

THIS AGREEMENT made this day of , 2016.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF NORTH HURON
(hereinafter called “North Huron”)

OF THE FIRST PART

and

BLYTH ARTS & CULTURAL INITIATIVE 14/19 INC.
(hereinafter called “14/19”)

OF THE SECOND PART

WHEREAS NORTH HURON is the owner of the Blyth Memorial Hall (hereinafter referred to as “the Hall”) which is located at 423 Queens Street, Blyth, Ontario;

AND WHEREAS it is the intention of 14/19 to enter into a Lease with North Huron pertaining to the Hall;

AND WHEREAS North Huron is embarking on a renovation project for the Hall, the current cost of which is estimates \$3.5 million dollars (including consulting costs);

AND WHEREAS 14/19 as the fundraising arm for the renovation project has agreed to raise all necessary funds for the project except as otherwise provided in this agreement;

NOW THEREFORE IN CONSIDERATION OF this agreement, the payment by each of the parties to the other of the sum of \$2.00 (Canadian) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. North Huron, as the owner of the Hall will be responsible for all aspects of the renovation project, including but not limited to, tendering for the project, contracting with and payment of the General Contractor in accordance with the requirements of the contract agreement.
2. North Huron will contribute a total sum of \$500,000.00 towards the cost of the renovation project.
3. The parties acknowledge that at present, North Huron has applied for a Canada Cultural Spaces Fund grant from the Ministry of Canadian Heritage with the Government of Canada for the renovation project. At present, North Huron does not know whether such grant will be received.
4. The parties agree that, regardless of the total cost of the renovation project, the contribution by North Huron to the project will be limited to the \$500,000.00 contribution referred to herein and any funds received from the Government of Canada for this project, in the event that such funds are received.
5. 14/19 is currently in the process of finalizing arrangements for payment by the Province of Ontario under a Capital Funding Agreement with the Ministry of Tourism, Culture and Sport of Ontario. 14/19 undertakes and agrees that all funds received from the Province that are assigned to this renovation project and all funds raised by it for the renovation project will be paid to North Huron when requested, to be applied towards the cost of the renovation project.
6. 14/19 will provide North Huron with a copy of the executed Capital Funding Agreement with the Province as well as copies of any amendments or revisions to that Agreement that may be made during the life of the Agreement.

7. It is agreed that, with the exception of the \$500,000.00 contribution from North Huron and grants received from the Government of Canada and the Province of Ontario, 14/19 will raise and provide all funds required to pay for the renovation project. The parties must agree on the final scope of the renovation and project budget.
8. The parties agree that all funds obtained by 14/19 will be transferred to North Huron by August 20, 2017.
9. The parties agree that if the cost of the renovation projects exceeds the project budget by virtue of unexpected expenses or contingencies, funds to provide for payment of those unexpected expenses or contingencies will be raised by 14/19 and provided to North Huron to be applied towards the renovation project. The parties must agree on the final scope of the renovation and project budget.
10. 14/19 agrees to indemnify North Huron and save it harmless with respect to all claims, demands, damages, costs, expenses, actions, causes of action, whether in law or equity arising or to arise by reason of the financial commitment for the renovation project other than that which may result from negligence on the part of North Huron.
11. No partnership or joint venture is created by this agreement. Nothing contained in this agreement shall or shall be deemed to constitute the parties as partners or joint ventures nor as agents of the other nor any other relationship whereby either could be held liable for any act or omission of the other. Neither party shall have any authority to act for the other or to incur any obligation on behalf of the other such as specifically provided by this agreement.

SIGNED, SEALED & DELIVERED

**THE CORPORATION OF THE
TOWNSHIP OF NORTH HURON**

Per: _____
Reeve

Per: _____
Clerk
We have authority to bind the Corporation.

**BLYTH ARTS & CULTURAL
INITIATIVE 14/19 INC.**

Per: _____

Per: _____
We have authority to bind the Corporation.