

THIS AGREEMENT to come into effect the **1st day of September, 2019.**

B E T W E E N :

THE CORPORATION OF THE TOWN OF FORT FRANCES

hereinafter called the "Town" or "Lessor".

- AND -

RAINY LAKE GYMNASTICS ACADEMY

hereinafter called the "Lessee".

In addition to the Memorial Sports Centre Auditorium - Rental Agreement Terms and Conditions and Community Services Facility Rental Policy, the parties hereby agree to the following:

1. Term of Lease – 2 year term (September to April each season, for the seasons 2019-2020 and 2020-2021).
2. Rental fee – Will be charged as per the Auditorium contracted hourly rate listed in the Town of Fort Frances user fee schedule subject to change at any time by Council resolution (May 2019 rate - \$32.35).
3. Scheduling – Memorial Sports Centre staff will meet with the Lessee before July 31st each year to determine the Fall (September –December) schedule and before November 30th each year to determine the Winter (January – April) schedule.
4. Gymnastics Equipment – The Lessee will be solely responsible for setup and takedown of any equipment that is required for their use of the Auditorium. The Lessee hereby agrees to have equipment moved as required by the facility management to accommodate other facility needs and uses by management. The Lessee agrees to pay an additional fee to cover all costs reasonable as determined by management if they fail to move their equipment as stipulated by Memorial Sports Centre management. The Lessee will have access to a portion of the 'Tables and Chairs room' on the 2nd floor of the Ice for Kids rink.
5. Other Events – For any and all events that have already been scheduled in the auditorium, the Lessee will ensure that their equipment is removed from the facility and properly stored. In an attempt to minimize the Lessee's equipment setup and takedown, Memorial Sports Centre management will only book additional auditorium events that are deemed necessary.
6. The Lessee shall assume all liability for damages caused directly or indirectly by him/her or his/her members and invitees while using the facilities.
7. The Lessee shall assume risks of damage and injury while on the premises for him/her and his/her members and invitees, and hold the Lessor harmless and indemnified there from.
8. The Lessee shall have in force \$5,000,000 of liability insurance with the Town of Fort Frances named as an additional insured.

THE CORPORATION OF THE TOWN OF FORT FRANCES

- AND -

RAINY LAKE GYMNASTICS ACADEMY

IN WITNESS WHEREOF the Town hereto has affixed its Corporate Seal and attested by its proper Officers duly authorized on their behalf and has hereunto set

SIGNED SEALED
AND DELIVERED

THE CORPORATION OF THE TOWN
OF FORT FRANCES

MAYOR:_____

CLERK: _____

Per:_____Printed:_____

(Rainy Lake Gymnastics Academy)

Per:_____Printed:_____

(Rainy Lake Gymnastics Academy)

Witness:_____Printed:_____