

Memorandum of Agreement

THIS MEMORANDUM OF AGREEMENT (the "Agreement") dated this _____ day of _____, 2022

BETWEEN:

**The United Townships of Head, Clara & Maria of 15 Township Hall Road, Stonecliffe On.
K0J2K0**

Telephone: (613) 586-2526 Fax: (613) 586-2596

(the "Municipality")

-AND-

Telephone: (613) 586-9218

(the "Business")

IN CONSIDERATION OF the Municipality providing one 20 yard recycle bin to the Business, the Parties to this Agreement (the "Parties") agree as follows;

2. The Municipality agrees to provide to the Business, one 20 yard recycle bin, to be supplied through the Municipality's vendor. The recycle bin will be used for only the storage of recycling material.
3. The Business is responsible to ensure that any materials stored in the recycle bin are properly sorted and that material does not become contaminated.
4. The Business will be responsible to pay any costs associated with improperly sorted, or contaminated material that results in increased tipping and/or landfill fees.
5. The Municipality will not assume any costs associated to improperly sorted or contaminated material including tipping fees, transportation costs for refuse material, or increased staff or contractor time.
6. The Business is responsible to ensure safe and proper storage and handling of the recycle bin while on its premises.
7. If damage occurs to the bin while on the Business's property, the Business will be responsible to pay the cost of damage/repair. The Municipality will not assume any costs for damage or repair of recycle bins located offsite of Municipal property.

Term

7. The term of the Agreement commences on June 1st, 2022 and ends on September 1st, 2022 (the “Term”).
8. The term is offered as a trial basis to be reviewed by to determine feasibility of the future agreement.

Costs

9. The Municipality will be responsible for paying the following operating costs:
 - a. Transportation fees to the processing facility;
 - b. Processing fees at the processing facility
 - c. the above noted fees will only be paid by the Municipality if materials are satisfactorily accepted by the processing facility as properly sorted and uncontaminated materials.
10. The landlord and tenant agree that the tenant will remove the Groomer from the building during the month of May until the month of December of each year.
11. The landlord and tenant agree that the premises shall be shared by each party for the storage of various supplies ect. Usual to each business from time to time and that the landlord may conduct other business at the premises during the months of May thru December when the groomer is not located on the premises.
12. All changes to this lease must be in writing and signed by both parties with a minimum 90-day notice prior to renewal and added as an addendum to form part of this lease.
13. A change of rent can only be effected upon the lease renewal dates and will be added as an addendum signed by both parties and forming part of this lease.

Care and Use of Premises

14. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.
15. The Tenant will not engage in any illegal trade or activity on or about the premises.

Surrender of Premises

16. At the expiration of the lease, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use, wear and damages by the elements excepted.

Rules and Regulations

17. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the building, parking lot and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

General Provisions

18. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
19. This lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
20. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recoverable by the Landlord as rental arrears.
21. Time is of the essence in this Lease.
22. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding this date of this Lease will not be binding on either party to this Lease except to the extent incorporated in this Lease. In particular, no warranties of the Landlord not expressed in this Lease are to be implied.

IN WITNESS WHEREOF the Parties to this lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this ____ day of _____, _____

The United Townships of Head, Clara & Maria (Landlord)

Per: _____ (SEAL)

(Witness)

Missing Link Snowmobile Club (Tenant)

(Witness)

Per: _____

(SEAL)