

emergency.

Licence Fee

6. The Licensee shall pay to the Licensor an annual licence fee of \$600 per stored boat, plus all applicable taxes.

Except as provided in Section 7, the annual fee is not to be prorated in the event of termination except with the agreement of the parties.

Title

7. The Licensor represents to the Licensee that it has the authority to licence the use of the land described above. In the event of a dispute regarding the Licensor's authority to licence use of the land, the Licensor will respond to such proceedings as it considers appropriate and shall notify the Licensee of any determination which is adverse to continuation of the Agreement. The Licensee is responsible for payment for the use of the land for all periods during which it has been licensed to use same notwithstanding any subsequent determination regarding the Licensor's title. In the event of a legal determination or interpretation that requires the use of the licensed land to cease, the parties specifically agree that the Licensee's payment of a licence fee for the year in question will be prorated. The Licensor shall have no further obligation or liability to the Licensee with respect to termination.

Use of Licensed Area for Storage Purposes

8. The Licensor does not warrant that any particular use of the licensed land is authorized at law or that the licensed land is suitable for the intended purpose. The Licensee shall determine at its own risk and expense the suitability of the land for the intended purpose. A determination by any court or tribunal that the Licensee is not permitted to use the land for a purpose that the Licensee wishes to make of the land does not terminate this Agreement. It is the responsibility of the Licensee to provide notice if it wishes to terminate the Agreement owing to controls respecting use of the property whether at a Federal, Provincial or local level or for any other reason.

Insurance

9.1 Pollution Liability

The Licensee shall carry a Pollution Liability Policy, underwritten by an insurer licensed to conduct business in the Province of Ontario for a limit of not less than \$2 million. Coverage shall include bodily injury, property damage, clean-up and remediation costs.

9.2 Commercial General Liability Insurance

Commercial General Liability, underwritten by an insurer licensed to conduct business in the Province of Ontario, for a limit of not less than \$5 million per occurrence, an aggregate limit of not less than \$5 million, within any policy year

with respect to completed operations and a deductible of not more than \$100,000. The policy shall include an extension for a standard provincial and territorial form of non-owned automobile liability policy. This policy shall include but not be limited to:

- (a) Name the Municipality as an additional insured
- (b) Cross-liability and severability of interest
- (c) Blanket Contractual
- (d) Products and Completed Operations
- (e) Premises and Operations Liability
- (f) Personal Injury Liability
- (g) Contingent Employers Liability
- (h) Owners and Contractors Protective
- (i) The policy shall include 30 days' notice of cancellation.

9.3 In addition to the above, all individual boaters storing boats on the licensed area must provide the following:

- a. Signed liability waiver
- b. Proof of ownership of the boat being stored
- c. Liability Insurance

Option a: **Homeowner's liability insurance** satisfactory to the Owner 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 have a limit of liability of not less than \$ 2 million. The Owner must be added as additional insured.

Option b: **Marine Liability insurance** of at least \$2M including Hull and Machinery and Protection and Indemnity risks.

Indemnity

10. The Licensee shall defend, indemnify and save harmless the Municipality of Lambton Shores its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Licensee, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Agreement. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Licensee in accordance with this Agreement and shall survive this Agreement.

Breach of Agreement

11. Failure to provide the required proof of insurance or annual payment when due will be considered a fundamental breach of the terms of the agreement and the

municipality may cancel the license, and the Licensee would have no further right of use of the property.

General

12. Stored boats must not obstruct visibility, pedestrian pathways, the roadway, or create hazards for other road users.
13. Security measures and all associated costs shall be the sole responsibility of the Licensee. Installation of security cameras must be approved by the Municipality.
14. Stored boats shall not leak hazardous materials (e.g., fuel, oil, etc.) that could harm the environment.
15. The Licensee acknowledges that the storage location is in a municipal road right-of-way and as such there is the potential for an emergency that would require the removal of the stored boats. Any removal expenses are the responsibility of the Licensee.
16. The Licensee acknowledges that the storage location is in a municipal road right-of-way and as such there is potential for snow accumulation because of snow clearing operations on the roadway. The Municipality accepts no responsibility for damage that may occur to boats due to snow clearing on the roadway.

Notice

17. If notice is required to be given with respect to this agreement, notice will be sent

to: Municipality of Lambton Shores
9577 Port Franks Road
Thedford, Ontario N0M 2N0 Attn. Clerk

to: Grand Bend Yacht Club
c/o Dave Maguire
55 River Road
Grand Bend, Ontario N0M 1T0

IN WITNESS WHEREOF the Parties hereto have hereunto caused to be affixed their respective seals, attested by the hands of their proper officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED
in the presence of

**THE CORPORATION OF THE
MUNICIPALITY OF LAMBTON SHORES**

Doug Cook, Mayor

Stephanie Troyer-Boyd, Clerk

GRAND BEND YACHT CLUB



Dave Maguire, Commodore
I have the authority to bind the Corporation

SCHEDULE A

