olde Town Hall Cultural Board of Management Committee and the Building Owner will establish maintenance standards, accepted maintenance practices with the Building Owner and provide a mechanism for facility users and community partners to report maintenance issues and/or recommendations for change and/or upgrades.

9.3. Regular repair and maintenance of the Building and its operational costs are the responsibility of the Building Owner with those exclusions that are Dundalk Olde Town Hall Cultural Board of Management Committee responsibility of costs and funding sources, as defined in "Schedule E", and forms part of this entire agreement.

9.4. Building may be withdrawn temporarily for repairs or renovations providing notice at least thirty (30) days in advance or in the event of an emergency as soon as reasonably practical. The Building Owner will notify the Township of Southgate's office as soon as possible who will advise the Dundalk Olde Town Hall Cultural Board of Management Committee.

9.5. The Township of Southgate Booking Office will contact Dundalk Olde Town Hall Cultural Board of Management Committee representatives to provide verbal or email notification of any facilities withdrawn from use in relation to Section 9.4 issues.

10. LIABILITY AND INSURANCE

10.1. The Township of Southgate will hold general liability insurance covering the partner volunteer organizations, Dundalk Olde Town Hall Board of Management Committee and the Building Owner as being harmless.

10.2. The Township of Southgate shall indemnify and save harmless TTH acting reasonably and the Building Owner, its affiliates, agents, employees and clients from any and all, liabilities and claims arising out of the parties use of the space and property.

10.3. Facility users are responsible for any claim, demand, cost, damage, action, suit or proceeding that is, in any manner, based upon, or arising from, or attributable to, its negligence or willful misconduct in relation to the performance of this Agreement or the carrying out of this Agreement by the facility user.

10.4. The Dundalk Olde Town Hall Cultural Board of Management Committee is responsible for the repair of or the allocation of responsibility for damage caused by a facility user of the cultural spaces and make the Township of Southgate and the Building Owner aware of such damages. This does not preclude the Building Owner from securing reimbursement from the facility user, through their liability insurance or damage deposit.

10.5. The Southgate Booking Office will notify the facility user if the Building Owner revokes a user's privileges for failure to adhere to the code of conduct or for infractions listed in this Agreement.

11. CODE OF CONDUCT

Facility Users and Facility staff will conduct themselves with:

11.1. Mutual respect of each other's goals and needs, recognizing that the facilities are made available for the benefit of all.

11.2. Respect between facility users and facility staff;

11.3. An understanding that facility users are held accountable for the care of the facilities during their use. Facility users will:

11.3.1. Follow the procedures and rules outlined in this Agreement and it's attached Schedules.

11.3.2. Review all pertinent documents and the designated representative will provide signatures and/or initials where required.

11.3.3. Report all maintenance issues through the Southgate Booking Office to submit to Building Owner.

12. CHANGES TO THE AGREEMENT AND SEVERABILITY

12.1. All Schedules can be amended as required by the mutual consent of the Parties and must be agreed to in writing by TTH and the Township.

12.2. No provision of this Agreement shall be deemed to have been changed unless made in writing and signed by each of the parties.

12.3. If any provision of this Agreement is unenforceable or invalid for any reason such unenforceability or invalidity shall not affect the remaining provisions and such provisions shall be severable from the Agreement.

13. AGREEMENT REPORTING AND TRANSPARENCY

13.1. Dundalk Olde Town Hall Cultural Board of Management Committee shall provide an annual report on the Olde Town Hall Cultural operations and use as a presentation to Council within the first 90 days after and based on the end of each calendar year of operating reporting on event uses, attendance, financial revenues and expenses results, fundraising received, capital projects completed and their 5 years capital projections plan going forward.

14. FAILURE TO MAINTAIN CONDITIONS OF THIS AGREEMENT

14.1. The Township in consultation with the Dundalk Olde Town Hall Cultural Board of Management Committee both acting reasonably may with 90 days written notice to TTH amend or cancel this agreement based on not acting in the best interest of the community related to the fulfilling the terms, conditions, goals and vision of this agreement.

14.2. The Township to protect our annual financial commitment to the Building Owner may consider other Olde Town Hall Community partners to deliver cultural services.

14.3. If the Township finds it in the best interest of the Township and the Community to terminate this agreement with TTH, the TTH Committee agrees by executing this agreement they shall be required to turn over to the Township, all of TTH's financial records and all fundraising dollars collected in their possession to Township's Treasurer for creation of a Olde Town Hall Cultural Reserve Fund.

Note: The remainder of this page is intentionally left blank.

IN WITNESS WHERE OF the Parties hereto authorizes this agreement at the Township of Southgate, Grey County, in the Province of Ontario, on the day and year written below and have affixed their hands and seal as attested by their signing officers.

Dated this _____ day of _____, 2022.

TEAM TOWN HALL

Name:
Title: Team Town Hall Chair

Name:
Title: Team Town Hall Secretary

We have the authority to bind
the Team Town Hall Committee
as a Not for Profit entity.

**THE CORPORATION OF THE
TOWNSHIP OF SOUTHGATE**

John Woodbury, Mayor

Lindsey Green, Clerk

We have the authority to bring
the Corporation.

Schedule A

Team Town Hall Executive Membership

Chair: _____ Phone #: _____

Vice-Chair: _____ Phone #: _____

Secretary: _____ Phone #: _____

Treasurer: _____ Phone #: _____

Director: _____ Phone #: _____

Committee responsibility: _____

Director: _____ Phone #: _____

Committee responsibility: _____

Director: _____ Phone #: _____

Committee responsibility: _____

Director: _____ Phone #: _____

Committee responsibility: _____

Director: _____ Phone #: _____

Committee responsibility: _____

Director: _____ Phone #: _____

Committee responsibility: _____

Director: _____ Phone #: _____

Committee responsibility: _____

Note: This document should be reviewed and updated annually, then provided to the Dundalk Olde Town Hall Cultural Board of Management Committee for their use and purposes.

Schedule B

**Team Town Hall (TTH) Committee Organized & Lead Events –
Monthly Use Plan of the Dundalk Olde Town Hall**

1. Public Use Events TTH plan to hold in the Theatre Space each month:

Description of Event or Rental

- _____
- _____
- _____
- _____

2. Public Use Events TTH plan to hold in the Meeting Room Space each month:

Description of Event or Rental

- _____
- _____
- _____
- _____

3. Special Public Use Events TTH plan to hold in the Theatre Space seasonally through the year:

Description of Event or Rental

Month

- | | |
|---------|-------|
| • _____ | _____ |
| • _____ | _____ |
| • _____ | _____ |
| • _____ | _____ |

Note:

1. Document to be reviewed and provided annually to the Dundalk Olde Town Hall Cultural Board of Management Committee for planning purposes.
2. See attached sample 12 month calendar of planned events.

Schedule C

Committed Community Partners Identified as Annual Users

1. Dundalk Little Theatre Group
2. Dundalk Lions Club
3. Dundalk Agricultural Society
4. Dundalk & District Historical Society
5. Dundalk Young at Heart Senior Group
6. Generation Connection
7. JunCtian Community Initiatives
8. LP Productions
9. South Grey Museum
10. Youth Action Committee

Other Infrequent Users:

User	Type of Use	Events per Year
• _____	_____	_____
• _____	_____	_____
• _____	_____	_____
• _____	_____	_____
• _____	_____	_____
• _____	_____	_____
• _____	_____	_____
• _____	_____	_____
• _____	_____	_____
• _____	_____	_____
• _____	_____	_____

Note: Attach use commitment letters (not reference letters) for each community group partners listed above that reflects the number of public use events they plan they plan to hold in the Olde Town Hall Theatre and/or meeting room spaces on a monthly or annual basis.

Schedule D

**Dundalk Olde Town Hall Cultural Board of Management Committee and
Sample of Building Capital Projects**

Fundraising Responsibilities

Project Description	Project Budget	Project Year
1. Elevator Lift for Accessibility		
2. Non-Structural Upgrades to the Theatre Balcony if required		
3. Second floor washroom		
4. Creation of change rooms		
5. Air conditioning		
6. Other Theatre Space upgrades that are not required by the Building Code or Life Safety requirements.		

Schedule E

Dundalk Olde Town Hall Cultural Board of Management Committee – Building Maintenance, General Operating & Utility Cost Responsibility

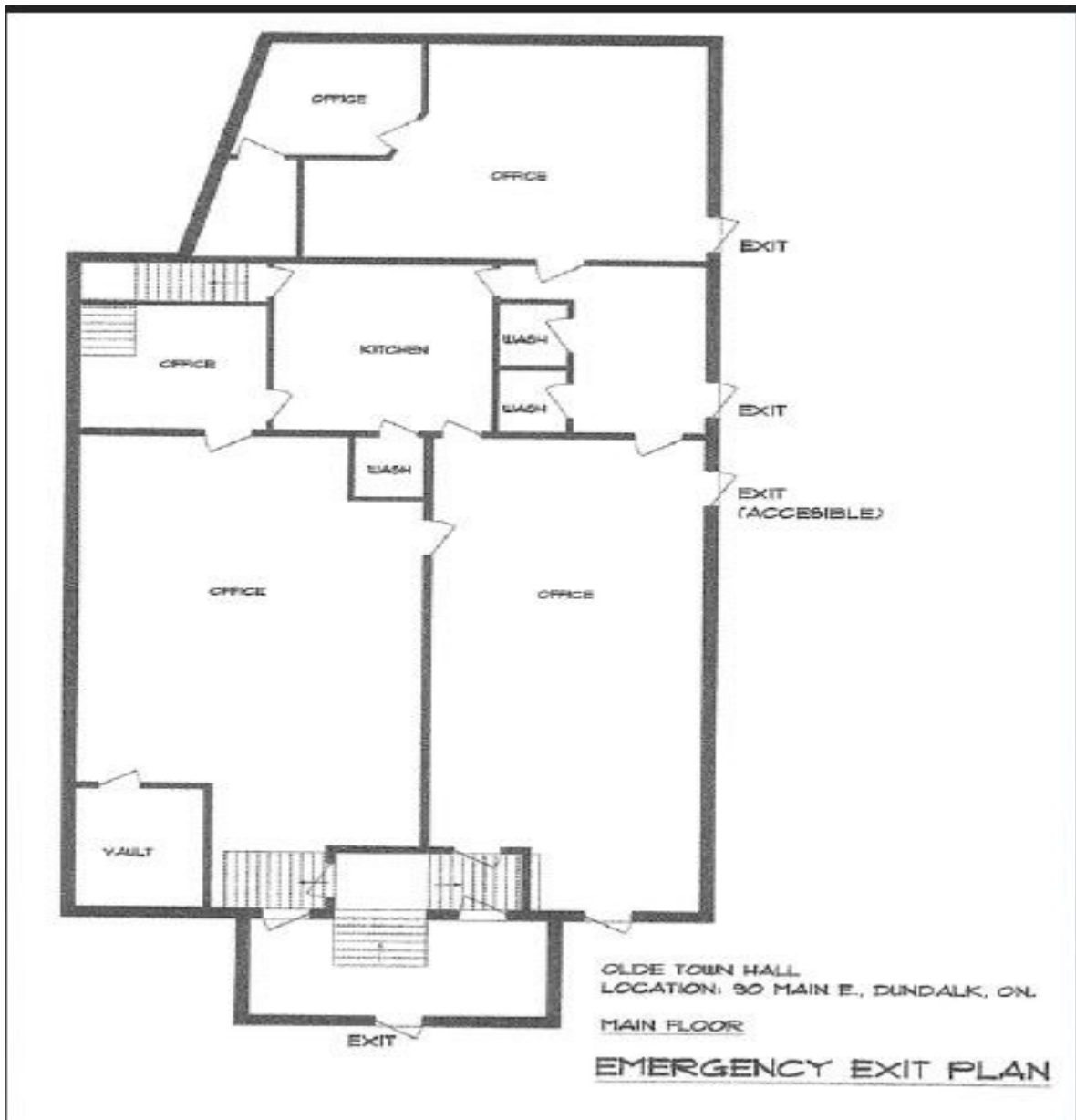
1. All Theatre space costs related to stage lighting and sound systems;
2. All Theatre stage curtains replacement and cleaning;
3. All electrical upgrades and maintenance repairs in the second floor theatre space with prior approval/notification of the work requirement to the building owner.
4. The Building owner's allocation of the proportionate share of the utility costs for the building's electricity, natural gas and water billings based on Building area and to be invoiced to the Township of Southgate's Dundalk Olde Town Hall Cultural Board of Management Committee on a monthly basis at their expense.
5. The Building owner's allocation of the proportionate share of the taxes, consumable use supplies in the common spaces and general maintenance costs based on Building area of the dedicated building cultural spaces with the exclusion of the kitchenette and washroom common spaces and to be invoiced to the Township of Southgate's Dundalk Olde Town Hall Cultural Board of Management Committee on a monthly basis as their expense.
6. TTH agrees to be responsible for the maintenance costs of their equipment furnishings they and their community partners own in the dedicated building cultural spaces.
7. Dundalk Olde Town Hall Cultural Board of Management Committee agrees to be responsible for the cleaning of their dedicated cultural spaces they occupy for their use.
8. Dundalk Olde Town Hall Cultural Board of Management Committee agrees to be responsible for cleaning the common kitchenette, washrooms and any other shared spaces after a public cultural event so that all shared spaces are left as they are found to be ready for the Building owner's business use the next day.
9. It is recognized that the Building Owner will be responsible for the general weekly cleaning of the common area washrooms and kitchenette area used by the parties during the term of this agreement.
10. The Building Owner agrees to complete snow maintenance around the perimeter of their building entrance to the sidewalk once per day for their purposes.

11. Dundalk Olde Town Hall Cultural Board of Management Committee agrees it is their responsibility complete safety inspections, snow maintenance and sidewalk salting around the perimeter of their building entrance(s) out to and including the public sidewalk during cultural evening events for their purposes to ensure a safe entrance and egress for the patrons of the cultural uses.
12. Dundalk Olde Town Hall Cultural Board of Management Committee agrees to consult with the Building Owner and the Township of Southgate prior to making minor modifications and updates within the leased space.
13. The Dundalk Olde Town Hall Cultural Board of Management Committee and/or the Township of Southgate will work with the Building's owner to erect on the outside of the building, permanent signage for naming rights of the cultural space, temporary advertising and seasonal decorations on the building in the lobby window for community and cultural events, subject to the prior approval of the location with the building owner and at the Committee's expense.

Schedule F

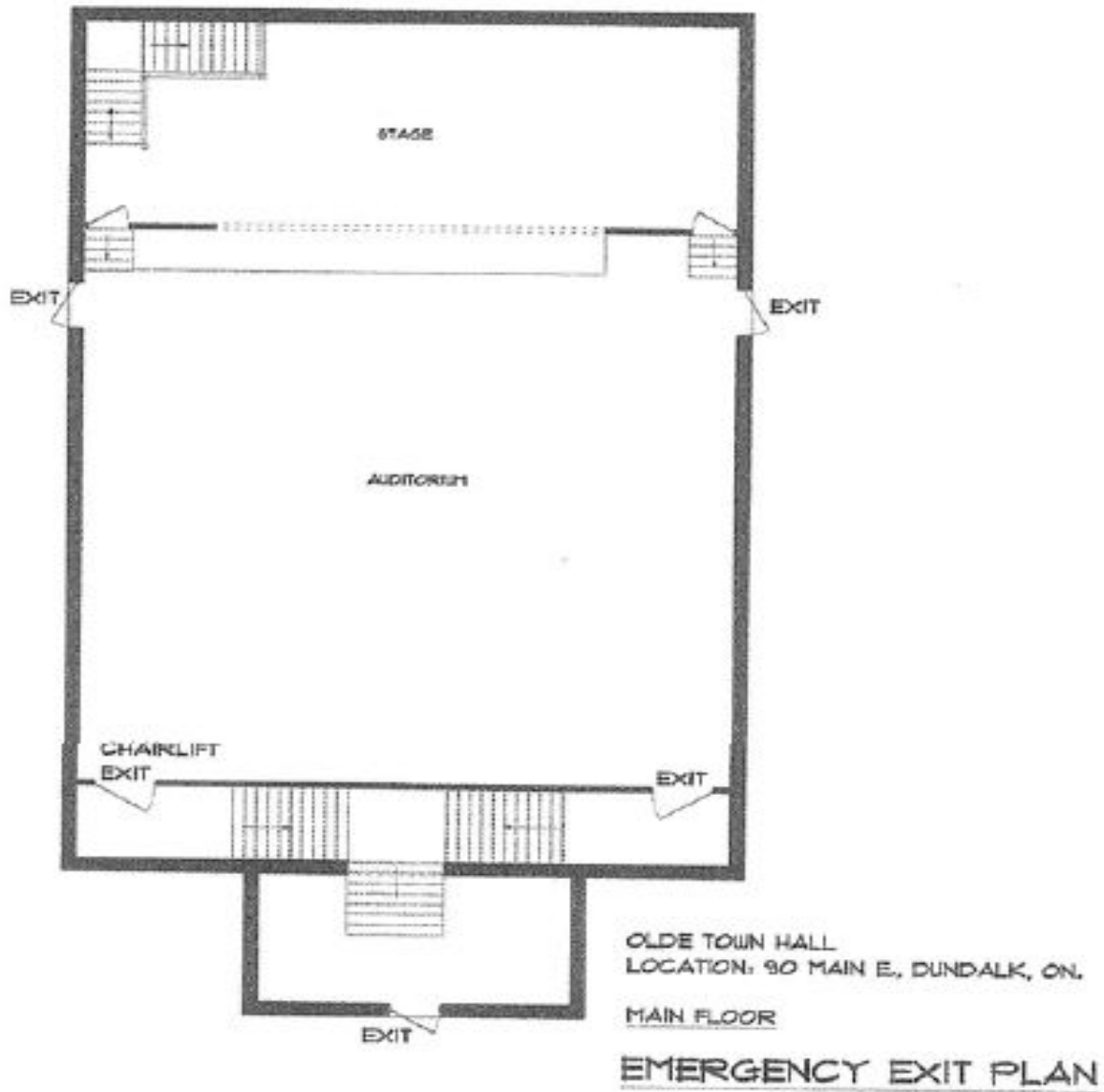
Dundalk Olde Town Hall Building Floor Layouts

First Floor Layout of the Dedicated and Shared Cultural Space Use



Schedule F con't.

Dundalk Olde Town Hall Building Floor Layouts
Second Floor Layout of the Dedicated and Shared Space Use



Schedule F con't.

Dundalk Olde Town Hall Building Floor Layouts

Basement Floor Layout of the Dedicated and Shared Cultural Space Use

