

## LICENSE AGREEMENT

THIS LICENSE effectively dated the \_\_\_\_\_ day of \_\_\_\_\_, 2024

BETWEEN

### **THE CORPORATION OF THE TOWN OF GEORGINA**

Hereinafter called "the Licensor"

AND

### **YORK SIMCOE ASTRONOMERS CLUB**

Hereinafter called "the Licensee"

WHEREAS The Corporation of the Town of Georgina is the owner of certain lands known as Pt. Lot 22, Con 3 RS65R14638 Part 1, Town of Georgina (hereinafter referred to as the "Town lands") on which the Keswick Cemetery is located;

AND WHEREAS the parties wish to enter into a license agreement for the Licensee's use of part of the Town lands for activities for a club they have formed known as York Simcoe Amateur Astronomers Club;

NOW THEREFORE in consideration of the covenants and obligations herein, the sufficiency of which is acknowledged, the parties hereto agree as follows:

#### 1. Licensor

- (i) The Licensor grants to the Licensee the use of a certain part of the Town lands consisting of 20 acres and as more particularly shown in Schedule "A" hereto outlined in red (hereinafter referred to as "the designated area") for the purposes of the Licensee's activities, subject to the terms and conditions in the herein agreement including the payment of the fees set out in this license, for the term of approximately five (5) years commencing on the effective date of this agreement and ending the 30th day of June, 2028.
- (ii) The Licensor permits the Licensee, its servants, guests, agents and invitees to enter and leave the designated area through use of the access driveway as indicated on Schedule "A" hereto for the purposes listed in the York Simcoe Amateur Astronomers Club functions subject to any regulations and security

precautions as may exist or as may be established or revised from time to time at its sole discretion.

- (iii) To Licensors grants to the Licensee the use the designated area, and any permitted structure thereon, for the purposes of the York Simcoe Amateur Astronomers Club which purposes are outlined in Schedule "B" hereto and for no other purpose.

2) Licensee's Covenants:

The Licensee covenants with the Licensor as follows:

- i. **To pay fees:** To pay to the Licensor, on or before July 1, 2024 and on or before the first day of May for any subsequent year in which this agreement continues, the sum of ONE DOLLAR (\$1.00), all to be paid without any prior demand for them at the office of the Town Clerk at the Town of Georgina Civic Centre, 26557 Civic Centre Road, Keswick, Ontario.
- ii. Any construction or other work done by the Licensee in the designated area shall be subject to the direction and regulation of the Licensor and, where applicable, the Chief Building Official of the Town of Georgina.
- iii. **Removal of liens:** The Licensee shall procure, at its own cost, the immediate removal of any and all construction liens, encumbrances, orders or judgments against the Town lands or any part of them, or against the Licensor, arising in connection with the work performed, materials furnished or obligations incurred by the Licensee on any part or whole of the Town lands.
- iv. **Securing approval:** The Licensee shall secure prior written approval from the Building Department of the Town of Georgina and any other governmental authority having jurisdiction, and shall comply with the Ontario Building Code, if applicable, to the construction and/or placement of any structure on the designated area. The Licensor reserves the right to demand that any structure constructed or placed on the designated area be removed by the Licensee within five (5) days' written notice by the Licensor at the Licensee's sole expense despite any approval having been granted for the placement of same.
- v. **To observe and perform terms and provisions:** The Licensee shall comply with the terms and provisions of this agreement which shall be and are binding upon it and not do or suffer to be done anything contrary to any term or provision of this agreement.

- vi. **Restrictions on use:** The Licensee shall not use the designated area except in accordance with the purposes of the York Simcoe Amateur Astronomers Club as found in Schedule "B" hereto and for specific planned events that have received approval of the Licensors during the currency of this agreement. Additionally, the Licensee shall not use the designated area at any other time as may be demanded by the Licensors on 24 hours' written notice to the Licensee.
- vii. **Nuisance:** Nothing shall be done, omitted, or permitted by the Licensee in the designated area or any structure thereon, or on the Town lands which shall be or result in a nuisance.
- viii. **Maintenance and repairs:** The Licensee shall maintain the designated area and any of its structures thereon in good and attractive condition in accordance with the directions of the Licensors. Without limited the generality of the foregoing, such maintenance shall include:
  - a. removing garbage;
  - b. keeping any of the Licensee's or structures painted (if applicable) and in good repair;
- x. **Storage:**
  - i. The Licensee shall not store any goods or merchandise in the designated area or in any structure thereon without the written consent of the Licensors.
  - ii. The Licensee covenants and agrees that in no event shall the Licensors be held responsible for the safety or security of any of the Licensee's structures, or the contents thereof, or any property of the Licensee or its servants, agents or invitees, and the Licensee assumes complete responsibility therefore.
- xi. **Removal of signs:** The Licensee shall obtain written approval from the Licensors for any sign that it intends to erect or place within the designated area, which approval shall not be unreasonably withheld. The Licensee shall not erect or place a sign anywhere else on the Town lands. Forthwith upon written notice from the Licensors, the Licensee shall remove from the designated area signs, decorations or displays to which the Licensors objects within the time stated in the written notice. Should the Licensee fail to remove such signs, decorations or displays within the time stated in the written notice, the Licensors is hereby permitted to remove such

signs, decorations or displays at the cost of the Licensee, which costs shall be reimbursed forthwith to the Licensor.

xii. **Liability Insurance**

- a) The Licensee shall throughout the term of this agreement procure and keep in force for the benefit of the Licensor, the Licensee, general liability insurance in an amount of not less than \$2,000,000.00 per occurrence in respect of injury to or death of a person, property damage or destruction, as well as exposures contemplated in this agreement. The Licensor shall be named as additional insureds in the said policy of insurance and the policy shall contain a cross-liability clause.
- b) The Licensee covenants that all insurance shall be affected with insurers and upon terms and conditions satisfactory to the Licensor.
- c) The Licensee shall provide certificates of insurance to be delivered to the Licensor in each succeeding or continuing year of this agreement.
- d) The policy shall provide that no modification, termination, or cancellation shall be effective unless at least twenty-one (21) days' prior written notice has been given to the Licensor by the insurance company or companies.
- e) Injury or damage to person or property: The Licensee hereby assumes responsibility for all injuries or death to persons or damage or destruction to property of persons caused or contributed by the use of the designated area by the Licensee, its servants, agents, or invitees.

xiv. **Indemnity by Licensee:** The Licensee shall and does hereby indemnify the Licensor against all liability, claims, damages, costs, expenses, losses or legal fees (on a solicitor and client basis) arising out of or related to the designated area and the Licensee's use or occupation thereof including any act, omission or negligence by the Licensee, its servants, agents and/or invitees in and about the designated area or arising out of any breach by the Licensee of any provision of this agreement, including liability for injury (including death) to a person or damage or destruction of property of a person.

xv. **Quitting of premises:** Unless previously removed pursuant to this agreement or at the will of the Licensee, at the expiration, cancellation or termination of this agreement, the Licensee shall remove its structures (if any) from the designated area, and the

Licensee shall vacate the designated area and leave it clean and free of refuse and debris and in good repair. Should the Licensee fail to remove its structures pursuant to this agreement, then the Licenser may, if the Licenser so elects, deem them abandoned and become the property of the Licenser without compensation to the Licensee or any other party claiming an interest therein. If the Licenser shall not so elect, the Licenser may remove and store same and the Licensee's risk and expense and the Licensee shall hold the Licenser harmless from all damage to the designated area caused by such removal, whether by the Licenser or Licensee.

- xvi. **Non-assignability and no sub-licensing of License:** This agreement is personal and shall not be assigned either in whole or in part by the Licensee. The Licensee shall not sub-license the designated area to any other person.
- xvii. **Rules and regulations:** The Licensee shall abide by and observe the rules and regulations with respect to the use of the designated area as set out in Schedule "C" hereto and such further and other rules and regulations as the Licenser may make by resolution of council with respect thereto.
  - a. The Licensee shall supply the Licenser with the most current rules and regulations of the York Simcoe Amateur Astronomers Club which shall be deemed to be relevant, having regard to Licensee's use and occupation of the designated area by the first of May in each year during the currency of this agreement.
  - b) If necessary, the Licensee shall modify its rules and regulations found in Schedule "C" hereto to accommodate the requirements of the Licenser relating to the conduct of Licensee's activities in the designated area, as may be amended from time to time.
  - c) In the event that the York Simcoe Amateur Astronomers Club rules and regulations are not acceptable to the Licenser and are not formally modified as required above within fifteen (15) days of notice being given to the Licensee by the Licenser, this agreement shall be deemed to be terminated on the 15<sup>th</sup> day following such notice.
  - d) The Licensee shall comply with any and all relevant by-laws, policies, orders, statues and regulations of any municipal, Provincial and Federal government or other competent authority. The Licensee acknowledges that it is subject to the Licenser's municipal by-laws and policies including, but not limited to, the No Smoking By-law No. 2012-0061 (REG-1) as amended and shall comply with same.

3) Termination on Default:

If the Licensee violates or fails to observe the terms and conditions of this agreement and if such violation, failure, breach or default continues for a period of fifteen (15) days after written notice by the Licenser is delivered to the Licensee as provided for in this agreement, this agreement shall terminate on the sixteenth day following such notice.

4) Termination on Notice:

In any event, the Licensee acknowledges that the consideration for this agreement is nominal and that the Licenser in its absolute and unfettered discretion may terminate this license agreement at any time upon delivery of fifteen (15) days' notice in writing.

5) No Exclusive Possession:

- a) The parties hereto specifically agree and acknowledge that The Corporation of the Town of Georgina, as Licenser, retains the right to license the designated area to other persons and also retained the right to enter upon the designated area at any and all times and that the Licensee is not hereby granted exclusive possession.
- b) It is further specifically acknowledged by the parties hereto that this agreement is not intended to create a landlord and tenant relationship but is a mere license granting permission for the use of the designated area.
- c) No demise or leasehold interest in land is hereby granted or created by this agreement.

6) Assessments, taxes etc.

If Applicable, during the term of this agreement, the Licensee shall indemnify the Licenser within 30 days of written demand, from and against all taxes, rates, or assessments of any description whatsoever including increases in real property taxes, that are levied, charged or assessed against the Licenser with respect to the use and occupation of the designated area carried on by the Licensee.

7) Service of Notices:

- a) Service of a notice to The Corporation of the Town of Georgina shall be made by regular mail to 26557 Civic Centre Road, R.R. #2, Keswick, Ontario L4P 3G1 or by personal service to the office of the Clerk, The Corporation of the Town of Georgina at 26557 Civic Centre Road, R.R. #2, Keswick, Ontario L4P 3G1. If the notice is sent by regular mail, the notice shall be deemed to be received on the fifth day after mailing. If delivered by personal service, delivery shall be made on the date that the notice is received by the Clerk's office of The Corporation of the Town of Georgina.
- b) Service of a notice may be made upon the Licensee by regular mail to the York Simcoe Astronomers Club according to information which shall be provided by the Licensee on or before the dates provided for in sub-paragraph 2 (xviii) of this agreement along with the delivery of current rules and regulations and specific planned events as set out therein. If the notice is sent by regular mail, the notice shall be deemed to be received on the fifth day after mailing. In the alternative, the Licensee shall be deemed to have been properly served with a notice on the day of the posting of the notice in writing at the entrance to the designated area.

8) Joint and Several Liability

All references to Licensee in this agreement shall apply to York Simcoe Astronomers Club jointly and severally. York Simcoe Astronomers Club shall be jointly and severally liable for performing the terms, covenants, and conditions of this agreement.

9) Severability:

The invalidity or unenforceability in whole or in part of any provision of this agreement or of the rules and regulations provided in it shall not affect the validity and enforceability of the remainder of it.

10) Headings and extended meanings:

Words importing the singular number only shall include the plural and vice versa and words importing the masculine gender shall include the feminine gender and words importing persons shall include firms, corporations and vice versa. The captions or marginal notes or headings are descriptive only and do not form part of this agreement.

11) Contra Proferentum Not Applicable:

Although this agreement is drawn by the solicitor for the Licensor, the Licensee acknowledge that they have had the opportunity through their own solicitor(s) to suggest changes, revision and amendments to this agreement and accept and approve the final wording hereof. The contra proferentum rule of construction or interpretation of documents shall not apply to this agreement and this agreement shall not be interpreted more strictly against the party responsible for drafting it.

IN WITNESS WHEREOF The Corporation of the Town of Georgina have under the hands of their respective proper officers duly authorized in that behalf and York Simcoe Astronomers Club have hereunto affixed their seal respective signatures.

SIGNED, SEALED AND DELIVERED

In the Presence of

YORK SIMCOE ASTRONOMERS CLUB

Per:

\_\_\_\_\_  
President,

I have the authority to bind the corporation.

THE CORPORATION OF THE TOWN OF GEORGINA

\_\_\_\_\_  
Mayor, Margaret Quirk

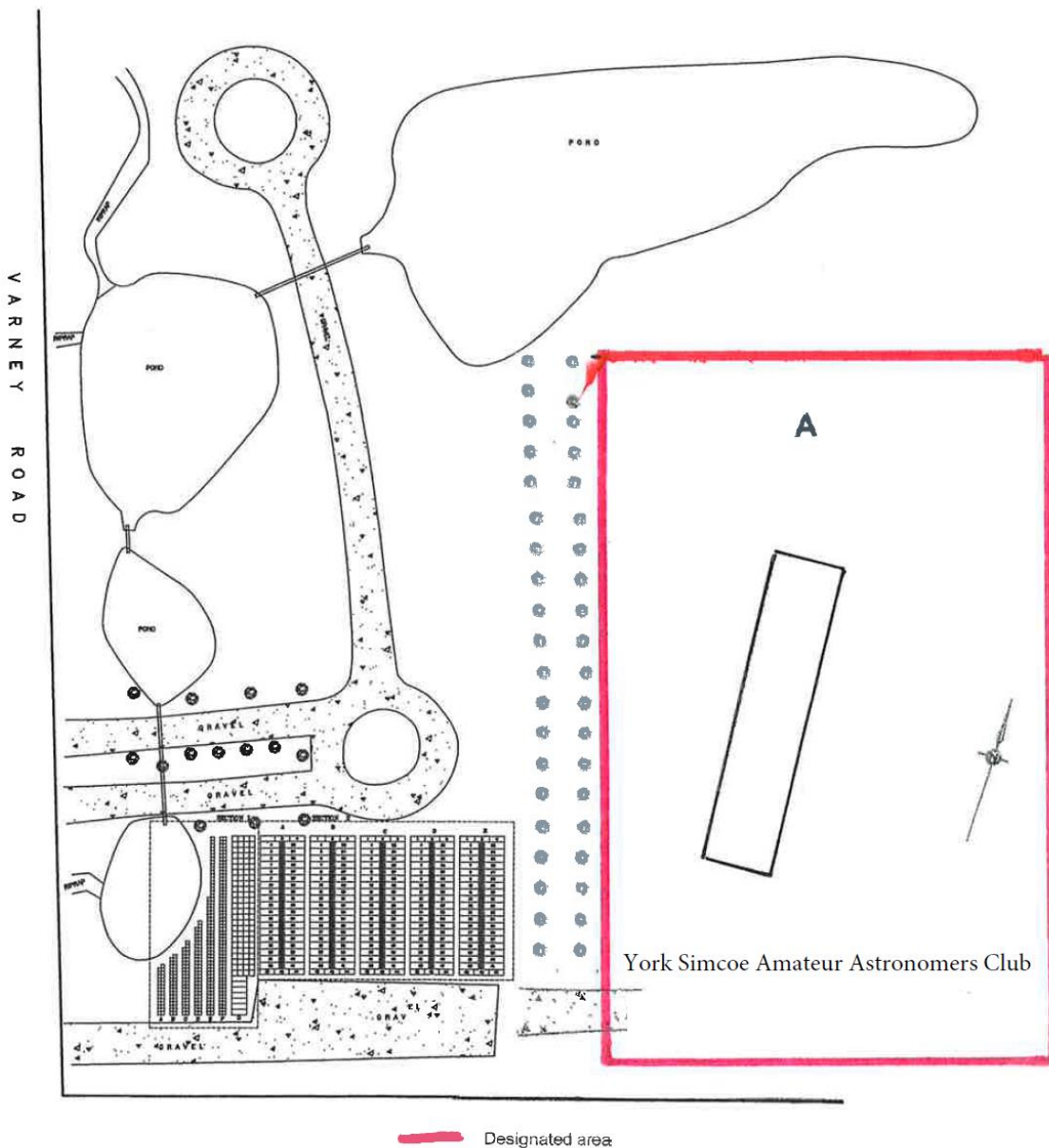
\_\_\_\_\_  
Clerk, Rachel Dillabough



## SCHEDULE "A"

Land consisting of 20 acres and known as Part Lot 22, Concession 3, Part 1, RS65R14638, Town of Georgina (indicated in red)

## KESWICK CEMETERY



## SCHEDULE "B"

### PURPOSES

1. To provide an organization for local amateur astronomers to belong to.
2. To provide an open exposed area of the sky with very low light pollution for club members and guests to participate in the hobby.
3. To teach and aid all interested persons in the hobby of viewing the night sky.
4. To promote the hobby of astronomy in the local and regional areas

## SCHEDULE "C"

### RULES & REGULATIONS

- 1) Cleanliness and Tidiness: The Licensee shall maintain the designated area and any of its structures (if permitted) as specified in this agreement and, in particular, shall clean up the grounds within 24 hours following any Licensee event or within 24 hours of receiving notice from the Licensor that clean-up is required.
- 2) Sound Equipment: Licensee shall not utilize sound equipment, except in compliance with relevant By-Laws of the Town of Georgina and except at hours approved by the Licensor in advance or by written authorization of the Licensor.
- 3) Alterations: Licensee shall make no alterations without written consent of the Licensor with respect to alteration of any of its structures (if permitted), the grounds or the access thereto.
- 4) Advertising: Licensee shall not conduct any advertising or display in connection with the designated area, except in a dignified and modest fashion as may be approved in advance by the Licensor.