

JOINT USE AGREEMENT

This Agreement made as of 15th day of October, 2018 between:

THE CORPORATION OF THE TOWNSHIP OF NORTH HURON

(hereinafter called the "Township of North Huron" or the "Township")

OF THE FIRST PART

and

HURON PIONEER THRESHERS AND HOBBY ASSOCIATION INC.

(hereinafter called the "Threshers")

Of the second part

PREAMBLE: *This agreement shall replace any existing agreement(s), or addendum(s) to said agreement(s), previously entered into by the Threshers and the Township of North Huron (which shall be deemed to include other municipal entities or preceding incarnations of the Township of North Huron, namely the Village of Blyth).*

WHEREAS The Council of the Village of Blyth entered into an Agreement Dated the 21st day of August 2000, with the Huron Pioneer Thresher and Hobby Association Inc. for the use of the facility now known as the Blyth Campground, which is owned by the Township of North Huron;

AND WHEREAS The Township of North Huron and the Threshers jointly accept and acknowledge the civic value of the ongoing partnership originally established in accordance with the aforementioned agreement;

AND WHEREAS The Township of North Huron and the Threshers jointly deemed it agreeable to replace all past agreements under a single new agreement in 2007 governing and articulating their relationship;

AND WHEREAS In 2013 The Township of North Huron and the Threshers jointly agree to renew their agreement for an additional 5 year term. Said agreement was updated to reflect the wishes of both parties;

AND WHEREAS The Council of the Township of North Huron has authorized the execution of the within agreement by By-law _____.

NOW THEREFORE The parties hereto acknowledge that in consideration of the mutual terms and conditions hereinafter set forth the parties hereto agree as follows:

1. The parties agree that during the term of this Agreement as set out in section 23 hereof, the Threshers shall have the exclusive use of the Blyth Campground commencing on the Wednesday immediately preceding Labour Day beginning at 8:00am and concluding Tuesday after the show at 6pm (14 consecutive and exclusive days). The Threshers shall be entitled to the exclusive use of the Blyth Campground and the Blyth Community Centre for the solitary purposes of set up, execution and tear down of their annual reunion. Any alteration of these terms must be mutually agreed upon by the Township of North Huron and by the Threshers prior to the first day of February of the year of the annual reunion in question
2. The Township shall be entitled to any and all rental income derived from the Blyth Campground with the exception of the times specifically denoted herein. The Township will also be responsible for all costs associated with the Blyth Campground with the exception of the items specifically denoted herein. Temporary isolated exceptions to the above may be implemented with the mutual agreement of both the Township and the Threshers.

3. During the time period in which the Threshers are executing their annual reunion, they shall be entitled to any and all revenue derived from the Blyth Campground during their 14 exclusive days of use.
4. The Threshers shall provide the Township with a certified copy of a resolution confirming that the officers of the Threshers signing this agreement on their behalf have the authority to do so. Similarly, the Council of the Township of North Huron shall enact this agreement by public By-law.
5. The Threshers shall pay the Township, at the normal rate for organizations as established from time to time by the Township, for the use of the Blyth Community Centre for the duration of the annual reunion that is generally open to the public at large. Furthermore, other than during the annual reunion, the Threshers shall pay rental fees at the then current rate charged to other users for the use of the Blyth Campground throughout the year as established by the Township from time to time with the exception of the use of Shed #1; Shed #2; Shed #3; the sawmill building; the Sawmill; the Tractor Pull and the Log House, Memorial shed, Blacksmith shop and camp booth (and all future Threshers buildings or fixed assets that may be constructed (the consent of the Township) in the future. These shall remain property of the Threshers providing that the Threshers continue to effectively function in North Huron.
6. The parties agree that there shall be no rental charge levied by the Township of North Huron for the basic use of the Blyth Community Centre or Blyth Campground during the set up or tear down period as approved by the Township (when used for the purposes of set up and tear down). There shall be a cost recovery charge levied by the Township of North Huron and paid by the Threshers for all expenses incurred outside of the normal usage of the Blyth Campground. Incidental costs shall be determined by the Director of Recreation and Facilities of the Township of North Huron, on behalf of the council, and shall be presented, in writing, to the President of the Threshers at the earliest opportunity subsequent to the conclusion of the annual reunion. Incidental costs could include but shall not be limited to the hydro, water and heating oil, actually used by the Threshers during the said time period. For greater certainty, all charges for incidental expenses must be on a cost recovery basis only.
7. For greater clarity, the Parties agree that the Township shall be responsible for all direct costs attributed to the normal usage of the Blyth Campground. The threshers shall be responsible for extraordinary costs, which are incurred as a result of their annual reunion, that fall outside of what would be considered the normal usage of the Blyth Campground. Determination of normal usage shall be at the discretion of the Director of Recreation and Facilities of the Township of North Huron or a designate and shall be denoted as such in advance of the costs being incurred. Again for clarity, the Threshers shall be treated as any other renter of the Blyth Campground during the annual reunion. The HPTHA Board of Directors will make an annual donation to the Township of North Huron to be used towards electrical and water upgrades. The donation will be based upon the HPTHA financial position at year end (November). Furthermore, the HPTHA and Council will have more communication and the HPTHA will provide Council with a copy of their financial position at their yearend.
8. The Threshers accept responsibility for the financial demands associated with the showers and washroom facilities located in Shed #3 except in instances when the Township is utilizing the facilities for Township purposes. The Threshers agree to permit the Township reasonable access

to the Shed #3 washrooms. The Threshers further agree to permit the Township reasonable access to other Threshers facilities and assets (including small items such as tables) when required for Township purposes. This would be subject to availability, reasonable costs if appropriate and internal Threshers policies when applicable. Consideration will also be given to similar third party requests arranged by the Township and approved by the Threshers. Access to items stored in Sheds 1,2 and 3 are controlled by the Threshers.

9. The parties agree that during the set up and tear down period, which shall occur within the 14 day period set out in the above, the Threshers will require access to the Blyth Campground and Blyth Community Centre. During the set up and tear down period, the facility will be staffed by Township staff for four hours per day with the exception of statutory holidays. If any statutory holidays fall during the set up and tear down period there will be no Township staffing of the Blyth Campground and Blyth Community Centre on that day. A schedule of the Township staff hours will be provided to the Threshers, by the Township of North Huron, one month prior to the Friday immediately preceding Labour Day.

10. The Parties agree that, should the Threshers require access to the Blyth Campground or Blyth Community Centre at times beyond the staff hours set out in Section 9 of this agreement, a Threshers volunteer(s) can be appointed to be responsible for the Blyth Campground. This volunteer must be a regular employee of the Township of North Huron and must be a member of the Threshers; a dual status that shall be so designed jointly, in writing, by the president of the Threshers and by the Director of Recreation and Facilities of the Township of North Huron. The volunteer(s) must complete an orientation session, as set forth by the Director of Recreation and Facilities of the Township of North Huron or a designate, where they will be made aware of the security and emergencies procedures of the Blyth Campground. The volunteer(s) and the Threshers President will sign a document indicating that the said orientation has been completed (and fully understood) prior to the Friday immediately preceding Labour Day.

11. The Parties agree that the Township will determine and provide appropriate staffing during regular business hours and during the annual reunion in a manner consistent with rental policies and agreements. All such determinations shall be made by the Director of Recreation and Facilities or a designate.

12. The Threshers shall at all times indemnify and save harmless the Township, its officers, employees and members of Council, from and against any and all manner of claims, demands, losses, costs (including legal fees), charges actions and other proceedings whatsoever made or brought against, suffered by, or imposed on the Township in respect of any loss, damage or injury to any person or property, directly or indirectly arising out of, resulting from, or sustained as a result of this agreement provisions of services or any operations connected therewith unless caused by the negligence or willful misconduct of the Township.

The threshers shall provide to the Township proof of general liability insurance for a limit no less than \$5,000,000.00 (five million) per occurrence including but not limited to bodily injury, personal injury, property damage including loss of use thereof, blanket contractual liability, non-owned auto and contain a cross

liability/severability of insured clause. The insurance must be acceptable to the Township covering said events and shall name the Township as an additional insured. The Threshers shall provide confirmation of insurance in the form of a certificate of insurance 10 business days prior to the event.

When alcohol is served as part of a Thresher's event the North Huron Municipal Alcohol Policy must be followed by the threshers and required proof of alcohol liability insurance be provided to the Township. This is spelled out in the North Huron Municipal Alcohol Policy manual.

The Threshers are responsible for any clean up of any spills caused by them or their equipment.

13. Should staffing requirements arise, outside of the measures specifically noted in this agreement, the costs of said staffing shall be responsibility of the Threshers. Extra staffing requirements must be arranged in advance, by the Threshers, with the Director of Recreation and Facilities of the Township of North Huron or designate. The cost of staffing shall be as follows:

- \$40 per hour per employee during regular business hours:
- \$60 per hour per employee during statutory holidays; and
- \$60 per hour per employee outside of regular business hours.

The aforementioned costs shall increase at a rate of 2.5% per calendar year. Staff shall not be scheduled for a shift shorter than three consecutive hours. Staff can be brought in on an emergency basis; however the Township shall be appropriately compensated in accordance with the above.

All rates for Labour and equipment owned by the Township of North Huron will be charged out at the going rate established annually by the Township of North Huron.

14. At all times the Threshers volunteer(s) must ensure that all Health and Safety practices, along with all legal relevant legal requirements, are adhered to by the Threshers and any duly authorized third-party organization functioning in connection with the annual reunion.
15. The Parties agree that, for the set up and tear down period, the volunteer(s), will be issued a temporary key and a temporary security code to the Blyth Community Centre. The said key will not permit access to the office
16. The Parties agree that the Threshers will assume total responsibility for all activities at the Blyth Campground and Blyth Community Centre while it is under the care and control of the Threshers volunteer(s).
17. The Parties agree that if there is a Township inquiry made while the Blyth Campground and Blyth Community Centre are under the care and control of the Threshers volunteer(s), the inquiry must be directed to the appropriate Township of North Huron staff person. If there is doubt with respect to the appropriate Township of North Huron staff person, the inquiry will be directed to the Director of Recreation and Facilities of the Township of North Huron.
18. The Parties agree that at no time during the set up and tear down period should the Threshers allow other groups access to the Blyth Campground unless previously arranged with the appropriate staff at the Township of North Huron. If there is doubt with respect to the appropriate person, an inquiry shall be directed to the Director of Recreation and Facilities of the Township of North Huron.

19. The Parties agree that Township of North Huron staff requiring access to the Blyth Campground for vocational purposes shall, at all times, have uninterrupted access to the Blyth Campground at all times during the time periods noted in Section 1 of this agreement.
20. For greater certainty, the Township of North Huron is the owner and exclusive management authority of the land comprising the Blyth Campground any and all elements of the Blyth Campground with the exception of the following Threshers buildings located on site and shown on schedule "A" attached hereto: Shed #1; Shed #2; Shed #3; The Sawmill; the Tractor Pull Track , the Log House, Memorial Shed, Blacksmith shop and Camp booth (and all future buildings or fixed assets that may be constructed with the Townships consent in the future). These items are the property of the Threshers and are under administrative control of the Threshers (subject to any relevant Township By-law(s) or other legal ordinances). If at any time the threshers should cease to exist or function in North Huron, the ownership of the said Threshers buildings shall transfer immediately to the Township of North Huron. It is also understood that the Threshers are not permitted to sell, transfer, relocate or divest themselves of any building or fixed asset, located on the Blyth Campground, without first obtaining the written permission of the Township of North Huron. Improvements and/or physical changes to the Blyth Campground shall not be undertaken without the prior written consent of the Township.
21. The Parties agree that, if any time a dispute shall arise with respect to the intention and/or provisions of this agreement, the problem shall be resolved via discussion between the Threshers president and the Director of Recreation and Facilities of the Township of North Huron. Should a mutually acceptable solution not be attained within a reasonable time period via the said discussion, the matter shall be referred to a public meeting of the council of the Township of North Huron for a final and binding decision to be made by Township council. Either the Threshers President or the Director of Recreation and Facilities of the Township of North Huron shall have the ability to request the intervention of the Council of the Township of North Huron. For greater clarity, and discussions shall be governed by the partnership notions underscored in the *Whereas* sections of this agreement.
22. The Parties agree that this agreement will become null and void if at any time the Threshers cease to exist or function in North Huron. Furthermore, this agreement can be nullified by a majority decision of the council of the Township of North Huron when conjoined with a similar declaration made by the Threshers President. Unless this agreement is terminated by either of the above methods, it shall continue and remain in effect for a term of five (5) years from its effective date as set out above, it will be reviewed at that time, and may be renewed thereafter upon mutual agreement of the parties.
23. The Threshers shall be permitted to hold their Director's meetings at the Blyth Community Centre Hall from October to March (ice season) without charge, and during other months the Threshers would be required to pay for staff time, unless the building was already opened for another purpose.

24. No rights under this agreement shall be assigned by the Threshers to a third party without the prior written consent of the Township. In the event that such a written transfer of rights should occur, this agreement shall be binding upon the parties and their successors and assigns.
25. Threshers will be responsible for any golf cart/off road vehicle/ATV use they permit on the campground during their event.
26. The Parties agree to the following definitions:
 - *Blyth Campground* means the Blyth Community center (the arena) and the adjacent campgrounds, baseball diamonds and all buildings and grounds generally accepted to be part of that parcel as shown on Schedule "A" to this agreement.
 - *Blyth Community Centre* means 377 Gypsy Lane building that houses the arena, hall, Concession, lobby and meeting room.
 - *Normal Usage* means routine wear and tear that might be reasonably expected during the course of a normal rental of a similar facility. For example, the cleaning and stocking with supplies of the interior washrooms of the arena building.
 - *Set up and tear down* period means the time period falling within the fourteen consecutive days noted in Section 1 of this agreement which is outside of the time period in which the annual reunion is generally open to the public at large.
 - *Fixed asset* means a building or other item of property that is situated on a foundation that cannot be moved.
 - *Execution period* means a building or other item of property that is situated on a foundation that cannot be moved.
 - *Execution Period* means the part of the time period falling within the fourteen consecutive days noted in Section 1 of this agreement in which the annual reunion is generally open to the public at large.
 - *Annual Reunion* means the combination of the set up and tear down period and the Execution Period.

IN WITNESS WHEREOF the Parties hereto have hereunder set their hands and seals

SIGNED, SEALED AND DELIVERED

THE CORPORATION OF THE
TOWNSHIP OF NORTH HURON
Per:

Date

Reeve

Witness

CAO/Clerk

HURON PIONEER THRESHER AND
HOBBY ASSOCIATION INC.

Date

President

Witness

Secretary
We have authority to bind the
Corporation.

