

PARKING AGREEMENT

THIS AGREEMENT made in duplicate this _____ day of July, 2017.

BETWEEN: THE CORPORATION OF THE TOWN OF ST. MARYS
(hereinafter referred to as the "Town")

AND: ST. MARYS, A DIVISION OF CASCADES CANADA ULC.
(hereinafter referred to as "Cascades")

WHEREAS the Town represents that it is the owner of the parking area outlined in Schedule "A" attached hereto ("Parking Area");

AND WHEREAS Cascades requires use of the Parking Area in order to provide adequate parking for its employees and customers during the renovation project at 304 James Street South;

AND WHEREAS Cascades has requested and the Town has agreed to provide parking within the Parking Area upon the terms and conditions set out herein;

NOW, THEREFORE in consideration of the privilege to use the Parking Area, the sum of TWO DOLLARS (\$2.00), of lawful money of Canada now paid by each party hereto to the other and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Town and Cascades hereby covenant and agree as follows:

1. The Town represents that it has the authority and permission to permit use of the Parking Area as described in this Agreement.
2. The Town hereby permits Cascades to use the Parking Area described herein on the terms and subject to the conditions as set out in this Agreement.
3. This Agreement is for the use of the Parking Area by Cascades employees and customers to be located on the Parking Area as indicated at any and all days of the week and at any time of each day.
4. This Agreement shall be for a term of _____ weeks starting on the 14th day of July, 2017 (the "Term").
5. Cascades may terminate this Agreement by notice in writing to the Town at any time. Upon the Town receiving written notice of such termination, this Agreement shall be at an end and the parties shall have no further obligations hereunder.
6. The Town assumes no responsibility for any damage to persons or property arising out of the use of the Parking Area by Cascades as described in this Agreement.

7. Cascades agrees to defend, indemnify and save harmless the Town from and against any and all claims, demands, losses, expenses, costs, damages, actions, suits or proceedings, for loss or damage resulting from bodily injury including death to any person or persons and for loss or damage to any property arising from the use of the Parking Area by Cascades as described in this Agreement unless resulting from the acts, omissions or negligence of the Town.

This clause shall survive for two years after the termination of this Agreement.

8. Cascades at its expense, shall arrange for, obtain and maintain liability insurance for the Term of this agreement with an insurance company licensed to conduct business in the Province of Ontario, During the Term of this Agreement Cascades shall ensure that the insurance required herein fully covers any and all persons and property in connection with Cascade's use of the Parking Area referred to in this Agreement. The issuance of such policies of insurance shall not be construed as relieving Cascades from responsibility for other or larger claims, if any, for which it may be held responsible. Both parties agree to immediately notify the other party of any occurrence, incident or event which may reasonably be expected to expose either party to liability of any kind in relation to the Parking Area referred to in this Agreement.
9. Cascades covenants with the Town that if there is any damage to the Parking Area caused by the use by Cascades as described in this Agreement during the Term, Cascades will restore the surface of the Parking Area, as far as practicable, to the same condition as if was immediately prior to the commencement of the Term.
10. This Agreement shall be governed by and construed and interpreted in accordance with the Laws of the Province of Ontario and the laws of Canada.
11. This Agreement constitutes the entire Agreement between the parties with respect to Cascade's use of the Parking Area and supersedes all prior Agreements, understandings, negotiations and discussions, whether written or oral.
12. This Agreement grants a privilege to Cascades to use the Parking Area and therefore, cannot be sublet, assigned or transferred.

IN WITNESS WHEREOF the TOWN by its duly authorized representatives has executed and delivered this Agreement as of the _____ day of July, 2017.

per: _____
Mayor

per: _____
Clerk

We have the authority to bind the Corporation.

IN WITNESS WHEREOF Cascades has executed and delivered this Agreement as of the _____ day of July, 2017.

per: _____

Name:

Title:

per: _____

Name:

Title:

We have the authority to bind the Corporation.