

## Schedule A

### LICENCE AGREEMENT

This agreement (this "License") made in duplicate the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

#### **B E T W E E N:**

**SIR JOHN COLBORNE YOUTH SOCCER CLUB,**

(Hereinafter called "**Minor Soccer**")

**- and -**

**THE CORPORATION OF THE CITY OF PORT COLBORNE**

(Hereinafter called the "**City**")

**AND WHEREAS** the Minor Soccer and City agree on entering into a Facility Use Agreement for Minor Soccer to use and assist in maintaining the T.A. Lannan Complex Soccer Pitches, located on 550 Elizabeth Street, for the purposes of operating the sport of Soccer for a five (5) year period from May 25, 2025 to October 25, 2030. Attached hereto is a map of the designated areas as highlighted as Appendix 'A'.

**NOW THEREFORE** this agreement witnesses that in consideration of the premises and the obligations herein expressed and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) Minor Soccer and City hereby agree as follows:

#### **1. Designation**

Provided the Licensee duly and regularly and punctually pays the fees and all other sums payable and observes and performs every covenant and proviso herein contained and is not in default/arrears under any of the terms contained, in this Agreement, the City shall, upon the written request of the Licensee given to the City not more than six months and not less than three months prior to the expiration of the original term of this Agreement grant to the Licensee, a renewal of this Agreement for a further term of five (5) years on the same terms and conditions save and except for the fees payable and equipment purchases which shall be negotiated reasonably by the parties hereto, and the right of further renewal.

## 2. Term

- a. Subject to section 8 below, the initial term of this license shall commence on May 25, 2025 (Commencement) and shall terminate five (5) years from the commencement date on May 24, 2030 (INITIAL TERM).
- b. Upon the expiring of the INITIAL TERM, Minor Soccer and the City shall have the option to extend the INITIAL TERM of this license for one (1) additional period of five (5) years (EXTENDED TERM). To facilitate an EXTENDED TERM:
  - i. Minor Soccer will need to provide written notice to the City at least six (6) months prior to the expiration of the INITIAL TERM; and
  - ii. if the City agrees to the EXTENDED TERM, provide written acceptance of the EXTENDED TERM request to Minor Soccer.

In the event of the exercise of the EXTENDED TERM, such extension shall be upon the same terms and conditions as this license.

## 4. Minor Soccer Covenants

- a. Minor Soccer covenants and agrees with the City that, throughout the term of the agreement Minor Soccer shall:
  - i. observe all of the terms, covenants and conditions of this agreement including, without limiting the generality of the foregoing, making payments to the City for the DESIGNATED SPACE and Maintaining provisions outlined in Minor Soccer Covenants.
  - ii. only use the DESIGNATED SPACE for the purpose of the Minor Soccer Program.
  - iii. operate to the City's values and comply with all City policies and procedures, including but not limited to the City's code of conduct and zero tolerance for smoking and illicit substances on City property which includes the VHWC and T.A. Lannan Sports Complex.
  - iv. comply with all laws, directions, rules and regulations of all governing and governmental bodies and authorities having jurisdiction, including the City and Canadian Soccer Association.

- v. comply with all environmental laws, directions, rules and regulations, and agrees not to contaminate the DESIGNATED SPACE or allow any discharge of any contaminants of any nature into the VHWC or T.A. Lannan Sport Complex area.
- vi. maintain insurance compliant with section 6 below.
- vii. not advertise Minor Soccer sponsors in DESIGNATED SPACE, on the premise of T.A Lannan Sports Complex without the express written consent of the City.
- viii. be responsible for and make reasonable efforts to inform the public of any program cancellation.
- ix. The said Soccer Pitches seen in Appendix A shall be operated under control of the City according to City by-laws and regulations.
- x. The City may at any time enter on the described premises for whatever purpose as deemed necessary by the City.
- xi. Minor Soccer is a legal incorporated body with officers who have been elected at an open meeting by the membership.
  - (A) That at the end of each calendar season, by March 31<sup>st</sup>, Minor Soccer files with the City A Statement of their annual operations of the Soccer Pitches, including a statement of revenues and expenditures for the current and forthcoming year's operations.
  - (B) An inventory of all equipment that is the property of the City of Port Colborne.
- xii. Minor Soccer shall be responsible for the maintenance including field lining, garbage removal from the soccer pitch and any parking area used by its participants and spectators as well as the maintenance and costs associated with the lighting of the field house (canteen, washrooms) as listed on Appendix A. Clean only on days soccer uses.
- xiii. Minor Soccer shall be responsible for all maintenance requirements of the structures located at the Soccer Pitches as designated in this agreement,– When used by Minor Soccer, they shall also be responsible for collecting all waste and recyclables and place same in appropriate containers for weekly and biweekly pickup, where applicable, by the City's waste Collector. (3) Keys will be provided by the City to Minor Soccer for the waste and recycling

dumpsters. The scheduling of the canteen shall be the responsibility of Minor Soccer.

- xiv. All equipment (goal posts, bleachers, light fixtures, standards) located on the present soccer pitch that are owned by the City shall remain in their present location and shall be maintained by Minor Soccer in general acceptable standards which would include netting replacement for goal posts. If the before mentioned equipment has to be replaced because of normal wear and tear or the normal life span of the equipment has expired, the said piece of equipment shall be replaced by the City after mutually agreed upon by the City and Minor Soccer. A list of all equipment in detail as appended as Appendix 'B'.
- xv. Minor Soccer shall be solely responsible for the payment of all utility bills (hydro, gas) for the soccer pitches and field house.
- xvi. Minor Soccer shall solely be responsible to ensure any signage required by Municipal By-law(s) and Provincial Statutes and/or laws be posted and maintained as per established Municipal and/or Provincial standards/requirements. They include but are not limited to: Alcoholic Beverages, Off Road Vehicles, Hours of Operation, League Contact Information.
- xvii. Minor Soccer hereby acknowledge that their use of these Soccer Pitches at the T.A. Lannan Sports Complex may be made available to other parties at the discretion of the City and the City will handle all scheduling of the Complex Soccer Pitches during the term of this agreement. Minor Soccer will have priority use of the soccer pitches at the T.A. Lannan Sports Complex. After the needs of Minor Soccer are met any time not booked may be scheduled for other user groups.
- xviii. Minor Soccer agrees to be active participants in any future City Parks and Recreation Master Plans or Sport Field Master plans which may discuss new investment on field development or field house investments that support sports tourism during term of this agreement.

## **5. City Covenants**

- a. City covenants and agrees with Minor Soccer that, throughout the term of the agreement the City shall:
  - i. observe all of the terms, covenants and conditions of this agreement.
  - ii. The City shall be responsible for the grass cutting and trimming to Municipal Standards. As well the maintenance and costs associated with the lighting of the soccer pitches as listed on Appendix A will be the responsibility of the City.

- iii. Any maintenance items that are described as "Capital" such as but not only including the following: new lights, playing field(s), shall be made in writing to the City, and replacement of the capital item shall be at the discretion of the City, and further that any improvements made to the Facility in this Agreement undertaken by Minor Soccer must be approved by the City.
- iv. The City shall set the rental rates and shall retain all rental fees collected to assist in the operations and maintenance of the Soccer Pitches, Lighting and future Capital costs at the T.A. Lannan Sports Complex or future soccer pitch locations. Minor Soccer will be charged a nominal per registered player fee outlined in Schedule A. in exchange for the maintenance and utility fee payments made in Minor Soccer covenants listed above.
- v. The City reserves the right to cancel the use of playing fields as a result of inclement weather or unsafe field conditions. The City will contact Minor Soccer to advise them of any cancellations. If the fields become unplayable during the scheduled practice or game, Minor Soccer has the right to cancel the program.

## **6. Insurance**

- a. Minor Soccer shall, throughout the INITIAL TERM and any EXTENDED TERM, at its own expense, take out and maintain commercial general liability insurance (POLICY) satisfactory to the City and underwritten by an insurer licensed to conduct business in the Province of Ontario. The POLICY shall provide coverage for bodily injury, property damage and personal injury and shall include but not be limited to:
  - i. A limit of liability of not less than \$5,000,000 per occurrence.
  - ii. Add the City as an additional insured with respect to the operations of Minor Soccer.
  - iii. The POLICY shall contain a provision for cross liability and severability of interest in respect of Minor Soccer;
  - iv. Non-owned automobile coverage with a limit not less than \$2,000,000 and shall include contractual non-owned coverage (SEF 96);
  - v. Tenant's legal liability;
  - vi. Products and complete operations coverage;

vii. Contractual liability;

viii. The POLICY shall be provided 30 days prior notice of cancellation.

- b. Minor Soccer agree to furnish the City with proof of the POLICY in a form satisfactory to the City on or before the acceptance of this agreement by the City and for subsequent POLICY updates to be provided to the City as they expire or at the request of the City to verify coverage is maintained.

## **7. Indemnity**

- a. Minor Soccer shall defend, indemnify and save harmless the City, its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of Minor Soccer, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this License. This indemnity shall be in addition to and not in lieu of any insurance to be provided Minor Soccer in accordance with this License and shall survive this License.
- b. Minor Soccer agree to defend, indemnify, and save harmless the City from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to Minor Soccer's status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by Minor Soccer in accordance with this License and shall survive this License.

## **8. Default**

- a. Any of the following occurrences or acts shall constitute an event of default by the City or Minor Soccer under this agreement:
- i. failure to make any payment of any sums herein required to be paid, where such failure shall continue for fifteen (15) days after the other party shall have given the defaulting party notice specifying such failure.
  - ii. failure to perform any covenant or condition required to be performed or observed by such party hereunder, where such failure shall continue for fifteen (15) days after delivery by the other party of notice specifying such failure and, if such default cannot be reasonably cured within such fifteen (15) day period, such longer period as may be reasonably required to cure such default; and

- iii. the bankruptcy or taking the benefit of any legislation providing protection for insolvent parties or winding up or otherwise ceasing to exist.
- b. In the event default shall occur and be continuing after any applicable curative period, the non-defaulting party, in addition to all other rights it may have, shall have the following rights:
  - i. to immediately terminate this agreement and the term by giving written notice of such termination to the defaulting party. Any payments for which Minor Soccer is liable under this agreement shall thereupon be apportioned and paid in full and refunded.
  - ii. to perform the covenant or condition required to be performed or observed by the defaulting party (the costs of doing so shall be a debt from the defaulting party to the non-defaulting party and, if the City is the defaulting party, may be set off against any future payments);

**9. Assignment**

- a. Minor Soccer shall not assign this agreement, in whole or in part, or enter into any sub-license or otherwise permit any other party to occupy the DESIGNATED SPACE or any part thereof without the written consent of the City.
- b. Subject to the foregoing, this agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

**10. Notices**

- a. Any demand, notice, direction, or other communication made or given hereunder (Communication) shall be in writing and shall be made or given by personal delivery, courier, facsimile transmission, or sent by registered mail, charges prepaid, addressed as follows:

To Sir John Colborne Youth Soccer Club:	Attention: Melissa Murdoch [REDACTED]
To the City:	Attention: City Clerk 66 Charlotte Street Port Colborne, ON L3K 3C8 (905) 835-2900

or to such other address or facsimile number as either party may, from time to time, designate in accordance with this section.

- b. Any communication made by personal delivery or by courier shall be conclusively deemed to have been given and received on the day of actual delivery thereof or, if such day is not a business day, on the first business day thereafter. Any communication made or given by facsimile on a business day before 5:00 p.m. (local time of the recipient) shall be conclusively deemed to have been given and received on such business day, and otherwise shall be conclusively deemed to have been given and received on the first business day following the transmittal thereof. Any communication that is mailed shall be conclusively deemed to have been given and received on the fifth business day following the date of mailing but if, at the time of mailing or within five business days thereafter, there is or occurs a labour dispute or other event that might reasonably be expected to disrupt delivery of documents by mail, any Communication shall be delivered or transmitted by any other means provided for in this section. When used in this agreement, "business day" shall mean a day other than a Saturday, Sunday or any statutory holiday in the province in which the T.A. Lannan Sport Complex is located.

## **11. General Provisions**

- a. The City and Minor Soccer shall, without charge, at any time and from time to time, within ten (10) days after request by the other party, certify by written instrument to the other party or any other person, firm or corporation specified by the other party, that this agreement is unmodified and in full force and effect (or, if there have been any modifications, that this agreement is in full force and effect as modified and stating the modifications), whether or not there are then existing any known set-offs or defences against the enforcement of any of the agreements, terms, covenants or conditions of the certifying party and, if so, specifying the nature of same and confirming the dates, if any, to which any charges hereunder have been paid.
- b. This agreement constitutes the entire agreement of the parties with respect to the matters governed by it and supersedes all prior agreements and understandings, whether written or oral, relative to the subject matter hereof. Except as otherwise specifically set forth in this agreement, neither party makes any representation or warranty, express or implied, statutory or otherwise, to the other. This agreement may not be amended or modified except by a written instrument executed by both parties.
- c. The parties hereto disclaim any intention to create a partnership between them or to constitute any of them the agent of the other or to create any fiduciary relationship between them. Nothing in this agreement shall constitute the parties being construed as partners or agents of one another, nor except as may be expressly provided in this agreement, constitute any of them the agent of the other party.
- d. If any covenant, provision, or restriction contained in this agreement is found to be void or unenforceable in whole or in part by a competent authority, it shall not affect or impair the validity of any other covenant, provision or restriction and, without limitation, each of the covenants, provisions and restrictions contained herein and hereby declared to



be separate and distinct covenants, provisions and restrictions.

- e. Unless the context otherwise requires, words importing the singular in number only shall include the plural and *vice versa*, words importing the use of gender shall include the masculine, feminine and neuter genders, and words importing persons shall include individuals, corporations, partnerships, associations, trusts, unincorporated organizations, governmental bodies and other legal or business entities.

**IN WITNESS WHEREOF** the parties hereto have caused this license agreement to be duly executed as of the day and year first above written.

THE CORPORATION OF THE CITY OF PORT COLBRONE

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
Greg Zwiép, Manager of Recreation

\_\_\_\_\_  
CITY CLERK

Sir John Colborne Youth Soccer Club,

\_\_\_\_\_  
Melissa Murdoch, President

\_\_\_\_\_  
SECRETARY-TREASURER

**Schedule A – Minor Soccer Fees**

<b>Term</b>	<b>Year</b>	<b>Per Registered Player Fee</b>	<b>Change</b>
Initial 5 Year License Term	1	\$5	
	2	\$5	\$0
	3	\$7	\$2
	4	\$9	\$2
	5	\$11	\$2
Optional 5 Year Extension License Term	6	\$13	\$2
	7	\$15	\$2
	8	\$17	\$2
	9	\$19	\$2
	10	\$21	\$2

1. In lieu of Minor Soccer providing maintenance and payment of utilities listed in covenants above. The City will charge a per player registered fee below the regional average (13.68 in 2025) compared to other Niagara municipalities for youth soccer who charge a per player fee (Town of Lincoln, Town of West Lincoln, Township of Wainfleet, Town of Fort Erie).

Appendix A:



## **APPENDIX B**

- 1) All spectator bleachers located at the five (5) soccer pitches.
- 2) Ten (10) soccer goal posts (5 pairs), Netting replacement completed by minor soccer
- 3) Ten (10) players' benches. Two (2) located at each of five (5) soccer pitches.
- 4) All Garbage containers, totaling approximately 2 at each soccer pitches and 4 at the field house (14)
- 5) All equipment stored in the field house by the Club (an annual inventory by January 15 of each year)
- 6) All canteen equipment (inventoried by January 15 of each year)
- 7) And any other equipment purchased by the Municipality or Minor Soccer during the duration of this agreement.