



THIS CAPITAL CONTRIBUTION AGREEMENT (the "Agreement") made and entered into this ____ day of _____, 2017 (the "execution date")

B E T W E E N :

THE CORPORATION OF THE TOWN OF ST. MARYS

Hereinafter referred to as the "Municipality"

OF THE FIRST PART

- and -

THE ST. MARYS LIONS CLUB

Hereinafter referred to as the "St. Marys Lions Club"

OF THE SECOND PART

WHEREAS the Municipality has constructed a pavilion (hereinafter referred to as the "constructed works") at the municipal park located at 217 Park Street, St. Marys, Ontario;

AND WHEREAS the ST. MARYS LIONS CLUB is desirous of making a capital contribution towards the total cost of the constructed works;

AND WHEREAS the term and conditions of this Agreement set out the terms governing the capital contribution from the St. Marys Lions Club

NOW THEREFORE in consideration of these covenants and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Agreement agree as follows:

Name

1. The name of the constructed works shall be "Pavilion"

Purpose

2. The purpose of the constructed works is to act as a recreation location serving residents of the Town of St. Marys, and the general public.

Capital Contribution

3. The Lions Club shall contribute capital in the amount of \$20,000 less funds of \$2,664.75 already contributed to the Municipality to be directly applied towards the total cost of the constructed works. The payment will be in one lump sum.

Possessory Interest

4. It is the intention of the parties to this Agreement that the agreement between the two parties for capital contribution from the Lions Club does not create a possessory interest or any other interest in real property and the property and constructed works shall remain the sole property of the Municipality. The Lions Club acknowledges that the constructed works is owned by the Municipality, and as the owner; the Municipality has the right to operate the constructed works as outlined by this Agreement.

Responsibilities of the Municipality

5. In consideration of the capital contribution made by the Lions Club to the Municipality, the Municipality agrees to the following responsibilities:

- i. Pay all utility costs associated with the operation of the constructed works, and the Lions Club is not liable for any utility costs;
- ii. Provide and hold all necessary liability insurance for the constructed works;
- iii. Maintain the constructed works in accordance with the minimum requirements of the Town of St. Marys;
- iv. Acting reasonably, correct any deficiencies to the constructed works that the Municipality is made aware of, within a reasonable time frame.

Management

6. Day to day management of the constructed works will be provided by the Municipality at its sole discretion. The Lions Club claims no right to direct the operation of the constructed works.

Signage

7. The Municipality shall approve all signage prior to it being erected on, or at the property of, the constructed works. Lions Club identification will be consistent with Lions Club policy.

Term

8. This agreement shall remain in effect for the life of the constructed works which shall be considered to be that point in time when the value of the constructed works is considered to be fully depreciated.

Assignment

9. No party's interest can be assigned to another party without consent of all other party's.

Indemnity

10. The Municipality agrees to indemnify and save the Lions Club harmless from any claims, prosecutions, actions, proceedings and judgments of any type relating to the operation of the constructed works area by the Municipality.

Notice

11. Any notice or any other communication required or permitted to be given under this Agreement shall be in writing and, unless some other method of giving the same is accepted by the person to whom it is given, shall be given by registered mail or by being delivered to the person to whom it is to be given at the appropriate address set out below:

to the Municipality:

Town of St. Marys
317 James Street South
St. Marys, ON N4X 1B6

Attention: Stephanie Ische, Director of Recreation and Facilities

to the St. Marys Lions Club

c/o _____

or such other address as may be furnished by such person, and such notice or other communication shall be deemed effective, as the case may be, at the time of delivery thereof or four (4) business days after the date of mailing thereof.

Severability

12. If any provision of this Agreement shall be found or declared by a Court of competent jurisdiction to be invalid, unenforceable or ultra vires of the Municipality then such provision shall conclusively be deemed to be severable and the remainder of the Agreement mutatis mutandis, shall be and remain in full force and effect.

Number and Gender

13. In this Agreement, unless the contrary intention appears, words importing only singular number or masculine gender shall include more persons, parties or things of the same kind than one and the feminine and neuter gender.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

THE CORPORATION OF THE TOWN OF ST.
MARYS

Per: _____
Mayor

Per: _____
Clerk

LIONS CLUB

Per: _____
I have authority to bind the corporation.

Print name: _____

Witness

Print name: _____

DRAFT