



MEMORANDUM OF AGREEMENT

THIS AGREEMENT made in duplicate this day of 2016

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF NORTH URON
(Hereinafter referred to as the "TOWNSHIP")

Hereby agrees to and with

WINGHAM RC JET CLUB,
(Hereinafter referred to as the "THE CLUB")

WHEREAS the TOWNSHIP owns and maintains an airport known as the Richard W. LeVan Airport - Wingham, 40647 Amberley Road, Concession 1 Part of lot 7 thru 14, in the Township of Morris Turnberry, County of Huron, in the Province of Ontario.

AND WHEREAS the club has a requirement for the use of an airstrip and associated infrastructure to conduct club activities.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of and subject to the terms, conditions, covenants and provisos hereinafter contained, the TOWNSHIP and THE CLUB agree as follows:

1. DESCRIPTION

The TOWNSHIP agrees to provide access to THE CLUB, to the common areas of the airport and the following property at the Richard W. LeVan Airport:

- a) land area located to the west of the terminal off the taxi way to accommodate a portable fiberglass storage shed with $\frac{3}{4}$ " plywood floor (size 10' width x 20' length x 9'-6" height) colour tan, for purposes of storing equipment directly related to the operation of THE CLUB. Land area will be calculated based on a five foot buffer surrounding the portable building (15' width x 25' length = 375 square feet);
- b) there is no hydro or water supplied to this site. Should THE CLUB choose to install these services, with prior written permission from the TOWNSHIP, all costs will be absorbed by THE CLUB
- c) There is no asphalt or gravel driveway from the taxiway to the shed entrance. Should THE CLUB choose to install eitherone, with prior written permission from the TOWNSHIP, all costs will be absorbed by THE CLUB. There is no winter snow maintenance from the taxiway to the shed entrance.
- d) shared use of the Common Area, main meeting room, washrooms located in the airport main building plus use of the airport property, including the runway when required, at the Richard W. LeVan Airport building in cooperation with other users of the airport.

2. RENTAL PAYMENT

THE CLUB agrees to pay to the TOWNSHIP an annual rent of \$375 plus applicable taxes payable in advance with the first payment due on or before the 1st day of April 2016.

On the 1st day of the commencement of each subsequent year of the term herein, the base rent shall be increased in proportion to the increase in the Ontario

Consumer Price Index as published by Statistics Canada for the immediately preceding calendar year, and that rent shall become the new base rent. A letter recalculating the annual rental fee will be sent to the on-site commander of the gliding program in January of each year of this agreement.

3. TERM & COMMENCEMENT

The term of this agreement shall be for a period of five (5) years beginning on the 1st day of April 2016 and will terminate on the 31st day of March 2021.

4. RENEWAL

THE CLUB shall, at the discretion of the TOWNSHIP, have the right to request a renewal of this agreement for a further five (5) year period, with the terms and conditions to be negotiated with the Township of North Huron at that time. THE CLUB shall notify the TOWNSHIP at least three (3) months prior to the termination of this agreement of its intention to renew.

5. TERMINATION

Either party hereto may at any time terminate this agreement upon giving to the other party at least sixty (60) days prior written notice of intention to terminate.

6. CHARGES, REPAIRS AND CONSTRUCTION

- a) Except as provided below, the TOWNSHIP shall be responsible for all ordinary and extraordinary charges and all major and minor repair and maintenance for the said premises.
- b) THE CLUB shall be responsible for damages to the premises save and except damages caused by or attributable to fair or ordinary wear and tear, fire, storm, tempest or other cause (e.g. fortuitous event, irresistible force, etc.) beyond the control of the THE CLUB.
- c) The CLUB shall not add to or alter the demised Premises without specific written approval of the TOWNSHIP and then, only at the THE CLUB'S expense.

7. THE CLUB'S PROPERTY

THE CLUB agrees to assume full responsibility for the care of its property at all times and to assume all risk of loss, damage or injury to itself, its servants, agents, employees, invitees or licensees. It is further agreed that the shed exterior colour will match the existing hangers at the site. Alterations to this will require written permission from the TOWNSHIP.

The TOWNSHIP acknowledges that the shed is owned by the Minister of Defense and is on loan to THE CLUB. The TOWNSHIP further acknowledges that the Minister of Defense has agreed to insure the building as part of their properties currently located on the property.

8. INSURANCE

Proof of general liability and property damage insurance with a limit of at least \$2,000,000 is required naming the Township of North Huron as an additional insured on this policy.

THE CLUB is responsible for insuring all contents of the storage shed.

9. LIABILITY AND CLAIMS

- a) Effective upon the execution date of this License Agreement, and subject to the Crown Liability and Proceedings Act, THE CLUB will indemnify and save harmless the TOWNSHIP, its employees and agents from and against any and all claims, demands, losses, damages, costs, fines, penalties and expenses made against or incurred, suffered or sustained by the TOWNSHIP at any time where the TOWNSHIP'S indemnified losses arise out of or are based upon the actions or omissions of THE CLUB, its employees, agents or contractors with respect to anything arising under this Agreement except to the extent that the TOWNSHIP'S indemnified losses arise out of or are based upon the negligence, bad faith, or wilful misconduct of the TOWNSHIP, its employees, agents or contractors.
- b) Effective upon the execution date of this License Agreement, and subject to the Crown Liability and Proceedings Act, the TOWNSHIP will indemnify and save harmless THE CLUB, its employees and agents from and against any and all claims, demands, losses, damages, costs, fines, penalties and expenses made against or incurred, suffered or sustained by THE CLUB at any time where THE CLUB'S indemnified losses arise out of or are based upon the actions or omissions of the TOWNSHIP, its employees, agents or contractors with respect to anything arising under this Agreement except to the extent that THE CLUB'S indemnified losses arise out of or are based upon the negligence, bad faith, or wilful misconduct of THE CLUB, its employees, agents or contractors.

10. DESTRUCTION BY FIRE

If the said premises are at any time during the said term, or any renewal term under this agreement, wholly or partially destroyed by fire, storm, tempest or other causes beyond the control of THE CLUB, so as to totally or partially deprive THE CLUB of their use, the rent required shall forthwith become payable up to the time of such destruction and the term created shall forthwith terminate; but, if the premises are only partially destroyed, then THE CLUB may, with the written consent of the TOWNSHIP forthwith repair and make the premises fit for the purposes of THE CLUB, in which case the term shall not terminate, but the rent reserved up to the time of the said destruction shall forthwith be payable by THE CLUB and the proportionate part of the rent reserved shall abate until the premises have been made fit for the purposes of THE CLUB.

11. SUB-LETTING

The demised premises or any part thereof shall not be transferred, assigned or sub-let by THE CLUB without the consent of the TOWNSHIP, provided that such consent shall not unreasonably or arbitrarily be withheld.

12. RULES AND REGULATIONS

THE CLUB agrees to observe all rules, regulations and laws laid down by transport Canada and the rules and regulations laid down by the TOWNSHIP or its agent concerning the proper conduct of the airport. Upon any breach of such rule or regulation by THE CLUB, the TOWNSHIP may at its sole discretion immediately terminate this agreement and re-enter and take possession of the demised premises.

13. RIGHT TO INSPECT

The TOWNSHIP may enter upon and inspect the demised premises at any time during the currency of this agreement. THE CLUB agrees to obey promptly all directions of the Airport Management and Township of North Huron relating to the operation of aircraft on the Airport Lands.

14. NOTICES TO THE PARTIES TO THIS AGREEMENT

Any notice, consent, approval, waiver, advice, demand or communication to be given, made or provided hereunder shall be in writing, signed by a party and deemed to have been duly given by its delivery, personally or by its being sent by mail, postage prepared to the other party at the following address:

a) For the TOWNSHIP:

Director of Recreation and Facilities
Township of North Huron
274 Josephine Street
P.O. Box 90
Wingham ON N0G 2W0

b. For THE CLUB:

Attn: Blair Howkins
Club President
21 Alex Avenue, Unit #1
Woodbridge, ON, L4L 5X2

IN WITNESS WHEREOF THE TOWNSHIP HAS DULY EXECUTED THIS AGREEMENT
AT THE TOWNSHIP OF NORTH HURON, THIS DAY OF 2016.

SIGNED, SEALED AND DELIVERED
in the presence of:

ON BEHALF OF
CORPORATION OF THE TOWNSHIP
OF NORTH HURON

(Witness)

Neil Vincent
Reeve, Township of North Huron

IN WITNESS WHEREOF THE MINISTER HAS DULY EXECUTED THIS AGREEMENT
AT OTTAWA, ONTARIO, THIS DAY OF 2016.

WINGHAM JETS CLUB

(Witness)

Per: Blair Howkins
Blair Howkins
Club President