

This Agreement made this 24th day of March , 2025

Between:

The Corporation of The Town of Saugeen Shores
(Hereinafter referred to as the "Party") of the First Part

And

The Southampton Rotary Club
(Hereinafter referred to as the "Party" of the Second Part)

It is understood and agreed to that:

Whereas the Council of the Corporation of the Town of Southampton by By-Law Number 1834, agreed to provide under agreement a certain portion of Jubilee Park as a site upon which a building owned by the Party of the Second Part may locate, that site being particularly described as follows;

Those lands and premises situated, lying and being in the Town of Southampton, in the County of Bruce and being composed of part of Lot 11, Grey Street West Side, said part being more particularly described as follows;

Commencing at the South-east angle of Lot 11, Grey Street west side,

Thence running northerly along the easterly boundary of said lot 11 a distance of 100 feet to a point on the easterly limit of said lot 11,

Thence running westerly and parallel with the southerly limit of said Lot 11 a distance of 150 feet to a point,

Thence running southerly and parallel with the easterly limit of said Lot 11 a distance of 100 feet to a point on the southerly limit of said Lot 11,

Thence running easterly along the southerly limit of said Lot 11 a distance of 150 feet to the point of Commencement.

Whereas The Party of the Second has located on the aforementioned lands a building originally built for the purpose of the primary use for the Southampton Movement of the Boy Scouts Association and affiliated associations. The use of such building has now extended to Scouts within Saugeen Shores and the Southampton Rotary Club and the building is now known as Rotary Hall.

Whereas The Party of the Second Part is desirous of providing the lands and premises for uses in addition to the primary use.

Now Therefore This Agreement witnesseth that in consideration of mutual covenants herein contained the Parties hereto undertake and agree as follows:

1. **Term:**

- 1.1 That in consideration of the covenants and agreements hereinafter reserved and contained, The Party of the First Part doth agree to provide to the Party of the Second Part to have and to hold the aforementioned described lands for and during the term of ten (ten) years, to be computed from the first day of March 2025 and expiring on the twenty-eighth day of February, 2035.
- 1.2 It is understood and agreed that the buildings or structures erected upon the lands herein described are the property of the Party of the Second Part and shall be removed from the said described lands at the expiry of this agreement unless this agreement is renewed for a further term.

2. **Payment:**

- 2.1 And the Party of the Second Part doth agree to yield and pay therefore yearly, and every year during the said term unto the Party of the First Part the sum of one Dollar \$1.00) to be payable on the following days and times; that is to say on or before the first day of January in every year in advance, the first such payment to become due and made upon the signing of this agreement, provided that this Agreement may be prepaid without penalty of discount at the time of signing thereof.

3. **Use Of Land/Premises:**

- 3.1 It is understood and agreed that the Party of the Second Part in addition to the primary use of the land and premises herein described may make available the facilities to and for the use of other organizations, groups and individuals subject to the following terms and conditions:

- a) That no alternative municipally owned facilities are available for the intended use.
- b) That the facilities be made available for non-profit uses only.
- c) That the Southampton Rotary Club may have the option of obtaining a liquor license for the purposes of events solely for the benefit the Southampton Rotary Club and shall abide by the Municipal Alcohol Policy for such requests.
- d) That no uses be made of the facilities that are likely to be of a disturbing nature to the surrounding area.

- 3.2 It is understood and agreed that the letting of the land and premises for uses in addition to the primary use shall be at the discretion of the Party of the Second Part and that all and any rents derived therefrom shall accrue to and for the benefit of the Party of the Second Part.

4. **Liability:**

- 4.1 It is understood and agreed that the Party of the First Part shall not be responsible for any person injury which may be sustained by the Party of the Second Part or any members thereof, patron, spectator or any person who may be upon the demised premises or in the building thereon. All risks of any such injuries shall be assumed by the Party of the Second Part who shall hold the Party of the First Part harmless and indemnified therefrom.

5. **Repairs/Modifications:**

- 5.1 It is understood and agreed that the Party of the Second Part shall not without the written permission of the Party of the First Part construct or erect a fence around or within the boundaries of the aforementioned described lands, and shall at all times maintain the lands in a neat and orderly manner.
- 5.2 It is agreed by the Party of the Second Part that they shall be responsible for all repairs/maintenance and renovations including any costs associated with.
- 5.3 The Part of the Second Part shall be responsible for ensuring snow is cleared from the parking facilities to all entrances and exits of the hall.

6. **Utilities:**

- 6.1 The Party of the Second Part shall pay all utility costs i.e. water, sewer and hydro service rates as may be billed from time to time.

7. **Insurance:**

7.1 The Southampton Rotary Club will carry in full force and effect during the term of this Lease a policy of liability insurance in the amount of five million dollars, naming the Town of Saugeen Shores as additional insured, and a copy of such shall be filed with the Town of Saugeen Shores on an annual basis.

8. **Binding Effect:**

8.1 This agreement binds and benefits the parties and their respective heirs, executors, administrators, representatives, successors and assigns.

In Witness of the foregoing covenants the Landlord and the Tenants have hereunder set their Corporate Seal respectively and executed the Lease.

Signed, Seals and Delivered this 24th day of March 2025.

Tenants

President, Southampton Rotary Club

The Corporation of the Town of Saugeen Shores

Luke Charbonneau, Mayor

Dawn Mittelholtz, Clerk