

To: David Creery, Chief Administrative Officer
From: Brian Connors, Director of Parks & Recreation
Re: Licence Agreement Woodstock Lawn Bowling

AIM

To seek Council's authorization to proceed with a renewal of a Licence Agreement with the Woodstock Lawn Bowling Club.

BACKGROUND

The Woodstock Lawn Bowling Club is an active long-standing sports club that provides lawn bowling opportunities to the citizens of Woodstock. The Club's affiliation is in good standing and City staff have no reservations about how the Club operates the facility and how it provides access to the community.

COMMENTS

The Club is seeking a renewed Licence Agreement as the old agreement has expired and having an up-to-date agreement will help the Club pursue grants to improve the lawn bowling facilities. The Licence Agreement is for 10 years with a 5-year check-in to determine if a further 5-year extension is required.

RECOMMENDATION

That Woodstock City Council approves the Licence Agreement between the City of Woodstock and the Woodstock Lawn Bowling Club and authorizes the Mayor and Clerk to execute the Agreement.

Authored by: Brian Connors, Director of Parks and Recreation

Approved by: David Creery, M.B.A., P.Eng., Chief Administrative Officer

LICENCE AGREEMENT

THIS AGREEMENT made in duplicate this 15th day of February 2024 BETWEEN

THE CORPORATION OF THE CITY OF WOODSTOCK

(herein after called "the City)

-and-

THE WOODSTOCK LAWN BOWLING CLUB

(herein after called "The Licensee")

WHEREAS:

- a) The Licensee is the owner of all buildings and structures located in that portion of Southside Park described in Schedule A (hereinafter called "the Lands");
- b) The City owns the Lands known as Southside Park.
- c) The Licensee agrees to use the Lands as a non-profit private club for the purpose of furthering the sport of lawn bowling, the membership of the said club to be open to the public subject to the reasonable membership. requirements of the club; and
- d) The City agrees to grant this license.

In consideration of the promises, mutual covenants and agreements hereinafter contained and other good and valuable consideration, the parties agree as follows:

1) The City grants to the Licensee the use of the Lands commencing March 21st, 2024 for the purposes set forth,

- a) The Licensee accepts the Lands in their condition as of the date of this Agreement and shall not call upon the City to do or pay for any work or supply any equipment to make the Lands more suitable for the proposed use of the Licensee.
- b) The Licensee shall pay the City zero dollars (\$0.00) during the said term.

2) The Licensee covenants and agrees as follows:

- a) To pay all utilities and surcharges relating to the operation of all buildings on the Lands.
- b) To use the Lands only for lawn bowling, social or fundraising activities directly relating to the Licensee's Club activities.
- c) To maintain all sidewalks and entrances free from debris in and about the Lands.
- d) To maintain the appearance of the Lands (and any equipment on the Lands) in a neat clean and well-kept manner appropriate to the condition of the land in the area.

- e) To maintain all structures on the Lands in good repair in accordance with all Federal, Provincial and Municipal laws, rules, regulations, and by-laws at its own expense, and to repair on written notice from the City.
- f) To ensure that no ashes, rubbish, weeds or loose or objectionable material accumulates in or about the Lands.
- g) To make no alteration of the Lands or structures, including the removal of trees or grade changes and not to erect any building or structures on the Lands without the City's written permission.

3) Commercial General Liability Insurance

The Tenant shall at their expense, obtain and keep in force during the term of the Lease, Commercial General Liability Insurance satisfactory to the Landlord and underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to:

- a) A limit of liability of not less than \$2,000,000/occurrence with an aggregate of not less than \$4,000,000 aggregate
- b) Add the Landlord as an Additional Insured with respect to the operations of the Named Insured (the tenant)
- c) The policy shall contain a provision for cross-liability and severability of interest in respect of the Named Insured
- d) Non-owned automobile coverage with a limit not less than \$2,000,000 and shall include contractual non-owned coverage (SEF 96)
- e) Products and Completed Operations coverage.
- f) Contractual Liability
- g) Hostile fire
- h) The policy shall provide 30 days prior notice of cancellation.

4) Tenant's Legal Liability Insurance

Tenant's legal liability insurance for the actual cash value of the building and structures on/within the demised premises, including loss of use thereof;

Boiler and Machinery Insurance

Comprehensive Boiler and Machinery insurance on mechanical equipment in the premises controlled by the Tenant. Landlord is to be named as an Additional Insured if the objects (mechanical equipment) insured qualify as tenant's improvements or if they conceivably could form part of the building.

All-Risks Property Insurance

All-risks, also known as all-perils (including sewer back-up, flood and earthquake) property insurance in an amount equal to the full replacement cost of Property of Every Description and kind owned by the Tenant or for which the Tenant is legally responsible, and which is located on or about the Demised Premises, including, without limitation, anything in the nature of a leasehold improvement.

(5) To ensure that the above-mentioned insurance is not cancelled or permitted to lapse unless the insurer notifies the City in writing at least thirty (30) days prior to the date of cancellation or expiry. Further, that evidence of such insurance shall be delivered to the City at the inception of this agreement and thereafter promptly on the insurance renewal date. The City reserves the right to request such higher limits of insurance or other types of policies appropriate to this Agreement as the City may reasonably require; failure to satisfactorily meet these conditions relating to insurance shall be deemed a breach of this Agreement.

(6) Not to assign this license without written consent from the City.

(7) To comply with all federal, provincial, and municipal laws, rules, regulations and by-laws.

(8) To permit the City or any authorized agent of the City at any reasonable time, without notice, to enter and inspect the Lands; and,

(9) To supply annually on the inception date of this Agreement to the Director of Parks and Recreation, a status report detailing membership numbers, financial statements, program information and a current list of the Board of Directors for the Club.

10) The Licensee agrees to indemnify and hold the City harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any acts or omissions either in negligence or in nuisance, whether willful or otherwise, by the Licensee, or other persons for whom the Licensee is responsible.

11) If the Licensee defaults in performing any of its obligations under this Agreement, the City shall give written notice to the Licensee of such default giving the Licensee thirty (30) days to remedy the default, failing which the City may terminate the license granted under this Agreement. Any waiver by the City of any breach by the Licensee of any provisions of this Agreement shall be without prejudice to the exercise by the City of all, or any if its rights or remedies in respect of any continuance or repetition of such breach.

12) The City or the Licensee may terminate this Agreement for any reason by providing written notice to the other party at least one hundred and eighty. (180) days in advance of the date of termination.

13) Any notice required to be given to the City or the Licensee under this Agreement shall be sufficiently given if delivered or mailed postage prepaid to the addresses below. Such notice shall be deemed to have been received on the date of its delivery or, in the case of mailing, three.(3) business days after it was delivered to the post office.

City's Address

c/o City Clerk
500 Dundas Street, P.O. Box 40, Woodstock, Ontario
N4S 7W5

Licensee's Address

Woodstock Lawn Bowling Club 325 Finkle Street,
Woodstock, Ontario
N4S 3E4

14) The Term of this agreement is for 10 years with a 5-year check-in to determine if further 5-year extension is required. This agreement will commence on March 21, 2024, and will be in full force and effect until terminated by either party pursuant to section 5.

15) This Agreement shall ensure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and permitted assigns.

16) This Agreement shall be governed by the laws of the Province of Ontario.

17) Any condoning, excusing, or overlooking by the City of any default, breach or non-observance by the Licensee at any time or times in respect of any covenant, proviso or condition contained herein, including the payment of monies, while such default, breach or non-observance exists. shall notwithstanding any laws statutory or otherwise, to the contrary, not operate as a waiver of the rights of the City in respect of any continuing or subsequent default, breach or non-observance; nor so as to defeat or affect in any way the rights of the City in respect of any such continuing or subsequent default, breach or non-observance.

18) This Agreement shall constitute the entire Agreement between the parties. The parties acknowledge that, other than as herein set out, there is no representation. warranty, collateral agreement, or condition, whether direct or collateral, or express or implied, which induced either party hereto to enter into this Agreement or on which reliance is placed by any such party, or which affects this Agreement, other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.

IN WITNESS WHEREOF the Club has created this agreement by the hands of its duly authorized officers
this . day of 2024.

WOODSTOCK LAWN BOWLING CLUB

Name: _____.

Title: _____.

We have authority to bind the Club.

THE CORPORATION OF THE CITY OF WOODSTOCK

PER: _____.

Mayor, Jerry Acchione

PER: _____.

City Clerk, Amy Humphries