

THIS LICENCE AGREEMENT is made the 15th day of June , 2021

BETWEEN

THE CORPORATION OF THE MUNICIPALITY OF LAMBTON SHORES
(Hereinafter referred to as the "Municipality")
OF THE FIRST PART

- and -

XTREME WATER SPORTS

(Hereinafter referred to as the "Licensee")
OF THE SECOND PART

WHEREAS the North Pier in Grand Bend is under the care and control of the Municipality of Lambton Shores;

AND WHEREAS the Municipality of Lambton Shores is empowered under Section 2 of the *Municipal Act, 2001* to manage public assets of the Municipality as it sees fit;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of Five (\$5.00) Dollars and other good and valuable consideration now paid by the Licensee to the Municipality, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

Area Affected by Licence

1. This licence applies to a section of the north pier totalling 40 lineal feet, shown on Schedule "A".

Term

2. This Agreement commences on June 15, 2021 and expires on October 17, 2021.

Termination with Notice

3.
 - a) It is understood and agreed to by the Licensee that without cause the license agreement may be terminated by the Municipality upon providing a minimum of 30 days' notice. In such an event, the license fee will be pro-rated to the termination date.
 - b) The licence agreement may also be terminated by the Municipality if the Licensee breaches any terms of the agreement and/or with "cause", in which case no part of the license fee will be refunded.

Licence Fee

4. Prior to the commencement of operations, the Licensee shall pay to the Municipality the following fees:
 - a) Sign permit fee of \$25.00 per sign, if signage is erected
 - b) License fee of \$158.00 per lineal foot, (\$6,320.) plus H.S.T.;
 - c) \$5.00 "consideration – see preamble; and
 - d) A refundable security deposit of \$1000.00 that can be drawn upon notice of any municipal by-law infraction, or to repair any property damage caused by the licensee.

Title

5. The Municipality 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 Municipality's authority to licence use of the land, the Municipality 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 Municipality'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 Municipality shall have no further obligation or liability to the Licensee with respect to termination.

Use of Licensed Area for Docking Purposes Only

6.
 - a) The Municipality 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. Furthermore, the Municipality does not warrant that the Licensee's use of the licensed land is allowed under any provincial regulation related to COVID-19. The Licensee shall determine at its own risk and expense the suitability of the land for the intended purpose. Permits, approvals and improvements (including dredging) are the Licensee's responsibility and at the Licensee's expense. 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.
 - b) The Licensee agrees to maintain the area in a clean and tidy manner at

his own expense;

- c) The Licensee acknowledges and agrees that no sale, display or distribution of commercial goods will take place on Municipal property. For the convenience and visibility of the Licensee, the Municipality shall permit operation of the boat charter business from the pier-side location including permission to attach a 6x30 foot floating dock to be used as a platform to pick up and drop off patrons. No boats will be stored at the north pier. Only one boat will be allowed at the dock at any time. No rafting permitted. All boats are to be operated by only a licenced captain. The Licensee can erect a self-contained "pop-up" tent structure with no more than 3 enclosed sides and not measuring more than 10 feet by 10 feet for the purpose of accommodating lifejackets and sanitation supplies. The structure must be removed at the end of each day. Portable power generators are not permitted. Prior to installation, any such structure must be approved by the Municipality, with such approval including factors such as fastening against wind, colour, and style in keeping with the summer beach motif of the Grand Bend Beach. This permission for either the floating dock, or tent, can be withdrawn by the Municipality for any reason, without recourse or impact on the balance of this agreement.
- d) The licensee acknowledges and supports all municipal efforts to maintain its "Blue Flag Status". Most specifically the licensee agrees that it shall not refuel any vessel or equipment from municipal property unless it is at the municipal fuel dock associated with the marina.
- f) The licensee agrees that there shall be no expansion of the business without prior written consent of the Municipality. "Expansion" shall mean in either the number of watercraft, or services offered.

Risk

- 7. The Licensee agrees to assume all risk and liabilities associated with use of the licensed land and will:
 - a) Carry liability insurance in an amount not less than 2 million dollars which includes the Municipality as additionally insured, and will provide a copy of the policy to the Municipality at the time of the signing of the agreement. The Licensee shall not be permitted to commence operations until the insurance has been provided.
 - b) If the policy expires during the term of this agreement, the Licensee shall provide replacement insurance PRIOR to the expiration. Failure to provide the required replacement insurance will be considered "cause" for

termination of the Licensee Agreement at the option of the Municipality, in which case the License Fee will not be refunded.

- c) Provide in such policy of insurance that the insurance is not to be terminated without a minimum of thirty (30) days' notice to the Municipality;
- d) Provide the insurance at no expense to the Municipality, and in a form that is satisfactory to the Municipality's solicitor and insurance advisor.

Indemnity

- 8. The Licensee agrees to indemnify and save the Municipality harmless from any claims, prosecutions, actions, proceedings and judgments of any type relating to the use of the licensed area by the Licensee, its customers, agents, successors or assigns. The Licensee shall respond to any such matter by engaging legal counsel, at its sole cost, to represent the Municipality's interest and will promptly satisfy any settlement amount, fine, bill of costs or judgment imposed with respect to same.

Harbour Master

- 9. The Harbour Master (or another authorized Municipal Representative) may, at their discretion, suspend operations due a breach in any term of this agreement, due to weather or water conditions, if any unsafe operation of equipment is observed in conjunction with the operations, or if in their sole discretion the continued operation of the licensed area is unsafe for other users of the pier or harbour area.

Pier Repairs or Special Events

- 10. In the event that repairs or municipally sanctioned Special Events are planned for the North Pier, notice will be provided to the Licensee, and if possible, alternative arrangements will be made for changes to the location of the licensed area.

Inspection

- 11. The Municipality reserves its right to inspect the licensed area at any time for any reason, including but not limited to verifying compliance under this Agreement. The Licensee agrees to provide any and all documents requested by the Municipality that are reasonably necessary to verify compliance within 10 days of the date the documents are requested.

Notice

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

Municipality of Lambton Shores
7883 Amtelecom Parkway
Forest, Ontario NON IJO Attn. Clerk

to: Dan Saint
73121 Bluewater Hwy.
RR#2 Zurich, ON N0M 2T0

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**

Bill Weber, Mayor

Stephanie Troyer-Boyd, Clerk

XTREME WATER SPORTS

I/we have the authority to bind the company

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Xtreme Water Sports

2021 Season
Schedule A

