

MEMORANDUM OF UNDERSTANDING

Dated this day of January 22 2025.

BETWEEN:

THE CORPORATION OF THE CITY OF ELLIOT LAKE

OF THE FIRST PART

- and -

RIGHT TRACK RACING

OF THE SECOND PART

RECITALS:

The Corporation of The City of Elliot Lake ("The City of Elliot Lake") is a municipal entity that owns the lands that are developed as Spine Beach and The Miners Memorial.

Right Track Racing is a non-profit organization overseen by a volunteer board of directors.

The City of Elliot Lake is willing to enter into an agreement with Right Track Racing where The City of Elliot Lake provides financial and in-kind sponsorship to Right Track Racing in consideration for the positive impact that the group's operation of an ice fishing derby has on the local economy.

In furtherance of the foregoing, The City of Elliot Lake and Right Track Racing have indicated their desire to enter into this Memorandum of Understanding to set out the rental terms for the Spine Beach or Miners Memorial areas and financial supports so that Right Track Racing can host an Ice Fishing Derby in 2025.

DEFINITIONS

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

- "The City of Elliot Lake," "The Municipality," and "The City" all mean The Corporation of the City of Elliot Lake.
- "Right Track Racing" means Right Track Racing Inc.
- "Spine Beach" means the beach area located on Spine Road, Elliot Lake, ON inclusive of the parking lot:
- "Miners Memorial" means the parking lot and Horne Lake access located at 325 Highway 108.
- "MOU" means this Memorandum of Understanding, as amended from time to time.
- "Rental Period" means 12:01 a.m. on March 14, 2025, up to 11:59 p.m. on March 15, 2025.

- "RTR Fishing Derby" and "event" refer to the event being held at either location on March 15, 2025.

SCOPE AND PURPOSE OF MOU

The purpose of this MOU is to formally document and acknowledge the 2-day rental of Spine Beach or, in the event of unsafe conditions as agreed to by both parties at Spine Beach, the Miners Memorial on March 14-15, 2025. The purpose of the rental is to host the RTR Fishing Derby. The goal of this event is to generate revenue for Right Track Racing and to promote economic development for Elliot Lake through tourism.

Both The City of Elliot Lake and Right Track Racing agree to work cooperatively with each other and to carry out their respective obligations under the MOU in good faith.

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 Right Track Racing 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 a.m. on March 14, 2025, and ends at 11:59 p.m. on March 15, 2025.

THE CITY OF ELLIOT LAKE'S OBLIGATIONS

The City agrees that it will:

1. Provide the parking lot and recreation lands at Spine Beach, or, in the case of mutually agreed-upon poor ice conditions at Spine Beach, the Miners Memorial, during the rental period at a cost of \$1.00 CDN plus HST.
2. Provide a cash sponsorship of the event in the amount of \$3,000.
3. Promote the RTR Fishing Derby through its existing social media channels with a minimum of three posts prior to the event.
4. Conduct pre- and post-event inspections jointly with Right Track Racing to document the condition of the facilities and assess any damages.
5. Allow access to the event area during the rental period for the purpose of set up and tear down.
6. Allows Right Track Racing to use the City of Elliot Lake logo as it pertains to its role as a sponsor of the event.

RIGHT TRACK RACING'S OBLIGATIONS

Right Track Racing agrees that during the rental period, it shall:

1. Obtain insurance in the amount of Five Million Dollars, covering liability, property damage, and other relevant risks, and name the City of Elliot Lake as additional insured.
2. Assume financial responsibility for any damages to the parking lot or surrounding areas caused by the event, as determined through joint inspections.
3. Assume responsibility for traffic management on Highway 108 should the event be moved from Spine Beach to the Miners Memorial.
4. Acknowledge that the execution of the event is solely the responsibility of Right Track Racing, and the City is in no way responsible for any losses realized by the event. This includes the management of participant registrations, collection of fees and the dissemination of event information.
5. Will conduct set up and teardown and the fishing derby itself between 5 a.m. and 7 p.m. Friday March 14, 2025 and between 5 a.m. and 7 p.m. Saturday March 15, 2025.
6. Will provide the City with a detail of safety protocols to be implemented during the event, such as emergency procedures, availability of first aid, and communication plans.

NOTICES

Any written notice given pursuant to this MOU must be addressed 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) Right Track Racing

1614 Dundas Street East, Unit #103, Whitby, ON L1N 28K

Attention: Blaise Kurucz

Notices shall be effective:

- On the date of delivery, if hand-delivered;
- On the date sent, if by electronic mail; or
- On the fifth business day following mailing, if sent by regular mail.

GENERAL

1. This MOU shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada as applicable. Disputes arising under this MOU shall be resolved in the courts of Ontario.
2. All provisions of this MOU shall be binding on and operate to the benefit of the Municipality and their respective successors and permitted assigns and transferees.
3. Should any provision(s) of this MOU be found void or unenforceable, such provision(s) shall be expunged, and the balance of the provisions in the MOU shall remain in full force and effect.
4. Neither party shall be held liable for failure to fulfill its obligations under this MOU due to events beyond its reasonable control (e.g., extreme weather, pandemics, or other force majeure events).
5. This MOU may be terminated by either party with 30 days written notice.
6. **Amendments:** This MOU may only be amended by mutual agreement of the parties in writing. Any modifications must be signed by authorized representatives of both parties.
7. **Confidentiality:** Any confidential information shared between the parties for the purpose of executing this MOU shall be kept confidential and used solely for the purposes outlined in this agreement. Both parties agree to take reasonable steps to protect such information from unauthorized disclosure.
8. **Environmental Protection:** Both parties agree to promote environmental stewardship throughout the event, including implementing waste management plans, protecting local wildlife, and restoring the venue to its original condition post-event.

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

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

Mayor Andrew Wannan

