

THIS LICENCE AGREEMENT made this ____ day of _____, 2019,

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF LAKE OF BAYS

(the “Municipality” or the “Licencor”)

and

THE COMPANY NAME HERE

(hereinafter the “Licencee”)

WHEREAS:

- (A) The Municipality is the registered owner of land referred to within this agreement, and is abutting Lake of Bays, within the Township of Lake of Bays, in the District Municipality of Muskoka, and may be referred to more specifically in a schedule attached as an APPENDIX to this agreement;
- (B) The Municipality is entering into an agreement to allow commercial entities that will be available to the public within Lake of Bays, operating from property owned by the Municipality;
- (C) The Licencee has represented to the Municipality that it is capable of operating from property owned by the Municipality and wishes to enter into a licencing agreement with the Municipality so that it may have access and use of certain parts of Municipal property for the purposes of conducting commercial services;

NOW THEREFORE, IN CONSIDERATION of the representation and warranties contained herein and for other good and valuable consideration the parties agree as follows:

1. Licence

1.1. The Municipality hereby grants a Licence to

to use Municipal Property at (and depicted in attached Schedules)

for a period time as listed below, (to be known as the “Term”)

for the purposes of (to be known as the “Purpose”)

To include the use of the access ramp, the water related surface area, together with the non-exclusive right to use any portion of the Parking Lot reasonably required for parking and access to Municipal Property, as listed in attached Schedules, for the Licencee and its clients.

- 1.2. The Licencee shall have the right to place signs for advertising its commercial use, subject to the Municipality's final approval as to the design, size, dimensions, materials, colours, design features, wording and location of any such sign.
- 1.3. The Licencee hereby accepts the site in the condition existing as of the date of this agreement and will not call upon the Municipality to pay for any work or supply any equipment to remove any debris therefrom or build/install any necessary ramps/stairs or specialized dock mooring hardware.

2. Licence Fee / Revenue Sharing

- 2.1. The Licencee shall pay to the Municipality a set fee (the "**Licence Fee**") of _____ for the _____ season. Such Licence Fee shall be paid to the Municipality, in arrears, prior to the commencement of use of any municipal property. The Licencee shall also pay to the Municipality any applicable HST on the Licence Fee.

3. Restrictions on Licence

- 3.1. The Licencee agrees that the Licence hereby granted is subject to the following terms which the Licencee shall cause adherence to:
 - 3.1.1. The Licencee shall only operate during the time stated within the Agreement;
 - 3.1.2. The Licencee shall only utilize the Municipal Property for the Purpose as set out in this Agreement;
 - 3.1.3. Overnight occupancy of boats moored at Municipal property will not be permitted;
 - 3.1.4. The Boats shall be removed from the Municipal property at the end of each Term, as stated within the agreement;
 - 3.1.5. No person shall discharge waste holding tanks, oil, inflammable liquids, oily bilge water or other liquids in the area of the Municipal property;
 - 3.1.6. No refuse of any kind shall be thrown overboard or otherwise put into the waters or public garbage cans in the area of the Municipal property;

- 3.1.7. In the event of a boat sinking within the Municipal property, such wreck shall be removed forthwith at the Licencee's expense;
 - 3.1.8. Noise shall be in compliance at all times with the Municipality's Noise By-law as amended, so as to not cause a nuisance to others;
 - 3.1.9. The Municipality shall have the right to inspect the Municipal property at any time without prior notice;
 - 3.1.10. The Licencee acknowledges and agrees that others, including the general public, shall have the use and right to occupy Municipal Property, and that the Municipality cannot guarantee uninterrupted use or access to the Municipal Property, or Parks within Municipal Property.
 - 3.1.11. Licencee shall not erect any buildings or structures on the lands without prior written permission from the Licencor.
- 3.2. In the event there is a default of any of these terms, the Municipality may terminate this Licence immediately. Alternatively, or in addition to such termination, the Municipality may arrange to have the default remedied, and recuperate any cost of remedying such default from the Licencee.

4. Acknowledgements, Representations and Covenants of Licencee

- 4.1. The Licencee acknowledges and agrees that the Licencor and the general public shall maintain their access rights to Municipal Property which includes any docks or parks. Furthermore, the Licencor shall have the right to request the Licencee relocate any signage or equipment in the Licencor's sole discretion, provided the Licencor is acting reasonably. The Licencee acknowledges and agrees that such a request could be motivated by concerns including, but not limited to maintenance, safety or general concerns raised by the public.
- 4.2. The Licencee will, at its expense, obtain any and all necessary approvals for the operation of its commercial use and shall be solely responsible for all cost associated with its operation, including any and all damage caused to the Licencors property and/or facilities.
- 4.3. The Licencee shall operate during the Term in a safe and proper manner in accordance with the terms of this Agreement.
- 4.4. The Licencee shall maintain the appearance of the lands and equipment thereon in a neat, clean and well-kept manner appropriate to the conditions of the land in the area.

- 4.5. The Licencee shall ensure no refuse, litter, garbage or loose or objectionable materials accumulate in or about the lands.
- 4.6. The Licencee must ensure that no trees are removed or damaged, and no grade changes are carried out.
- 4.7. The Licencee shall conduct its services and appurtenances which meet the following criteria:
 - 4.7.1. Any docks, ramps, stairways, or storage racks built must meet those standards outlined in the Accessibility for Ontarian with Disabilities Act, as well as the Building Code Act.

5. Covenants of the Municipality

- 5.1. The Municipality hereby agrees:
 - 5.1.1. to maintain the existing public parking area, so that it may be used by customers of the Licencee. The Licencee acknowledges and agrees that parking will be subject to availability, and that parking will not be available in this lot overnight;
 - 5.1.2. To ensure it takes no action to block access to Municipal Property and to take reasonable steps to ensure no other entity prevents access to the Municipal property. The Licencee acknowledges and agrees that access to the Municipal property during special events, may be restricted during the event and use of Municipal Property. At the sole discretion of the Director of Building & By-law Services (or his designate) the Licencee will remove the boat for the duration where it is deemed necessary for Council-approved events.
- 5.2. The Licencee shall have the right during the term of this agreement to advise customers that they are able to make use of adjacent Municipality-owned public parking facilities. Such parking shall be non-exclusive and subject to availability. All who use this public facility must abide by posted signage and pertinent Municipality by-laws.

6. Indemnity of the Municipality

- 6.1. The Licencee agrees to indemnify the Municipality (the Licencor) from and against any and all claims, demands, losses, costs, charges, expenses, actions and other proceedings (including those in connection with workers' compensation nor any similar or successor arrangement) made, brought against, suffered by or imposed on the Municipality or its property in respect of any failure by the Licencee to fulfil any of its obligations under

this Licence Agreement or for any reason whatsoever or in respect of any loss, damage or injury (including injury resulting in death) to any person or property (including without restricting the generality of the foregoing, employees, contractors, agents and property of the Municipality) directly or indirectly arising out of, resulting from or sustained by reason of the occupation or use of Municipal property, and adjoining lands of the Municipality.

- 6.2. The Municipality shall not be liable, directly or indirectly, for any personal injuries that may be suffered or sustained by any person who may be on the Tour Boat or adjoining lands of the Municipality or for any loss of or damage or injury to property belonging to the Licencee or any other person unless such injury, loss or damage is due to the Municipality's negligence or default or the negligence or default of those for whom the Municipality is in law responsible.
- 6.3. The Licencee shall fully indemnify the Municipality from and against all construction liens and related costs and other claims in connection with all work performed by or for the Licencee on municipal property or adjoining lands of the Municipality.

7. Licencee's Insurance

- 7.1. At the commencement of this Agreement, the Licencee agrees to provide and maintain comprehensive general liability insurance subject to limits of not less than Five Million Dollars (\$5,000,000) inclusive per occurrence with respect to its use of the Municipal property, operation and adjoining lands of the Municipality, during the full term of this Agreement and any renewals thereof, naming the Municipality as an additional insured, and to provide a certificate evidencing the same prior to the commencement of the each Term and prior to the Municipality's execution of this Licence Agreement. Such insurance shall be provided by an insurer(s) licenced to transact business in the Province of Ontario and be of satisfactory financial standing to the Municipality.

8. Termination

- 8.1. If the Licencee fails to carry out any of its obligations under this Agreement, this Agreement may be terminated by the Municipality by giving seven (7) days written notice to the Licencee. The Municipality, before exercising its right of termination, shall give written notice to the Licencee of the default, and if such default is not rectified in a reasonable manner within seven (7) days, then the Municipality shall be entitled to exercise its right of termination.
- 8.2. If the Municipality fails to carry out any of its obligations under this Agreement, this Agreement may be terminated by the Licencee by giving seven (7) days written notice to the Municipality. The Licencee, before exercising its right of termination, shall give

written notice to Municipality of the default and if such default is not rectified in a reasonable manner within seven (7) days, then the Licencee shall be entitled to exercise its right of termination.

9. Notices

- 9.1. Any notice required or permitted to be given by one party to the other pursuant to the terms of this Agreement may be served by personal delivery to an officer of the party or given by prepaid registered mail sent:

TO THE MUNICIPALITY, AT:

Corporation of the Township of Lake of Bays

Attn: Corporate Services

1012 Dwight Beach Road,

Dwight, ON, POA 1H0

TO COMPANY NAME HERE, AT:

Attn: NAME

Street Address

Municipality, Postal Code

The above address may be changed at any time by giving ten (10) days written notice to the appropriate party.

- 9.2. Any notice given by one party to the other in accordance with the provisions of this Licence shall be deemed conclusively to have been received on the date delivered if the notice is served personally or seventy-two (72) hours after mailing if the notice is mailed by prepaid registered mail within Ontario.
- 9.3. This Licence does not create any interest in land and shall not register any such interest.

10. Right to Renew

- 10.1. This Agreement shall not be automatically renewed. Any further consideration by the Municipality to continue allowing the commercial use of Municipal Property will be subject to additional agreements or Municipal policy.

11. Government Approvals

- 11.1. This Agreement is conditional upon all required approvals being obtained by the Licencee from the necessary Ministries and or licensing agencies.

12. Right to Assign or Transfer

12.1. This Agreement shall not be assigned by the Licencee without the prior written consent of the Municipality, which consent may be unreasonably withheld.

13. Miscellaneous

13.1. This Agreement shall endure to the benefit of, and be binding upon the parties and their respective successors and (where permitted) assigns.

13.2. This Agreement shall be interpreted and enforced in accordance with the laws of the jurisdiction of Ontario.

13.3. The Licencee covenants and agrees to leave the lands in substantially the same condition at the expiry of this agreement as they were at the commencement.

13.4. The Licencee covenants and agrees to comply with all Federal, Provincial, and Municipal Laws, regulations and by-laws and to hold the Licencor harmless from the consequences of its failure to do so.

13.5. Schedule A attached hereto shall form part of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

The Corporation of the Lake of Bays

Per:

Name: Mr. Terry Glover

Title: Mayor

Name: Ms. Carrie Sykes

Title: Clerk

We have the authority to bind the Corporation.

COMPANY NAME HERE

Per:

Name:

Title:

We have the authority to bind the Corporation.

APPENDIX "A"

List of Locations to be used under agreement

APPENDIX "B"

List of dates and times when agreement will be in effect