

Schedule "A" to By-Law 2021-057

Memorandum of Agreement made this _____ day of _____, 2021.

Between:

**The Corporation of the Municipality of Brockton
(hereinafter called the "Municipality")**

And

Walkerton Agricultural Society (hereinafter called the "Ag Society")

The term of this agreement shall commence as of the 1st day of January 2021 and shall be completed on the 31st day of December 2024.

Whereas the Municipality and the Ag Society are entering into this agreement for the purpose of offering community programs and storage areas respectively;

And Whereas, the parties require access to facilities owned by the other to accomplish this goal;

And Whereas, it is hereby acknowledged the parties hereto agree as follows;

1. The Municipality:

- a) Shall make available its' ball diamonds, community centre auditorium and surrounding parking lot surface located at the Walkerton Community Centre to the Ag Society for the weekend of the Walkerton Little Royal Fair. The Ag Society will provide the Municipality with the date of the Walkerton Little Royal Fair at least four (4) months in advance to avoid other large events being booked at that time.
- b) Shall provide the surrounding parking lot and ball diamonds for functions organized by the Ag Society during the summer, example the annual car show, provided these areas were not previously rented by other parties.
- c) Shall accommodate the Ag Society when the Ag Society buildings are rented by removing items, etc. to allow for the events to occur unimpeded.
- d) Shall provide these facilities free of charge excluding any costs associated with custodial/maintenance, special equipment needs, instructional or materials incurred as a result of the Ag Society use.
- e) Shall provide tables and chairs to the Ag Society on request free of charge.
- f) Shall rent and pay the rate at the time of rental, for space used for winter storage. The rental fee to be charged shall be \$160.00 for 16 ft minimum in length of storage (with \$10.00 per foot thereafter) taxes included, for the months of December to April, to be amended from Ag Society from time to time with prior notice to the Municipality.

2. The Ag Society:

- a) Shall provide Building #3 (1st building east of the Community Centre/Arena) free of charge excluding any costs associated with custodial/maintenance, hydro costs for fixed yearly summer agreed period, special equipment needs or instructional materials incurred as a result of the Municipality's use.

3. The Municipality and the Ag Society.

- a) Shall follow the proper booking procedure to access each other's facilities.
- b) Shall ensure their activities are adequately supervised.
- c) Shall be responsible for any damage which occurs as a result of their use of the other's facility.
- d) Shall meet annually to review this agreement.
- e) Shall provide and keep in force general liability insurance in an amount of not less than two (2) million dollars per claim in respect to injury to or death of any person and injury to property and, on request, to provide each other with proof thereof.

This agreement shall be binding on the Ag Society and the Municipality of Brockton, their successors, administrators and assigns.

IN WITNESS WHEREOF the Board of the Ag Society and the Municipality of Brockton hereto have affixed their corporate seals attested by the hands of their duly authorized officers in that behalf.

The Corporation of the Municipality of Brockton

Per: _____
Mayor – Chris Peabody

Per: _____
Clerk – Fiona Hamilton

Date: _____

Walkerton Agricultural Society

President: _____
Sandy Droefke

Secretary: _____
Marg Dennie

Date: _____