



FACILITY LICENSE AGREEMENT

THIS AGREEMENT made in duplicate this 11th day of July, 2022.

B E T W E E N:

BOYS AND GIRLS CLUB OF LONDON,
hereinafter called the “**BGC London**” or the “**Licensee**”
OF THE FIRST PART,

and

MUNICIPALITY OF THAMES CENTRE,
hereinafter called the “**MUNICIPALITY**”
OF THE SECOND PART.

The following recitals form the basis for this Agreement and are made a material part thereof:

WHEREAS the Municipality is the owner and operator of the Thorndale Lions Community Centre located at 265 Upper Queen Street, Thorndale, Ontario (hereinafter referred to as the “**TLCC**”);

AND WHEREAS the Municipality is the owner and operator of Thorndale Park located at 265 Upper Queen Street, Thorndale, Ontario;

AND WHEREAS BGC London is a community organization that provides activities and services for children & youth and has agreed to provide youth focused drop-in programming services at the TLCC subject to the terms and conditions set out in this License Agreement (referred to as the “**Youth Programming**”);

AND WHEREAS BGC London will be permitted to book space(s) at the TLCC and at Thorndale Park, for the purposes of providing youth drop in and registered programming;

AND WHEREAS BGC London represents that it has the skill, trained personnel, knowledge and resources as it relates to operating children and youth focused programming services;

AND WHEREAS the Municipality grants BGC London a non-exclusive License to utilize space(s) at the TLCC and at Thorndale Park, subject to the terms, covenants and conditions set out in this License Agreement;

AND WHEREAS the Parties agree and understand that space will be booked for both youth programming and youth drop in activities that are run, operated, managed and overseen by BGC London;

AND WHEREAS BGC London has all the necessary and appropriate permits, licenses, insurance and any other approvals required by any Federal, Provincial and/or Municipal governmental body, authority, and/or agency (collectively referred to as “**Applicable Laws**”);

NOW THEREFORE THIS INDENTURE WITNESSETH that, in consideration of the mutual agreements of the Parties and in consideration of Ten (\$10.00) dollars now paid by each of the Parties to the other, the receipt and sufficiency of which consideration is hereby acknowledged, the parties agree with each other as follows:

SERVICES

1. The Licensee shall offer Youth Programming, at the TLCC and at Thorndale Park, at the times agreed by the Parties and as set out in this License Agreement. Programming offered will compliment (not compete with) programs offered by the Municipality. Times may be amended at the sole and absolute discretion of the Municipality, acting reasonably upon providing fifteen (15) written days' notice to the BGC London.

TERM

2. This License Agreement shall be in force for a trial period of five (5) months starting on August 1, 2022 and continuing until December 31, 2022 subject to the renewal provisions set out in paragraph 4 below unless terminated prior thereto in accordance with the terms of this Agreement (the "Initial Term").
3. Provided the Licensee is not in default under this Agreement, both parties can negotiate a mutually agreed upon contract extension towards the end of the initial term.
4. Either Party may terminate this Agreement upon providing the other with sixty (60) days written notice of its intention to terminate the Agreement.

GRANT OF LICENSE

5. Subject to the terms and conditions of this agreement, the Municipality grants to the Licensee a non-exclusive license to book space at TLCC and Thorndale Park, subject to the terms and conditions of this Agreement, and provided that the Licensee is in compliance with Applicable Laws, for the sole purposes of operating Youth Programming within the days/times set out in this License Agreement during the term of this Agreement.
6. The Municipality agrees to provide booked space(s) at TLCC and the Thorndale Park, free of charge, to BCG London, for the term of this agreement, under the following stipulations:
 - Bookings must be requested a minimum of 2 business days before the desired time, and will only be considered if that time is not already booked for any other event (whether a municipal drop-in program, Senior Centre program, private booking, or otherwise)
 - A maximum of 12 hours total hours per week on weekdays at the TLCC (booking meeting room 1 from 4-7pm and the gymnasium from 5-7pm on the same day will count as 5 hours booked for the week)
 - A maximum of 10 total hours per week on weekends at the TLCC, with weekends being from 6pm Friday to 10pm Sunday.
 - A maximum of once per month, the above weekly hour maximums will be doubled to allow for special events and programming.
 - No maximum weekly hours for Thorndale Park-related bookings, with most of these potential bookings not being for baseball diamonds nor soccer fields
 - All bookings and cancellations must be made in writing (via e-mail) to Community Services Administrative Assistant, with cancellations providing less than 72 hours notice still counting towards maximum free booking hours for that week.

Any bookings above/beyond the above weekly limits will be charged the standard fee as per the Municipal Fees and Charges By-law.

7. In the event that at any time a space booked by BCG for this programming is required for the exclusive use of the Municipality, or for purposes deemed by the Municipality (in accordance with past practice) written notification shall be promptly provided to the Licensee and the Licensee shall not use the booked space(s) on the specified day. The Municipality shall provide the Licensee with no less than two weeks written notice, unless it is for purposes that the Municipality deems to be an emergency in which case the Municipality shall provide as much

notice as reasonably possible in the circumstances. The Municipality will endeavor at all times not to disrupt the services provided by BGC London in booked space(s).

8. The Municipality and all persons authorized by it shall have the right at any time to enter the booked space(s) for any purpose, and entry shall be deemed not to be an interference with the Licensee and the Licensee's privileges granted by this Agreement.

USE OF BOOKED SPACE(S)

9. The BGC London covenants and agrees to use booked space(s) for the following purposes:
 - a. To establish a monthly youth drop-in schedule that shall be to the satisfaction of the Municipality, acting reasonably, clearly identifying and setting out the times and dates during the month that BGC London will operate as a youth drop-in centre and offer the Youth Programming services;
 - b. To provide the monthly drop-in schedules relating to the Youth Programming services required in 9(a) above in writing to the Municipality a minimum of thirty (30) days prior to the scheduled start date;
 - c. To post the drop-in schedule for the Youth Programming services on BGC London's website and/or social media and to provide electronic version to Thames Centre to post and share on their platforms at the same time, a minimum of three (3) weeks prior to the scheduled start date;
 - d. On days when Youth Programming is available to the public, BGC London shall ensure that the Youth Programming services are available for a minimum of two (2) consecutive hours at a time commencing no earlier than 2:00 p.m. and ending no later than 10:00 p.m. Monday through to Friday and commencing no earlier than 9:00 a.m. and ending no later than 10:00 p.m. on Saturday's and/or Sundays;
 - e. Provide staffing, program materials and supplies required to support the Youth Programming services;
 - f. To leave booked space(s) in a condition similar to which it was provided, with nothing left behind in the ways of materials, equipment, etc., unless approved by the Director of Community Services & Facilities;
 - g. Notify the Municipality immediately in writing of any changes to the monthly schedule and such changes shall be approved by the Municipality in writing, acting reasonably; and
 - h. To provide the appropriate insurance in the amount and manner set out in this License Agreement.

MUNICIPAL OBLIGATIONS

10. The Municipality covenants and agrees as follows:
 - a. Provide access to the booked space(s) for the purposes of providing the Youth Programming services which includes a youth drop-in centre in addition to the Registered Programming as set out in the monthly schedule noted in section 9(a) above;

- b. To, in a timely and reasonable manner, make any repairs to booked space(s) when required and upon giving written notice to the Licensee to make good any defect or repair to booked space(s);
- c. To pay for all utilities (hydro, gas & water) used by the Licensee directly related to the operation of booked space(s);
- d. To provide heat and air conditioning and to repair and maintain all HVAC equipment in good working order for booked space(s) at the TLCC;
- e. Provide janitorial services of booked space(s), before and after bookings;
- f. To maintain adequate insurance on the Property in accordance with the Landlord's general standards as they apply to similar buildings located throughout the Municipality of Thames Centre.

COMMERCIAL GENERAL LIABILITY INSURANCE

11. BGC London shall maintain in force and effect for the Term of this License Agreement, including any Renewal Term, insurance in the following form:

- a. comprehensive general liability insurance against claims for personal injury, death or property damage or loss arising in connection with BGC London's operation of the Youth Programming services in the TLCC and at Thorndale Park;
- b. such insurance shall provide primary coverage to the Municipality as an additional insured;
- a. A limit of liability of not less than \$5,000,000/occurrence with an aggregate of not less than \$6,000,000;
- c. such insurance shall include a cross-liability clause protecting the Municipality against claims by BGC London as if the Municipality was separately insured;
- d. such insurance shall provide coverage which shall continue for the term of this License Agreement, including any renewal term; and
- e. such insurance shall contain a clause that the insurer will not lapse, cancel or change or refuse to renew the insurance without first giving the Municipality a minimum of sixty (60) days' prior written notice;

12. Forthwith after the execution of this License Agreement, BGC London shall provide the Municipality with evidence of the insurance to be provided as required in section 11 in the form of a certificate or certificates of insurance issued by an authorized agent of the insurer on the face of which certificate shall be the following endorsement:

The insurance evidenced by this certificate satisfies the insurance requirements of this Agreement dated July 11, 2022 between the Municipality of Thames Centre and BGC London.

13. Immediately after the execution of this License Agreement and no later than five (5) business days, BGC London shall provide to the Municipality a copy of a valid Clearance Certificate from the Workplace Safety & Insurance Board.

INDEMNIFICATION

14. Each party shall indemnify and save the other party harmless from and against all losses, damages, claims, suits, costs, or liabilities which the other party may suffer or incur as a result of the breach by it of any provision of this agreement or as a result, directly or indirectly, of its wrongful acts, omissions or negligence or those of its employees, agents or contractors.

NOTICES

15. All notices, or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given or made if delivered personally or by messenger or delivered by mail and addressed to the address of the intended recipient(s) at the following addresses:

To the **Municipality:**

Steve MacDonald, Director of Community Services & Facilities
P.O. Box 209
4305 Hamilton Road.
Dorchester, ONTARIO, N0L 1G3
Email: smacdonald@thamescentre.on.ca

To **BGC London:**

Arden McClean, Manager of Program Services, Child & Youth
184 Horton Street East
London, ONTARIO, N6B 1K8
E-mail: amcclean@bgclondon.ca

Delivery by mail shall be deemed to have been effected five (5) business days following the date of mailing.

Either party may change its address by giving notice in writing stating its new address to the other party.

SUPERVENING EVENTS

16. Neither party shall be liable for delay or failure in performance resulting from acts beyond the control of that party, including, but not limited to the acts of God, acts of war, riot, fire, flood, or other disasters, acts of government, strike, lock-out, pandemic, communication line or power failures, failure, inoperability or destruction of the booked areas (unless by reason of the negligent party to this Agreement).

ARBITRATION

17. Any and all disputes arising between the Parties hereunder shall be referred to the arbitration of three arbitrators, one to be nominated by the Licensee, one to be nominated by the Municipality, and the third to be appointed by the two so nominated before the reference is proceeded with and the decision of any two of the arbitrators shall be binding. A submission made under this paragraph shall be deemed to be a submission to arbitration within the provisions of the *Arbitration Act, 1991* (Ontario). The arbitrator(s) shall be instructed that time is of the essence in proceeding with the determination of any dispute and, in any event, the arbitration award must be rendered with sixty (60) days of the submission of such dispute to arbitration, or such other period as the Parties may agree.

GENERAL PROVISIONS

18. It is hereby mutually agreed between the Licensee and the BGC London that any general repairs necessary to the booked space(s) that are agreed by the Licensee and Municipality in writing to be undertaken at the expense of the Licensee and must have the prior written approval of the Municipality;

19. It is hereby mutually agreed between the Licensee and the Municipality that:

- a. No waiver of any of the provisions contained in this License Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be construed as further or continuing waiver of any such provision or as a waiver of any provision contained in this License Agreement;
- b. Nothing contained herein shall be construed by the Parties hereto nor by any third party as creating the relationship of principal and agent or of a partnership or of a joint venture between the Parties hereto.
- c. This License Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter of this License Agreement and supersedes all prior agreements, representations, warranties, negotiations, discussions and understandings, whether oral or written, express or implied, with respect to the subject matter of this Agreement. Time is and shall continue to be of the essence;
- d. The invalidity of any provision of this Agreement or any covenant herein contained on the part of any party shall not affect the validity of any other provisions or covenant hereof or herein contained;
- e. This Agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated, in all respects, as an Ontario contract. The Parties hereto irrevocably attorn to the exclusive jurisdiction of courts located in London, Ontario, Canada;
- f. Notwithstanding anything contained in this Agreement, neither party shall be liable to any other party for any lost profits, lost revenues or, failure to realize expected savings even if informed of the possibility thereof in advance;
- g. No waiver of a breach of any of the covenants of this Agreement shall be construed to be a waiver of any succeeding breach of the same or any other covenant;
- h. The Municipality at all reasonable times, may enter upon and view the state of repair of the booked space(s) and the Licensee agrees to comply with all reasonable requirements of the Municipality with regard to the care, maintenance, and repair thereof, to the extent that the Licensee is responsible under this Agreement for such care, maintenance and repair;
- i. At all times during its use of the booked space(s) the Licensee shall comply with all of the Municipality's applicable by-laws, rules, policies and guidelines in addition to any applicable Provincial or Federal laws, regulations, policies, guidelines and directives that in any manner relate to or affect the booked space(s) and the use of the booked space(s) by the Licensee for the purposes set out in this Agreement;
- j. The Licensee shall not assign this Agreement or sublet the booked space(s) without obtaining the prior written consent of the Municipality and such consent may be arbitrarily withheld by the Municipality;
- k. All of the provisions of this Agreement are to be construed as covenants and agreements as though words importing such covenants and agreements were used in each separate paragraph hereof, and all such provisions shall be binding upon and ensure to the benefit of the parties hereto and their respective successors and assigns.

