



FACILITY LICENSE AGREEMENT

THIS AGREEMENT made in duplicate this 12th day of July, 2021.

B E T W E E N: **DORCHESTER COOPERATIVE NURSERY SCHOOL**,
hereinafter called the "**DORCHESTER COOPERATIVE
NURSERY SCHOOL**"

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:

- (a) The **Municipality** is the owner of the Flightexec Centre located 2066 Dorchester Road (the "Facility")
- (b) The **Municipality** is committed to promoting community inclusion and public service in Thames Centre;

NOW THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

WHEREAS **Dorchester Cooperative Nursery School** is desirous of leasing the facilities described as the Day Care Centre Room (1400 square feet) as identified on Schedule "A" attached hereto and forming a part of this agreement, in the Flightexec Centre located at 2066 Dorchester Road, Dorchester Ontario;

AND WHEREAS the **Municipality** is agreeable to the renting of the said facilities to on the following terms and conditions, namely:

1. **TERM**

- (a) The lease term shall be Five (5) Years with the option to renew at the Municipalities discretion upon expiry of this term. The Lease will commence September 1, 2021. **Dorchester Cooperative Nursery School** agrees to pay a rental fee over a ten (10) month period (September – June). The monthly rate of \$822.65 shall be paid from September 1, 2021 to December 31, 2021 (plus HST) for the use of the Day Care Centre Room under the terms and conditions set out in this agreement and will be subject to yearly review by Council and will be adjusted in accordance with the Consumer Price Index on an annual basis for each of the five (5) years of the Lease. Adjustments shall be effective January 1st each year of the Lease.

(b) **CONDITIONS**

- i. **DORCHESTER COOPERATIVE NURSERY SCHOOL** shall be responsible to supply all equipment necessary to operate their facilities and must receive approval from the **Municipality** prior to installation of any equipment in the Flight Exec Centre. **DORCHESTER COOPERATIVE NURSERY SCHOOL** shall assume the full risk and responsibility for any loss or damage to the Municipalities facility and **DORCHESTER COOPERATIVE NURSERY SCHOOL** owned equipment.
- ii. Any and all renovations within the facility leased by **DORCHESTER COOPERATIVE NURSERY SCHOOL** shall be at the cost and responsibility of **DORCHESTER COOPERATIVE NURSERY SCHOOL** and shall require written approval from the **Municipality**.
- iii. Maintenance and janitorial requirements of the Dorchester Day Care Centre Room and repairs to any damage is the responsibility of the **DORCHESTER COOPERATIVE NURSERY SCHOOL**.

- iv. **DORCHESTER COOPERATIVE NURSERY SCHOOL** shall at its own expense provide the **Municipality** a comprehensive general liability insurance policy in an amount of not less than five million Canadian dollars, naming The Municipality of Thames Centre as an additional insured. The insurance shall be maintained during the term of this agreement and shall insure both **DORCHESTER COOPERATIVE NURSERY SCHOOL** and the **Municipality**.
- v. **DORCHESTER COOPERATIVE NURSERY SCHOOL** shall be held liable and responsible for the costs and repairing or making good any damage or marring of the Day Care Centre Room caused by him/her or his/her agents in fulfilling the terms of this contract, and shall at all times leave the leased premise areas clean and tidy.
- vi. **DORCHESTER COOPERATIVE NURSERY SCHOOL** shall assume all risk of loss, damage or injury to his property, or to the persons or property of her/his servants, agents or employees.
- vii. **DORCHESTER COOPERATIVE NURSERY SCHOOL** shall indemnify and save harmless Thames Centre from any and all liability whatsoever and against any and all actions, damages, liens, claims and demands of every nature and kind arising out of the performance by **DORCHESTER COOPERATIVE NURSERY SCHOOL** or her/his employees, officers or agents of this agreement.
- viii. **DORCHESTER COOPERATIVE NURSERY SCHOOL** shall at its expense provide any necessary leasehold improvements, only upon written approval from the **Municipality**.
- ix. **DORCHESTER COOPERATIVE NURSERY SCHOOL** shall secure all necessary licenses and permits and be solely responsible for observing and complying with all provisions of Federal, Provincial and local regulations relating to any leasehold improvements.
- x. **DORCHESTER COOPERATIVE NURSERY SCHOOL** shall not assign, lease sublet or otherwise delegate the Agreement without written consent of the **Municipality**.
- xi. **DORCHESTER COOPERATIVE NURSERY SCHOOL** shall make monthly payments to the **Municipality**, due the 1st of each month.
- xii. The **Municipality** shall not be held liable to **DORCHESTER COOPERATIVE NURSERY SCHOOL** for any damage or loss occasioned by the lack of heat, gas, power, or water.
- xiii. Failure to comply with the terms of this Agreement may lead to its termination by the **Municipality**.

(c) NATURE OF RIGHTS

It is hereby acknowledged by **DORCHESTER COOPERATIVE NURSERY SCHOOL** that this Agreement provides for and is for the sole purpose of the lease of the Day Care Centre Room and does not provide for any other benefits or provisions to the **DORCHESTER COOPERATIVE NURSERY SCHOOL**.

(d) TERMINATION

This Agreement may be terminated by the **Municipality** on Thirty (30) days' written notice to the **DORCHESTER COOPERATIVE NURSERY SCHOOL**, provided that the default has not been rectified within that time, if:

- i. **DORCHESTER COOPERATIVE NURSERY SCHOOL** are in default in payment of any amount set forth on Schedule A hereto on the due date for payment thereof;
- ii. a change occurs in the ownership or business practice of the **DORCHESTER COOPERATIVE NURSERY SCHOOL**, or **DORCHESTER COOPERATIVE NURSERY SCHOOL** or any of its officers or directors commits any act, which, in the reasonable and good faith opinion of the **Municipality**, is likely to compromise or reflect unfavourably on the reputation and good name of the Municipality; or
- iii. **DORCHESTER COOPERATIVE NURSERY SCHOOL** ceases or threatens to

cease carrying on its business, passes a resolution or files an application for its winding up or liquidation, becomes insolvent or makes a general assignment for the benefit of its creditors or a proposal under the Bankruptcy and Insolvency Act or commences any proceedings under creditors arrangements legislation.

5. **INDEMNIFICATION**

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.

6. **RELATIONSHIP**

Neither party shall be or become the agent of the other party for any purpose in connection herewith. **DORCHESTER COOPERATIVE NURSERY SCHOOL** shall not be liable for the **Municipality's** acts or omissions. This is not a franchise agreement and does not create a partnership or joint venture. Nothing herein contained shall be construed to give **DORCHESTER COOPERATIVE NURSERY SCHOOL** any control over or responsibility for the operation of the Facilities or any part or aspect thereof.

7. **NO ASSIGNMENT**

DORCHESTER COOPERATIVE NURSERY SCHOOL shall not transfer or assign its rights or obligations under this Agreement without the express written consent of the **Municipality**, which consent may be arbitrarily withheld.

8. **NOTICES**

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**:

4305 Hamilton Road.
Dorchester, ONTARIO, N0L 1G3

To **DORCHESTER COOPERATIVE NURSERY SCHOOL**:

C/O Carissa McNeill
2553 Dundas Street
London, ONTARIO, N5V 3E1

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.

9. **NON-WAIVER**

No delay or omission of any party to exercise rights or powers under this Agreement shall impair any such right or power or shall be construed to be a waiver of any default or acquiescence therein. No waiver of any default shall be construed, taken, or held to be a waiver of any other default, or waiver, acquiescence in, or consent to any further or succeeding default of the same nature.

10. **APPLICABLE LAW**

This Agreement shall be interpreted pursuant to the laws of the Province of Ontario. Any actions concerning interpretation or enforcement of this Agreement shall be brought in the Ontario Superior Court of Justice at London, Ontario.

11. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties and supersedes any prior understandings and written and oral agreements between them respecting the subject matter of this Agreement. There are no representations, agreements, arrangements or understandings between the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement.

IN WITNESS WHEREOF the said parties have hereunto set their hands and seals duly attested by their proper officers in that behalf.

SIGNED, SEALED AND DELIVERED

In the Presence of

[Redacted]

Witness

The MUNICIPALITY OF THAMES CENTRE

[Redacted]

Mayor, Alison Warwick

[Redacted]

Clerk, Tena Michiels

DORCHESTER COOPERATIVE NURSERY SCHOOL.

[Redacted]

Licensee, Carissa McNeill