

DRAFT AGREEMENT

B E T W E E N:

THE CORPORATION OF THE TOWNSHIP OF LAKE OF BAYS

hereinafter called the “Township”

- and -

hereinafter called the “Contractor”

WHEREAS:

- (a) The Township is the owner, or has jurisdiction over, a dock or wharf situated at the location set out in Schedule “A” to this Agreement;
- (b) The Contractor wishes to use the wharf for commercial purposes and the Township has granted its permission by Council resolution;
- (c) The persons signing this Agreement on behalf of the Township have been authorized to do so by by-law, and the persons signing on behalf of the Contractor have authority to bind the Contractor;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenant set out below, the parties agree as follows:

1. For the purpose of this Agreement, the term “commercial” in describing the use of a dock or wharf means the use as part of the process of transshipping goods, wares, merchandise, construction materials, or any other materials, in the course of the operation of any business, whether that business is engaged in buying and selling, the supply of services, manufacturing, assembling, construction, warehousing, transportation, or other activities for which the person engaged in the activity expects to be compensated.
2. The Township agrees that the Contractor may engage in commercial activity at the dock or wharf described in Schedule “A” on the terms set out in this Agreement, during the term of the Agreement.

3. The term of this Agreement is until the happening of the first of the following events:

- (a) The Township has enacted a by-law regulating the use of commercial activities at a dock or wharf;
- (b) The Township has notified the Contractor in writing of termination of this Agreement by prepaid express mail forwarded to the address given by the Contractor at the end of this Agreement and thirty days has passed since the giving of such notice.
- (c) The activities of the Contractor have breached the terms of this Agreement, the Township has so advised the Contractor in writing by prepaid express mail forwarded to the said address, and seven days have passed since the forwarding of that notice.
- (d) Twelve months have elapsed since the date of signing this Agreement.
- (e) The Contractor has notified the Township in writing of termination of this Agreement by prepaid express mail or personal delivery to the address given for the Township at the end of this Agreement.

4. The Contractor shall not engage in any commercial activities on the public dock or wharf described in Schedule "A", nor on land owned by the Township immediately adjacent to such dock or wharf, nor by attachment of a boat, barge, raft or other vessel to such dock or wharf, except in accordance with the terms of this Agreement.

5. Commercial activities shall only take place between the hours of 10:00 a.m. to 4:00 p.m. on Monday through Friday in any week, and if any such day of the week is a statutory holiday, no commercial activity shall take place on that day.

6. No vessel involved in the Contractor's commercial activities shall be moored or attached to the dock or wharf, unless it is in the process of being loaded or unloaded. No such vessel shall be left unattended and no such vessel shall be moored or attached to the dock or wharf outside the permitted hours of commercial activity described above. The Contractor acknowledges the right of the general public to make use of the dock or wharf and will limit the Contractor's use of the dock or wharf only to times of active unloading and loading.

7. The Contractor will not store any goods, wares, merchandise, material, equipment or any other item on the dock or wharf, or on any municipal property adjacent to the dock or wharf. If the Township finds such items in such location, the Contractor hereby authorizes the Township to remove and dispose of those items, and the Contractor shall indemnify the Township from any and all costs it may incur in disposing of those items, payable on receipt of written demand forwarded by the Township to the Contractor by prepaid ordinary mail to the address given by the Contractor at the end of this Agreement.

8. In the event that the Contractor or anyone involved in the Contractor's commercial activities at the dock or wharf causes damage to the dock or wharf or to any adjacent municipal property, the Contractor shall immediately notify the Township of such damage and shall repair such damage at its expense. If the damage is not repaired within such time, not to exceed fourteen days, as the Township considers reasonable, the Township may repair the damage and the Contractor shall pay to the Township all of its costs in doing so, payable on the forwarding of notice in writing to the Contractor's address set out at the end of this Agreement.

9. The Contractor shall provide, with this Agreement, proof of liability and property damage insurance in an amount not less than the amount determined by the Council of the Township as appropriate in the resolution authorizing this Agreement, and the Contractor will keep such coverage in place during the entire time that this Agreement is in effect.

10. The Contractor will ensure that the access to the dock or wharf is not blocked at any time, and will yield the use of the access and of the dock or wharf to emergency services such as fire, ambulance and police services, at all times.

11. The Contractor will ensure that the public wharf or dock is not used for more than eight sessions of loading or unloading, in any one day.

12. No vessel shall be attached to the dock or wharf which has its engine running for more than five minutes during the time that it is so attached. No vessel shall be attached to the dock or wharf if its means of propulsion, when in operation, emits a sound which exceeds _____ decibels in intensity as measured at any point located more than two metres from the vessel.

13. The persons whose names are designated below are the contact persons for the Contractor and for the Township, and communications between them are communications between the parties to this Agreement.

14. This Agreement is not assignable by the Contractor.

DATED this _____ day of _____, 2003.

Contractor

I HAVE AUTHORITY TO BIND THE CONTRACTOR

Contact Person: _____

Address of Contractor: _____

) **THE CORPORATION OF THE**
) **TOWNSHIP OF LAKE OF BAYS**
)
) _____
) **Mayor**
)
)
) _____
) **Clerk**

Contact Person: _____

Address of Township:
R.R. #1
1012 Dwight Beach Road
DWIGHT, Ontario P0A 1H0

SCHEDULE "A"