

AGREEMENT TO EXTEND AND AMEND ELMIRA LIONS HALL AGREEMENT

THIS “AMENDING AGREEMENT” made this ____ day of _____, 2024 (the “Amendment Date”)

B E T W E E N:

THE CORPORATION OF THE TOWNSHIP OF WOOLWICH
(hereinafter called the “Township”)

PARTY OF THE FIRST PART

-and-

THE LIONS CLUB OF ELMIRA and ELMIRA LIONS FUNDRAISING PROJECTS INC.
(herein after called the “Lions”)

PARTY OF THE SECOND AND THIRD PART

W H E R E A S:

- A. WHEREAS the parties hereto entered into an agreement dated February 19, 2004, along with amendments thereto including that dated July 28, 2006 (collectively, the “Hall Agreement”), for the joint purchase and operation of the property known (at that time) as “Carriage Hall” or “the Hall” being the lands and premises known municipally as 40 South Street W, Elmira, in the Township of Woolwich, all on such terms and conditions as more particularly described in the Hall Agreement;
- B. AND WHEREAS the Hall Agreement expires on December 31st, 2024, and the parties hereto wish to extend the term of the Hall Agreement, subject to the terms and amendments herein;
- C. AND WHEREAS, the parties hereto wish to amend the Hall Agreement to add, remove, or amend those terms and conditions as more particularly described herein, and including without limitation the correction of the Lions’s name from “The Elmira Lions” to both of “The Lions Club of Elmira” and “Elmira Lions Fundraising Projects Inc.” jointly and severally;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. Definitions. In this Amending Agreement, except as otherwise set forth herein, capitalized terms used and not defined herein shall have the respective meanings given to them in the Hall Agreement.
- 2. Extension. Pursuant to Paragraph 14 of the Hall Agreement, the term is hereby extended for an additional term of twenty (20) years, commencing on January 1st, 2025, and ending on December 31st, 2044, subject to the terms and conditions of the Hall Agreement and as amended by this Amending Agreement.
- 3. Amendments. The Hall Agreement is amended, as of the Amendment Date, to incorporate all of the following amendments:
 - (a) Throughout the Hall Agreement, any and all use of “The Elmira Lions” shall be replaced with both of “The Lions Club of Elmira” and “Elmira Lions Fundraising Projects Inc.”, and the use of “Lions” under the Hall Agreement shall be understood to mean the corrected “The Lions Club of Elmira” and “Elmira Lions Fundraising Projects Inc.” jointly and severally.

(b) Throughout the Hall Agreement, any and all use of "Carriage Hall" shall be replaced with "Lions Hall", such that it is referenced as either "the Hall" or "the Lions Hall" in the Hall Agreement.

(c) Paragraph 6 is hereby amended to add the following to the end of the paragraph:

"In addition to the foregoing, the following insurance requirements shall apply:

(a) The Lions shall insure its undertaking, business and contents so as to protect, defend, indemnify and save harmless the Township in accordance with the foregoing "Indemnification" clause.

(b) The Lions shall maintain \$5 million in liability insurance, per occurrence, acceptable to the Township throughout the term of this Agreement. Such insurance shall name the Township as additional insured thereunder and shall be endorsed to include a Cross Liability Endorsement with a Severability of Interests Clause Product and completed Operations Liability, Blanket Contractual Liability and Tenant's Legal Liability coverage in an amount sufficient to cover the Hall premises on a replacement value. If alcohol is being consumed or served by the Lions, Liquor Liability is required in an amount of not less than \$5 million. Notwithstanding the foregoing, the parties hereby agree that the Township, from time to time and acting reasonably, may require the Lions to obtain such other or additional types and amounts of insurance coverage to those stated herein, and the Lions agree to obtain such other or additional insurance coverage as soon as reasonably practicable thereafter.

(c) The Lions shall forward a Certificate of Insurance evidencing this insurance with the executed agreement. This Certificate shall state that coverage will not be suspended, voided, cancelled reduced in coverage or in limits except after thirty (30) days prior to written notice by Certified Mail to the Township.

(d) It is also understood and agreed that in the event of a claim, any deductible or self-insured retention under this policy of insurance shall be the sole responsibility of the Lions and that this coverage shall be primary insurance."

(d) Paragraph 11, which was deleted by an amendment in writing on July 28th, 2006, is hereby replaced with the following new paragraph 11:

"11. The Lions shall indemnify and save harmless the Township, its elected officials, employees, and agents, from any and all costs, claims, demands, damages, fines, suits, sanctions and judgements made, brought or recovered against the Lions, for any bodily injury, death, property damage or environmental impairment caused by or resulting from the operation, activity and/or business carried on by the Lions on and about the Hall lands under this Agreement, save and except anything resulting from operations that are the responsibility of the Township."

(e) Paragraph 12 is hereby deleted in its entirety and replaced with the following:

"12. The Township has the right to use the Hall for Township activities, including public meetings, for a maximum of 10 times per year on any day or evening excluding Friday or Saturday evenings for a \$200.00 rental charge provided there is no conflict with existing bookings. The Township may also rent the Hall for multi-day bookings Monday through Friday at 4pm, such as for recreation programming or day camp for a \$700.00 weekly rental charge provided there is no conflict with existing bookings. The Township shall be responsible for the set up and take down of required tables and chairs, Hall clean-up, etc."

- (f) Paragraph 15 is hereby amended to add the following to the end of the paragraph:

“The parties agree that, as a condition of any transfer of the said lands through the Lions’ exercise of the option contained in this paragraph 15, the Township shall retain (and the Lions shall grant) an option to re-purchase the lands from the Lions in accordance with the following: the transfer to the Lions under this paragraph 15 shall be subject to a covenant by the Lions that the Lions shall not re-sell or otherwise re-convey the said lands (in whole or in part) unless the Lions first forward an offer to sell the said lands to the Township upon substantially the same material terms as a bona fide offer to purchase received by the Lions from an arm’s length third party, or where no such offer is available, pursuant to a good faith offer to sell presented by the Lions to the Township, any of which shall be open for acceptance by the Township for a period of Sixty (60) days following receipt of the said offer, and provided any such re-purchase shall be on terms mutually agreeable to both parties acting reasonably and in good faith. The Township’s option to re-purchase the lands shall survive and not merge upon completion of the conveyance of the lands to the Lions pursuant to this Section 15, and shall survive the expiration or termination of this Agreement.”

- (g) A new paragraph 22 is added which shall read as follows, along with a new Schedule “C” as appended hereto:

“22. The parties acknowledge and agree that where the adjacent lands municipally identified as 33 Park Avenue West (the “**33 Park Lands**”), as depicted in Schedule “C” attached hereto, become available or are otherwise offered to the Township for purchase, and where the Township and the Lions mutually agree in writing to proceed with the purchase of the 33 Park Lands at any time during the term of this agreement, then where the purchase price is greater than a nominal amount, the parties hereby covenant and agree that each party shall be responsible for Fifty Percent (50%) of all costs and expenses to acquire the 33 Park Lands, which shall specifically include, without limitation, the purchase price, all legal fees and expenses, and any and all other closing costs. For certainty, title to the 33 Park Lands shall be held by the Township and not the Lions, and following acquisition, the 33 Park Lands shall immediately form part of the Hall lands under this agreement, and shall be subject to all terms and conditions hereunder *mutatis mutandis*, unless otherwise specified. For greater certainty, and without limitation, where the 33 Park Lands are acquired pursuant to this paragraph 22, then they shall automatically form part of the “Lions Hall and surrounding lands” to which paragraphs 14-17 (inclusive) apply upon termination or expiration of this agreement. The parties agree that, where acquired and forming part of the Hall lands, then the Township shall be permitted to use the 33 Park Lands as additional parking, provided however that the rear of the Hall to and from Park Avenue shall at all times remain accessible by vehicles and pedestrians, unless and until such time as the Lions become sole owner of these lands.”

4. No Other Amendments and Affirmation of Hall Agreement Terms; Time of the Essence. Except as amended in this Amending Agreement, all other terms and conditions of the Hall Agreement remain the same and unmodified, except insofar as required to give effect to the amendments herein, and in full force and effect, and time continues to be of the essence. To the extent that there is any conflict or inconsistency between the Hall Agreement and this Amending Agreement, the provisions of this Amending Agreement shall prevail. From and after the Amendment Date, any and all references to "the Agreement" or "this Agreement" in the Hall Agreement shall mean the Hall Agreement as modified by this Amending Agreement.

5. Successor and Assigns. This Amending Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective permitted successors and permitted assigns.

6. Counterpart. This Amending Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this

Amending Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Amending Agreement.

7. Governing Law. This Amending Agreement is governed by and construed in accordance with the laws of the Province of Ontario, and the federal laws of Canada applicable in the Province of Ontario.

8. Entire Agreement. This Amending Agreement together with the Hall Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

IN WITNESS WHEREOF the parties hereto have fully executed this Agreement.

DATED at _____ this ____ day of _____, 2024

) **THE CORPORATION OF THE TOWNSHIP OF WOOLWICH**
)
)
) PER: _____
) Thomas van der Hoff, Deputy Director of RCS
)
) "We have authority to bind the Corporation."

DATED at _____ this ____ day of _____, 2024

) **ELMIRA LIONS FUNDRAISING PROJECTS INC.**
)
)
) PER: _____
) Name, Title:
)
)
) PER: _____
) Name, Title:
)
) "We have authority to bind the Corporation."

DATED at _____ this ____ day of _____, 2024

) **THE LIONS CLUB OF ELMIRA**
)
)
) PER: _____
) Name, Title:
)
)
) PER: _____
) Name, Title:
)
) "We have authority to bind Club."

SCHEDULE "C"

33 PARK AVENUE WEST

The lands outlined in red, below, are the lands municipally known as 33 Park Avenue West per paragraph 22.

