

demands, losses, costs, charges, damages, liens and expenses of every kind which may be asserted against, sustained or incurred by the City, its officers, servants or agents by reason of or on account of the CIBC's use and/or occupation of the subject lands or by execution of this Agreement.

6. Elliot Lake Hearing Services Ltd. shall provide proof of indemnity which will name the City as co-insured and as their interests may appear and the insurance may only be cancelled on ninety (90) days notice and proof of new or renewed insurance shall be filed with the City twenty (20) days before termination of the existing insurance.
7. Elliot Lake Hearing Services Ltd. shall have the right to make improvements without compensation to the subject lands provided that all such improvements do not contravene any municipal by-law and provided further, that such improvements have been approved by the Chief Building Official for the City.
8. This Agreement shall not be assigned without the consent in writing of the City to such assignment.
9. That any breach or non-performance of the covenant herein shall at the option of the City operate to render this Agreement null and void.
10. That either party may terminate this Agreement upon giving ninety (90) days written notice by personal service or prepaid first class postage in the case of the City to:

Ms. Natalie Bray, Director of Clerks and Planning Services
City of Elliot Lake
45 Hillside Drive North
Elliot Lake Ontario
P5A 1X5

And in the case of Elliot Lake Hearing Services Ltd. to:

Elliot Lake Hearing Services Ltd.
6 Saskatchewan Road
Elliot Lake , Ontario
P5A 1Z1

11. Elliot Lake Hearing Services Ltd. shall, immediately upon termination of this Agreement, remove all their fixtures and return the subject lands to its original condition or to a condition agreed upon by both parties.
12. That in the event of default hereunder or breach of any terms and covenants by Elliot Lake Hearing Services Ltd., the City shall have the right to charge all costs incurred to remedy a default or breach and such costs may be collected by distress.
13. That paragraph 12. shall survive any termination of the Agreement.
14. This Agreement supersedes any agreement, verbal or otherwise, between the City and Elliot Lake Hearing Services Ltd. with respect to the premises herein and shall ensure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have set their hands and seals.

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

MAYOR

CITY CLERK

**ELLIOT LAKE HEARING SERVICES
LTD.**

Karen Gall

Karen Gall

Lise Hebert

Lise Hebert

We have the authority to bind the Corporation.

