

THIS AGREEMENT made in triplicate the _____ day of _____, 20_____.

BETWEEN

THE CORPORATION OF THE MUNICIPALITY OF HURON SHORES

Hereinafter called the "Municipality" **OF FIRST PART**

-and-

Hereinafter called the "User" **OF THE SECOND PART**

WHEREAS the Municipality is the Owner of an Arena Complex situated at 1 Chiblow Lake Road, Iron Bridge, hereinafter called "the Arena";

AND WHEREAS the User and the Municipality have come to an agreement in respect of the use of the Arena by the User pursuant to the terms and conditions set out herein;

NOW THEREFORE this agreement witnessed that in consideration of the mutual covenants and agreements as herein contained and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. TERM:

The Municipality in consideration of the fees and covenants as hereinafter expressed, hereby grants right to the User to the use of the Arena for the following term, namely: commencing at _____ and terminating at _____ hereinafter referred to as "the Term".

2. FEES

The User hereby agrees to accept the use of the Arena for the above-mentioned Term and upon the conditions as hereinafter set forth and to pay the Municipality for the said use as follows:

General Rental	\$ _____		
Canteen	\$ _____		
Full Kitchen	\$ _____		
Heat	\$ _____	TOTAL FEE:	\$ _____

One Hundred Dollars (\$100.00) payable as a deposit at signing of the Agreement and the balance to be paid prior to the commencement of the Term. The deposit shall be credited against the aforesaid fee. However, the same shall be non-refundable if the User fails to pay the balance of the fee and fails to takes possession of the Arena in accordance with the Terms hereof.

In addition to the aforesaid deposit, the User hereby agrees to pay the Municipality an additional security deposit of One Hundred Dollars (\$100.00) for each day of the Term to ensure that the User cleans up the Arena upon expiry of the Term and leaves the Arena in the same condition as it was prior to the commencement of the Term. If the User leaves the Arena in a clean and tidy condition with no damage to the Arena and/or its fixtures and furnishings then the said security deposit shall be returned to the User. If, on the other hand, the Municipality is put to any expense by virtue of damage to the Arena occasioned by the use of the same by the User during the Term

or it is necessary for the Municipality to clean the Arena by virtue of the failure on the part of the User to carry out its obligation to clean the same then the Municipality will be entitled to deduct any such expense from the said security deposit.

3. CHANGES AND ALTERATIONS

The User hereby agrees that it will not, during the Term, make any changes or alterations to the Arena or its surrounding grounds or furnishings and the User will return the Arena to the Municipality in the same condition as when the User took possession.

4. PROTECTION OF PREMISES

The User agrees to take all precautions to protect the floor of the Arena and to plank the same for heavy weights, if in the opinion of the Municipality it is necessary, and to supply earth, sawdust, or any other material necessary and to remove same, all at the expense of the User.

5. SOLE AND EXCLUSIVE USE

During the Term, the User will not have the sole and exclusive use and occupation of the Arena and the Municipality will have the right of continued access to the Arena for the purpose of maintaining the same and for access to and from the offices.

6. INSURANCE

The User shall take out and keep in force during the term property damage and personal injury insurance coverage in the amount of not less than Two Million Dollars (\$2,000,000.00) to cover all potential liability arising from the User's use of the Arena and including a liquor rider (i.e. Party Alcohol Liability Insurance) if the User intends to serve liquor during the Term.

The said policy shall name the Municipality and its employees as insureds and shall also name the User as an insured. A copy of the said Insurance Policy shall be deposited with the Municipality prior to the commencement of the Term.

7. INDEMNIFICATION

The User shall indemnify and save harmless the Municipality and all persons for whom the Municipality is in law responsible, from any and all liabilities, damages, costs, claims, suits or actions arising out of the use of the Arena by the User during the Term, except where such damage or injury is due to the act, default or negligence of the Municipality, its officers, agents, servants or employees.

8. RIGHT TO CANCEL

In the event that the Municipality, due to factors beyond its control, finds it necessary to cancel the within agreement, it may do so upon eight (8) hours written notice to the User and the Municipality's responsibility for such cancellation is hereby limited to repayment of the amount of the deposit and/or fee(s) paid by the User to the Municipality hereunder.

9. LIMITED LIABILITY

In the event of any claimed default, non-performance or breach of this agreement on the part of the Municipality, its liability is hereby limited to repayment of the amount of the rent or deposit paid by the User hereunder.

10. USE OF ARENA

The User agrees that the Arena shall be used for the following purposes during the Term and for no other purpose whatsoever:

USE OF ARENA: _____.

11. PAYMENT OF TAXES AND LICENCE FEES

The User agrees to pay all taxes and obtain all licenses in connection with its use of the Arena and agrees to hold the Municipality harmless from any claims or unpaid federal, provincial or local taxes incurred by the User and resulting from its occupancy of the Arena hereunder.

12. SECURITY

The User shall furnish and instruct at its own expense, as its employees and agents, police and/or security personnel, if required, to properly handle and govern the conduct of persons using the Arena during the Term.

13. REIMBURSEMENT

If the User uses the Municipality's employees or if the Municipality has to perform duties of the User during the Term then the Municipality shall be reimbursed by the user for expenses that it incurs.

14. ALCOHOLIC BEVERAGES

Alcoholic beverages shall not be served or sold unless the User obtains the necessary provincial licenses, permits and insurance. A copy of the licenses and permits shall be posted during the Term. A liquor rider (i.e. Party Alcohol Liability Insurance) must be obtained by the User. Proof of all licenses, permits and insurances must be presented to the Municipality prior to the event.

Failure to obtain the necessary licenses, permits and insurances will entitle the Municipality to immediately cancel this agreement.

15. ADVERTISING

Amounts and contents of the User's display advertising material at the Arena during the Term shall be at the discretion and subject to the prior approval of the Municipality.

16. RE-ARRANGEMENT OF EXISTING EQUIPMENT AND FIXTURES

The Arena shall be accepted by the User on an "as is" basis and there shall be no re-arrangement by the User of existing equipment, fixtures and furnishings in the Arena without the prior consent of the Municipality and any costs associated therewith shall be borne by the User.

17. DECORATIONS

No decorations shall be placed in or on the Arena, nor shall any devices or signs be supported by any means, on walls or woodwork of the Arena, without the prior consent of the Municipality and any scenery or other stage props used by the User shall be of flame-proof material. In addition, decorations either composed of or making use of confetti (be it paper, plastic, or metallic) ARE NOT permitted in the Arena.

18. HEAT, LIGHTS AND CLEANUP

The Municipality shall, during the Term, provide heat (if required, at the additional fee) and lights to the Arena and shall also provide, at the expiration of the Term, a general cleanup. The Municipality reserves the right however, to assess the User an extra charge for cleanup for those activities, which in the opinion of the Municipality, involve greater cleanup than would normally be required.

19. REMOVAL OF EQUIPMENT AND CLEANUP

The User shall be allowed a reasonable period after the expiration of the Term to remove its equipment and to clean up the Arena.

20. CESSATION OF ACTIVITY

The User shall, on the written request of the Municipality, remove from the Arena any of its agents, employees or invitees and cease any activity which, in the opinion of the Municipality, is detrimental to the Arena or is not, in the opinion of the Municipality, in the best interests of the Municipality.

21. NON-ASSIGNMENT

The User shall not, during the Term, assign or transfer its rights hereunder or sublet the Arena without the Municipality’s prior written approval.

22. USE OF ARENA BY OTHER GROUPS

The Municipality will have the right to permit other persons and/or groups to use those portions of the Arena not being used by the User during the Term provided that any such use by other persons and/or groups will not be permitted to interfere with the User’s use of the Arena and the User will not interfere with the use of the Arena by such other persons and/or groups.

23. REPRESENTATIONS

The User acknowledges that the Municipality has not made or caused to be made any representations or agreements of any nature concerning the User’s occupancy of the Arena during the Term except as herein set out.

24. TRANSFEREES AND ASSIGNS

This agreement shall be for the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands as of the day and year first above written.

Per: _____
User

Per: _____
Municipal Official
for the Corporation of the Municipality of Huron Shores