

THE CORPORATION OF THE TOWNSHIP OF MCGARRY

BY-LAW NO. 2015-19

Being a By-Law to authorize the Council of the Corporation of the Township of McGarry to enter into an agreement with the MCGARRY & DISTRICT XYZ CLUB setting out the responsibilities of both bodies with regard to the Club's use of the Meeting Room at the Virginiatown Community Centre.

WHEREAS the Council of the Corporation of the Township of McGarry deem it necessary to change the agreement entered into with the MCGARRY & DISTRICT XYZ CLUB on January 18th, 1984.

NOW THEREFORE the Council of the Corporation of the Township of McGarry enacts as follows:

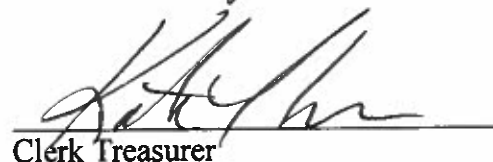
1. That the Corporation of the Township of McGarry be and is hereby authorized to enter into an agreement with the MCGARRY & DISTRICT XYZ CLUB to set out and define the responsibilities of both bodies with regard to the MCGARRY & DISTRICT XYZ CLUB'S use of the Meeting Room at the Virginiatown Community Centre.
2. That the Mayor and the Clerk Treasurer be and they are hereby authorized to execute, on behalf of the Corporation of the Township of McGarry, the agreement annexed hereto and marked Appendix "A" to this by-law.
3. That this by-law shall come into force and take effect after the third and final reading of the by-law.
4. That By-Law 84-1 be rescinded.

BY-LAW READ A FIRST AND SECOND TIME ON MAY 12TH, 2015

BY-LAW READ A THIRD AND FINALLY PASSED ON MAY 12TH, 2015



Mayor



Clerk Treasurer

APPENDIX "A" TO BY-LAW 2015-~~14~~¹⁹ ~~KT~~

THIS AGREEMENT MADE IN TRIPLICATE THIS 15TH DAY OF APRIL, 2015.

**BETWEEN: The Corporation of the Township of McGarry,
hereinafter called the Township**

OF THE FIRST PART

**and the MCGARRY & DISTRICT XYZ CLUB,
hereinafter called the Club**

OF THE SECOND PART

The Township agrees that the Club may use the Meeting Room at the Virginiatown Community Centre as their club room upon the following conditions:

1. The Township agrees to:

- a) Provide on an as is condition, the Meeting Room - i.e. heat and hydro supplied.
- b) Allow the Club to use the kitchen facilities when such use does not conflict with others. This use of the kitchen facilities does not include use of the dishes.
- c) Allow the club to use the gymnasium facilities for their own internal use when such does not conflict with the regularly activities of the Community Centre.
- d) Schedule of desired dates and times must be provided to the Township in advance to avoid conflict with others.

2. The Club agrees to:

- a) Notify the Clerk Treasurer of any plans to use the kitchen or gymnasium facilities to ensure that the desired times do not conflict with others. As much prior notice as possible would assist both parties.
- b) Pay all cost incurred by the Club that are not related to the Community Centre's operation.
- c) Consult the Township (through the Clerk Treasurer) if any major alterations to the Meeting Room are contemplated, or should any major item arise that is not covered by this agreement.
- d) Any Renovations or Additions to the meeting room and paid by the Club, will become the property of the Township.
- e) Not incur any expense that the Club wishes the Township to pay for without first obtaining approval from the Township. The Clerk Treasurer will be the liaison person in this regard.
- f) The Meeting Room is being made available to other groups and individuals for use on dates that will not conflict with clubs schedule activities. After such use the Township agrees that the room will be left in a clean state.
- g) Keep the Meeting Room in a clean state at all times, and also the kitchen, when used. Any costs will be the responsibility of the Club.
- h) Pay the insurance premium to insure the Club's own belongings. Proof of Insurance must be provided to the Clerk Treasurer yearly.
- i) Rental/use of the facilities referred to #1 will be free of charge based on the submitted schedule dates and times, including additional dates and times based on prior notice and availability.

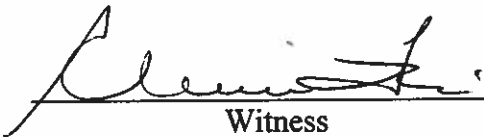
3. General

It is understood and agreed that this agreement will be in full force and effect until its termination by either parties hereto and their respective heirs, executors, administrators, successors and assigns, effective the date of signing until December 2018. At which time to be reviewed and renewed by the new Council.


IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET THEIR HANDS AND SEALS THIS 15TH DAY OF APRIL, 2015.

SIGNED SEALED AND DELIVERED

in the presence of



Witness

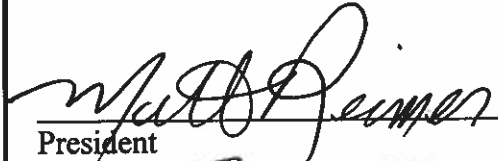


Clerk Treasurer

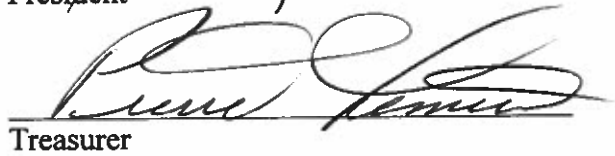


Mayor

MCGARRY & DISTRICT XYZ CLUB



President



Treasurer