

CONDITIONAL BUILDING PERMIT AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2020.

BETWEEN:

The Corporation of the Town of Fort Frances
(the "Municipality")

-and-

(the "Applicant")

-and-

(the "Owner")

WHEREAS:

A. An emergency (the "State of Emergency") has been declared under and pursuant to the Emergency Management and Civil Protection Act, R.S.O. 1990, Chapter E.9 and regulations thereunder, as may be amended (collectively, the "Act");

B. The Act and orders pursuant thereto, as well as other laws of authorities having jurisdiction and otherwise, set out and provide for, among other things, conditions, restrictions, requirements, and limitations (collectively, the "Restrictions and Requirements") with respect to construction, maintenance, repair, businesses, the operation of businesses, and otherwise;

C. The Owner is the owner of the lands and premises (the "Property"):

(i) municipally described as _____, and

(ii) legally described as _____;

D. The Applicant has, by and on behalf of the Owner, made application to the Municipality for the issuance of a building permit for and in respect of the Property; and

E. The Municipality has, subject to and upon the terms and conditions set out in this conditional building permit agreement (the "Agreement"), agreed to issue to the Applicant a conditional building permit (the "Conditional Building Permit") attached to and forming part of this Agreement as **Schedule A**.

NOW THEREFORE the Municipality, the Applicant, and the Owner (collectively the “Parties”, individually a “Party”) agree as follows:

1. The Municipality, subject to and upon the terms, conditions, confirmations, acknowledgments, and covenants, of and by the Applicant and the Owner as set out and provided in this Agreement, agrees to issue to the Applicant, the Conditional Building Permit.

2. The Applicant and the Owner:

(a) confirm, acknowledge, and agree that the Applicant and the Owner are aware of, and understand, the Act and the Restrictions and Requirements;

(b) confirm, acknowledge, and agree that the Applicant and the Owner shall follow and abide by any and all applicable laws and Restrictions and Requirements in respect of or in relation to construction and/or repair and/or maintenance and/or otherwise, and whether imposed as at the date of the issuance of the Conditional Building Permit or in the future;

(c) shall ensure that any person or other entity (collectively, “Any Entity”) hired or otherwise engaged by the Applicant and/or the Owner for the purposes of construction and/or repair and/or maintenance and/or otherwise follow and abide by all applicable laws and Restrictions and Requirements, whether imposed as at the date of the issuance of the Conditional Building Permit or in the future;

(d) shall and do hereby assume all risk in commencing and/or proceeding with, construction and/or repair and/or maintenance and/or otherwise;

(e) confirm, acknowledge, and agree that the Conditional Building Permit may, without prejudice to and without limiting any other right or remedy the Municipality may have in law or equity, be revoked by the Municipality at any time and from time to time if the Applicant and/or the Owner and/or Any Entity fails to follow or abide by all applicable laws and Restrictions and Requirements, whether imposed as at the date of the issuance of the Conditional Building Permit or in the future, and, upon and notwithstanding any such revocation, the Applicant and the Owner shall be solely responsible and liable for any costs and expenses whatsoever due to, resulting from, or occasioned by, any such revocation without recourse and/or right whatsoever against the Municipality;

(f) shall, if so ordered by the Chief Building Official of the Municipality (the “Chief Building Official”), remove, at the Applicant and the Owner’s sole expense, the building and/or any other improvements constructed and/or repaired and/or maintained and/or otherwise in or on the Property pursuant or in relation to the Conditional Building Permit and restore the site in the manner specified by the Chief Building Official if the Applicant and/or the Owner and/or Any Entity is in default of any obligation on the Applicant and/or the Owner and/or Any Entity’s part to be observed and performed under or pursuant to this Agreement;

(g) shall and do hereby agree to indemnify and save the Municipality harmless from any and all claims, demands, costs, suits, actions, causes of action, proceedings, loss, damage, expense, and/or liability or injury, of any nature or kind whatsoever, made and/or incurred by the Applicant and/or the Owner and/or the Municipality and/or any other person or entity or thing or otherwise and whether for property damage, personal injury, or death, or otherwise, arising out of, resulting from, caused by, or in any manner connected and/or related to, the issuance of this Conditional Building Permit to the

Applicant, and/or the Applicant and/or the Owner commencing and proceeding with construction and/or repair and/or maintenance and/or otherwise, and/or the Applicant and/or the Owner and/or Any Entity refusing, failing, or neglecting to follow or abide by all applicable laws and/or Restrictions and Requirements; and

(h) confirm, acknowledge, and agree that the Municipality, by issuing the Conditional Building Permit as provided for herein to the Applicant or otherwise, does not acknowledge or approve of any of the terms of any agreement made between the Applicant and/or the Owner and Any Entity, or otherwise, with respect to any construction and/or repair and/or maintenance and/or otherwise done or to be done in or on the Property or otherwise.

3. The Applicant and the Owner shall at all times hereafter execute and deliver all such further documents and instruments, and shall do such further acts and things necessary or desirable to give effect to this Agreement.

4. If the Applicant and/or the Owner is constituted by more than one person or entity, the obligations of each such person and/or entity hereunder shall be joint and several.

5. This Agreement may be registered against title to the Property and the Municipality is entitled to enforce its provisions against the Owner and, subject to the Registry Act and the Land Titles Act, any person or entity acquiring any interest in the Property subsequent to the registration of the Agreement.

6. The Owner of the Property represents, confirms, and acknowledges that the Applicant is the authorized agent and representative of the Owner for all purposes of the application for the Conditional Building Permit and/or any matter or thing related to or in respect thereof, and that the Applicant has authority to bind the Owner.

7. There is no representation, warranty, collateral agreement, or condition, which affects this Agreement other than as expressed herein.

8. This Agreement shall be read with all changes of gender or number required by the context.

9. This Agreement shall be interpreted under and governed by the laws of the Province of Ontario.

10. This Agreement may be executed by the Municipality, the Applicant, and/or the Owner in separate counterparts by original, facsimile, or scanned email transmission, each of which when so executed and delivered shall be deemed to be an original and all of which together shall constitute one and the same document.

11. This Agreement and everything contained in it shall enure to the benefit of and be binding upon the Parties and their successors and assigns.

IN WITNESS WHEREOF the Parties have executed this Agreement.

Witness

Applicant

Witness

Owner

The Corporation of the Town of Fort Frances

per: _____
Chief Building Official