

LICENCE AGREEMENT

THIS LICENCE AGREEMENT is made in duplicate and effective as of the ____ day of _____, 2020 (hereinafter the “Agreement”).

BETWEEN:

WILFRID LAURIER UNIVERSITY

- and -

YMCA OF HAMILTON/BURLINGTON/BRANTFORD

(hereinafter collectively referred to as the “Licensor”)

- and -

THE CORPORATION OF THE CITY OF BRANTFORD

(hereinafter referred to as the “Licensee”)

WHEREAS the Licensor is the owner of recreation, athletics and wellness centre located at 100 Water Street in Brantford, Ontario (the “**Licensor’s Property**”);

AND WHEREAS the Licensee is the owner of a multi-level parking garage located at 59 Icomm Dr, Brantford, Ontario (the “Licensee’s Property”) which services, *inter alia*, the Licensor’s Property;

AND WHEREAS the Licensor’s Property and the Licensee’s Property are joined by a pedestrian walkway, a portion of which is owned by the Licensee and a portion of which is owned by the Licensor, which walkway was originally named after Art Stanbridge who served on the municipal Council for the Licensee and contributed to the revitalization of downtown Brantford (the “**Walkway**”);

AND WHEREAS during the reconstruction of the Walkway, the plaque recognizing Art Stanbridge was temporarily removed to allow for the reconstruction of the Licensor’s portion of the Walkway;

AND WHEREAS the Licensee wishes to reinstall the plaque of recognition or a new version thereof (the “**Plaque**”) on the Licensor’s Property as further shown and described in Schedule “A” attached hereto (the “**Licensed Premises**”) and to provide for the future maintenance of the Plaque in this location;

NOW THEREFORE THIS AGREEMENT WITNESSETH that, in consideration of the sum of two dollars (\$2.00), paid by the Licensee to the Licensor, and of the mutual covenants and agreements herein contained, and subject to the terms and conditions hereinafter set forth, the parties hereto agree as follows:

1.0 GRANT

- 1.1 The Licensor hereby grants to the Licensee, subject to the provisions of this Agreement, a non-exclusive licence to use the Licensed Premises, for the purposes of installing and maintaining the Plaque.
- 1.2 The Licensee acknowledges that it will use and provide its own equipment and utilities and will not need or use the Licensor’s equipment or utilities for the installation of the Plaque.
- 1.3 The Licensee acknowledges that it will obtain all necessary permits and approvals before commencing installation of the Plaque on the Licensed Premises.

2.0 TERM

2.1 Subject to the termination rights set out in this Agreement, this Agreement shall commence on August 1, 2020 (the “**Commencement Date**”) and shall continue until it is terminated in accordance with section 3.0 of this Agreement.

3.0 TERMINATION

3.1 This Agreement shall terminate as follows:

- a) by the mutual signed consent of the parties; or
- b) if the Licensor, acting reasonably, requires all or part of the Licensed Premises for its purposes, the Licensor may at any time during the Term, terminate this Agreement by giving the Licensee four (4) weeks’ prior written notice of such termination; or
- c) if the Licensee is in default of any of its covenants, conditions or obligations contained in this Agreement, the Licensor shall deliver to the Licensee a written notice setting out the nature of the default and providing the Licensee with ten (10) days to remedy or cure such default. In the event the Licensee fails to remedy or cure such default to the complete satisfaction of the Licensor within the said ten (10) day period, then at the sole option of the Licensor this Agreement may be terminated forthwith without any penalty or cost to the Licensor. Notwithstanding any such termination, any obligations of the Licensee which are meant to survive the Termination Date shall so survive and continue to bind the Licensee.

3.2 Notwithstanding the termination of this Agreement during the term, any obligations of the Licensee which are meant to survive the Termination Date shall so survive and continue to bind the Licensee. Without limiting the generality of the foregoing, the indemnity provisions as contained in this Agreement shall survive the termination of this Agreement.

3.3 Within ten (10) days of termination of this Agreement the Licensee shall remove the Plaque and must restore the Licensed Premises to a condition satisfactory to the Licensor, at the sole cost and expense of the Licensee.

4.0 LICENSE FEE

4.1 The Licensee shall pay the Licensor a fee of two dollars (\$2.00) per annum (the “**License Fee**”), to be paid on the first day of the Term.

5.0 SUBLICENSING

5.1 The Licensee may not sublicense or otherwise assign this Agreement or any portion thereof.

6.0 NET AGREEMENT

6.1 The parties agree that under no circumstances, whether now existing or hereafter arising or whether beyond the present contemplation of the parties, shall the Licensor be expected, required or called upon to make any payment of any kind or nature whatsoever or be under any obligation or liability with respect to the Plaque. It being the further intention of the parties that all disbursements of money with respect to the Plaque, whether or not ordinarily made by a licensee, including all costs, expenses, charges which may arise or become due during Term, and any renewal or extension thereof, shall be paid and borne by the Licensee and not the Licensor and that the Licensor shall be indemnified and saved harmless by the Licensee from and against same.

7.0 INSTALLATION, RELOCATION, ALTERATIONS AND/OR IMPROVEMENTS

7.1 Prior to the installation or relocation of the Plaque, including any alterations and/or improvements (save and except routine repairs and replacements only) the Licensee must

notify the Licensor in writing of its intention to access the Licensor's Property for the purposes of same. Prior to the commencement of any work the Licensee shall:

- a) appoint a specific individual to act as a contact person with the Licensor for all matters relating to the planned work; and
- b) ensure that the work is carried out at such times as are approved by the Licensor and that the work does not interrupt or interfere with the use of the Licensor's Property by the Licensor or the public.

7.2 For routine repairs and replacements, the Licensee shall schedule mutually convenient times with the Licensor to conduct such repairs and replacements in advance of such work being conducted, at the expense of the Licensee.

8.0 LICENSEE'S COVENANTS

8.1 The Licensee covenants and agrees as follows:

- a) to maintain the Plaque in a good state of repair;
- b) to keep the Licensor's Property free from any claim or lien as a result of any work or services performed by or on behalf of the Licensee relating to the Plaque, and in the event a lien is registered against title to the Licensor's Property or the lands thereunder as a result of the exercise by the Licensee of the rights granted hereunder, to promptly cause such lien to be discharged within thirty (30) days of its registration, at the Licensee's sole cost and expense;
- c) to comply with all laws, by-laws, orders and regulations of all federal, provincial, regional or municipal departments, board, branches, agencies, commissions or other authorities (including, without limitation, suppliers of public utilities) having jurisdiction over the Licensor's Property or other performance of any work on the Licensor's Property;
- d) not to do or permit anything to be done in, at or on the Licensed Premises pursuant to this Agreement which may cause or contribute, in the Licensor's opinion, to the damage or destruction of the Licensor's Property, or any part thereof, or which is or may be a health hazard, nuisance or which causes disturbance, damage or interference with the users or occupants of any lands or premises in the vicinity of the Licensor's Property; and
- e) prior to or upon the termination of the Agreement, to expeditiously restore the Licensed Premises to as reasonably close to the condition they were in at the Commencement Date, to the full satisfaction of the Licensor. In the event the Licensee fails to comply with this provision, the Licensor may undertake to restore the Licensed Premises and upon completion, the Licensee shall reimburse the Licensor for all costs and expenses incurred by the Licensor in restoring the Licensed Premises to such a satisfactory condition.

9.0 INSURANCE

9.1 The Licensee covenants that it shall take out and keep in full force and effect throughout the Term policies of insurance sufficient to cover over its obligations hereunder in the sole discretion of the Licensee and shall provide the Licensor with proof of same upon request.

10.0 RELEASE OF LICENSOR

10.1 The Licensee acknowledges that during the Term of this Agreement, and only as it relates to the rights and covenants set out in this Agreement, the Licensor shall not be liable for death or injury of any employees, agents or other persons for whom the Licensee is at law responsible, or damage to or destruction of the Plaque or other equipment or property of the Licensee or of others, nor for the loss of or damage to any equipment or property of the

Licensee or others by theft or otherwise from any cause whatsoever. Accordingly, the Licensee hereby releases and forever discharges the Licensor and officers, employees, agents and contractors from any and all manner of liabilities, claims, losses, demands, expenses, actions, injuries, damages, causes of action and costs which the Licensee may at any time hereafter have against the Licensor, its officers, employees, agents or contractors in respect of any loss, injury (including death), theft or damage suffered by the Licensee, its officers, employees, agents or contractors, howsoever arising out of or in connection with the Plaque and this Agreement.

11.0 INDEMNITY

- 11.1 The Licensee shall indemnify and save the Licensor harmless, including the Licensor's directors, governors, officers, employees, agents and contractors, from and against, any loss of, or damage to, property, personal injury or death, or any other losses, actions, claims, causes of action, damages, both directly or indirect, and such other costs and expenses, howsoever and whatsoever incurred, suffered or sustained by the Licensor, its elected officials, officers, employees, agents or contractors, during or otherwise in relation to or in connection with the Plaque including, but not limited to, any negligent act or omission of the Licensee, its or their employees, agents, contractors or invitees, which causes or contributes to any such injury, damage or loss.

12.0 ENTRY BY LICENSOR

- 12.1 The Licensor, its successors, assigns, contractors, agents, servants, employees and other authorized representatives shall be entitled to access the Licensed Premises at any time, without notice, for the purpose of inspecting the condition thereof and to carry out any maintenance or other works, which in the sole discretion of the Licensor, are necessary or desirable for the purposes of managing and protecting the Licensor's Property.

13.0 NOTICES

- 13.1 Any demand, notice or communication to be provided hereunder shall be in writing and may be given by personal delivery, by prepaid first class mail or by fax transmission, addressed to the respective parties as follows:

- (a) in the case of the Licensor, to:

Wilfrid Laurier University

73 George Street

Brantford, ON N3T 2Y3

Attention: Heidi Northwood, Senior Executive Officer, Brantford Campus

T: 519-756-8228 ext 5616

F: 519-759-7207

E-mail: hnorthwood@wlu.ca

AND TO:

YMCA of Hamilton/Burlington/Brantford

79 James St. S,

Hamilton, Ontario L8P 2Z1

Attention: Nicki Glowacki, Chief Operating Officer

T: 905 681-1140

F: 905 681-8366

E-mail: nicki.glowacki@ymcahbb.ca

- (b) in the case of the Licensee, to:

The Corporation of the City of Brantford

100 Wellington Square

Brantford, Ontario

N3T 2M2

Attention: General Manager, Public Works Commission
T: 519-759-4222 x 5793
F: 519-754-0724
E-mail: IHans@brantford.ca

or to such other address or fax number as any party may from time to time notify the other.

14.0 SEVERABILITY

14.1 If any provision of this Agreement or the application thereof to any circumstances shall be held to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions of this Agreement or the application thereof to other circumstances shall not be affected thereby and shall remain valid and enforceable to the fullest extent permitted by law.

15.0 GOVERNING LAW

15.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

16.0 ENTIRE AGREEMENT

16.1 This Agreement, including any schedules attached hereto, shall constitute the entire agreement between the parties concerning the transaction contemplated hereby and shall supersede and replace all previous agreements concerning the installation or maintenance of the Plaque but shall not supersede or replace any Agreement between the parties relating to the use of or ownership of the Walkway by the public or the parties generally, including, without limitation, the Path Agreement dated August 21, 2014, and the Agreement for the Demolition and Reconstruction of the Pedestrian Walkway dated August 21, 2014. This Agreement shall not be modified or amended except by written agreement executed and dated by both parties.

17.0 SUCCESSORS

17.1 All rights and liabilities herein granted to or imposed on the respective parties hereto extend to and bind the successors and assigns of the Licensor and the heirs, executors, administrators and permitted successors and assigns of the Licensee, as the case may be.

18.0 HEADINGS FOR CONVENIENCE ONLY

18.1 The division of this Agreement into articles and sections is for convenience only and shall not affect the interpretation or construction of this Agreement.

19.0 COUNTERPARTS AND ELECTRONIC SIGNATURES

19.1 This Agreement may be executed in multiple counterparts, each of which is deemed to be an original and all of which together constitutes one and the same instrument. To evidence its execution of an original counterpart of this Agreement, a party may send a copy of its original or electronic signature on the execution page to the other party by regular mail, electronic mail, or facsimile and such transmission constitutes delivery of an executed copy of this Agreement as of the date of receipt thereof by the receiving party. Notwithstanding the foregoing, either party may demand a fully executed copy of this agreement.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK
Signatures following on separate page.

THE PARTIES HERETO have executed this Agreement and hereby assert their authority to enter into and be bound by its terms.

**YMCA OF HAMILTON/BURLINGTON/
BRANTFORD**

Per: _____

Name:

Title:

I have authority to bind the Corporation

WILFRID LAURIER UNIVERSITY

Per: _____

Name:

Title:

I have authority to bind the Corporation

**THE CORPORATION OF THE
CITY OF BRANTFORD**

Per: _____

Name:

Title:

I have authority to bind the Corporation

SCHEDULE “A”

LOCATION OF THE PLAQUE AND DESCRIPTION OF THE “LICENSED PREMISES”

Location #1, Figure A – Licensor’s Property and Licensed Premises

Overhead sign identified as “The Art Stanbridge Walkway”, approximately 8” x 48”. The Plaque will be attached to the steel frame work over the walkway as shown on Figure B, below. Sign will have bracket that mounts to the back and clamp around the steel structure.

Location #2, Figure A – Licensee’s Property – not subject to the licence set out herein. Shown for information only.

Two plaques to be installed, “Mill Street 10” x 12” and “Stanbridge Walkway 9” x 12”. Mounted to concrete wall (Picture 2) with tamper proof fasteners.



FIGURE A



FIGURE B