

MEMORANDUM OF UNDERSTANDING

Dated this day of March 2023.

BETWEEN:

THE CORPORATION OF THE CITY OF ELLIOT LAKE

OF THE FIRST PART

- and -

MT. DUFOUR SKI AREA

OF THE SECOND PART

RECITALS:

- A.** The Corporation of The City of Elliot Lake ("The City of Elliot Lake") is a municipal entity that owns the land that is developed as the downhill ski facility known as Mt. Dufour Ski Area.
- B.** Mt. Dufour Ski Area ("Mt. Dufour") is a non-profit organization overseen by a volunteer board of directors that owns the equipment and buildings that make up the physical infrastructure of the downhill ski facility also known as Mt. Dufour Ski Area, and operates the facility for the benefit of its membership, visitors and the wider community;
- C.** The City of Elliot Lake and Mt. Dufour have a history of collaboration where the The City of Elliot Lake provides financial and in-kind support to Mt. Dufour in consideration for the positive impact that the facility has on the local economy, and where Mt. Dufour makes commensurate accommodations in its operations and activities in recognition of this support ;
- D.** In furtherance of the foregoing, The City of Elliot Lake and Mt. Dufour have indicated their desire to enter into this Memorandum of Understanding to set out the rental terms for the ski hill so that Mt. Dufour can host a specific event.

1. DEFINITIONS

- 1.1** In this Memorandum of Understanding, the following definitions shall apply:

- (a) "The City of Elliot Lake", "The Municipality", and "The City" all mean The Corporation of the City of Elliot Lake;
- (b) "Mt. Dufour" means Mt. Dufour Ski Area;
- (c) "Ski Hill" means the recreational ski facility located at 10 Ski Hill Road, Elliot Lake, ON inclusive of the parking lot;
- (d) "MOU" means this Memorandum of Understanding, as amended from time to time;
- (e) "Rental period" is 12:01 am on April 1, 2023 up to at 11:59 pm on April 1, 2023
- (f) "Mt Dufour 2023 Hill Climb" and "event" refers to the event being held at the ski hill on April 1, 2023

2. SCOPE AND PURPOSE OF MOU

- 2.1 The purpose of this MOU is to formally document and acknowledge the 1-day rental of the Ski Hill on April 1, 2023. The purpose of the rental is to host the 2023 Mount Dufour Hill Climb. The goal of this event is to generate revenue for Mt. Dufour and to promote economic development through tourism.
- 2.2 Both The City of Elliot Lake and Mt. Dufour agree to work co-operatively with each other and to carry out their respective obligations under the MOU in good faith.
- 2.3 This MOU exists and is entered into outside and in special circumstance outside of any existing agreements between Mt. Dufour and the City. This MOU supersedes any existing responsibilities or agreements during the rental period

3. TERM

- 3.1 This MOU shall be effective on the date of execution or such other date as mutually agreed between The City of Elliot Lake and Mt. Dufour, and shall be in force until either party issues formal written notice to the other of its intent to forego the obligations outlined in this MOU. The rental period begins at 12:01 am on April 1, 2023 and ends at 11:59 pm on April 1, 2023.

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4. THE CITY OF ELLIOT LAKE'S OBLIGATIONS

- 4.1 The City agrees that it will provide the lands located at 10 Ski Hill Road, Elliot Lake, ON inclusive of the parking lot during the rental period at a cost of \$1.00 CDN plus HST.

5. MT, DUFOUR'S OBLIGATIONS

- 5.1 Mt. Dufour agrees that During the rental period, Mt. Dufour shall:
- (a) ensure that Mt. Dufour obtains adequate insurance for the event and names the City of Elliot Lake as additional insured;
 - (b) Mt. Dufour assumes financial responsibility for any damages to the ski hill caused by the event;
 - (c) Agree that the execution of the event is solely the responsibility of Mt Dufour and the city is in no way responsible for any losses realized by the event;

6. NOTICES

- 6.1 Any written notice given pursuant to this MOU must be addressed to the Municipalities as follows:

- (a) The Corporation of the City of Elliot Lake
45 Hillside Drive North,
Elliot Lake, ON
P5A 1X5

Attention: Chief Administrative Officer

- (b) Mt. Dufour Ski Area
10 Ski Hill Road,
Elliot Lake, ON
P0M 2L0

Attention: Board Chairperson

- 6.2 If hand delivered, the notice is effective on the date of delivery; if sent by electronic mail, the notice is effective on the date sent; and if mailed, the notice is deemed to be effective on the fifth business day following the day of mailing.

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7. GENERAL


- 7.1 Notwithstanding the terms and obligations of the Municipality under this MOU nothing herein shall be intended to operate to in any way fetter the discretion of the Municipality's council from exercising any of its discretionary powers, duties or authorities at law.
- 7.2 This MOU shall be governed by and be construed in accordance with the laws of the Province of Ontario and the laws of Canada as applicable.
- 7.3 All provisions of this MOU shall be binding on and operate to the benefit of the Municipalities and their respective successors and permitted assigns and transferees.
- 7.4 Should any provision(s) of this MOU be found to be void or unenforceable for any reason whatsoever, such provision(s) only shall be expunged and severed from the MOU and the balance of the provisions in the MOU shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have caused this Memorandum of Understanding to be duly executed as of the date first written above.

SIGNED, SEALED & DELIVERED

**THE CORPORATION OF THE
CITY OF ELLIOT LAKE**

MT. DUFOUR SKI AREA


DAVID BRANT - OPERATIONS
MANAGER


JASON WILCOX
- PRESIDENT

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