

AGREEMENT

BETWEEN:

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

(hereinafter called the "CITY")

- and -

THE MANVERS TOWNSHIP HISTORICAL SOCIETY

(hereinafter called the "TENANT")

WHEREAS:

- a) Historical societies in the City of Kawartha Lakes ("Kawartha Lakes") play an important role in our society and their local communities; and
- b) The TENANT has a valued history of providing service to the greater Manvers Township community and its citizens, which dates back to 1888; and
- c) The CITY owns the Premises (as hereinafter defined), which is presently used by the TENANT, in part, to restore the Pontypool Grain Elevator; and
- d) The CITY recognizes the TENANT's contribution to encouraging an awareness of agriculture roots of the community and to promoting improvements in the quality of life of citizens living in the local community; and
- e) It is the intention of the CITY to encourage, support and permit the TENANT to continue with the restoration of the Pontypool Grain Elevator for the duration of this Agreement; and
- f) The TENANT recognizes the importance to the citizens of Kawartha Lakes of the CITY supporting a variety of community services and recreational opportunities in Kawartha Lakes; and
- g) The CITY and the TENANT wish to execute an agreement that recognizes the historical and current role of the TENANT, continues CITY support of the services provided by the TENANT and encourages shared and compatible uses of the Premises for the greater benefit of the citizens of Kawartha Lakes.

THE PARTIES AGREE AS FOLLOWS

1. Grant of License

The CITY hereby grants to the TENANT a non-exclusive license (the "License") to occupy and use the premises legally known as Part of Lot 11, Concession 2, of the Geographic Township of Manvers, City of Kawartha Lakes, it is commonly referred to as the 'Pontypool Grain Elevator Land' (the "Premises"), for the purpose of restoring the Grain Elevator, and for holding such further or other agricultural, educational, cultural or community events on the Premises as may be for the benefit of the citizens of Kawartha Lakes and which are organized, sanctioned or otherwise operated under the authority of the TENANT.

It is understood and agreed that the restoration project shall not conflict with the reasonable occupation or use of the Premises by any other licensee of the CITY entitled to occupy or use the Premises under the terms of a non-exclusive license, except to such extent the TENANT and such other licensee may agree in writing amongst themselves from time to time.

It is understood and agreed that prior to the CITY executing an agreement with any other potential licensee to occupy or use the Premises under the terms of a non-exclusive license, the CITY shall first consult the TENANT in relation to such agreement.

Further, the City agrees not to rent out or otherwise authorize the use of the Premises by third parties, except as permitted and in accordance with the terms of any non-exclusive license to use the Premises.

2. **Non-Exclusive License**

The License grants the TENANT the non-exclusive right to occupy and use the Premises for the purposes of restoring the Pontypool Grain Elevator, while recognizing the right of the CITY to enter into agreements with other individuals, partnerships, corporations, organizations, associations, and community groups (each being an "Other Licensee"), for the non-exclusive occupation and use of the Premises on a continuing basis for, for example, the establishment and maintenance of a community center, arena, or community service club on the Premises.

3. **Use of the Premises**

The Premises shall be used by the TENANT primarily for the TENANT's Events as managed by the TENANT, including preparing for and dismantling of such appurtenances as the TENANT may require for such events.

It is understood and agreed to by the parties that when the TENANT is not operating or managing an event on the Premises, the Premises shall be closed to vehicles and may be locked, unless as otherwise required by the terms and conditions of any agreement between the CITY and an Other Licensee, of which the TENANT will be provided written notice as pertains to this section.

4. **Admission Charges**

In consideration of the non-exclusive nature of the License, and the TENANT's responsibility to maintain the Premises and the Buildings (as hereinafter defined), the CITY recognizes the TENANT's right to charge admission fees to the TENANT Events held by it at the Premises.

5. **License Term**

This License Agreement will commence on the 30th day of June, 2012 and extend for a period of ten (10) years, terminating on the 29th day of June, 2022 (the "Initial Termination Date").

6. **License Renewal**

At the option of the TENANT, and upon written notice to the CITY not less than six (6) months in advance of the Initial Termination Date, this License Agreement may be renewed for two (2) further terms of ten (10) years, unless earlier terminated in accordance with this Agreement.

7. **License Fee**

In consideration for its use and occupation of the Premises, the TENANT agrees to pay to the CITY an annual fee (the "License Fee" or "Fee") of One Dollar (\$1.00) in Canadian currency, which shall be payable ten (10) years in advance.

8. **TENANT Expenses**

a) The TENANT shall also pay for all utilities, including but not limited to expenses for hydro, gas and municipal water service, incurred for the TENANT Events.

b) The TENANT shall be responsible for the maintenance and repair of the buildings, fixtures and appurtenances built, constructed or installed by the TENANT on the Premises (the "Buildings"), including providing ongoing

maintenance, and in relation to all heating, air conditioning, fire protection and related improvements, without exception.

c) It is understood and agreed that should Historical Societies become legally liable in the future for the payment of any tax(es) associated with the TENANT's use of the Premises, including but not limited to, property tax, the TENANT will assume full responsibility for the payment of such tax(es) and will remit same to the appropriate authority when due and the City will not be obligated to pay any portion of such tax(es).

d) It is understood and agreed that the CITY will not be obligated to participate in any maintenance or capital expenditures on the Premises, except as specified by this Agreement or as may be offered or agreed upon from time to time in writing.

9. **Payment of Fees**

All payments of the License Fee to be made by the TENANT pursuant to this Agreement shall be delivered to the CITY at the CITY's address for service set out in Section 21 or to such other place as the CITY may from time to time direct in writing.

10. **TENANT's Covenants**

(1) The TENANT shall not do or permit to be done at the Premises anything that may:

- a) constitute a nuisance;
- b) cause damage to the Premises;
- c) cause injury or annoyance to occupants or owners of neighbouring properties;
- d) cause injury or annoyance to an Other Licensee;
- e) make void or voidable any insurance upon the Premises or any part of the Buildings;
- f) constitute a breach of any by-law, statute, order or regulation of any municipal, provincial, federal or other competent authority relating to the Premises;
- g) cause any lien, mortgage, or other encumbrance to be incurred or registered against the Premises.

(2) The TENANT agrees:

- a) that the doors to the Buildings shall be kept closed and locked when the Premises are not being attended for, TENANT Events or by members of the Historical Society;
- b) to be solely responsible for and maintain the interior and exterior of the Buildings and all improvements in relation thereto and all exterior public access areas in a good state of repair safe and fit for public access and use;
- c) to maintain and service all required fire extinguishers, alarms, smoke and fire detection and carbon monoxide systems in the Buildings and any and all fire, building and health retrofit requirements as may apply and be required from time to time;
- d) to supply and maintain external security lights around the Premises;

- e) to keep walkways, entrances, and parking areas in a safe and fit state to allow the use of the Premises throughout the year and to insure for all liability in relation to the public use of the Premises in accordance with this Agreement;
- f) to provide the CITY with a key to any lock on any gate providing access to the Premises;
- h) to permit reasonable access to the Premises for the general public and community groups using facilities located on the Premises.

11. **State of the Premises**

The TENANT agrees to accept the Premises on an "as is" basis. The Buildings on the Premises shall be identified and listed in the attached Schedule "A" and will be deemed to be the property of the CITY.

12. **Alterations and Additions**

- (1) If the TENANT during the Term of this Agreement, or any renewal thereof, desires to make any alterations or additions to the Premises, including but not limited to: painting, erecting partitions, attaching equipment, and installing necessary furnishings or additional equipment, the TENANT may do so at its own expense, at any time and from time to time, if the following conditions are met:
 - a) before undertaking any alteration or addition the TENANT shall submit to the CITY a plan showing the proposed alterations or additions and items included in the plan which are regarded by the TENANT as "Trade Fixtures" shall be designated as such on the plan, and the TENANT shall not proceed to make any such alteration or addition unless the CITY has approved the plan and appended Schedule "A";
 - b) any and all alterations or additions to the Premises made by the TENENAT must comply with all applicable building and fire code standards, by-laws and fees; and
 - c) such additions or alterations shall not be of such a nature or extent as to in any manner weaken the structure of the Trade Fixtures or the Premises or reduce the value of the Trade Fixtures or the Premises or the property of any Other Licensee.
 - d) Any such maintenance or improvements to the Premises shall be undertaken in a good and workmanlike manner by the TENANT and shall be executed by duly qualified and licenced tradesmen.
- (2) The TENANT shall be responsible for and pay the cost of any alterations, additions, installations or improvements that any governing authority, municipal, provincial, federal or otherwise, may require to be made in, on or to the Premises or in connection with any private protective system used by the TENANT.
- (3) All signage, advertisement or notices inscribed, painted or affixed by the TENANT, or any other person on the TENANT's behalf, on any part of the inside or outside of a Building or on the Premises must be in accordance with CITY policy.
- (4) All alterations and additions to the Premises made by or on behalf of the TENANT not in accordance with this Agreement shall immediately become the property of the CITY without compensation to the TENANT, unless otherwise agreed to by the parties in writing.

- (5) The TENANT agrees, at its own expense and by whatever means may be necessary, immediately to obtain the release or discharge of any encumbrance that may be registered against the CITY's property in connection with any additions or alterations to the Premises made by the TENANT or in connection with any other activity of the TENANT.
- (6) The TENANT agrees that upon the expiration of the Term or any extension or renewal thereof, or upon other termination of this License, the TENANT shall leave the Premises in a state of good repair, reasonable wear and tear excepted.

13. **Repairs and Maintenance**

- (1) Without restricting the generality of the foregoing the TENANT acknowledges that the CITY shall not be responsible for nor shall it assume any liability or responsibility for any capital expenditures, repairs or alterations of any nature whatsoever related to the TENANT's use of the Premises and/or TENANT Events and in default of this covenant, the CITY shall have the right to terminate this License.
- (2) The TENANT shall not obstruct persons authorized by the CITY to enter the Premises to examine the condition thereof and view the state of repair at all reasonable times:
 - a) and if upon such examination repairs are found to be necessary, written notice of the repairs required shall be given to the TENANT by or on behalf of the CITY and the TENANT shall make the necessary repairs within the time specified in the notice;
 - b) and if the TENANT refuses or neglects to keep the Premises in good repair the CITY may, but shall not be obliged to, make any necessary repairs, and shall be permitted to enter the Premises, by itself or its servants or agents, for the purpose of effecting the repairs without being liable to the TENANT for any loss, damage or inconvenience to the TENANT in connection with the CITY's entry and repairs, and if the CITY makes repairs the TENANT shall pay the cost of them within thirty (30) days demand for such payment given by the CITY to the TENANT.
- (3) Upon expiry of the Term or other determination of this License the TENANT agrees to peaceably surrender the Premises, including any alterations or additions made thereto, to the CITY in a state of good repair.
- (4) The TENANT shall immediately give written notice to the CITY of any damage that occurs to the Premises from any cause.

14. **Insurance**

- (1) During the term of this License and any renewal thereof the CITY shall maintain a liability policy with cross insurance with respect to the Premises, insuring against:
 - a) loss or damage by fire, lightning, flood, storm and other perils that may cause damage to the CITY owned Premises or other property of the CITY as per Schedule A; and
 - b) liability for bodily injury or death or property damage sustained by third parties, which may arise from the activities and events of the CITY pursuant to this Agreement, up to such limits as are sufficient to cover their respective obligations to indemnify from claims;

but such insurance and any payment of the proceeds thereof to the CITY shall not relieve the TENANT of its obligations to repair, restore and maintain the Premises.

- (2) Without limiting the generality of the foregoing the TENANT shall carry at its own expense insurance in its own name insuring against the risk of damage to the TENANT's property within the Premises caused by fire or other perils and the policy shall provide for coverage on a replacement cost basis to protect the Buildings and the TENANT's equipment, Trade Fixtures, decorations and improvements.
- (3) The TENANT shall carry at its own expense, comprehensive general liability and property damage insurance against claims for personal injury or death and property damage or loss arising out of the operations of the TENANT on the Premises, including TENANT Events, in an amount of not less than Two Million Dollars (\$2,000,000.00) per occurrence in which policy the CITY shall be an Additional Named insured and the policy shall include a cross-liability endorsement protecting the CITY against claims as if it were separately insured. The insurance shall also contain a waiver of subrogation rights against the CITY and against those for whom it is in law responsible. The insurance shall contain a clause that it will not be cancelled or changed without the CITY first having received not less than sixty (60) days written notice of such cancellation or change.
- (4) The TENANT shall provide the CITY with a current copy of the Certificates of Insurance at least annually, upon any renewal of same and at any other time at the request of the CITY.

15. **Indemnity**

- a) The TENANT waives, releases, discharges and indemnifies the CITY from and against all rights, claims, demands or actions of whatsoever kind or nature, direct or indirect, of any person whether in respect of damage to person or property arising out of or occasioned by the construction, maintenance, use or occupancy of the Premises from any cause whatsoever and whether or not such rights, claims, demands or actions arise through the negligence or other fault of the CITY, its servants, agents, employees, invitees, TENANTS or contractors. The TENANT agrees to look solely to its insurers in the event of loss whether the insurance coverage is sufficient to fully reimburse the TENANT for the loss or not.
- b) The TENANT further covenants to indemnify and save harmless the CITY with respect to any encumbrance on or damage to the Premises or the Corporation of the City of Kawartha Lakes occasioned by or arising from the act, omission, default, or negligence of the TENANT, its officers, agents, servants, employees, contractors, customers, invitees or TENANTS.
- c) The foregoing indemnities shall survive the termination of this License notwithstanding any provisions of this License to the contrary.

16. **Acts of Default and CITY's Remedies**

- (1) An "Act of Default" has occurred when:
 - a) The TENANT has breached its covenants or failed to perform any of its obligations under this Agreement; and
 - i) the CITY has given fifteen (15) days notice, or such longer period as the CITY may determine in its sole discretion,

specifying the nature of the default and the steps required to correct it; and,

- ii) The TENANT has failed to correct the default as required by the notice;
- b) The TENANT has;
- i) become bankrupt or insolvent or made an assignment for the benefit of creditors;
 - ii) had its property seized or attached in satisfaction of a judgment;
 - iii) had a receiver appointed;
 - iv) committed any act or neglected to do anything with the result that a Construction Lien or other encumbrance is registered against the CITY's property;
 - v) without the consent of the CITY, made or entered into an agreement to make a sale of its assets to which the Bulk Sales Act applies;
 - vi) taken action if the TENANT is a corporation, with a view to winding up, dissolution or liquidation;
- c) any insurance policy is cancelled or not renewed by reason of the use or occupation of the Premises, or by reason of non-payment of premiums;
- d) the Premises;
- i) become vacant or remain unoccupied by the TENANT for a period of one hundred and eighty (180) consecutive days; or
 - ii) is used by any other person or persons, or for any other purpose than as provided for in this License without the written consent of the CITY.
- (2) When an Act of Default on the part of the TENANT has occurred:
- a) the CITY shall have the right to terminate this Agreement.
- (3) If, because an Act of Default has occurred, the CITY exercises its right to terminate this Agreement prior to the end of the Term, the TENANT shall nevertheless be liable for payment of the License Fee and all additional fees and all other amounts payable by the TENANT in accordance with the provisions of this Agreement.
- (4) If, when an Act of Default has occurred, the CITY chooses not to terminate the License, the CITY shall have the right to take any and all necessary steps to rectify any or all Acts of Default of the TENANT and to charge the costs of such to the TENANT.
- (5) If, when an Act of Default has occurred, the CITY chooses to waive its right to exercise the remedies available to it under this Agreement or at law, the waiver shall not constitute condonation of the Act of Default, nor shall the waiver be pleaded as an estoppel against the CITY to prevent its exercising its remedies with respect to a subsequent Act of Default. No covenant, term, or condition of the License shall be deemed to have been waived by the CITY unless the waiver is in writing and signed by the CITY.

17. **Termination Upon Notice and at End of Term**

- (1) If, in the unlikely event that the CITY finds it necessary at any time to remodel, demolish, sell or change the land use of the Premises or any part thereof, to an extent that renders continued possession by the TENANT impracticable, the TENANT shall, upon receiving five hundred and forty-five (545) clear days' written notice from the CITY, representing not less than one and one half years notice:
 - a) surrender the License, including any unexpired remainder of the Term; and
 - b) vacate the Premises.
- (2) In the event that the entire or any portion of the Premises are expropriated, this Agreement shall be cancelled without further recourse by either party against the other. The CITY and the TENANT may exercise fully all rights, remedies and claims from compensation which each may have under applicable legislation. The CITY and the TENANT shall inform each other fully of the claims for compensation made by each of them in the event of any expropriation, shall not claim compensation on any basis inconsistent with this Agreement, and shall afford reasonable co-operation to each other in the prosecution of any property separate claim.
- (3) In the event of the permanent closure of the Premises for any reason whatsoever and made in the sole discretion of the CITY, acting reasonably, the CITY shall have the right to terminate this Agreement by giving written notice to the TENANT in which case the License shall be cancelled without further recourse by either party against the other. The CITY and the TENANT may exercise fully at their rights, remedies and claims for compensation which each may have as a result of the closing of the Premises. The CITY and the TENANT shall inform each other fully, in writing, of the claims for compensation made by each of them in the event of the Premises being closed, shall not claim compensation on any basis inconsistent with this License and shall afford reasonable co-operation to each other in the prosecution of any property separate claim.
- (4) If the TENANT is not in default of its obligations pursuant to this Agreement, at the expiration of the Term or any renewal period, or upon earlier determination of the Term, the TENANT has the right to remove, at its sole cost, all Trade Fixtures on the Premises. The TENANT agrees to restore the Premises upon which the removed Trade Fixtures were located, to a state of repair satisfactory to the CITY within six (6) months of the date of the termination of the Term.
- (5) If the TENANT remains in possession of the Premises after termination of the License as aforesaid and if the CITY then accepts License Fees for the Premises from the TENANT, it is agreed that such overholding by the TENANT and acceptance of License Fees by the CITY shall create a monthly license agreement and the occupation of the Premises by the TENANT shall remain subject to all the terms and conditions of this Agreement except those regarding the Term and renewal options.

18. **Acknowledgement by TENANT**

The TENANT agrees that it will at any time or times during the Term or any renewal or extension thereof, upon being given at least forty-eight (48) hours prior written notice, execute and deliver to the CITY a statement in writing certifying:

- a) that this Agreement is unmodified and is in full force and effect (or if modified stating the modifications and confirming that the Agreement is in full force and effect as modified);
- b) the License Fee being paid;
- c) the dates to which the License Fee has been paid;
- d) other charges payable under the Agreement which have been paid;
- e) particulars of any prepayment of License Fees, and;
- f) particulars of any agreement executed by the TENANT with respect to the holding of a TENANT Event on the Premises.

19. **Subordination and Postponement**

- (1) This Agreement and all the rights of the TENANT under this Agreement are subject and subordinate to any and all charges against the land, buildings or improvements of which the Premises form a part, whether the charge is in the nature of a mortgage, trust deed, lien or any other form of charge arising from the financing or re-financing, including extensions or renewals, of the CITY's interest in the property.
- (2) Upon the request of the CITY the TENANT will execute any form required to subordinate its License and the TENANT's rights to any such charge, and will, if required, attorn to the holder of the charge.
- (3) No subordination by the TENANT shall have the effect of permitting the holder of any charge to disturb the occupation and possession of the Premises by the TENANT as long as the TENANT performs its obligations under this License.

20. **Rules and Regulations**

The TENANT agrees on behalf of itself and all persons entering the Premises with the TENANT's authority or permission to abide by such reasonable written rules and regulations that form part of this Agreement and as the CITY may make from time to time.

21. **Notice**

- (1) Any notice required or permitted to be given by one party to the other pursuant to the terms of this Agreement shall be given

To the CITY at:

The Corporation of the City of Kawartha Lakes
Attention: Clerk's Office
 26 Francis Street South
 P.O. Box 9000
 LINDSAY, Ontario K9V 5R8
 Facsimile: (705) 324-8110

To the TENANT at the Premises or at:

Manvers Township Historical Society
Attention: Kathleen Morton, President
 1480 Hwy 7A
 BETHANY, Ontario L0A 1A0
 Fax: (705) 277-2636

- (2) The above addresses may be changed at any time by giving ten (10) days written notice.
- (3) Any notice given by one party to the other in accordance with the provisions of this Agreement shall be deemed conclusively to have been received on the date delivered if the notice is served personally or sent by facsimile transmission or seventy-two (72) hours after mailing if the notice is mailed.

22. **Registration**

The TENANT hereby acknowledges and agrees that this Agreement does not create or confer on the TENANT any interest in the Premises or the Buildings, that this Agreement is personal to the TENANT and that this Agreement merely confers on the TENANT the non-exclusive right to enter onto and occupy the Premises for the Term and for the purpose of holding TENANT Events. Accordingly, the TENANT agrees that it shall not at any time register notice of or a copy of this Agreement on title to the Premises or the property of which the Premises forms part.

23. **Assignment and Transfer**

- (1) The TENANT shall not assign or transfer all or any part of its interest in this Agreement without the prior written consent of the CITY, which consent shall not be unreasonably withheld.
- (2) The consent of the CITY to any assignment or transfer of interest in this Agreement shall not operate as a waiver of the necessity for consent to any subsequent assignment or transfer.
- (3) Any consent granted by the CITY shall be conditional upon the assignee or transferee executing a written agreement directly with the CITY agreeing to be bound by all the terms of this Agreement as if the assignee or transferee had originally executed this Agreement as TENANT.
- (4) Any consent given by the CITY to any assignment or other disposition of the TENANT's interest in this Agreement shall not relieve the TENANT from its obligations under the Agreement.
- (5) If the party originally entering into this Agreement as TENANT, or any party who subsequently becomes the TENANT by way of assignment or transfer or otherwise as provided for in this Agreement, is a corporation then;
 - (a) the TENANT shall not be entitled to deal with its assets in any way that results in a change in the effective voting control of the TENANT unless the CITY first consents in writing to the proposed change;
 - (b) if any change is made in the control of the TENANT corporation without the written consent of the CITY then the CITY shall be entitled to treat this Agreement as terminated;
 - (c) the TENANT agrees to make available to the CITY or its authorized representatives the corporate books and records of the TENANT for inspection at reasonable times.

24. **Amendment**

No alteration, amendment, change or addition to this Agreement shall be binding on the CITY and/or the TENANT unless such alteration, amendment, change or addition is reduced to writing and signed by both the CITY and TENANT.

25. **Confirmation**

The parties hereto hereby confirm that this Agreement is a non-exclusive license to occupy and use the Premises only and shall not constitute a lease of the Premises and that the provisions of the *Commercial Tenancies Act* (Ontario) shall not apply hereto.

26. **Entire Agreement**

It is agreed and understood that this Agreement (including the schedules referred to herein, which are hereby incorporated by reference) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior arrangements, proposals, understandings and negotiations, both written and oral, between the parties or their predecessors with respect to the subject matter of this Agreement.

27. **General Matters of Intent and Interpretation**

- (1) Each obligation under this License is a covenant.
- (2) The headings in this Agreement are for ease of reference only and are not to be taken into account in the construction or interpretation of any provision to which they refer.
- (3) The use of the neuter singular pronoun to refer to the CITY or the TENANT is a proper reference even though the CITY or the TENANT is an individual, a partnership, a corporation or a group of two or more individuals, partnerships or corporations. The grammatical changes needed to make the provisions of this Agreement apply in the plural sense when there is more than one CITY or TENANT and to corporations, associations, partnerships or individuals, males or females, are implied.
- (4) Whenever a statement or provision in this Agreement is followed by words denoting including or example (such as "including" or "such as") and there is a list of, or reference to, specific matters or items, such list or reference shall not be read so as to limit to restrict the generality of such statement or provision, even though words such as "without limitation" or "without limiting the generality of the foregoing" do not precede such list of reference.
- (5) If a part of this Agreement or the applications of it to a person or circumstance, is to any extent held or rendered invalid, unenforceable or illegal, that part:
 - (a) is independent of the remainder of the Agreement and is severable from it, and its invalidity, unenforceability or illegality does not affect, impair or invalidate the remainder of this Agreement; and
 - (b) continues in all circumstances except those as to which it has been held or rendered invalid, unenforceable or illegal.
- (6) This Agreement will be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- (7) Time is of the essence of this Agreement.
- (8) To the extent that liability exists at the time of expiry or earlier surrender or termination of this Agreement, the covenant(s) from which such liability is derived shall survive such expiry or earlier surrender or termination.

28. **Force Majeure**

Except for any obligation to pay money, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labour shortage or dispute, governmental act or failure of the Internet, provided that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to correct promptly such failure or delay in performance.

29. **Compliance With Laws**


The TENANT agrees to obtain all necessary permits and licenses required to occupy and carry on the TENANT Events in and from the Premises, and agrees to comply with all lawfully enacted statutes, regulations and by-laws of the Province of Ontario, the Government of Canada, and the CITY, as such may from time to time apply to the TENANT, or the TENANT Events.

30. **Successors**

The rights and obligations under this Agreement extend to and bind the parties and their respective successors and permitted assigns.

DATED at _____, this 5th day of May, 2012

**THE CORPORATION OF THE CITY OF
KAWARTHA LAKES**

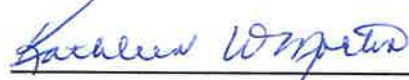
PER: 
Kevin Williams:
Director of Community Services:

(I/We have authority to bind the Corporation)

We hereby accept the above Agreement on the terms and conditions contained therein

DATED at _____, this 5th day of May, 2012

MANVERS TOWNSHIP HISTORICAL SOCIETY

PER: 
Kathleen Morton:
President:

(I/We have authority to bind the Corporation)

SCHEDULE "A"

Buildings

Pontypool Grain Elevator