

AGREEMENT

THIS AGREEMENT made this 13th day of December, 2021

B E T W E E N:

THE CORPORATION OF THE TOWNSHIP OF BROCK

Hereinafter called the Party

OF THE FIRST PART

AND

FLOYD HALES FISH HUTS

(W. T. Vieveen Investments Ltd.)

Hereinafter called the Party

OF THE SECOND PART

The Party of the First Part, as owner, hereby agrees that the west side of Beaverton Harbour Park, adjacent to the pier, may be used by the Party of the Second Part for the purpose of a fish hut operation during the 2021-2022 fishing season, subject to the following terms and conditions and at no expense to the Party of the First Part:

- (1) The Party of the Second Part agrees to pay the Party of the First Part, the sum of Seven Hundred and Sixty-Five Dollars (\$765.00) (H.S.T. applicable) for the use of the Beaverton Harbour as referenced above from December 1, 2021 to March 31, 2022.
- (2) The Party of the Second Part agrees to have all his equipment and building(s) removed from the site by April 1, 2022.
- (3) The Party of the Second Part agrees to maintain the access ramp through the placement of gravel from time to time.
- (4) The Party of the Second agrees that the parking of vehicles within the Beaverton Harbour Park shall be expressly prohibited.
- (5) The Party of the Second Part agrees to be responsible for the maintenance of his own waste disposal containers.
- (6) The Party of the Second Part agrees to leave the area in a clean and tidy condition at such time as the fishing operation of the Party of the Second Part ceases for the season.
- (7) Notwithstanding clause (6), the Party of the Second Part shall be held financially responsible for any damages, howsoever caused, the assessment of such being in the Party of First Part's sole discretion.

WITNESS the hands and seals of both parties to this agreement.

THE CORPORATION OF THE
TOWNSHIP OF BROCK

FLOYD HALES FISH HUTS

MAYOR
John Grant



WILLIAM VIEVEEN

CLERK/DEPUTY CAO
Fernando Lamanna

LEASE LIABILITY AGREEMENT

B E T W E E N:

FLOYD HALES FISH HUTS

(W.T. Vieveen Investments Ltd.)
P.O. Box 449
Beaverton, Ontario, L0K 1A0

Hereinafter called the "LESSEE"

OF THE FIRST PART

AND

THE CORPORATION OF THE TOWNSHIP OF BROCK

Hereinafter called the "MUNICIPALITY"

OF THE SECOND PART

RE: LEASE – west side of Beaverton Harbour Park adjacent to the pier for the purpose of a fish hut operation during the 2021-2022 fishing season.

In consideration of the granting of the above-mentioned lease which is hereby acknowledged, the Lessee does for himself, his heirs, executors, administrators, successors and assigns, agree to indemnify and hold harmless the Municipality and its affiliates, divisions, subsidiaries, predecessors, successors, assigns, agents, servants, employees, officers and directors of and from all claims, demands, losses, costs, damages, causes of action of every kind, known or unknown, howsoever arising, including, and without restricting the generality of the foregoing, all claims arising out of or attributable to the Lessee's performance of the above-mentioned lease, providing that such claims, demands, losses, costs, damages, causes of action of every kind, known or unknown, howsoever arising, are:

- (a) Attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of tangible property, and
- (b) Caused by a negligent act or omission of the Lessee or any other person or legal entity of any kind for whose acts he may be liable.

The obligation of the Lessee under this agreement shall apply only to the extent that such claims, demands, losses, costs, damages, causes of action of every kind, known or unknown, do not arise out of a negligent act or omission of the Municipality, their agents and employees.

WITNESS the Corporate Seal of the Municipality of the Lessee (or personally by the Lessee if not incorporated) under the hands of their proper signing officers in that behalf this 13th day of December, 2020.

THE CORPORATION OF THE
TOWNSHIP OF BROCK

FLOYD HALES FISH HUTS

MAYOR
John Grant



WILLIAM VIEVEEN

CLERK/DEPUTY CAO
Fernando Lamanna