



**CORPORATION OF THE TOWN OF INGERSOLL  
BY-LAW NO. 10-4565**

**A by-law to authorize the execution of a License  
Agreement between Ingersoll Support Services and the  
Town of Ingersoll**

**WHEREAS** the Town of Ingersoll desires to enter into an Agreement for the lease of part of the premises within the Fusion Youth Centre located at 121 Thames St. N, in the Town of Ingersoll further described in Schedule “A” of the agreement.

**NOW THEREFORE** the Council of The Corporation of the Town of Ingersoll enacts as follows:

- (1) That the Mayor and the Clerk are hereby authorized to execute a License Agreement between Ingersoll Support Services and the Town of Ingersoll and to affix the seal of The Corporation of the Town of Ingersoll hereto.
- (2) That a copy of the said agreement shall be annexed to and form part of this by-law.

**READ** a first and second time in Open Council this 14th day of June, 2010

**READ** a third time in Open Council and passed this 14<sup>th</sup> day of June,2010.

**THE CORPORATION OF THE TOWN OF INGERSOLL**

\_\_\_\_\_  
**Paul Holbrough, Mayor**

\_\_\_\_\_  
**Elaine Clark, Clerk**

**TOWN OF INGERSOLL  
LICENSE AGREEMENT**

THIS AGREEMENT made in triplicate as of the 31<sup>st</sup> day of May 2010

**BETWEEN:**

**The Corporation of the Town of Ingersoll  
(the "Licensor")**

- and -

**Ingersoll Support Services  
(the "Licensee")**

In consideration of the foregoing, and of the mutual covenants and undertakings herein contained and expressed, it is agreed among the parties as follows:

1. **Grant of License**

The Licensor hereby grants to the Licensee the license and privilege (irrevocable in accordance with the terms hereof) to use the premises within the Fusion Youth Centre located at 121 Thames St. N., Town of Ingersoll, further described in Schedule 'A' Premises hereto attached; for the purpose of general use as a program space for the Licensee service delivery, satellite office and ancillary use, and for no other purpose without the prior written consent of the Licensor, such consent not to be unreasonably withheld or delayed, subject to the further terms and conditions hereof. The dedicated building area agreed upon to be comprised of approximately 1,500 square feet, along with common areas as described in Schedule 'A' and illustrated in Schedule 'B' hereto attached.

2. **Term**

The Licensee shall lease for a 3 month period commencing June 1, 2010 terminating on September 1, 2010 with the option of a one year renewal.

Dedicated space will be exclusive to the Licensee between the hours of 10am-2:15pm Monday to Friday, allowing the Licensor to use or rent out space for other purposes after Licensee's regular operating hours.

### 3. License Fee

The Licensee shall pay to the Licensor for the License hereby granted for a 3 month license fee from June 1, 2010 to September 1, 2010 in the amount of eighteen hundred dollars (\$1,800.00), payable at the monthly rate of six hundred dollars (\$600.00) and is subject to 5% GST for June 2010, 13% HST there after, in advance of the first of the month. If the Licensee and Licensor choose to renew a one year option, the license fee could be re-negotiated at time of renewal.

The Licensee shall provide the License fee on, or before the commencement of the term and shall provide subsequent License fees on the first of each month.

License fee include the following:

1. **Facility Services:** janitorial services on a nightly basis, all utilities, IT support for all computer and server issues, and repairs. Fee will also include the cost of all general room repairs, maintenance and upkeep of leased space.
2. **Equipment and furnishings:** Couches, pool table, foosball table, café tables, large screen TV, gaming consoles, lounge sound system, and bar area with stools.
3. **Common areas:** As outline in Schedule 'A' and illustrated in Schedule 'B' the optional use of other facility common areas on a casual basis (at no cost) may be utilized in good faith with reasonable notice of one to three days to the Licensor, in that such use is not in conflict with other Licensed facility users or bookings. The Licensee must speak with the facility's bookings coordinator and book space accordingly to the Licensor's policies and procedures (See conditions of use of space).
4. **Key Responsibility:** The Licensee will not be given any keys for the leased space and the responsibility to open and close the Licensee space will be that of the Fusion Youth Centre. Fusion Centre employees will be responsible for the opening and locking of the facility at all times.
5. **Other direct costs:** It is the responsibility of the Licensee to pay for all room improvements, upgrades and all other expenses related to the Lease that are not included in this agreement. Such costs include extra phone line, further Town IT support, facility and equipment damages caused by Licensee, long distance calls, equipment setup costs, photo copier repair and supplies etc. Before any expense is incurred the Licensee will need to approve all quotes and related expenses before authorization is given to move ahead.

Conditions of space include:

1. All rooms, including the Licensee dedicated space (Lounge) and any use of common areas including use of the kitchen is required be left the way the room/space was found upon the Licensee use of the space. Any cleaning, re-organizing or changes that need to be made to the space must complete prior to 2:30pm each day the Licensee uses the space at the Fusion Youth Centre
2. All damages caused by Licensee will be their sole reasonability to pay for any expenses related to all equipment repair and replacement caused by the Licensee.
3. Access to common areas is on a casual basis only and cannot be booked on a weekly/regular basis without an additional charge being inquired. Common areas are left for casual use and are not intended for ongoing programming bookings. The Lounge is considered the Licensee's dedicated space for permanent and ongoing programming.
4. Use of the Kitchen on a regular basis with the understanding that the Licensor and other lease holders in the Fusion Youth Centre facility have access to this space as well. The kitchen space is shared amongst all facility members and will be used on occasion for their purposes as well. The Licensor has first right to the Kitchen space without any prior notice and the Licensee has access to the use of the Kitchen daily. The Kitchen space is not considered in the Licensee dedicated space and therefore can be used on a daily basis with the understanding that others will also have access to the Kitchen area as well. All food supplies in the kitchen must be fully supplied by Licensee and no use of the Licensor food supplies will be permitted. Dishes and kitchen equipment can be used by the Licensor as necessary.
5. All repairs, maintenance or equipment malfunctions should be reported to the Fusion Centre staff immediately.

4. **Licensee Not a Lessee, etc**

No legal title or leasehold interest in the Licensed Premises shall be deemed or construed to have been created or vested in the Licensee by anything contained herein.

5. **Licensee's Improvements**

The Licensee shall have the right to undertake initial improvements and any minor alterations thereto within the area of their Licensed Premises at any time during the Term, subject to the prior written approval of the Licensor, such approval not be unreasonably withheld or delayed.

6. **Licensee's Indemnity**

Save and except for any damage arising from the negligent act or omission of the Licensor or any person for whom it is in law responsible, the Licensee agrees to indemnify and save harmless the Licensor from and against any and all claims, including, without limitation, all claims for bodily injury or property damage arising from any act or omission of the Licensee or any assignee, subtenant, agent, contractor, servant, employee, invitee or licensee of the Licensee and from and against all costs, counsel fees, expenses and liabilities incurred in connection with any such claim or any action or proceeding brought thereon.

7. **Insurance**

The Licensor acknowledges that the Licensee in respect of damage to the Licensed Premises is self-insured any in respect of third party liability maintains a comprehensive blanket policy of insurance, and therefore shall not require the Licensee to obtain any insurance coverage.

8. **Assignment and Sub-Licensing**

This Agreement and the License and privileges granted to the Licensee hereunder are personal to the Licensee and shall not be assigned or sub-licensed either in whole or in part by the Licensee without the consent in writing of the Licensor, which consent by the Licensor may not be unreasonably withheld.

9. **Termination on Default by Licensee**

If the Rent hereby reserved, or any part thereof, shall be in arrears or if the Licensee shall make default in the observance or performance of any of the Licensee's covenants or agreements contained in this Agreement and such arrears or default shall continue for a period of thirty (30) days, then the Licensor may give the Licensee notice requiring the Licensee to pay the arrears or remedy the default within sixty (60) days of receipt of notice or such longer period as is reasonably required under the circumstances. If the Licensee fails to pay the arrears or to commence to remedy the default within such period, the Licensor may, by giving the Licensee prior written notice, re-enter Licensed Premises and the Licensee shall forfeit all right, title and interest in the Licensed Premises to the Licensor.

10. **Renewal**

Provided the Licensee is not in default under the License, at any time during the term, the Licensee shall have the right to renew the License for a one (1)

year term at the same terms and conditions, save and except for the license fee which shall be mutually agreed upon by the parties prior to the commencement of the renewal term.

This option to renew may only be exercised by the Licensee by giving notice of its intention to renew to the Licensor at least six (6) months before the expiration of the original term.

11. **Cancellation**

If the option of a 1 year renewal is exercised then the Licensee and the Licensor shall have the right to terminate this License at any time upon providing the other with six (6) months prior written notice, without penalty, compensation, damages or bonus to the other. Upon the expiry date of such notice, the Licensee shall deliver up vacant possession of the Premises, pursuant to the terms of this Agreement, and this License shall then be terminated.

12. **Approvals**

This Agreement is subject to the conditions set forth which has been inserted for the sole benefit of the Licensee and may be waived by the Licensee at its sole discretion, or by its solicitors on its behalf. The condition shall be waived or fulfilled within the time limit, if any, as set out herein.

If the condition is not fulfilled within the applicable time period and the Licensee fails to notify the Licensor's solicitors that the condition has been waived within the applicable time period, this Agreement shall be null and void, notwithstanding any intermediate acts or negotiations, and, neither the Licensor or the Licensee shall be liable to the other for any loss, costs or damages.

13. **Notices**

All notices and demands provided for in this Agreement shall be in writing and shall be served personally or shall be mailed to the parties by registered mail, return receipt requested, as follows:

To the Licensor:

The Corporation of the Town of Ingersoll  
Town Centre  
130 Oxford St., 2ndFloor  
Ingersoll, On N5C 2V5

Attention: Elaine Clark, Clerk/Deputy Administrator  
Phone: 519-485-0120

Fax: 519-485-3543

To the Licensee:

Ingersoll Support Services  
189 Oxford St,  
Ingersoll, Ontario N5C 2V8

Attention: Max Wiltsie - Executive Director  
Phone: 519-485-0005  
Fax: 519-425-4074

If such notice is sent by registered mail as foresaid, it shall be deemed to have been received by the recipient two (2) working days after date of posting. If such notice is delivered by and to the recipient it shall be deemed to have been received by the recipient on the date of delivery.

14. **Entire Agreement**

This Agreement constitutes and defines the entire contract and agreement between the parties hereto with respect to the Licensed Premises. No oral Term or condition, warranty, collateral understanding or agreement other than expressly contained in this Agreement shall form a part of the contract or be binding upon any party hereto.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

**The Corporation of the Town of Ingersoll**

\_\_\_\_\_  
**Paul Holbrough, Mayor**

\_\_\_\_\_  
**Elaine Clark, Clerk/Deputy Administrator**

**Ingersoll Support Services**

\_\_\_\_\_  
**Name: Max Wiltsie, Executive Director** c.s.

**SCHEDULE 'A'**

**PREMISES**

1. **Building:** Fusion Youth Centre (Fusion Youth Activity & Technology Centre)

Municipal Address:

121 Thames Street, North  
Ingersoll, Ontario  
N5C 3C9

2. **Premises:**

Description of exact dedicated portion or unit of building included in this Lease:

121 Thames Street North, Ingersoll, Ontario – 1,400 square feet (approximately) designated as Lounge and Café space located at the northeast corner of the facility. See Schedule 'B' for floor plan and room location.

4. **Common Area:**

Together with:

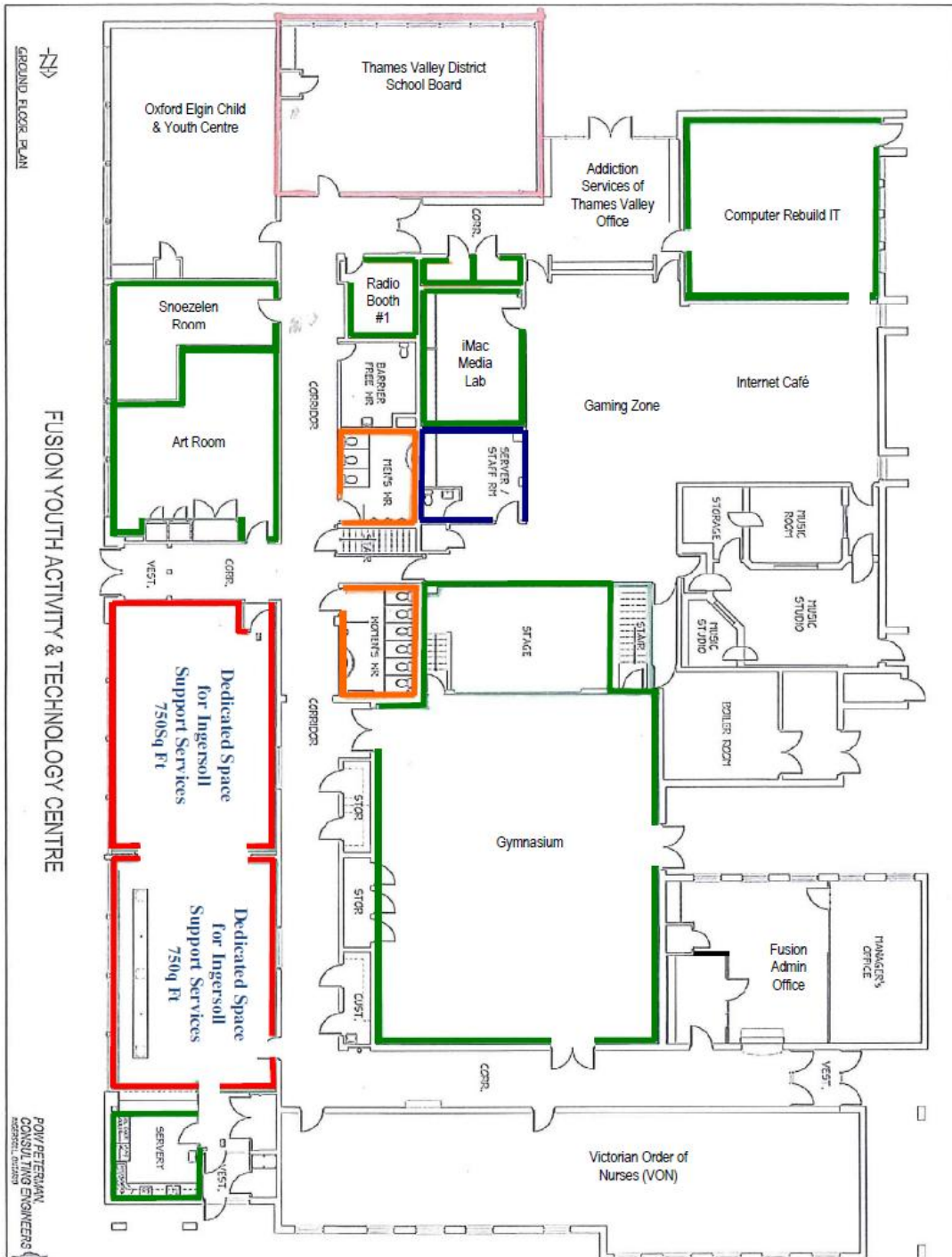
- (a) ingress and egress in common with other tenants and their clients through common corridors, hallways, washrooms, smoking area and stairs as existing
- (b) in accordance of the conditions noted above in this agreement the common use of gymnasium, lounge, kitchen, art room, Radio Booths, Rebuilt IT, Media centre and outdoor space with prior notices to facility management as signed with this agreement.
- (c) common use of the Kitchen with Licensor and other lease holders in the facility which is found within the tenants dedicated space.

Landlords' Initials \_\_\_\_\_

Tenant's Initials \_\_\_\_\_

SCHEDULE 'B'

LEGEND	
<span style="border: 1px solid green; display: inline-block; width: 10px; height: 10px;"></span>	Available for Common Use
<span style="border: 1px solid red; display: inline-block; width: 10px; height: 10px;"></span>	Leased Space
<span style="border: 1px solid orange; display: inline-block; width: 10px; height: 10px;"></span>	Collective Usage
<span style="border: 1px solid blue; display: inline-block; width: 10px; height: 10px;"></span>	Staff Room



Some minor renovations have occurred since January 2009 and some rooms are not illustrated as they actually appear now.

Building drawings update as of January 2009.

POW/PETERMAN CONSULTING ENGINEERS  
ADDRESS: 11000 140th Avenue









