FACILITY USE AGREEMENT

THIS AGREEMENT DATED this 20th day of June, 2018

BETWEEN:

Rosalyn Outdoor Centre Inc.
(hereinafter referred to as the “Facility”)

- and -

The Corporation of the Township of Southgate
(hereinafter referred to as the “Township”)

(collectively referred to as the “parties”)

WHEREAS the Rosalyn Outdoor Centre has been a functioning operation in the Township of Southgate with an interest in renting their Facility for community use to residents in the Cedarville area;

AND WHEREAS the Township as a result of community interest by the residents in the Cedarville area has an interest in providing access to a local community facility for public gatherings and family events;

AND WHEREAS the Rosalyn Outdoor Centre has been recommended by the representatives of the Cedarville Community Committee;

AND WHEREAS each of the signatories to this agreement offer to assist and support the establishment of the Rosalyn Outdoor Centre, Main Dining Hall & Kitchen as a community facility for 5 to 10 rental uses annually;

NOW THEREFORE, in consideration of the mutual covenants and agreements, and subject to the conditions and limitations, set forth herein, and for the mutual reliance of the parties hereto, the parties hereby agree to establish this Facility Use Agreement to provide access to the Rosalyn Outdoor Centre with the following characteristics and on the following terms:

1. Services Provided:

1.1 The Rosalyn Outdoor Centre shall offer community access to their facility based on the following conditions;

   a) Availability of the Facility known as the “Main Dining Hall & Kitchen”;  
   b) Notice of all bookings of the Facility should be 30 days in advance of the event.
c) Short notice bookings may be available with the approval of the Rosalyn Outdoor Centre;

d) Provide access to the Facility when available during the day (9:00 am to 6:00 pm),
evenings (6:00 pm to 11:00 pm) including weekends;

e) No alcoholic beverages can be consumed on the property for insurance reasons;

f) If the renters of facility request the use of the pond on the property, the users must
wear life jackets; and

g) No access will be provided to the properties other buildings, such as sleeping
quarters, maintenance building or the property residence.

2. Costs

2.1 The cost of renting the Facility shall be borne by the Township in accordance with the
terms of this Agreement. The Township agrees to pay the rental cost of the Facility in the
amount of One Hundred Dollars ($100) plus HST per event use, payable in advance of the
event booking or not later than 30 days following for short notice bookings. Further it is
understood that the Township will charging a fee to community groups and members to
rent the Facility from the Township, based on our standard rental charges as set out in the
Municipalities Fees and Charges By-law.

2.2 The Township will not be responsible for further costs with regard to maintenance or
operating costs of the Facility.

2.3 The Township shall work with the Rosalyn Outdoor Centre should any damage occur to
the Facility as a result of any community event rental, to remedy, resolve or fix such
damages to the building.

3. Usage and Bookings

3.1 The Township recognizes the Rosalyn Outdoor Centre operates their camp programs and
operations primarily between June 20 and August 31 of each calendar year and can only
provide limited use of the Facility during this period. Some access to the Facility would be
possible during weekend breaks between camps and something the Township and the
Cedarville Community Committee agree to work with and accept.

3.2 The Cedarville Community Committee will to the best of their ability in January of each
calendar year provide to the Township of Southgate and the Rosalyn Outdoor Centre with
a list of events and requested dates. The Township staff will work with the Rosalyn Outdoor
Centre to confirm these dates.

3.3 All booking of the Facility will be completed through Township staff working with the
Community members to book and confirm the requested dates with the Rosalyn Outdoor
Centre.
3.4 The Township will be responsible for charging and collection of its set rental fees in advance of the community event rental date.

3.5 The Township agrees to include with each rental agreement booking date the Rosalyn Outdoor Centre Usage Policy included in this agreement as Schedule “A”.

4. **Insurance.**

4.1 The Township will maintain comprehensive insurance in and will indemnify and save harmless the Rosalyn Outdoor Centre in relation to the use of their Facility and property.

4.2 The Rosalyn Outdoor Centre will maintain comprehensive insurance and will indemnify and save harmless the Township of Southgate who is acting as a service delivery organization only.

5. **Extensions and/or Renewals of Agreement:**

5.1 Agreement is for a five (5) year term, starting January 1, 2018.

5.2 This Agreement may be extended and/or renewed provided such extensions or renewals are agreed to in writing by the parties.

5.3 Should it be deemed that the covenants of this agreement are not being adhered to, or that the partnership is no longer fulfilling its identified goals, or other operational or business reasons this agreement may be dissolved by any of the parties to this Agreement upon six (6) months written notice and the Lease shall then be terminated contemporaneously at the end of the said notice period.

6. **General Terms**

6.1 *Independent Contractors.* The parties agree that each of them is contributing to the relationship as an independent contractor. Nothing contained in this Agreement shall be regarded or construed as creating any other relationship (whether by way of employer/employee, agency, association, or partnership) between the parties. No party has the authority to contractually bind the other party (whether as partner, agent or otherwise) or deal with any property belonging to the other party except as set out in this Agreement. No party shall be vicariously liable for the torts committed by the other.

6.2 *Governing Law.* This Agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract.

6.3 *Assignment.* No party may assign this Agreement, or any interest in the Venture contemplated herein, without the other party’s written consent, which consent may not be withheld unreasonably.
6.4 *Enurement.* This Agreement shall enure to the benefit of the parties' heirs, successors, estate trustees and permitted assigns.

6.5 *Notices.* Notices hereunder shall be in writing and will be sufficiently given if delivered personally or by registered mail to following addresses:

To the Township:
- **Name:** Township of Southgate
- **Address:** 185641 Grey Road #9 – RR#1
  Dundalk, Ontario N0C 1B0
- **Contact Person:** Dave Milliner
- **Phone #:** 519-923-2110
- **Email:** dmilliner@southgate.ca

To the CHC:
- **Name:** Rosalyn Outdoor Centre Inc.
- **Address:** 105261 Southgate Road #10 – RR #3
  Conn, Ontario N0G1N0
- **Contact Person:** Howard or Julie Dalal
- **Phone #:** 416-720-7830
- **Email:** julielynnedalal@gmail.com

Notice may also be delivered by facsimile, electronic mail or other electronic transmission if the sending party has written evidence that the notice was in fact delivered. Such evidence may include (without restricting the generality of the foregoing) a fax confirmation, an automated e-mail delivery receipt confirmation or a message sent by the receiving party confirming receipt of the notice.
IN WITNESS WHEREOF the parties identified herein, have affixed their corporate seals attested by the hands of their duly authorized officers in that behalf.

ROSALYN OUTDOOR CENTRE

Date:_________________________ Per: ________________________________
Howard Dalal,
Owner
I have authority to bind the Corporation.

TOWNSHIP OF SOUTHGATE

Date:_________________________ Per: ________________________________
Anna-Marie Fosbrooke,
Mayor,
I have authority to bind the Corporation.

Date:_________________________ Per: ________________________________
Joanne Hyde,
Clerk,
I have authority to bind the Corporation.
Schedule “A”

Rosalyn Outdoor Centre
Rental Usage Policy & Agreement

The Rosalyn Outdoor Centre Inc. is a not-for-profit entity that is making their facility available to Cedarville community for meetings and events whenever available.

Facility Guidelines and Requirements:
1. The Facility building being rented on the property will provide access only to the “Main Dining Hall & Kitchen”.
2. For the purpose of this policy, any reference to Facility includes references to any property of the Rosalyn Outdoor Centre, including furniture and equipment.
3. No access will be provided to the properties other buildings, such as sleeping quarters, maintenance building or the property residence.
4. Every group of organization renting the Rosalyn Outdoor Centre from the Township of Southgate is required to abide by the guidelines, requirements and other restrictions regarding use of the Facility.
5. Users of the Facility agree to use the utmost care in the use of the building(s) and property and will leave the facilities in a good and clean condition following the event rental.
6. Facility rentals for children and youth community events shall have sufficient adult supervision to maintain a safe environment for all usage of the property and buildings.
7. All requests for usage of the Facility is subject to approval by the Rosalyn Outdoor Centre staff.
8. The Rosalyn Outdoor Centre reserves the right to schedule other activities and events in other parts of the property.
9. In the event that damage occurs as a result your rental use of the Facility, you will accept costs of the repair or damages caused. Users are urged to inspect the Facility prior to the start of your event and report any concerns or damage you observe in advance. All observations or damages should be reported to the Rosalyn Outdoor Centre staff and the Township of Southgate as soon as possible and practical.
10. The transfer and passing of a rental booking(s) to other persons or organizations is strictly prohibited.
11. No alcoholic beverages or illegal drugs shall be consumed on the property for insurance reasons.
12. If the renters of the Facility request the use of the pond on the property, the users must wear life jackets at all times when in the water.

Confirmed Event Date: _____________________  User Rental Fee: $25.00

Users Name: _____________________________  Contact Phone #:__________________

Agreement Approval:_________________________  Dated:____________________