

THIS AGREEMENT IS MADE BETWEEN:

**CORPORATION OF THE TOWN OF BLIND RIVER**

Party of the First Part

**-and-**

**DANCEWORKS**

Party of the Second Part

**PREAMBLE:**

WHEREAS the Corporation of the Town of Blind River (hereinafter referred to as the “Town”) is the owner, operator, and lessee of The Blind River Community Centre Hall;

AND WHEREAS DanceWorks “Dance and Wellness Studio” (hereinafter referred to as “DanceWorks”) is a business operating as a dance-related training company.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

**1. Declaration of Intent and Appointment DanceWorks as agent:**

The Town and DANCEWORKS hereby both declare that, given DANCEWORKS’ successful trial year at The Blind River Community Centre, that both parties enter into a multi-year agreement.

Accordingly, by these presents, and on the terms and conditions hereinafter stipulated, the Town hereby approves DanceWorks’ use of The Blind River Community Centre Hall, located at 110 Indiana Avenue Blind River ON P0R 1B0.

**2. Operations to Conform to Lease and Policies**

It is agreed that DanceWorks shall provide proof of insurance prior to the start of each dance season. Invoices will be provided to DanceWorks on a monthly basis.

**3. Rental Rates**

DANCEWORKS shall be approved for the following rental structure:

<b>Year</b>	<b>Rate per Session (excluding HST)</b>
2024-2025	\$ 105.00
2025-2026	\$ 110.00
2026-2027	\$ 115.00

**4. Term of Agreement**

The term of this agreement shall begin and be effective on the date of the 1<sup>st</sup> of July 2024 by both parties and terminate on the 31<sup>st</sup> day of June, 2027 unless otherwise renewed, in accordance with the provisions hereinafter stated.

## **5. Agreement Renewal**

This agreement shall be reviewed by the parties on or before February 1, 2027.

If neither party has given a notice to the other, in writing, of its desire to terminate this agreement, a renewal agreement will be created to reflect updated rental rates. In order for a termination notice to be effective, it must be delivered by one party upon the other at least thirty-one (31) calendar days prior to the end of any term hereof or any renewal thereof.

For the purposes of this article, the notice by the party giving same shall simply specify such party's desire to terminate the agreement on the last day of any current term during which such notice is given.

For the purposes of service of such notice, if such is to be served upon the Town, then such notice shall be delivered at the Town Hall office, during regular business hours at 11 Hudson Street in the Town of Blind River.

Further, it shall be the responsibility of DanceWorks to review this agreement each year with the Officers of the Town to ensure the understanding of the terms of the relationship between the Town and DanceWorks.

## **6. No Ownership Acquired by DanceWorks**

It is understood and agreed by DanceWorks that throughout the term of this agreement or any renewals thereof, DanceWorks does not and will not acquire any property rights or interest in any of the business' activities, goodwill, chattels, equipment, fixtures or appurtenances.

## **7. Termination By Breach**

In the event of a breach of this agreement, or any renewals thereof, by DanceWorks, the Town shall serve a written notice, setting out the alleged breach and the remedies acceptable to the Town for the remedy of such breach which notice shall be served upon DanceWorks in like manner as service of a notice of termination hereinbefore stipulated.

Upon receipt of such notice (with all time periods being calculated as commencing on the third calendar day after the posting of such notice (not including the date of posting)), DanceWorks shall have twenty-five (25) days within which to rectify such breach to the satisfaction of the Town (which such period for rectification may be extended by the consent of the parties hereto). In the event the breach is rectified within the time period allowed, this agreement shall continue to be in full force and effect and the aforesaid breach shall not be cause for termination.

In the event the breach is not rectified within the time periods specified, the Town may declare this agreement null and void on a date specified by the Town with all the rights and obligations of DanceWorks terminated forthwith and the Town may enter upon the Community Centre Hall premises and take direct control and management of the area.

Further, in the event the breach by DanceWorks incurs liability for the Town, the obligation of DanceWorks is to indemnify the Town for such breach shall survive the termination of this agreement.

Conversely, in the event of a breach of this agreement by the Town, DanceWorks may serve written notice of such breach upon the Town in like manner as for the giving of notice for the termination of this agreement by way of non-renewal with the calculation of all time periods beginning with the third day after service (not include the date of service).

The notice delivered by DanceWorks to the Town shall specify the breach and the action required by the Town to remedy such breach to the satisfaction of DanceWorks. The Town shall then have twenty-five (25) calendar days after the service of the notice within which to remedy the breach to DanceWorks' satisfaction (unless such period is extended upon the mutual consent of both parties) and if such breach is so rectified, this Agreement will continue to be in full force and effect and the breach may not be used for grounds as termination.

In the event the breach is not rectified within the time period allowed (or any extensions thereof agreed to by the parties) DanceWorks may declare this Agreement null and void and terminate its management responsibilities and obligations under this Agreement forthwith on the date of such termination declared by DanceWorks in writing and served upon the Town in like manner as hereinbefore provided for the termination of this Agreement by way of non-renewal.

Further, in the event the breach of this Agreement by the Town has or does result in DanceWorks incurring liability, the Town's obligations to indemnify the Corporation for such breach, shall survive termination.

## **8. Insurance**

It is agreed and understood by the parties hereto that, heretofore, prior to the execution of this Agreement, all forms of insurance indemnity required for the operation of DanceWorks Dance Classes shall be provided to the Town, namely liability, fire hazard, theft, vandalism, third party liability, errors and omissions and it is hereby agreed and understood that DanceWorks, upon the execution of this Agreement, shall ensure all such forms of insurance indemnity required for the operation of DanceWorks' Blind River-based studio are in good standing, with proof provided to the Town April 1 of each year.

## **9. Agreement Binding**

This Agreement shall be binding upon the respective parties hereto, their successors or assigns.

## **10. No Amendment**

There shall be no amendment to this Agreement save and except as is reduced to writing, executed by the parties hereto and attached herewith and forming a part hereof.

**11. Governing Law**

The governing law in connection with the enforcement and interpretation of this Agreement shall be the laws of the Province of Ontario both in statutory form and at common law.

DATED AT BLIND RIVER this \_\_\_\_\_ day of \_\_\_\_\_, 2024

Corporation of the Town of Blind River  
PER:

\_\_\_\_\_  
Sally Hagman, Mayor

\_\_\_\_\_  
Kathryn Scott, CAO/Clerk

DATED AT BLIND RIVER this \_\_\_\_\_ day of \_\_\_\_\_, 2024

DanceWorks Dance and Wellness Studio  
PER:

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