

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into as of the date of the last signature below, by and between:

Party 1: Mainstreet Family Restaurant and the Merrickville-Wolford and District Chamber of Commerce (collectively hereinafter referred to as "Party one"); and

Party 2: The Municipality of Merrickville-Wolford (hereinafter referred to as "Party two").

WHEREAS:

1. Party one has raised funds to contribute towards the purchase of a modular accessible washroom for public use to be located in the downtown core area of Merrickville-Wolford.
2. Party two, as the governing municipal authority, has the capacity to acquire, install, and maintain said washroom for the benefit of the public.
3. Party one is committed to securing the remaining balance of funds required to complete the purchase of the modular accessible washroom, contingent upon Party two's commitment to proceed with the project.

NOW, THEREFORE, the parties agree as follows:

1. **Commitment from the Municipality:** Party two agrees to formally commit to acquiring, installing, and maintaining the modular accessible washroom for public use at such time as Party one has raised sufficient funds to reimburse Party two for the costs of acquisition.
2. **Funding Contribution:** Party one will contribute the funds, in excess of \$22,000, already raised towards the purchase of the washroom.
3. **Additional Fundraising:** Upon execution of this MOU, Party one will seek to obtain funds up to the amount of \$60,000, an amount based on budgetary quotes received thus far, deemed sufficient for the purchase of a single occupant accessible washroom.
4. **Installation and Maintenance:** Party two shall oversee the acquisition, installation, and ongoing maintenance of the washroom to ensure its accessibility and functionality for public use.
5. **Interpretation:** Nothing in this MOU shall be construed as a financial commitment from Party two to acquire the accessible washroom, with all parties understanding that acquisition is contingent on successful fundraising of the full amount necessary to acquire the accessible washroom.
6. **Collaboration and Communication:** Both parties agree to collaborate and communicate regularly to ensure the successful completion and implementation of the project.

TERM & TERMINATION:

This MOU shall become effective upon execution by both parties and shall remain in effect until the washroom is acquired, installed, and operational, unless terminated earlier by mutual agreement in writing.

GENERAL PROVISIONS:

- This MOU is a statement of mutual intentions and does not create any legally binding obligations between the parties.
- Any modifications to this MOU must be made in writing and signed by both parties.
- This MOU shall be governed by the laws of the Province of Ontario.

IN WITNESS WHEREOF, the undersigned have executed this Memorandum of Understanding as of the dates indicated below.

Mainstreet Family Restaurant

By: _____

Name: _____

Title: _____

Date: _____

Merrickville-Wolford and District Chamber of Commerce

By: _____

Name: _____

Title: _____

Date: _____

Municipality of Merrickville-Wolford

By: _____

Name: _____

Title: _____

Date: _____