

AGREEMENT

Dated this _____ day of _____, 2025 (the “Effective Date”)

BETWEEN:

THE CORPORATION OF THE CITY OF ELLIOT LAKE

(the “City”)

OF THE FIRST PART

- and –

THE ARTS AND CULTURE ROUNDTABLE IN ELLIOT LAKE

(“ARIEL”)

OF THE SECOND PART

RECITALS:

- A. The City is a municipal corporation under the *Municipal Act, 2001*, S.O. 2001, c. 25, that owns the property at 14-16 Elizabeth Walk, Elliot Lake, ON, (the “Premises”) and otherwise referred to as the Elliot Lake Arts and Heritage Centre (“ELAHC”);
- B. ARIEL is a not-for-profit corporation overseen by a Board of Directors that seeks to facilitate the collaboration between artists, organizations and businesses, and strives to support the economic well-being of Elliot Lake and to contribute to the quality of life of its residents;
- C. ARIEL, in co-operation with the Elliot Lake Arts Club and The Model Railroad Club, intends to establish and operate an art gallery at the ELAHC and to manage the ground-level (first level) floor of the Premises;
- D. In furtherance of the foregoing, the City and ARIEL have indicated their desire to enter into this Agreement to set out the general terms upon which they will work together and collaborate with one another to ensure the successful operation of the art gallery.

1. DEFINITIONS AND INTERPRETATION OF AGREEMENT

1.1 Definitions

In this Agreement, the following definitions shall apply:

- a) “**Agreement**” means this agreement, as same may be amended from time to time by written agreement of the Parties.

- b) **“Art Gallery”** means the Art Gallery that ARIEL intends to operate out of ELAHC.
- c) **“ARIEL Staff”** means the staff employed by ARIEL to manage the Premises.
- d) **“Business Hours”** means 8:00 am to 9:00 pm, inclusive.
- e) **“Business Operations”** means the business operations of ARIEL to operate an art gallery and showcase the works of visual artists, musicians, and writers.
- f) **“Capital Project”** means any maintenance that exceeds the scope of regular maintenance and affects the operations of the building on the Premises.
- g) **“City Staff”** means the staff of the City.
- h) **“Claims”** means all claims, suits, proceedings, liabilities, obligations, losses, damages, penalties, judgments, costs, expenses, fines, disbursements, legal fees on a substantial indemnity basis, interest, demands and actions of any nature and kind whatsoever.
- i) **“Default”** has the meaning ascribed thereto in Section 7.3.
- j) **“Notice”** has the meaning ascribed thereto in Section 9.
- k) **“Occupant”** or **“Occupants”** means Elliot Lake Arts Club and the Elliot Lake Model Railroad Club, or either of them, as the case may be, or any additional occupants at the Premises that are not commercial enterprises.
- l) **“Occupant Committee”** is comprised of one designated member each of ARIEL, ELAC, and ELMRC. The purpose of the committee is to identify occupant concerns and challenges and collaboratively solve them, as well as develop concepts for the obligatory monthly public programming.
- m) **“Party”** or **“Parties”** means individually, either ARIEL or the City, or each collectively, as the case may be.
- n) **“Portion of the Premises”** means the rooms designated as ARIEL Headquarters, Storage, and Art Gallery as shown in Schedule “A” and all improvements, equipment, fixtures, property and facilities from time to time associated with the rooms, located at 14 Elizabeth Walk, Elliot Lake, Ontario, expanded or reduced by the City in its sole discretion (the "Premises"). The Premises will be used for only the following permitted uses (the "Permitted Use"):

- i. art gallery;
 - ii. storage; and
 - iii. meeting rooms in which to conduct ARIEL activities.
- o) "**Premises**" means 14 Elizabeth Walk, Elliot Lake, Ontario, P5A 1Z3, and otherwise referred to as the Elliot Lake Arts and Heritage Centre ("ELAHC").
- p) "**Service Animal**" means an animal for a person with a disability,
 - i. if it is readily apparent that the animal is used by the person for reasons relating to his or her disability; or
 - ii. if the person provides a letter from a physician or nurse confirming that the person requires the animal for reasons relating to the disability.
 - iii. The Blind Person's Rights Act only applies to persons who have vision disability and who use a guide dog.
 - iv. Guide dogs are defined as a dog trained as a guide for a blind person and having qualifications set out in regulations made under the Act.
- q) "**Substantial Changes**" means any modifications to the Premises that may result in Premises improvements, addition or removal of features, changes to the configuration, or installation of any fixtures, structures, or landscaping.
- r) "**Term**" has the meaning ascribed thereto in Section 5 and may, depending on context, mean the initial term of five year or the extended term.

1.2 Exercise and Enforcement of Rights

Each of the Parties shall perform its obligations under this Agreement and shall, except as otherwise expressly provided, act reasonably in the exercise and the enforcement of its rights under this Agreement. Each right shall, except as otherwise expressly provided, be exercisable and enforceable from time to time.

1.3 Headings, Divisions, Recitals, and Schedules

The headings of any Article or Section are inserted for convenience only and do not form part of this Agreement. All references in this Agreement to Articles and Sections are to those in this Agreement. The Recitals form an integral part of this Agreement and the Parties attest that they are true in substance and in fact. The Schedules to this Agreement form a part hereof.

1.4 Relationship of the Parties

Nothing in this Agreement shall be deemed to create or be construed as creating the relationship of principal and agent or a partnership or a joint venture between

the City and ARIEL. Neither the City nor ARIEL, as a result of this Agreement, have any fiduciary obligations to each other.

1.5 Governing Law

This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract. Each of the Parties hereto irrevocably attorns to the jurisdiction of the courts of the Province of Ontario.

1.6 Gender and Number

Words importing the singular number only shall include the plural, and vice versa, and words importing the masculine gender shall include the feminine gender and neuter gender, and words importing persons shall include firms and corporations, and vice versa.

1.7 Amendments

No amendment or modification of this Agreement shall be binding unless in writing and signed by each of the Parties.

1.8 Waiver

No delay or omission by any party hereto to exercise any right accruing upon a Default by the other party will impair any such right or be construed as a waiver thereof, and no waiver by any party of any of the covenants, conditions, or agreements hereof to be performed by the other party will be construed as a waiver of any succeeding breach thereof or of any other covenant, condition, or agreement.

1.9 No Fettering of Discretion

The Parties agree that notwithstanding any other provisions in this Agreement, none of the provisions of this Agreement shall operate or have the effect of operating to, in any way, fetter the discretion of the City or its Council with respect to any discretionary powers, duties, or authorities it may have as a municipal corporation at law.

2. ARIEL'S OBLIGATIONS

2.1 Collaboration and Cooperation

ARIEL agrees that it will work collaboratively and cooperatively with the City to facilitate the operation of the ELAHC. Without limiting the generality of the foregoing, ARIEL shall:

- a) assign one representative to participate in Occupant Committee meetings to be held at a minimum of once a month, as described further in Section 2.2;
- b) schedule and deliver public programming in collaboration with the Occupant Committee at a minimum of once a month, as described further in Section 2.2;
- c) allow access to and use of the Art Gallery to the general public;
- d) ensure ARIEL staff or volunteers monitor the front entrance of the ELAHC and operate a public reception area;
- e) sort, distribute, and accept mail and delivered parcels on behalf of the Occupants;
- f) establish a daily cleaning schedule/service to maintain the cleanliness of the Premises;
- g) ensure promotional material and advertising is not discriminatory or derogatory in nature, from the view of race, sex, colour, creed, political affiliation or other social factors, and does not convey a secondary negative or offensive connotation, any sexual overtones, inappropriate humour, or slang, and does not in any way portray the City in a negative manner;
- h) provide annual financial reports and an annual operating budget, which shall set forth both anticipated revenues and expenses on an accrual basis, including details of anticipated expenses for maintenance and supporting documentation relating to the administration and operation of the Art Gallery, as may be requested by the City;
- i) ensure that any ARIEL executives, members, volunteers, or those working on behalf of ARIEL, who are in a position of trust or authority and involved in public programming, workshops, and generally dealing with the public in a face to face capacity, will receive provincially regulated, approved health and safety training, and completed criminal and vulnerable sector record checks at the sole cost and expense of the individuals, as further explained in Section 2.2 e);
- j) engage qualified professionals for the installation of any equipment within their designated portion of the premises, ensuring compliance with all applicable to health, safety, rental, and maintenance standards as set out in municipal by-laws and provincial maintenance standards;
- k) maintain the tourism literature rack in the foyer of the ELAHC;

- l) sell the City-branded merchandise at the Art Gallery;
- m) not change Occupants, without the City's prior written consent;
- n) not charge Occupants a fee for rent;
- o) enter into an agreement with any and all Occupants which establishes facility management, roles and responsibilities, and the payment of mutually agreed upon expenses, including but not limited to cleaning services and internet;
- p) provide to the City, for the City's review and approval, any contracts or agreements entered into as between ARIEL and any Occupants;
- q) ensure that any contract or lease between ARIEL and the Occupant is approved by the City and shall include an indemnification clause in favour of the City;
- r) act as the primary liaison between the City and all Occupants of the Premises. ARIEL is responsible for facilitating communication, coordinating requests, and addressing any concerns or issues raised by Occupants in relation to the Premises;
- s) ensure that the Occupants provide to the City annually a certificate of insurance as confirmation of the Occupant's insurance upon the placement, renewal, amendment or extension of all or any part of the Occupant's insurance;
- t) not distribute or duplicate keys, without the City's prior authorization, as further described in Section 2.10 (c);
- u) ensure that any art, equipment, and supplies stored within ARIEL's Portion of the Premises is insured by ARIEL or the artist (further explained in Section 2.8) and agree that the City is not responsible for any damage, loss or theft to any item or property owned by or for which ARIEL is legally responsible;
- v) ensure facility is in good state of repair and adheres to health, safety, rental, and maintenance standards as set out in municipal by-laws and provincial maintenance standards. Address all necessary maintenance tasks except those involving structural, electrical, plumbing, heating systems, and mechanical repair;
- w) ensure the safe operation of all ARIEL equipment, including regular inspection and maintenance in compliance with any applicable building code or fire safety

standards including the placement of working fire extinguishers and any other required emergency equipment or systems required;

- x) ensure Occupants, the public, and members of ARIEL are not utilizing or accessing the second floor of the ELAHC without authorization of the City;
- y) agree that except for service animals, no pets or animals are allowed to be kept in or about the Premises;
- z) maintain their designated Portion of the Premises in a clean, orderly, and sanitary condition at all times and ensure that all areas are accessible and free from any obstructions that could hinder maintenance activities or pose safety risks;
- aa) report any issues with the building that require attention, repair, or are hazardous to the City immediately.

2.1 Public Programming

Subject to Section 2.1, ARIEL will establish an Occupant Committee to plan, advertise, and execute a variety of public programming, workshops or open houses, pursuant to the following:

- a) ARIEL shall provide public programming, workshops, or open houses in accordance with a schedule determined by the Occupant Committee.
- b) All programming and workshops shall be accessible and inclusive to individuals of all abilities. Reasonable accommodations will be provided upon request to facilitate attendance.
- c) ARIEL shall have the discretion to determine the number of participants for each workshop, provided that such numbers comply with the notice of occupancy established by the municipal Fire Chief. The ARIEL is responsible for ensuring that the occupancy limits are adhered to at all times to maintain safety standards during events.
- d) ARIEL shall have the discretion to determine the fees associated with programming and workshops. Pro-rated fees for members is allowable.
- e) ARIEL executives, members, volunteers, or those working on behalf of ARIEL, who are in a position of trust or authority and involved in public programming, workshops, and generally dealing with the public in a face to face capacity, must

complete provincially regulated, approved health and safety training, and provide completed criminal and vulnerable sector record checks at the sole cost and expense of the individuals, with the following provisions:

- i. Should ARIEL intend to have any third-party involved in the provision of public programming and workshops, they must at all times be accompanied by an ARIEL representative who meets the standards above. They must at no time have the opportunity to be unsupervised with any participants.
 - ii. Any ARIEL executives, members, volunteers, or those working on behalf of ARIEL who provides a valid criminal record check, including a vulnerable sector check, will have their record accepted, provided the check was issued within the last six (6) months from the date of submission. The City reserves the right to verify the authenticity of the provided documentation.
 - iii. All applicable members are required to sign an annual declaration confirming that they do not have any criminal convictions, pending charges, or offenses that would affect their eligibility to volunteer with the City. This self-declaration may be subject to verification at the discretion of the City.
 - iv. ARIEL agrees that all criminal and vulnerable sector checks for ARIEL, ELAC, and ELMRC are to be submitted to ARIEL for review and secure storage, and made available upon request to the City's Human Resources department.
- f) ARIEL shall be solely responsible for all costs, expenses, and resources associated with the planning, execution, and promotion of their public programming and workshops. This includes, but is not limited to, materials, supplies, staffing, and any necessary permits. ARIEL shall ensure that all financial obligations are met in a timely manner and shall indemnify the City from any claims related to such costs.

2.2 Maintenance Obligations

In addition to Section 2.1 and for clarity, the repair and maintenance of the Premises by ARIEL shall include, but is not limited to, the following:

- a) to keep and maintain the Premises to reasonable commercial property standards at all times, at its sole cost and expense, and do not make any Substantial Changes or Capital Projects to the Premises, without the City's prior written consent;
- b) to provide the City with monthly reports of their maintenance logs, in the form provided by the City, of the condition of the Premises to identify any requirement for Capital Projects;

- c) to report any major issues with the building that require attention, repair or are hazardous;
- d) to conduct an annual inspection of the Premises with the City to identify any required Capital Projects or Substantial Changes;
- e) to clear the snow in front of the ELAHC and its emergency exits during the winter months;
- f) to clear debris and litter on and around the Premises;
- g) to regular removal and disposal of garbage from all refuse containers located on the Premises;
- h) to do anything else reasonably required by the City in order to ensure the Premises is kept in proper repair and good condition.
- i) to inspect and maintain their equipment, and any other fixtures and chattels, at their sole responsibility, and agree that any labour or fees associated with repairs or replacement is at the sole arrangement, cost, and expense of the ARIEL;
- j) to agree that installation of any electric equipment will be handled by licensed electricians and that all provincial and municipal safety standards and health and fire codes are being met and maintained.

2.3 Sole Responsibility for Repair and Maintenance

Subject to Sections 2.1 and 2.3, ARIEL agrees that it is solely responsible for the repair and maintenance of the Premises and shall be solely responsible for the cost and expense relating to the repair and maintenance of the Premises in accordance with the budget submitted to the City in accordance with Section 2.1 h).

2.4 City Permission for Capital Project or Substantial Changes

ARIEL agrees that it shall not undertake any Capital Projects or Substantial Changes to the Premises, without express prior written permission from the City.

The Premises are provided to ARIEL without any fixtures or chattels except for the plumbed sinks and cabinets. Any fixtures or chattels ARIEL is permitted by the City to add to the Premises must be taken out at the end of the lease and the Premises will be returned to its original state.

2.5 Good Faith Negotiations

ARIEL agrees that it will negotiate in good faith and seek approval from its Board of Directors for authorization to enter into and execute such further agreements or documents with the City, as may be reasonably required in order to fulfil its obligations under this Agreement.

2.6 Indemnification of City

ARIEL agrees to defend, hold completely harmless, and fully indemnify the City and its agents, employees, officials, servants, contractors, representatives, elected and appointed officials, successors, and assigns (collectively, the "Related Parties"), from and against any and all Claims, demands, actions, causes of action, damages, losses, costs or expenses (including legal fees and disbursements) arising out of or relating to:

- a) any breach or alleged breach by ARIEL of its obligations, representations, or warranties under this Agreement; and
- b) any injury to persons, including death, or damage to property resulting from the negligence or willful misconduct of ARIEL or its employees, volunteers, agents, contractors or subcontractors.

2.7 Insurance

ARIEL shall provide and maintain the following insurance coverage throughout the term of this Agreement and any renewal thereof:

- a) Commercial General Liability insurance, with an insurer satisfactory to the City, in an amount not less than Five Million Dollars (\$5,000,000.00) per occurrence. Coverage shall include but not be limited to bodily injury, personal injury, property damage including loss of use thereof, contractual liability, tenant's legal liability, non-owned automobile liability, and contain a cross liability, severability of insured clause. If applicable, the policy shall include host liquor liability up to the full policy limits. The City shall be added as an additional insured but only with respect to liability arising out of the operations of ARIEL.
- b) "Broad Form" All Risk Property Insurance in an amount equal to the full replacement cost of property of every description and kind owned by ARIEL or for which ARIEL is legally responsible, and which is located on or about the ELAHC and the Premises, including, without limitation, anything in the nature of a leasehold improvement. Coverage shall include business interruption for a period

of no less than 12 months. The policy shall not allow subrogation claims by the Insurer against the City.

c) General Conditions:

- i. to achieve the desired limit, umbrella or excess liability insurance may be used,
- ii. all policies shall be endorsed to provide the City with not less than 30 day's written notice of cancellation,
- iii. all policies shall be with insurers licensed to underwrite insurance in the Province of Ontario,
- iv. prior to the occupancy of the ELAHC and the Premises and upon the placement, renewal, amendment, or extension of all or any part of the insurance, ARIEL shall promptly provide the City with confirmation of coverage and, if required, certified true copies of the policy(s) certified by an authorized representative of the insurer with copies of any amending endorsements applicable to this Agreement,
- v. ARIEL's policies shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the City, and
- vi. the City reserves the right to request ARIEL hold additional coverage or higher limits as the City may require with respect to this Agreement.

2.8 Use and Occupation

ARIEL will use and occupy the Premises only for the Permitted Use and for no other purpose whatsoever. The Occupant will carry on business under the name Arts and Culture Roundtable in Elliot Lake (ARIEL) and will not change such name without the prior written consent of the City, such consent not to be unreasonably withheld.

ARIEL acknowledges and agrees that their designated Portion of the Premises, as defined in this agreement, is provided to them at no cost. This includes the use of the space for its intended purposes, subject to the terms and conditions of this agreement. ARIEL shall remain responsible for any other costs or obligations explicitly outlined in this agreement.

ARIEL covenants that they will carry on and conduct its business from time to time carried on upon the Premises in such a manner as to comply with all statutes, bylaws, rules and regulations of any federal, provincial, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.

2.9 Premises Security and Access Control

In addition to Section 2.1 and for clarity, the security and access control of the Premises by ARIEL shall include, but is not limited to, the following:

- a) ARIEL shall be responsible for distributing keys to any and all Occupants for access to their designated Portion of the Premises.
- b) ARIEL shall also maintain an up-to-date record of all key holders, including the names of individuals and the keys issued to them. This key schedule shall be made available to the City and promptly updated whenever changes occur.
- c) ARIEL agrees that no keys shall be duplicated, lent, or transferred to any other person without the prior written consent of the City. If additional keys are required, the ARIEL must submit a request through the City. ARIEL will be invoiced for any associated charges.
- d) The keys provided to the ARIEL shall grant access to all areas of the Premises, including but not limited to ARIEL headquarters and storage, any Common Areas and Facilities, and the designated Portion of the Premises for each Occupant. ARIEL is responsible for ensuring that all members and volunteers respect the spaces occupied by the other Occupants and refrain from infringing upon or disrupting the use of any areas not expressly authorized for their use.
- e) ARIEL is responsible for maintaining the security of all issued keys. In the event that a key is lost, stolen, or otherwise compromised, ARIEL must immediately notify the City. The City reserves the right to change locks or reissue keys at ARIEL's expense if necessary to maintain the security of the Premises.
- f) Upon the termination of this Agreement or whenever requested by the City, ARIEL shall immediately return all issued keys. Failure to return keys may result in charges for rekeying the Premises and any associated costs.
- g) ARIEL shall not store personal belongings, supplies, or equipment on-site at the Premises, unless specifically authorized in writing by the City. The City shall not be held responsible or liable for any loss, theft, or damage to any items stored on-site, whether authorized or unauthorized. ARIEL assumes full responsibility for any items brought into the Premises and agrees to indemnify the City against any claims arising from the loss, theft, or damage to such items.

3. THE CITY'S OBLIGATIONS

3.1 Collaboration and Cooperation

The City agrees that it will work collaboratively and cooperatively with ARIEL to facilitate the continued operation of the Art Gallery. Without limiting the generality of the foregoing, the City shall:

- a) provide the use of the Premises to ARIEL without fee or charge;
- b) subject to the Council's direction, availability of municipal budget funding, and on a project by project basis, realize and fund improvements to the Art Gallery, including but not limited to, a security system and versatile track lighting system;
- c) conduct an annual inspection of the Premises with ARIEL to identify any required Capital Projects or Substantial Changes, which the City may approve or reject, in their sole and absolute discretion and which shall be the sole cost and expense of the City;
- d) conduct an annual review of any policies and procedures that impact the operation of the Art Gallery with ARIEL;
- e) review any Substantial Changes to the Premises proposed by ARIEL, which the City may approve or reject, in their sole and absolute discretion;
- f) install a tourism literature rack in the foyer of the ELAHC, at its sole cost and expense;
- g) create an internet hot spot in the foyer of the ELAHC, at its sole cost and expense;
- h) provide City branded merchandise to sell at the Art Gallery;
- i) manage and address any tasks involving electrical, plumbing, structural, heating systems, and mechanical repairs;
- j) install energy meters on kilns to measure the extra electricity generated from the use of the kiln;
- k) pay the water and electrical bills for the facility except for the additional electricity that is generated from the use of the kilns;
- l) cut new keys upon request and charge the ARIEL for all associated costs;

- m) charge Occupant(s) for additional electrical charges generated by the kilns, measured by the installed energy meters;
- n) ensure staff are available during regular operational hours (Monday to Friday, 8:30 AM to 4:30 PM) to receive and address communications, requests, or hazards in an efficient and timely manner. While emergencies will be prioritized, the City acknowledges that non-emergency communications received outside of these hours or on statutory holidays may experience delays in response.

3.2 Maintenance Obligations

The City is responsible to routinely inspect the Premises and to perform all necessary maintenance tasks involving structural, electrical, plumbing, heating systems, and mechanical repair, and will be notified of any such issues directly from ARIEL.

3.3 Good Faith Negotiations

The City covenants and agrees that it will negotiate in good faith and seek approval from Council for authorization to enter into and execute such further agreements or documents with ARIEL, as may be reasonably required in order to fulfil its obligations under this Agreement.

3.4 Art Gallery Benefits to City

The City acknowledges that the Art Gallery may provide benefits to the City, including improving the economic climate and providing recreational facilities to the City's residents and visitors.

4. STAFFING

4.1 ARIEL Staff

ARIEL will provide an adequate number of ARIEL Staff to perform their duties, which include but are not limited to opening, closing, reporting issues to the City, maintaining day-to-day operations of the Premises and the Art Gallery, acting as the property manager for the Occupants at the Premises, offering arts programming to the public and collaborating with the Occupants to offer public programming and events. ARIEL will also to act as the property manager for the other occupants of the Premises. ARIEL will inform the City of any issues with occupants or the Premises in order to ensure the successful Business Operations, pursuant to the following:

- a) ARIEL shall have the discretion on the days and times the Art Gallery operates, so long as the Art Gallery is operating within Business Hours and the general public

can only access the Premises during Business Hours. Notwithstanding the foregoing, the Parties agree and acknowledge that members of ARIEL, Elliot Lake Arts Club, and the Elliot Lake Model Railroad Club are able to access the Premises at their own discretion outside of Business Hours;

- b) ARIEL is responsible for all ARIEL Staff compensation and benefits and at no point shall ARIEL Staff be considered, by virtue of this Agreement or any other agreement, City Staff, nor are ARIEL Staff entitled to any benefits or salaries as provided to City Staff;
- c) ARIEL shall pursue employment grants to ensure ARIEL Staff are compensated in accordance with provincial standards;
- d) ARIEL may engage local volunteers to assist with the Business Operation, contingent on the volunteers receiving adequate training in accordance with provincial and ARIEL standards. Volunteers must be subject to criminal and vulnerable sector record checks.

5. OCCUPANT COMMITTEE'S OBLIGATIONS

5.1 Collaboration and Cooperation

Subject to Sections 2.1 and 2.2, the Occupant Committee will be comprised of one designated member each of ARIEL, ELAC, and ELMRC. The committee shall meet on a regular basis, and additionally as needed, to discuss, evaluate, and develop solutions for any operational issues, feedback from the community, or other matters pertinent to the effective management of the premises, as well as develop concepts for the obligatory monthly public programming, pursuant to the following:

- a) The Occupant Committee will be responsible for planning and approving the schedule of public programs, workshops, or open houses hosted at the Premises.
 - i. Between the three groups, there must be a minimum of one public program, workshop, or open house per month.
- b) The Occupant Committee shall prepare and distribute to the Occupants and the City the finalized schedule of events at least three (3) months in advance to each event to allow adequate time for preparation, equipment and supply procurement, and marketing.

- c) All programming, workshops, and open houses shall be accessible and inclusive to individuals of all abilities. Reasonable accommodations will be provided upon request to facilitate attendance.
- d) During each 12-month term, the Occupant Committee shall ensure that a minimum of one public program or workshop includes specific initiatives targeted at each of the following demographics: youth, teens, adults, and seniors.
- e) The Occupant Committee shall provide an annual report detailing their public events, including participation rates and feedback.

6. TERM

6.1 Initial Term

The Term of this Agreement shall be effective from and after the date of this Agreement for a period of five (5) years.

6.2 Extension of Term

The Parties may, by mutual written agreement, extend the Term for an additional period of one (1) year (the “**Renewal Option**”) provided that the Parties agree to do so no later than 120 days prior to the expiry of the Term.

7. TERMINATION

7.1 Termination on Consent

The Parties may terminate this Agreement before the expiry of the Term by mutual written consent of both Parties.

7.2 Termination by Either Party

This Agreement may be terminated by either Party for any reason whatsoever upon sixty (60) days written notice to the other Party.

7.3 Termination on Default

This Agreement may be terminated by the City upon thirty (30) days written notice to ARIEL upon the occurrence of any of the following event which shall constitute a “**Default**”:

- a) ARIEL ceases Business Operations or materially changing the nature of the Business Operations;

- b) ARIEL fails to perform its obligations under this Agreement or fails to comply with any provision under this Agreement;
- c) ARIEL assigns this Agreement or any right or obligation under this Agreement, without the City's prior written consent, which consent may be withheld by the City in its sole discretion or given subject to such conditions as the City may impose;
- d) a change in control or management of ARIEL that is unacceptable to the City, in their sole and absolute discretion;
- e) a change in occupants of the ELAHC that is unacceptable to the City, in their sole and absolute discretion;
- f) ARIEL commits any dishonest, negligent, tortuous, fraudulent, or criminal act or omission in the performance of its obligations under this Agreement;
- g) a material breach of ARIEL's obligations under this Agreement that would reasonably be expected to cause material reputational harm to the City.

7.4 Remediating Default

Upon Default by ARIEL, the City may, in its sole and absolute discretion, provide ARIEL with an opportunity to cure the Default within fifteen (15) days from the date ARIEL receives written notice from the City specifying the Default in reasonable detail, or within such longer time as, in the City's sole and exclusive determination, may be reasonably necessary to remedy such Default, provided that the Default is one that is capable of being remedied or rectified, ARIEL is acting in good faith and with all reasonable diligence to cure such Default.

8. **ARBITRATION**

8.1 Arbitration – General

If the Parties are unable for a period of thirty (30) days to agree on any matter upon which they are required by the terms of this Agreement to agree or which is necessary for them to agree upon in order to conduct their respective business then, the matters shall be submitted to an arbitration panel. Arbitration proceedings shall be started by the Party desiring arbitration (hereinafter called the "**Initiating Party**") giving Notice to the other Party (hereinafter called the "**Responding Party**") specifying briefly the matter to be arbitrated and designating an arbitrator, and the Responding Party shall be entitled to designate a second arbitrator by giving Notice thereof to the Initiating Party within ten (10) days after receipt of the Initiating Party's Notice. If the Responding Party shall elect to designate a second arbitrator and deliver Notice thereof within the time limited above, the two arbitrators so designated shall within ten (10) days following the receipt of the

Notice designating the Responding Party's arbitrator designate a third arbitrator to act jointly with them. If the arbitrators shall be unable to agree in the selection of the third arbitrator (who shall be the Chair of the arbitration panel hereunder), the third arbitrator shall be designated by the Court upon proper application by the Initiating Party pursuant to the provisions of the *Arbitration Act*. The arbitration panel shall then promptly proceed to hear the evidence and submissions of the Initiating Party and the Responding Party and shall render a written decision within thirty (30) days after the designation of the third arbitrator. The decision of the majority of the arbitration panel shall be deemed to be the decision of the arbitration panel, both in respect of the procedure and conduct of the Parties during the arbitration and the final determination of the matter to be arbitrated, and such decision shall be final and binding upon the Parties and shall not be subject to appeal and may be made an order of the Court pursuant to the *Arbitration Act*. Submission to arbitration as provided in this Section shall be a condition precedent to the bringing of any legal action with respect to any matter expressly required or permitted to be arbitrated pursuant to the provisions of this Agreement. The arbitration panel shall have the authority to assess the costs of the arbitration panel against either or both the Initiating Party or the Responding Party but each party, however, shall bear its own evidence, witness, and legal counsel fees. It is agreed that the arbitration shall take place in the City of Elliot Lake, Ontario and that such arbitration shall be held for the purpose of hearing such evidence and representations as either the Initiating Party or Responding Party may present at a time and place in the City of Elliot Lake, Ontario to be agreed upon at the time by the Parties or, failing such agreement, by the arbitrators. Furthermore, the Party in whose favour the arbitration decision is rendered shall be entitled to specific performance to ensure that such decision is properly carried out.

8.2 Failure to Designate Arbitrator

If the Responding Party shall fail to designate an arbitrator and deliver Notice thereof to the Initiating Party within the time limit in Section 7.1 hereof, then the arbitrator appointed by the Initiating Party shall be entitled to arbitrate the matter to be arbitrated as if appointed a single arbitrator pursuant to the provisions of the Arbitration Act, (Ontario).

9. NOTICE

9.1 Written Notice

Any written notice given pursuant to this Agreement must be addressed to the City 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) The Arts and Culture Roundtable in Elliot Lake
1 Washington Crescent, 704
Elliot Lake, ON P5A 2W9
Attention: Chair – Prisca Campbell

9.2 Effective Date of Delivery

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.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be duly executed as of the date first written above.

SIGNED, SEALED & DELIVERED


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

By: _____
Andrew Wannan
Mayor

By: _____
Natalie Bray
Clerk

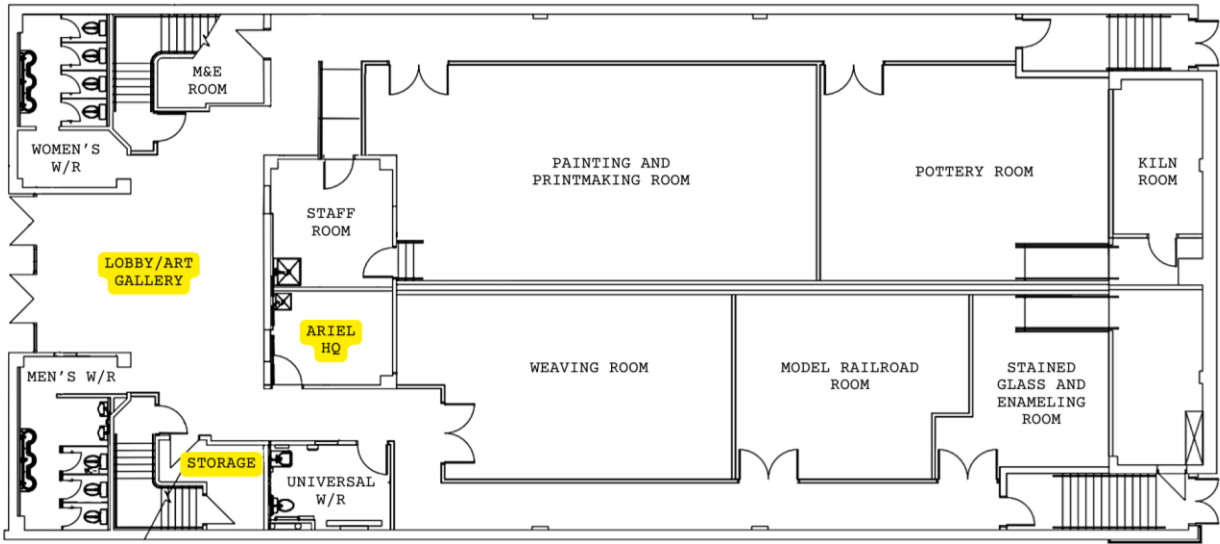
I/We have authority to bind the corporation.

**THE ARTS AND CULTURE
ROUNDTABLE IN ELLIOT LAKE**

By:  _____
Prisca Campbell
ARIEL Chair

I have authority to bind the corporation.

SCHEDULE A



ELLIOT LAKE ARTS & HERITAGE CENTRE
LAYOUT - MAIN FLOOR