

THE CORPORATION OF THE TOWNSHIP OF LAKE OF BAYS

BY-LAW NUMBER 2019-032

BEING A BY-LAW TO ESTABLISH PROCEDURES FOR THE COMMERCIAL USE OF MUNICIPAL PROPERTY IN THE TOWNSHIP OF LAKE OF BAYS.

WHEREAS Section 270 of the Municipal Act, 2001, S.O., c.25, as amended, provides that a municipality shall adopt and maintain policies with respect to the delegation of its powers and authorities.

AND WHEREAS pursuant to Section 391(1)(c) of the Municipal Act, c. 25, S.O. 2001, as amended, a municipality is authorized to impose fees or charges on persons for the use of its property including property under its control;

AND WHEREAS the municipality deems it appropriate to establish procedures for the Commercial Use of Municipal Property in the Township of Lake of Bays.

NOW THEREFORE the Council of the Corporation of the Township of Lake of Bays hereby enacts as follows:

1. THAT Commercial Use of Municipal Property Policy BY-1.3 attached hereto be adopted.
2. THAT all by-laws or provisions in other by-laws found to be inconsistent with this by-law are hereby deemed to be repealed.
3. THAT this By-law shall come into full force and effect upon passage thereof.

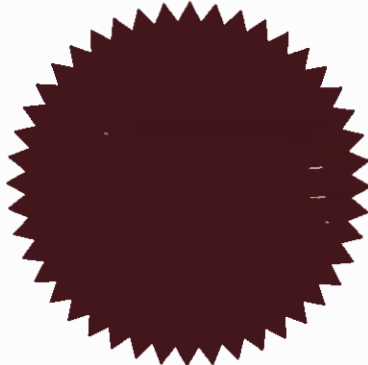
READ a FIRST, SECOND and THIRD time and finally passed this 19th day of March, 2019.



Mayor – Terry Glover



Clerk – Carrie Sykes



TOWNSHIP OF LAKE OF BAYS PROCEDURE MANUAL			
Chapter:	By-law Services	Index No.	BY-1.3
Section:	Municipal Property	Effective Date:	Mar 19/19
Subject:	Commercial Use of Municipal Property Procedures	Revision Date:	-
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1. PURPOSE

- 1.01** To provide a procedure in accordance with the *Municipal Act, 2001, as amended*, for the Commercial Use of Municipal Property within the Township of Lake of Bays.
- 1.02** To provide a guideline that outlines the policies, procedures, fees and by-laws which an applicant must abide by in order to receive approval to use municipally owned property for commercial purposes.

2. POLICY

- 2.01** An applicant for the commercial use of Municipal property is defined as, but not limited to, the following:

- a person, company or organization;
- Merchandise, food and/or beverage vendor;
- Rental equipment vendor; or
- Franchisee.

- 2.02** The commercial use of Municipal property may require to use the following components:

- Municipal outdoor facilities, docks and/or property;
- Parking lots;
- Generators/electrical distribution;
- Use of other temporary structures.

- 2.03** Commercial Use may include any and/or all of the following:

- Docking of vessels at Municipal docks;
- Parking of vehicles and/or trailers on Municipal property;
- Selling of food and/or beverages
- Selling of merchandise, wares, services, or event tickets;
- Cooking of food within food truck, cart or trailer;
- Renting of equipment from Municipal Facilities, docks and/or property.

- 2.04** No person or organization shall hold or conduct any commercial activities on municipal property or which requires municipal services without first having applied for a Commercial Use of Municipal Property Agreement and received a valid permit.

2.05 APPLICATION

- a) The Commercial Use of Municipal Property Agreement application shall be submitted 45 days in advance of the next Council meeting, by any one of the following methods:

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- ii) Provide a copy of the Certificate of Insurance specifically identifying The Corporation of the Township of Lake of Bays as an additional insured and that the liability coverage is at least \$5,000,000;
- iii) The Township of Lake of Bays reserves the right to modify the insurance requirements and limits as deemed suitable to the commercial use. More insurance may be required for higher risk events; and
- iv) It is the responsibility of the applicant to provide insurance coverage for any volunteers or workers.

3.02 INDEMNIFICATION

- a) Through the applicant's signature on the Agreement, the applicant agrees:
 - i) That the Corporation of the Township of Lake of Bays, its elected officials, officers, employees, servants or agents, shall not be held liable for any injury, loss or damage, however caused, which the Corporation may incur resulting from or arising out of the granting of this permission for use of Township owned property.
 - ii) To indemnify and hold the Corporation of the Township of Lake of Bays, its elected officials, officers, employees, servants or agents from any and all actions made upon the Corporation, and against all loss, liability, judgments, costs or expenses which the Corporation may sustain, incur or be put to resulting from or arising out of any act or mission on the part of the applicant, which was done or purported to have been done under the agreement obligations here under.

3.03 LICENSES AND PERMITS

- a) The applicant must provide evidence of all necessary licenses or permits for the event and any further information requested by the Township of Lake of Bays, included but not limited to:
 - i) Licencing (Vendor Permit) By-law 99-60
 1. A business, as defined under By-law 99-60 will be required to apply for and receive a permit to operate within the Township of Lake of Bays.
 2. Submission of additional required documentation as per permit requirements including, but not limited to: descriptions, site maps, location of vehicles, locations of vending, technical inspections, proof of insurance, and photographs of vehicles, trailers and/or carts.
 - ii) Temporary Structures and Tents
 1. The Ontario Building Code requires building permit approval for all tents.

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3. No vehicles or vessels shall be parked to restrict normal continued use of Municipal property including, but not limited to: boat ramps, docks, parking spaces and entrances and exits to Municipal property.

vi) Litter and Refuse Handling

1. The applicant is responsible for litter control and waste disposal per each day of use.
2. Refuse is not allowed to be placed in Municipal refuse containers but must be placed in applicant's own receptacles.
3. The site must be restored to its original condition within 24 hours after the completion of the allowed use.

4. ADMINISTRATION

4.01 The municipality reserves the right to cancel any Commercial Use agreement and revoke any permit, by providing written notice to the licensee allowing the licensee to rectify the default within seven (7) days of receiving the written notice;

- a) When the municipal property is needed for an event of municipal significance;
- b) In order to ensure public safety;
- c) If, in the sole opinion of the municipality, the event organizer fails to comply with the requirements of the permit or any provision of this policy or for any other reason that the municipality deems appropriate;

4.02 If the municipality finds the licensee to still be in default of subsection 4.01(a), 4.01(b), or 4.01(c), the municipality shall allow seven (7) days to allow delivery of written statement that provided seven (7) days to rectify the default in a reasonable manner.

4.03 All applicants, event organizers and staff shall adhere to the Commercial Use of Municipal Property and applicable legislation, by-laws and regulations.

4.04 This policy shall come into force and take effect under By-law 2019-032 on March 19th, 2019.

5. REVISION CONTROL

Policy Date	Revision	Effective Date

6. ATTACHMENTS

- 6.01** Attachment A – Commercial Use of Municipal Property Agreement
- 6.02** Attachment B – Commercial use of Municipal Property Application Form

To include the use of the access ramp, the water related surface area, together with the non-exclusive right to use any portion of the Parking Lot reasonably required for parking and access to Municipal Property, as listed in attached Schedules, for the Licencee and its clients.

- 1.2. The Licencee shall have the right to place signs for advertising its commercial use, subject to the Municipality's final approval as to the design, size, dimensions, materials, colours, design features, wording and location of any such sign.
- 1.3. The Licencee hereby accepts the site in the condition existing as of the date of this agreement and will not call upon the Municipality to pay for any work or supply any equipment to remove any debris therefrom or build/install any necessary ramps/stairs or specialized dock mooring hardware.

2. Licence Fee / Revenue Sharing

- 2.1. The Licencee shall pay to the Municipality a set fee (the "Licence Fee") of _____ for the _____ season. Such Licence Fee shall be paid to the Municipality, in arrears, prior to the commencement of use of any municipal property. The Licencee shall also pay to the Municipality any applicable HST on the Licence Fee.

3. Restrictions on Licence

- 3.1. The Licencee agrees that the Licence hereby granted is subject to the following terms which the Licencee shall cause adherence to:
 - 3.1.1. The Licencee shall only operate during the time stated within the Agreement;
 - 3.1.2. The Licencee shall only utilize the Municipal Property for the Purpose as set out in this Agreement;
 - 3.1.3. Overnight occupancy of boats moored at Municipal property will not be permitted;
 - 3.1.4. The Boats shall be removed from the Municipal property at the end of each Term, as stated within the agreement;
 - 3.1.5. No person shall discharge waste holding tanks, oil, inflammable liquids, oily bilge water or other liquids in the area of the Municipal property;
 - 3.1.6. No refuse of any kind shall be thrown overboard or otherwise put into the waters or public garbage cans in the area of the Municipal property;

- 4.5. The Licencee shall ensure no refuse, litter, garbage or loose or objectionable materials accumulate in or about the lands.
- 4.6. The Licencee must ensure that no trees are removed or damaged, and no grade changes are carried out.
- 4.7. The Licencee shall conduct its services and appurtenances which meet the following criteria:
 - 4.7.1. Any docks, ramps, stairways, or storage racks built must meet those standards outlined in the Accessibility for Ontarian with Disabilities Act, as well as the Building Code Act.

5. Covenants of the Municipality

- 5.1. The Municipality hereby agrees:
 - 5.1.1. to maintain the existing public parking area, so that it may be used by customers of the Licencee. The Licencee acknowledges and agrees that parking will be subject to availability, and that parking will not be available in this lot overnight;
 - 5.1.2. To ensure it takes no action to block access to Municipal Property and to take reasonable steps to ensure no other entity prevents access to the Municipal property. The Licencee acknowledges and agrees that access to the Municipal property during special events, may be restricted during the event and use of Municipal Property. At the sole discretion of the Director of Building & By-law Services (or his designate) the Licencee will remove the boat for the duration where it is deemed necessary for Council-approved events.
- 5.2. The Licencee shall have the right during the term of this agreement to advise customers that they are able to make use of adjacent Municipality-owned public parking facilities. Such parking shall be non-exclusive and subject to availability. All who use this public facility must abide by posted signage and pertinent Municipality by-laws.

6. Indemnity of the Municipality

- 6.1. The Licencee agrees to indemnify the Municipality (the Licencor) from and against any and all claims, demands, losses, costs, charges, expenses, actions and other proceedings (including those in connection with workers' compensation nor any similar or successor arrangement) made, brought against, suffered by or imposed on the Municipality or its property in respect of any failure by the Licencee to fulfil any of its obligations under

written notice to Municipality of the default and if such default is not rectified in a reasonable manner within seven (7) days, then the Licencee shall be entitled to exercise its right of termination.

9. Notices

- 9.1. Any notice required or permitted to be given by one party to the other pursuant to the terms of this Agreement may be served by personal delivery to an officer of the party or given by prepaid registered mail sent:

TO THE MUNICIPALITY, AT:

Corporation of the Township of Lake of Bays

Attn: Corporate Services

1012 Dwight Beach Road,

Dwight, ON, P0A 1H0

TO COMPANY NAME HERE, AT:

Attn: NAME

Street Address

Municipality, Postal Code

The above address may be changed at any time by giving ten (10) days written notice to the appropriate party.

- 9.2. Any notice given by one party to the other in accordance with the provisions of this Licence shall be deemed conclusively to have been received on the date delivered if the notice is served personally or seventy-two (72) hours after mailing if the notice is mailed by prepaid registered mail within Ontario.
- 9.3. This Licence does not create any interest in land and shall not register any such interest.

10. Right to Renew

- 10.1. This Agreement shall not be automatically renewed. Any further consideration by the Municipality to continue allowing the commercial use of Municipal Property will be subject to additional agreements or Municipal policy.

11. Government Approvals

- 11.1. This Agreement is conditional upon all required approvals being obtained by the Licencee from the necessary Ministries and or licensing agencies.



COMMERCIAL USE OF MUNICIPAL PROPERTY AGREEMENT

APPENDIX "A"

List of Locations to be used under agreement

COMMERCIAL USE PERMIT	
ALL commercial use on Municipal Property will require \$5 million insurance coverage, naming the Municipality as the INSURED	
Application DATE:	
Applicant's NAME:	
Requested LOCATION OF USE:	
Requested TIME OF USE:	<input type="checkbox"/> DAILY: <input type="checkbox"/> WEEKEND: <input type="checkbox"/> WEEKLY: <input type="checkbox"/> SEASON:
Company / Vendor / Organization:	
Main Contact Person(s):	
Mailing Address:	
WORK phone number:	
MOBILE phone number:	
HOME phone number:	
EMAIL:	
Check all REQUIRED items that apply to your Commercial Use PERMIT:	
Boat Docking / Vehicle Parking	<input type="checkbox"/> Dimensions and proposed locations
Boat Tours	<input type="checkbox"/> Dimensions and proposed locations
Advertising Sign(s)	<input type="checkbox"/> Specifications and proposed locations
Food/Merchandise Vendors	<input type="checkbox"/> Proposed locations, water/hydro, and refuse disposal
OTHER	<input type="checkbox"/> Dimensions and proposed locations
VENDOR'S PERMIT <small>(required items refer to Vendor's and Licencing By-law 99-60)</small>	
REQUIRED items that will apply after receiving Council Approval:	
Hawker & Peddler Licence	<input type="checkbox"/> Vending location & description
Refreshment Vehicle Licence	<input type="checkbox"/> Liability insurance <input type="checkbox"/> Copy of Simcoe Muskoka District Health Unit inspection <input type="checkbox"/> Copy of Licenced Propane fitter inspection <input type="checkbox"/> Refuse handling for customers <input type="checkbox"/> Photo of vehicle / trailer / boat / cart
Specify other relevant information	
METHOD OF PAYMENT:	<input type="checkbox"/> CASH <input type="checkbox"/> CHEQUE <input type="checkbox"/> DEBIT <input type="checkbox"/> E-TRANSER <small>(further instructions available from staff or www.lakeofbays.on.ca)</small>



**PERMIT APPLICATION
FOR COMMERCIAL USE OF MUNICIPAL PROPERTY**

Site Plan

&

Photos of Vessel / Vehicle / Vendor Cart

(attach additional page(s) as necessary)

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- i) **IN PERSON:** By-law Enforcement Services
Township of Lake of Bays
1012 Dwight Beach Road
Dwight, ON, P0A 1H0
 - ii) **BY EMAIL:** Address: contact@lakeofbays.on.ca
Subject: Commercial Use Agreement
 - iii) **BY FAX:** (705) 635-2132
- b) The application referred to in subsection 2.05(a) shall be accompanied by a complete site plan which will include requirements stated in the policy and application form.
 - c) Any applicable fees required for the processing of the application referred to in subsection 2.05(a) can be received either by CASH, CHEQUE, DEBIT or E-TRANSFER.
 - d) The By-law Enforcement Services is responsible for receiving, distributing and processing all applications for the Commercial Use of Municipal Property, and for coordinating the receipt of comments by appropriate township staff.
 - e) All fees shall be charged in accordance with the Township User Fee and Charges By-law as amended.
 - f) No Permits will be issued until the permit fees have been paid.
 - g) Consideration of the following must be addressed on all applications:
 - i) **SITE PLAN** including:
 1. Location of Commercial Activities
 2. Location of boats/vehicles/trailers or carts
 3. Location of advertising signs
 - ii) **COMPLETE LIST** of date(s) & time(s) of Commercial Use
 - iii) Photos provided with application showing vehicles, trailers or carts being used by applicant
 - iv) Use of temporary structures and tents
 - v) Advertising signs and banners
 - vi) Garbage and waste handling
 - vii) Hydro requirements, if any

3. PROCEDURE

3.01 PUBLIC LIABILITY INSURANCE

- a) Applicants requesting commercial use of Municipal property must meet the following criteria prior to final approval of their event:
 - i) Public liability insurance in the amount of \$5,000,000;

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2. A tent does not require a building permit under the Ontario Building Code Act provided that it is:
 - a) Not more than 60 square meters in aggregate ground area;
 - b) Not an air support structure more than 10 cubic meters;
 - c) Not attached to a building; and
 - d) Constructed more than 3 metres from other structures
3. Building Permits can be obtained by application to the Township of Lake of Bays Building/By-law Services.
4. Tents that are larger than 30 square metres must meet flame resistance requirements of the Ontario Fire Code. No open flames are permitted in the tent or within 10 metres of the tent.

iii) Advertising Sign(s) By-law

1. One A-frame, per commercial use, not exceeding 6.4 square feet (as defined is exempt from by-law) is allowed to be placed on municipal property, approved under the site plan submitted with the application.
2. Any advertising sign(s) placed within Municipal Property related to an approved Commercial use must be included in the application for the Commercial use as follows:
 - a) Location & size of sign(s)
 - b) Photo of sign(s)
3. Any further sign(s) or banner(s) placed on municipal property or other properties with the Municipality may require permission pursuant to the Township of Lake of Bays Sign By-law. Application can be made to the Building/By-law Services.

iv) Noise By-law

1. The emission of sound which is prohibited in the Township of Lake of Bays Noise By-law shall require an exemption which can be obtained by application to the Township of Lake of Bays Building/By-law Services.

v) Parking By-law

1. The applicant is responsible for ensuring that they or any accompanying workers/volunteers follow provisions in the Parking By-law.
2. Parking infraction notices will be issued as authorized in the Township of Lake of Bays Parking By-law and vehicles may be towed if the By-law Enforcement Officer or any Emergency Service personnel perceive a safety issue.

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3. No vehicles or vessels shall be parked to restrict normal continued use of Municipal property including, but not limited to: boat ramps, docks, parking spaces and entrances and exits to Municipal property.

vi) Litter and Refuse Handling

1. The applicant is responsible for litter control and waste disposal per each day of use.
2. Refuse is not allowed to be placed in Municipal refuse containers but must be placed in applicant's own receptacles.
3. The site must be restored to its original condition within 24 hours after the completion of the allowed use.

4. ADMINISTRATION

4.01 The municipality reserves the right to cancel any Commercial Use agreement and revoke any permit, by providing written notice to the licensee allowing the licensee to rectify the default within seven (7) days of receiving the written notice;

- a) When the municipal property is needed for an event of municipal significance;
- b) In order to ensure public safety;
- c) If, in the sole opinion of the municipality, the event organizer fails to comply with the requirements of the permit or any provision of this policy or for any other reason that the municipality deems appropriate;

4.02 If the municipality finds the licensee to still be in default of subsection 4.01(a), 4.01(b), or 4.01(c), the municipality shall allow seven (7) days to allow delivery of written statement that provided seven (7) days to rectify the default in a reasonable manner.

4.03 All applicants, event organizers and staff shall adhere to the Commercial Use of Municipal Property and applicable legislation, by-laws and regulations.

4.04 This policy shall come into force and take effect under By-law 2019-032 on March 19th, 2019.

5. REVISION CONTROL

Policy Date	Revision	Effective Date

6. ATTACHMENTS

- 6.01** Attachment A – Commercial Use of Municipal Property Agreement
- 6.02** Attachment B – Commercial use of Municipal Property Application Form



COMMERCIAL USE OF MUNICIPAL PROPERTY AGREEMENT

THIS LICENCE AGREEMENT made this __ day of _____, 2019,

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF LAKE OF BAYS

(the "Municipality" or the "licencor")

and

THE COMPANY NAME HERE

(hereinafter the "Licencee")

WHEREAS:

- (A) The Municipality is the registered owner of land referred to within this agreement, and is abutting Lake of Bays, within the Township of Lake of Bays, in the District Municipality of Muskoka, and may be referred to more specifically in a schedule attached as an APPENDIX to this agreement;
- (B) The Municipality is entering into an agreement to allow commercial entities that will be available to the public within Lake of Bays, operating from property owned by the Municipality;
- (C) The Licencee has represented to the Municipality that it is capable of operating from property owned by the Municipality and wishes to enter into a licencing agreement with the Municipality so that it may have access and use of certain parts of Municipal property for the purposes of conducting commercial services;

NOW THEREFORE, IN CONSIDERATION of the representation and warranties contained herein and for other good and valuable consideration the parties agree as follows:

1. Licence

1.1. The Municipality hereby grants a Licence to

to use Municipal Property at (and depicted in attached Schedules)

for a period time as listed below, (to be known as the "Term")

for the purposes of (to be known as the "Purpose"^{ff})

To include the use of the access ramp, the water related surface area, together with the non-exclusive right to use any portion of the Parking Lot reasonably required for parking and access to Municipal Property, as listed in attached Schedules, for the Licencee and its clients.

- 1.2. The Licencee shall have the right to place signs for advertising its commercial use, subject to the Municipality's final approval as to the design, size, dimensions, materials, colours, design features, wording and location of any such sign.
- 1.3. The Licencee hereby accepts the site in the condition existing as of the date of this agreement and will not call upon the Municipality to pay for any work or supply any equipment to remove any debris therefrom or build/install any necessary ramps/stairs or specialized dock mooring hardware.

2. Licence Fee / Revenue Sharing

- 2.1. The Licencee shall pay to the Municipality a set fee (the "Licence Fee") of _____ for the _____ season. Such Licence Fee shall be paid to the Municipality, in arrears, prior to the commencement of use of any municipal property. The Licencee shall also pay to the Municipality any applicable HST on the Licence Fee.

3. Restrictions on Licence

- 3.1. The Licencee agrees that the Licence hereby granted is subject to the following terms which the Licencee shall cause adherence to:
 - 3.1.1. The Licencee shall only operate during the time stated within the Agreement;
 - 3.1.2. The Licencee shall only utilize the Municipal Property for the Purpose as set out in this Agreement;
 - 3.1.3. Overnight occupancy of boats moored at Municipal property will not be permitted;
 - 3.1.4. The Boats shall be removed from the Municipal property at the end of each Term, as stated within the agreement;
 - 3.1.5. No person shall discharge waste holding tanks, oil, inflammable liquids, oily bilge water or other liquids in the area of the Municipal property;
 - 3.1.6. No refuse of any kind shall be thrown overboard or otherwise put into the waters or public garbage cans in the area of the Municipal property;

COMMERCIAL USE OF MUNICIPAL PROPERTY AGREEMENT

- 3.1.7. In the event of a boat sinking within the Municipal property, such wreck shall be removed forthwith at the Licencee's expense;
 - 3.1.8. Noise shall be in compliance at all times with the Municipality's Noise By-law as amended, so as to not cause a nuisance to others;
 - 3.1.9. The Municipality shall have the right to inspect the Municipal property at any time without prior notice;
 - 3.1.10. The Licencee acknowledges and agrees that others, including the general public, shall have the use and right to occupy Municipal Property, and that the Municipality cannot guarantee uninterrupted use or access to the Municipal Property, or Parks within Municipal Property.
 - 3.1.11. Licencee shall not erect any buildings or structures on the lands without prior written permission from the Licencor.
- 3.2. In the event there is a default of any of these terms, the Municipality may terminate this Licence immediately. Alternatively, or in addition to such termination, the Municipality may arrange to have the default remedied, and recuperate any cost of remedying such default from the Licencee.

4. Acknowledgements, Representations and Covenants of Licencee

- 4.1. The Licencee acknowledges and agrees that the Licencor and the general public shall maintain their access rights to Municipal Property which includes any docks or parks. Furthermore, the Licencor shall have the right to request the Licencee relocate any signage or equipment in the Licencor's sole discretion, provided the Licencor is acting reasonably. The Licencee acknowledges and agrees that such a request could be motivated by concerns including, but not limited to maintenance, safety or general concerns raised by the public.
- 4.2. The Licencee will, at its expense, obtain any and all necessary approvals for the operation of its commercial use and shall be solely responsible for all cost associated with its operation, including any and all damage caused to the Licencors property and/or facilities.
- 4.3. The Licencee shall operate during the Term in a safe and proper manner in accordance with the terms of this Agreement.
- 4.4. The Licencee shall maintain the appearance of the lands and equipment thereon in a neat, clean and well-kept manner appropriate to the conditions of the land in the area.

- 4.5. The Licencee shall ensure no refuse, litter, garbage or loose or objectionable materials accumulate in or about the lands.
- 4.6. The Licencee must ensure that no trees are removed or damaged, and no grade changes are carried out.
- 4.7. The Licencee shall conduct its services and appurtenances which meet the following criteria:
 - 4.7.1. Any docks, ramps, stairways, or storage racks built must meet those standards outlined in the Accessibility for Ontarians with Disabilities Act, as well as the Building Code Act.

5. Covenants of the Municipality

- 5.1. The Municipality hereby agrees:
 - 5.1.1. to maintain the existing public parking area, so that it may be used by customers of the Licencee. The Licencee acknowledges and agrees that parking will be subject to availability, and that parking will not be available in this lot overnight;
 - 5.1.2. To ensure it takes no action to block access to Municipal Property and to take reasonable steps to ensure no other entity prevents access to the Municipal property. The Licencee acknowledges and agrees that access to the Municipal property during special events, may be restricted during the event and use of Municipal Property. At the sole discretion of the Director of Building & By-law Services (or his designate) the Licencee will remove the boat for the duration where it is deemed necessary for Council-approved events.
- 5.2. The Licencee shall have the right during the term of this agreement to advise customers that they are able to make use of adjacent Municipality-owned public parking facilities. Such parking shall be non-exclusive and subject to availability. All who use this public facility must abide by posted signage and pertinent Municipality by-laws.

6. Indemnity of the Municipality

- 6.1. The Licencee agrees to indemnify the Municipality (the Licencor) from and against any and all claims, demands, losses, costs, charges, expenses, actions and other proceedings (including those in connection with workers' compensation nor any similar or successor arrangement) made, brought against, suffered by or imposed on the Municipality or its property in respect of any failure by the Licencee to fulfil any of its obligations under

this Licence Agreement or for any reason whatsoever or in respect of any loss, damage or injury (including injury resulting in death) to any person or property (including without restricting the generality of the foregoing, employees, contractors, agents and property of the Municipality) directly or indirectly arising out of, resulting from or sustained by reason of the occupation or use of Municipal property, and adjoining lands of the Municipality.

- 6.2. The Municipality shall not be liable, directly or indirectly, for any personal injuries that may be suffered or sustained by any person who may be on the Tour Boat or adjoining lands of the Municipality or for any loss of or damage or injury to property belonging to the Licencee or any other person unless such injury, loss or damage is due to the Municipality's negligence or default or the negligence or default of those for whom the Municipality is in law responsible.
- 6.3. The Licencee shall fully indemnify the Municipality from and against all construction liens and related costs and other claims in connection with all work performed by or for the Licencee on municipal property or adjoining lands of the Municipality.

7. Licencee's Insurance

- 7.1. At the commencement of this Agreement, the Licencee agrees to provide and maintain comprehensive general liability insurance subject to limits of not less than Five Million Dollars (\$5,000,000) inclusive per occurrence with respect to its use of the Municipal property, operation and adjoining lands of the Municipality, during the full term of this Agreement and any renewals thereof, naming the Municipality as an additional insured, and to provide a certificate evidencing the same prior to the commencement of the each Term and prior to the Municipality's execution of this Licence Agreement. Such insurance shall be provided by an insurer(s) licenced to transact business in the Province of Ontario and be of satisfactory financial standing to the Municipality.

8. Termination

- 8.1. If the Licencee fails to carry out any of its obligations under this Agreement, this Agreement may be terminated by the Municipality by giving seven (7) days written notice to the Licencee. The Municipality, before exercising its right of termination, shall give written notice to the Licencee of the default, and if such default is not rectified in a reasonable manner within seven (7) days, then the Municipality shall be entitled to exercise its right of termination.
- 8.2. If the Municipality fails to carry out any of its obligations under this Agreement, this Agreement may be terminated by the Licencee by giving seven (7) days written notice to the Municipality. The Licencee, before exercising its right of termination, shall give

written notice to Municipality of the default and if such default is not rectified in a reasonable manner within seven (7) days, then the Licencee shall be entitled to exercise its right of termination.

9. Notices

- 9.1. Any notice required or permitted to be given by one party to the other pursuant to the terms of this Agreement may be served by personal delivery to an officer of the party or given by prepaid registered mail sent:

TO THE MUNICIPALITY, AT:

Corporation of the Township of Lake of Bays

Attn: Corporate Services

1012 Dwight Beach Road,

Dwight, ON, POA 1H0

TO COMPANY NAME HERE, AT:

Attn: NAME

Street Address

Municipality, Postal Code

The above address may be changed at any time by giving ten (10) days written notice to the appropriate party.

- 9.2. Any notice given by one party to the other in accordance with the provisions of this Licence shall be deemed conclusively to have been received on the date delivered if the notice is served personally or seventy-two (72) hours after mailing if the notice is mailed by prepaid registered mail within Ontario.
- 9.3. This Licence does not create any interest in land and shall not register any such interest.

10. Right to Renew

- 10.1. This Agreement shall not be automatically renewed. Any further consideration by the Municipality to continue allowing the commercial use of Municipal Property will be subject to additional agreements or Municipal policy.

11. Government Approvals

- 11.1. This Agreement is conditional upon all required approvals being obtained by the Licencee from the necessary Ministries and or licensing agencies.



COMMERCIAL USE OF MUNICIPAL PROPERTY AGREEMENT

12. Right to Assign or Transfer

12.1. This Agreement shall not be assigned by the licensee without the prior written consent of the Municipality, which consent may be unreasonably withheld.

13. Miscellaneous

13.1. This Agreement shall endure to the benefit of, and be binding upon the parties and their respective successors and (where permitted) assigns.

13.2. This Agreement shall be interpreted and enforced in accordance with the laws of the jurisdiction of Ontario.

13.3. The licensee covenants and agrees to leave the lands in substantially the same condition at the expiry of this agreement as they were at the commencement.

13.4. The licensee covenants and agrees to comply with all Federal, Provincial, and Municipal Laws, regulations and by-laws and to hold the licensor harmless from the consequences of its failure to do so.

13.5. Schedule A attached hereto shall form part of this Agreement

IN WITNESS WHEREOF the parties have executed this Agreement.

The Corporation of the Township of Lake of Bays
Per:

Name: Terry Glover
Title: Mayor

Name: Carrie Sykes
Title: Director of Corporate Services/Clerk
We have the authority to bind the Corporation.

COMPANY NAME HERE
Per:

Name:
Title:
We have the authority to bind the Corporation.



COMMERCIAL USE OF MUNICIPAL PROPERTY AGREEMENT

APPENDIX "A"

List of Locations to be used under agreement



COMMERCIAL USE OF MUNICIPAL PROPERTY AGREEMENT

APPENDIX "B"

List of dates and times when agreement will be in effect

PERMIT APPLICATION

FOR COMMERCIAL USE OF MUNICIPAL PROPERTY

COMMERCIAL USE PERMIT	
ALL commercial use on Municipal Property will require \$5 million insurance coverage, naming the Municipality as the INSURED	
Application DATE:	
Applicant's NAME:	
Requested LOCATION OF USE:	
Requested TIME OF USE:	<input type="checkbox"/> DAILY: <input type="checkbox"/> WEEKEND: <input type="checkbox"/> WEEKLY: <input type="checkbox"/> SEASON:
Company / Vendor / Organization:	
Main Contact Person(s):	
Mailing Address:	
WORK phone number:	
MOBILE phone number:	
HOME phone number:	
EMAIL:	
Check all REQUIRED items that apply to your Commercial Use PERMIT:	
Boat Docking / Vehicle Parking	<input type="checkbox"/> Dimensions and proposed locations
Boat Tours	<input type="checkbox"/> Dimensions and proposed locations
Advertising Sign(s)	<input type="checkbox"/> Specifications and proposed locations
Food/Merchandise Vendors	<input type="checkbox"/> Proposed locations, water/hydro, and refuse disposal
OTHER	<input type="checkbox"/> Dimensions and proposed locations
VENDOR'S PERMIT <small>(required items refer to Vendor's and Licencing By-law 99-60)</small>	
REQUIRED items that will apply after receiving Council Approval:	
Hawker & Peddler Licence	<input type="checkbox"/> Vending location & description
Refreshment Vehicle Licence	<input type="checkbox"/> Liability insurance <input type="checkbox"/> Copy of Simcoe Muskoka District Health Unit inspection <input type="checkbox"/> Copy of Licenced Propane fitter inspection <input type="checkbox"/> Refuse handling for customers <input type="checkbox"/> Photo of vehicle / trailer / boat / cart
Specify other relevant information	
METHOD OF PAYMENT:	<input type="checkbox"/> CASH <input type="checkbox"/> CHEQUE <input type="checkbox"/> DEBIT <input type="checkbox"/> E-TRANSER <small>(further instructions available from staff or www.lakeofbays.on.ca)</small>

APPLICANT ACKNOWLEDGEMENT		
<i>I, the applicant, and/or representative for the company/vendor/organization listed as the applicant, have read and agree to abide by the conditions detailed in the Township of Lake of Bays Commercial Use of Municipal Property Agreement.</i>		
Signature:	Date:	
OFFICE USE ONLY		
APPLICATION FEE		
FEE TYPE	AMOUNT	TIMELINE
<input type="checkbox"/> APPLICATION FEE	\$200 (non-refundable)	Paid at the time of application
FEE Received by:		
DATE Received:	(written or date stamp here)	
Payment Type:	<input type="checkbox"/> CASH <input type="checkbox"/> CHEQUE <input type="checkbox"/> DEBIT <input type="checkbox"/> E-TRANSER	
USER FEE		
FEE TYPE	AMOUNT	TIMELINE
<input type="checkbox"/> DAILY	\$50	Paid upon receiving Council approval. Must be received prior to issuing PERMIT.
<input type="checkbox"/> WEEKEND	\$125	
<input type="checkbox"/> WEEKLY	\$275	
<input type="checkbox"/> MONTHLY	\$976	
<input type="checkbox"/> SEASON	\$3500	
FEE Received by:		
DATE Received:	(written or date stamp here)	
Payment Type:	<input type="checkbox"/> CASH <input type="checkbox"/> CHEQUE <input type="checkbox"/> DEBIT <input type="checkbox"/> E-TRANSER	
PERMIT REQUIREMENTS MET? <input type="checkbox"/> YES <input type="checkbox"/> NO		
<input type="checkbox"/> Site Map <input type="checkbox"/> Health INSP <input type="checkbox"/> Propane INSP <input type="checkbox"/> Insurance <input type="checkbox"/> Desc. of Goods		
PERMIT ISSUED TO APPLICANT? <input type="checkbox"/> YES <input type="checkbox"/> NO		

ATTACHED TO APPLICATION: Site Plan - # of pages _____
 Photos - # of photos _____
 Other - _____



PERMIT APPLICATION FOR COMMERCIAL USE OF MUNICIPAL PROPERTY

Site Plan

&

Photos of Vessel / Vehicle / Vendor Cart

(attach additional page(s) as necessary)