

THIS LICENCE AGREEMENT made in duplicate this 17<sup>th</sup> day of September 2025

**B E T W E E N:**

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

OF THE FIRST PART

- and -

**ABILITIES CENTRE – LONDON CAMPUS**  
(collectively referred to as the “**Abilities Centre**”)

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, Komoka, Ontario in the Municipality of Middlesex Centre (the “**Complex**”), in the Province of Ontario which includes three community room Pods (the “**Pods**”);

**AND WHEREAS** the Abilities Centre is a program designed to support high school aged student-athletes participating in high performance sports as they strive for success at regional, provincial, national, and international levels of competition;

**AND WHEREAS** the Abilities Centre desires to enter into this Licence Agreement for a period of two (2) years with an option to renew, allowing the Abilities Centre to rent specifically Pods ‘B & C’ at the Complex for the purposes of providing teaching 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 the designated Pods at the Complex to the Abilities Centre for the purposes of teaching the students/athletes (“**Teaching Activities**”);

**AND WHEREAS** the Abilities Centre desires to use the Pods at the Complex for the purposes of their Teaching Activities during the daytime period between 8:00 a.m. to 3:00 p.m. Monday to Friday;

**AND WHEREAS** the use of the Pods between 8:00 a.m. to 3:00 p.m. Monday to Friday between the months of September to June is considered by the Municipality to be a ‘non-prime time’ period (“**Non-Prime Time Period**”);

**AND WHEREAS** the Municipality agrees to provide a Licence through this Agreement to the Abilities Centre to use the designated Pods (B & C) at the Complex during the Non-Prime Time Period at a reduced fee;

**AND WHEREAS** the Municipality has agreed to provide the Abilities Centre a reduced rate for the use of the Pods at the Complex during the Non-Prime Time Period;

**AND WHEREAS** the Abilities Centre has obtained, or will obtain, all of the necessary and appropriate permits, licenses, approvals, authorizations, and consents required by any governmental authority such as federal, provincial or municipal, for the purposes of providing the Teaching Activities at the Complex and further acknowledges and agrees that at all times the Abilities Centre 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 Abilities Centre a Licence subject to the terms and conditions of this Agreement, to utilize Pods B & C situated at the Complex for the purposes set out in this Agreement. The Abilities Centre acknowledges that it is accepting the use of the Complex and Pods in their existing condition.

### **TERM**

3. This Licence Agreement shall be in force starting from October 1, 2025, and continuing until June 30, 2027, subject to the renewal provisions set out in paragraph 5 below unless terminated prior thereto ("**Initial Term**").
4. Provided the Abilities Centre is not in default under this Agreement, the Abilities Centre shall have the option to renew this Licence at the end of the Term for a further term of two (2) years 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 Pods. If the Abilities Centre wishes to exercise its option to renew, the Abilities Centre 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 Abilities Centre agrees to pay to the Municipality an hourly rate of the current rental fee minus 40% for Pods B & C at the Complex during all Non-Prime Time Period hours as established by the Municipality's current Fees and Charges By-law plus.
7. The Abilities Centre agrees to pay the Municipality the applicable rental fee for any Pods used at the Complex during all hours outside of the Non-Prime Time Period as established by the Municipality's current Fees and Charges By-Law plus HST.

## **ABILITIES CENTRE COVENANTS**

8. The Abilities Centre hereby covenants and agrees as follows:
  - a. To provide a Fall/Winter rental schedule on or before May 1<sup>st</sup> annually to the satisfaction of the Municipality, acting reasonably, clearly identifying, and setting out the times and dates during each month that the Abilities Centre seeks to utilize the Pods at the Complex for the period starting September 1<sup>st</sup> up to and including June 30<sup>th</sup> of the following year;
  - b. To provide the insurance in the amount and manner set out in this Licence Agreement;
  - c. 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;
  - d. To comply with all Applicable Laws; and
  - e. 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).
  - f. 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 (14) hours per day between Pods B & C at the Complex during the Non-Prime Time Period for the sole and exclusive use by the Abilities Centre throughout the duration of this Licence Agreement; and

- b. At the beginning of each month, the municipality will provide the Abilities Centre with a monthly invoice for time used during the previous month.

### **COMMERCIAL GENERAL LIABILITY INSURANCE**

10. The Abilities Centre 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 Licenced 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 Abilities Centre'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 Abilities Centre 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 Abilities Centre 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 Abilities Centre Licence Agreement dated September 17, 2025 between the Municipality of Middlesex Centre and the Abilities Centre.

12. Immediately after the execution of this Licence Agreement and no later than five (5) business days, the Abilities Centre 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 Abilities Centre shall provide a Certificate of Insurance naming the Municipality of Middlesex Centre as an additional insured, 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 Abilities Centre 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 Abilities Centre, 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 Abilities Centre 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  
                                  Michael Di Lullo, CAO  
                                  10227 Ilderton Road  
                                  Ilderton, ON N0M 2A0  
                                  E-mail: [dilullo@middlesexcentre.ca](mailto:dilullo@middlesexcentre.ca)

ABILITIES CENTRE: Michael Cvitkovic, President & CEO  
                                  1 Jim Flaherty Street  
                                  Whitby, ON L1N 0J2  
                                  E-mail: [REDACTED]

## **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 Abilities Centre, 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 Abilities Centre 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 Abilities Centre 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 Abilities Centre 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:

**ABILITIES CENTRE**

Per:   
Name: Michael Cvitkovic  
Title: President & CEO

I have the authority to bind the Abilities Centre

**THE MUNICIPALITY OF MIDDLESEX  
CENTRE**

Per: \_\_\_\_\_  
Name: Aina DeViet  
Title: Mayor

Per: \_\_\_\_\_  
Name: Brianna Hammer-Keidel  
Title: Clerk

I/We have the authority to bind Corporation