

THIS AGREEMENT made this _____ day of _____, 2019.

B E T W E E N:

Goofday Wholesales (Crozier) Ltd. o/a 'The Sleepy Owl'

("The Sleepy Owl")

- a n d -

The Corporation of the Town of Fort Frances

(collectively, the "The Town")

WHEREAS Section 11 (3) 7. Of the Municipal Act, 2001, S.O. 2001 as amended, grants authority to the Municipality to pass by-laws respecting matters regarding Structures, including fences and signs;

AND WHEREAS Section 391 (1) (c) of the Municipal Act, 2001, S.O. 2001 as amended, grants authority to the Municipality to pass by-laws imposing fees for the use of its property including property under its control;

AND WHEREAS The Corporation of the Town of Fort Frances is the registered owner of the lands and premises municipally known as 1003 Frog Creek Road, Fort Frances, Ontario ("1003 Frog Creek Road").

NOW THEREFORE in consideration of the mutual covenants contained herein, The Sleepy Owl and The Town (collectively, the "parties") agree as follows:

1. The Town agrees to permit an 8' x 16' sign owned by The Sleepy Owl to be installed at 1003 Frog Creek Road (Lat. 48 38.931'N and Long. -93 26.145'W) as depicted on Schedule 1.
2. The sign structure shall be securely built, constructed and erected to conform to the standards set forth in the Town of Fort Frances 'Sign By-law'.
3. The Owner of the sign shall at all times maintain the sign in a proper and safe state of repair and shall not allow or permit the sign to become dilapidated or unsightly. Where the Town finds the sign to be abandoned or in a state of disrepair, the Town, by notice in writing, order the Owner of the sign, to:
 - a. Remove the sign and all related structural components within a specified time period, as outlined in the written notice, or
 - b. Take such measures as are specified in the written notice to alter or refurbish the sign.
4. In the event that an existing sign is causing a public safety problem, is abandoned, in a state of disrepair and the Owner of the sign has not responded to the written notice, the Town has the authority to remedy the situation and will invoice accordingly and the debt shall be collectible and recoverable as per the Town's Collection Policy.
5. The land and the sites in and about where the billboard sign is located shall at all times be maintained in a neat and clean manner, free from all loose papers and rubbish and surrounding grass and brush must be kept trimmed.
6. The Owner of the sign shall pay to the Town an annual fee in accordance with the 'User Fee By-law'.
7. The Owner of the sign will indemnify and save harmless the Town of Fort Frances, its employees, agents and councilors from and against all claims, demands, losses, damages, costs and expenses made against or incurred, suffered or sustained by the Town arising out of or from anything done or omitted to be done by the Owner of the sign or any employee, officer, director or sub-contractor of the Owner of the sign.

8. The Owner of the sign shall ensure that all sign installation and maintenance work is carried out in accordance with the Ontario Occupational Health & Safety Act and all applicable regulations and legislation. Further, prior to commencement of any work on the Town property, the Owner of the sign will provide the Town (By-law department) with a copy of WSIB Clearance Certificate.
9. The Owner of the sign agrees to provide the necessary insurance to the satisfaction of the Town of Fort Frances prior to commencement of any site works which shall include:
- a. Comprehensive General Liability insurance for a limit of no less than \$2,000,000 and naming the Town of Fort Frances as additional insured.
10. This agreement may be registered on/against title to 1003 Frog Creek Road and shall serve as perpetual notice to successors in title and otherwise.
11. This agreement shall be effective for a period of five years from the date first above written. A written request from the Owner of the sign for renewal for an additional 5 years must be received by the Town 30 days prior to expiration of this agreement. Failing receipt of request for renewal, this agreement will be deemed to terminate at the 5-year anniversary date. If the agreement terminates, the Owner of the sign will remove the sign immediately from the Town's property.
12. This Agreement shall ensure to the benefit of, and be binding upon, the parties and their respective heirs, executors, administrators, successors, and assigns.
13. This agreement may be terminated by either party upon 60 days written notice to the other party as follows:

The Town of Fort Frances
Town Clerk
320 Portage Avenue
Fort Frances, ON P9A 3P9

Goodday Wholesales (Crozier) Ltd
o/a The Sleepy Owl

Fort Frances, ON P9A ____

IN WITNESS WHEREOF the parties have executed this Agreement.

SIGNED, SEALED & DELIVERED)	
In the presence of:)	
)	
)	
_____)	_____ (seal)
Witness)	The Sleepy Owl
)	Goodday Wholesales (Crozier) Ltd.
)	
SIGNED, SEALED & DELIVERED)	
In the presence of:)	
)	
_____)	_____ (seal)
Witness)	Mayor, Town of Fort Frances
)	
_____)	_____ (seal)
Witness)	Clerk, Town of Fort Frances
)	