

THIS LICENCE AGREEMENT made in duplicate this 7th day of June 2023

B E T W E E N:

THE MUNICIPALITY OF MIDDLESEX CENTRE
(hereinafter referred to as the “**Municipality**”)

OF THE FIRST PART

- and -

ICE ACADEMY OF MONTREAL - LONDON CAMPUS
(collectively referred to as the “**Ice Academy**”)

OF THE SECOND PART

WHEREAS the Municipality is the owner and operator of the Middlesex Centre Wellness and Recreation Complex located at 1 Tunks Lane, Town of Komoka, Municipality of Middlesex Centre, Province of Ontario which includes two (2) ice pads (the “**Complex**”);

AND WHEREAS the Ice Academy is a professional sport academy dedicated to the training and coaching of ice skaters, specifically ice dancing, and desires to provide their training and coaching services from Complex subject to the terms and conditions set out in this Licence Agreement;

AND WHEREAS the Ice Academy and Municipality desires to enter into this Licence Agreement for a period of two (2) years with an option to renew allowing the Ice Academy to rent ice at the Complex for the purposes of providing the Ice Academy’s training and coaching services during the specified and designated times as agreed to by the Parties and subject to the terms and conditions of this Licence Agreement;

AND WHEREAS the Municipality has agreed to rent ice time on the ice pad(s) at the Complex to the Ice Academy for the purposes of training and coaching individuals in ice skating including but not limited to ice dancing (the “**Training Activities**”);

AND WHEREAS the Ice Academy desires to use the ice pad(s) at the Complex for the purposes of their Training Activities during the daytime period between 6:00 a.m. to 4:00 p.m. Monday to Friday;

AND WHEREAS the use of the ice pad(s) between 6:00 a.m. to 4:00 p.m. Monday to Friday between the months of September to June is considered by the Municipality to be the ‘non-prime time’ ice time (the “**Non-Prime Time Period**”). Likewise, for the months of July and August and all Statutory Holidays the use of the ice pad(s) is considered to be ‘prime time’ ice time (“**Prime Time Hours**”) by the Municipality to fall within the “**Prime Time Hours**” of use;

AND WHEREAS the Municipality considers Prime Time Hours of use of the ice pad(s) at the Complex to be for the months of September to June; Monday to Friday from 4:00 p.m. to

11:00 p.m. and Saturday & Sunday from 8:00 a.m. to 11:00 p.m. and all operating hours of the Complex for the months of July and August and all Statutory Holidays;

AND WHEREAS the use of the ice pad(s) on Statutory Holidays will be subject to additional charges being applied to cover the applicable staff costs;

AND WHEREAS the Municipality agrees to provide a licence through this Agreement to the Ice Academy to use the specified ice pad(s) at the Complex during the Non-Prime Time Period at a reduced fee and during the Prime Time Hours at the regular rental fee as set out in Middlesex Centre's Fees and Charges By-law as may be amendment or replaced from time to time (the "**Rental Period**") subject at all times to the Municipality reserving the right to amend or alter the Rental Period for the purposes of accommodating certain specific events at the time of ice allocation;

AND WHEREAS the Municipality has agreed to provide the Ice Academy a reduced rate for the use of the ice pad(s) at the Complex during the Non-Prime Time Hours;

AND WHEREAS the Ice Academy has obtained, or will obtain, all of the necessary and appropriate permits, licenses, approvals, authorizations, and consents required by any governmental authority federal, provincial or municipal to for the purposes of providing the coaching / training services at the Complex and further acknowledges and agrees that at all times the Ice Academy shall comply with all laws, regulations, by-laws, policies, guidelines, directives of any federal, provincial or municipal governmental authority or body ("**Applicable Laws**");

NOW THEREFORE THIS INDENTURE WITNESSETH that, in consideration of the mutual agreements of the parties and in consideration of Ten (\$10.00) dollars now paid by each of the parties to the other, the receipt and sufficiency of which consideration is hereby acknowledged, the parties agree with each other as follows:

RECITALS

1. The above recitals are true in substance and in fact and are hereby incorporated into this Agreement by reference.

AGREEMENT

2. The Municipality through this Agreement is providing the Ice Academy a licence subject to the terms and conditions of this Agreement to utilize the ice pad(s) situated at the Complex for the purposes set out in this Agreement. The Ice Academy acknowledges that it is accepting the use of the Complex and ice pad(s) in their existing condition.

TERM

3. This Licence Agreement shall be in force starting from September 1, 2023, and continuing until August 31, 2025, subject to the renewal provisions set out in paragraph 5 below unless terminated prior thereto (the "**Initial Term**").

4. Provided the Ice Academy is not in default under this Agreement, the Ice Academy shall have the option to renew this Licence at the end of the Term for a further term of one (1) year from and after the expiry of the Initial Term on the same terms and conditions (“**Renewal Term**”) subject to any increases in the rental rates associated with the ice pad(s). If the Ice Academy wishes to exercise its option to renew, the Ice Academy shall provide written notice to the Municipality at least sixty (60) days prior to the expiry of the Initial Term (“**Option to Renew Period**”).
5. Either Party may terminate this Agreement upon providing the other with sixty (60) days written notice of its intention to terminate this Licence Agreement.

RATE

6. The Ice Academy agrees to pay to the Municipality an hourly rate of 40% of the current Non-Prime Time Rate rental fee for the ice pad(s) at the Complex during all Non-Prime Time hours as established by the Municipality’s current Fees and Charges By-law plus HST for the use of the ice pad(s) throughout the Non-Prime Time Period.
7. The Ice Academy agrees to pay the Municipality the applicable Prime Time Rate rental fee for the ice pad(s) at the Complex during all Prime Time Hours as established by the Municipality’s current Fees and Charges By-Law plus HST for the use of the ice pad(s) throughout the Prime Time Period.

ICE ACADEMY COVENANTS

8. The Ice Academy hereby covenants and agrees as follows:
 - a. To provide a Fall / Winter rental schedule on or before May 1st annually to the satisfaction of the Municipality, acting reasonably, clearly identifying, and setting out the times and dates during each month that the Ice Academy seeks to utilize the ice pad(s) at the Complex for the period starting September 1st up to and including March 31st of the following year;
 - b. To provide a Spring / Summer rental schedule on or before November 15th annually and confirmed no later than February 15th to the satisfaction of the Municipality, acting reasonably, clearly identifying, and setting out the times and dates during each month that the Ice Academy seeks to utilize the ice pad(s) at the complex for the period starting April 1st up to and including August 31st the following year;
 - c. To provide the insurance in the amount and manner set out in this Licence Agreement;

- d. To follow at all times the core values identified in [Middlesex Centre's Strategic Plan 2021-2026](#), as may be amended and replaced from time to time, including but not limited to the adoption of the core values being Respect, Cooperation, Innovation and Integrity;
- e. To comply with all Applicable Laws; and
- f. To provide to the Municipality a minimum of 30 days cancellation notice of any change or alteration to the monthly schedule with the monthly charges being updated to reflect the cancellation(s).
- g. To provide payment to the municipality within 30 days of the invoice date. Late payments shall be subject to a 1.25% interest penalty.

MUNICIPALITY COVENANTS

9. The Municipality covenants and agrees as follows:

- a. To make available a minimum of seven (7) hours per day up to a maximum of fourteen (14) hours per day the ice pad(s) at the Complex during the Non-Prime Time Period for the sole and exclusive use by the Ice Academy throughout the duration of this Licence Agreement; and
- b. At the beginning of each month, the municipality will provide to the Ice Academy, a monthly invoice for ice used during the previous month.

COMMERCIAL GENERAL LIABILITY INSURANCE

10. The Ice Academy shall, at their sole cost and expense obtain and keep in force during the duration of this Agreement, including any renewal term(s), insurance that satisfies the following with such insurance being to the satisfaction of the Municipality and underwritten by an insurer licensed to conduct business in the Province of Ontario and such insurance shall satisfy the following:

- a. such insurance shall provide comprehensive general liability insurance against claims for personal injury, death or property damage or loss arising in connection with the Ice Academy's use of the Complex;
- b. such insurance shall provide primary coverage to the Municipality as an additional insured;
- c. such insurance shall have limits of liability of at least Five Million (\$5,000,000.⁰⁰) Dollars per occurrence with an aggregate of not less than Six Million (\$6,000,000.⁰⁰);

- d. such insurance shall include a cross-liability clause protecting the Municipality against claims by the Ice Academy as if the Municipality were separately insured;
 - e. such insurance shall provide coverage which shall continue for the Term of this Agreement, including any Renewal Term; and
 - f. such insurance shall contain a clause that the insurance will not lapse, cancel or change or refuse to renew the insurance without first giving the Municipality sixty (60) days' prior written notice;
11. Forthwith after the execution of this Licence Agreement, the Ice Academy shall provide the Municipality with evidence of the insurance to be provided as required by this Licence Agreement in the form of a certificate or certificates of insurance issued by an authorized agent of the insurer on the face of which certificate shall be the following endorsement:
- The insurance evidenced by this certificate satisfies the insurance requirements of the Ice Academy Agreement dated XXXX, 2023 between the Municipality of Middlesex Centre and the Ice Academy.
12. Immediately after the execution of this Licence Agreement and no later than five (5) business days, the Ice Academy shall provide to the Municipality a copy of a valid Clearance Certificate from the Workplace Safety & Insurance Board, if required.

CERTIFICATE OF INSURANCE

13. The Ice Academy shall provide a Certificate of Insurance evidencing coverage in force at within a period of ten (10) days after the execution of this Agreement and such Certificate of Insurance shall be to the satisfaction of the Municipality.

INDEMNIFICATION

14. The Ice Academy shall defend, indemnify and save harmless the Municipality its elected officials, officers, employees, contractors, sub-contractors and agents from and against any and all claims of any nature, actions, causes of action, applicants, regulatory enforcement, administrative proceedings, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Ice Academy, or its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance or provision of the services under this Agreement. This indemnity shall be in addition to and not in lieu of any insurance to

be provided by the Ice Academy in accordance with this Agreement and shall survive the termination of this Agreement.

NOTICE

15. Any notice to be given pursuant to this Licence Agreement shall be sufficiently given if served personally upon the party or an officer of the party for whom it is intended, or mailed, or sent by e-mail in the case of:

The Municipality: Municipality of Middlesex Centre
Scott Mairs
Director, Community Services
10227 Ilderton Road
Ilderton, ON N0M 2A0
E-mail: mairs@middlesexcentre.ca

Ice Academy: Ice Academy of Montreal, London Campus
Scott Moir
11688 Charlton Dr
Denfield On N0M 1P0
scott@iceacademyofmontreal.com

ARBITRATION

16. Any and all disputes arising between the Parties hereunder shall be referred to the arbitration of three arbitrators, one to be nominated by the Ice Academy, one to be nominated by the Municipality, and the third to be appointed by the two so nominated before the reference is proceeded with and the decision of any two of the arbitrators shall be binding. A submission made under this paragraph shall be deemed to be a submission to arbitration within the provisions of the *Arbitration Act, 1991* (Ontario). The arbitrator(s) shall be instructed that time is of the essence in proceeding with the determination of any dispute and, in any event, the arbitration award must be rendered with sixty (60) days of the submission of such dispute to arbitration, or such other period as the Parties may agree.

GENERAL PROVISIONS

17. It is hereby mutually agreed between the Municipality and the Ice Academy that:
- a. No waiver of any of the provisions contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be construed as further or continuing waiver of any such provision or as a waiver of any provision contained in this Agreement;
 - b. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter of this Agreement and supersedes all prior agreements, representations, warranties, negotiations, discussions, and

understandings, whether oral or written, express or implied, with respect to the subject matter of this Agreement. Time is and shall continue to be of the essence;

- c. The invalidity of any provision of this Agreement or any covenant herein contained on the part of any Party shall not affect the validity of any other provisions or covenant hereof or herein contained;
- d. This Agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated, in all respects, as an Ontario contract. The Parties hereto irrevocably attorn to the exclusive jurisdiction of courts located in London, Ontario, Canada;
- e. Notwithstanding anything contained in this Agreement, neither party shall be liable to any other party for any lost profits, lost revenues or, failure to realize expected savings even if informed of the possibility thereof in advance;
- f. No waiver of a breach of any of the covenants of this Agreement shall be construed to be a waiver of any succeeding breach of the same or any other covenant;
- g. The Ice Academy shall not assign this Agreement or sublet their ice time without obtaining the prior written consent of the Municipality and such consent may be arbitrarily withheld by the Municipality;
- h. Nothing in this Agreement and the Ice Academy shall be construed by the Parties nor by any third party as creating a relationship of principal and agent or of a partnership or of a joint venture or of an employer-employee relationship and shall not be deemed to create any relationship between the Parties other than arms' length contracting Parties; and,
- i. All of the provisions of this Agreement are to be construed as covenants and agreements as though words importing such covenants and agreements were used in each separate paragraph hereof, and all such provisions shall be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns.

FURTHER ASSURANCES

18. Each of the Parties hereto shall from time-to-time hereafter and upon any reasonable request of the other, execute and deliver, make, or cause to be made all such further acts, deeds, assurances and things as may be required or necessary to implement and carry out the true intent and meaning of this Agreement.

COUNTERPARTS

19. This Agreement may be executed in counterparts and delivered by facsimile transmission or e-mail, and when each party has executed and delivered a counterpart, each such counterpart shall be deemed to be an original and all such counterparts when taken together shall constitute one and the same Agreement.

Signature page on following page.

IN WITNESS WHEREOF the proper officers of the parties hereto have executed this Agreement:

ICE ACADEMY OF MONTREAL

Per: _____
Name: Scott Moir
Title: Managing Director

I have the authority to bind the Ice Academy of Montreal

**THE MUNICIPALITY OF MIDDLESEX
CENTRE**

Per: _____
Name: Michael Di Lullo
Title: CAO

Per: _____
Name: James Hutson
Title: Clerk

I/We have the authority to bind Corporation