

THIS LICENCE AGREEMENT is made the            day of            , 2023

BETWEEN

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

- and -

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

**WHEREAS** the Municipality hereby offers to lease from the Landlord the premises as described herein on the terms and subject to the conditions as set out in this Agreement;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration now paid by the Municipality to the Landlord, 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 exterior wall shown on Schedule "A".

**Term**

2. This Agreement commences on May 1, 2023 and expires on April 30, 2028.

**Termination with Notice**

3. a) It is understood and agreed to by the Landlord that without cause the license agreement may be terminated by the Municipality upon providing a minimum of 30 days' notice.  
b) The licence agreement may also be terminated by either party if either party breaches any terms of the agreement and/or with "cause".

**Licence Fee**

4. The Licence Fee is \$1.00 + HST per year of the agreement, payable upon signing.

## **Title**

5. The Landlord represents to the Municipality that it has the authority to licence the use of the land described above.

## **Use of Licensed Area for Mural Only**

6.
  - a) The Landlord shall determine at its own risk and expense the suitability of the space for the intended purpose. Permits and approvals will be completed by the Municipality. Land and building improvements are the Landlord's responsibility and at the Landlord's expense. A determination by any court or tribunal that the Landlord is not permitted to use the land for a purpose that the Landlord wishes to make of the land does not terminate this Agreement. It is the responsibility of the Landlord 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 Municipality shall:
    - i. Be the sole owner of the mural.
    - ii. Be solely responsible for the cost of the mural.
    - iii. Be responsible for cost affixing the mural to the Property.
    - iv. Be solely responsible to remove the mural from the Property at the end of the Term of the Lease.
    - v. Be solely responsible to arrange its own insurance for any loss or damage to the mural on the Premises. The Municipality shall be responsible to carry public liability insurance for the term of the Lease.
    - vi. Indemnify and save the Landlord harmless from any and all liability arising from the mural on the Premises.
  - c) The Landlord shall:
    - i. Approve the mural prior to it being affixed to the Premises.
    - ii. Immediately notify the Municipality regarding any damage to the mural or appending hardware.
    - iii. Make no alterations to the mural or appending hardware.

## **Notice**

7. 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 ON N0M 2N0  
Attn. Director of Corporate Services

to: .....

.....

.....

**Execution of Lease**

- 8. The Lease shall be prepared by the Landlord at the Landlord's expense, in accordance with the terms and conditions of this Agreement subject to minor adjustments. The Lease will be signed and executed by both parties hereto prior to the commencement of work on the premises by either party.

**Agreement in Writing**

- 9. If there is any conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement, including any Schedule attached hereto, shall constitute the entire Agreement between Landlord and Tenant. There is no representation, warranty, collateral agreement or condition, 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.

**Legal, Accounting and Environmental Advice**

- 10. The Parties acknowledge that it has been recommended that the Parties obtain independent professional advice prior to signing this document.

**Binding Agreement**

- 11. This Agreement and the acceptance thereof shall constitute a binding agreement by the parties to enter into the Lease of the Premises and to abide by the terms and conditions herein contained.

It is agreed and acknowledged that both parties, directly or through their agents, principals, representatives and/or solicitors, have participated in the preparation and/or negotiation of the provisions of this agreement. Should any provision of this agreement require judicial interpretation, mediation or arbitration, it is agreed that the court, mediator or arbitrator interpreting or construing the same shall not

apply a presumption that the terms thereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it is agreed that both Parties, directly or through their agents, have participated in the preparation hereof.

**Successors and Assigns**

12. The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms of this Agreement.

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

.....

\_\_\_\_\_  
I/we have the authority to bind the company

\_\_\_\_\_  
I/we have the authority to bind the company

Schedule A

To be confirmed by BIA

DRAFT