

## **SUBLICENSE AGREEMENT**

This Sublicense Agreement ("Agreement") is made and entered into as of [Date], by and between:

1. THE MUNICIPALITY OF MERRICKVILLE-WOLFORD  
(hereinafter referred to as the "Licensee")

AND

2. THE MERRICKVILLE LIONS CLUB  
(hereinafter referred to as the "Sublicensee")

WHEREAS, the Licensor holds the rights to operate and manage the Merrickville Lions campground located at 10 St John Street (the "Campground");

AND WHEREAS, the Licensee agrees to sublicense certain rights and responsibilities to the Sublicensee for the operation and management of the Campground in accordance with the Parks Canada licence 85-2188-596-101

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

### **1. Grant of Sublicense**

The Licensee hereby grants to the Sublicensee a non-exclusive sublicense to operate and manage the Campground subject to the terms and conditions of this Agreement.

### **2. Term of Agreement**

The initial term of this Agreement shall commence on October 15<sup>th</sup>, 2025, and shall continue until October 15<sup>th</sup>, 2030, unless terminated earlier in accordance with this Agreement. The agreement shall renew automatically at the end of the initial period, for another five years, if no notification is received by the sublicensee within 60 days of the end of the initial period.

### **3. Sublicensee Responsibilities**

The Sublicensee agrees to:

1. Operate and maintain the Campground in a clean, safe, and orderly condition.
2. Ensure compliance with all applicable laws, regulations, Parks Canada and Municipal policies.
4. Submit reports as requested from time to time by the Licensee regarding the Campground's operations.

#### **4. Financial Terms**

1. The Sublicensee shall pay to the Licensee fees as defined in the Parks Canada license 85-2188-596-101, upon presentation of an invoice as consideration for this sublicense.
2. The Sublicensee shall be responsible for all operational expenses, including but not limited to utilities, basic maintenance, staffing, and supplies.
3. The Sublicensee shall maintain accurate financial records and make them available to the Licensee upon request.

#### **5. Insurance and Liability**

1. The Sublicensee shall obtain and maintain comprehensive liability insurance in the amount of \$5,000,000 to cover all operations at the Campground.
2. The Licensee shall be named as an additional insured on all insurance policies.
3. The Sublicensee shall indemnify and hold harmless the Licensee from any claims, damages, or liabilities arising from the Sublicensee's operations.

#### **6. Termination**

1. Either party may terminate this Agreement with 60 days written notice to the other party.
2. The Licensee may terminate this Agreement immediately for cause, including but not limited to breach of any term of this Agreement or violation of applicable laws. The licensee agrees to give notice to the sublicensee of any breaches of the agreement and provide reasonable time to redress the breach, to the satisfaction of the licensee.

#### **7. General Provisions**

1. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
2. Entire Agreement: This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements or understandings.
3. Amendments: Any amendments to this Agreement must be made in writing and signed by both parties.
4. Notices: All notices under this Agreement shall be in writing and delivered to the respective parties at their addresses as follows:
  - Licensee: 317 Brock Street West, Merrickville Ontario K0G1N0
  - Sublicensee: 10 St John Street, Merrickville Ontario K0G1N0

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

For the Municipality of Merrickville-Wolford

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

For the Merrickville Lions Club

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_