

CONTRIBUTION AGREEMENT

THIS AGREEMENT made this ## day of MONTH, 2020.

BETWEEN:

THE CORPORATION OF THE TOWN OF KINGSVILLE

(the "Town")

and

KINGSVILLE PICKLEBALL, INC.

(the "Kingsville Pickleball")

WHEREAS the Town is the Owner of land, located at 1741 Jasperson Lane, Kingsville (the "Property");

AND WHEREAS Kingsville Pickleball approached the Town regarding the construction of pickleball courts (the "Courts") on the Property;

AND WHEREAS constructing Courts falls within the strategic initiatives of the Town's Parks, Recreation, and Culture Masterplan;

AND WHEREAS the Town and Kingsville Pickleball have discussed entering into a partnership for the planning, design, and construction of eight (8) Courts (the "Project"), to be located on the Property;

AND WHEREAS the parties wish to enter into this Agreement to define their roles and responsibilities in relation to their partnership for this Project and to formalize Kingsville Pickleball's commitment to the Project;

NOW THEREFORE this Agreement witnesseth that in consideration of the mutual covenants, terms and agreements hereinafter expressed, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The recitals as set out above are true in substance and in fact, and all terms referenced therein are incorporated into and form part of this Agreement.

Definitions

2. In this Agreement, the below words shall have the following meaning:

“Grant Funding” shall mean any monetary amounts that the Town applied for and subsequently received, from the Provincial or Federal Government, specifically in relation to the Project.

Project Details

3. The Courts shall be located on the Property as identified in Schedule “A”, attached to this Agreement.
4. The parties agree that the Project is estimated to cost approximately \$275,000, which amount is exclusive of any Grant Funding that the Town may receive toward the Project.
5. The parties agree that no steps shall be taken on the Project until a minimum contribution of \$10,000 has been deposited with the Town by Kingsville Pickleball.
6. Notwithstanding paragraph 7(d) of this Agreement, the parties agree that all decisions pertaining to the Project, including the commencement of the Project, remain with the Town, and the Town’s decisions in this regard are final.

Commitments of the Town

7. The Town covenants and agrees:
 - a. To construct eight (8) Courts on the Property;
 - b. To hold funds received from Kingsville Pickleball in relation to the Project on behalf of Kingsville Pickleball;
 - c. To install a donation sign at the proposed site of construction;
 - d. To consult with, and obtain input from, Kingsville Pickleball with respect to the location and design of the Courts, and to notify Kingsville Pickleball of any significant changes made to the project scope or design.
8. The Town shall manage all aspects of the Project and once completed, shall retain ownership over the Courts and oversee the operation and maintenance of the Courts, including determining the hours of operation.
9. The Town agrees to provide a charitable receipt to individual donors for donations received in amounts of \$20 or greater.
10. The Town shall ensure that it abides by its policies and procedures, including but not limited to procurement policies, and shall comply with all federal, provincial and municipal laws, regulations and by-laws during all phases of the Project.

Commitments of Kingsville Pickleball

11. Kingsville Pickleball covenants and agrees:
 - a. To pay a minimum of \$75,000 or 50% of the costs associated with the Project whichever is lower;
 - b. To pay 50% of the costs associated with ongoing maintenance and upkeep of the Courts;
 - c. That the Town shall maintain control, oversight and decision-making authority over the Project;
 - d. To obtain approval from the Town's Manager of Municipal Facilities and Properties and the Manager of Programs of all fundraising materials, prior to distribution, to ensure consistency with the proposed project plans.
12. Kingsville Pickleball represents and warrants that,
 - a. it is duly incorporated under the laws of Ontario or Canada;
 - b. it has authority to enter into this Agreement; and
 - c. it shall not alter, supercede or cancel its articles of incorporation, letters patent or other constating document in anyway which would affect its ability to perform its obligations under this Agreement without the prior written consent of the Town.

General

13. The parties agree that if the Town is successful in receiving any Grant Funding for the Project, the Grant Funding will be applied against the total Project costs, which will proportionately reduce the financial contributions of both parties for the costs of the Project.
14. The parties agree that if Kingsville Pickleball does not fulfill its financial commitments, or are late in making the payments, described at paragraphs 5 and 11 of this Agreement, the Town, in its sole discretion may impose an additional user fee, or reduce the privileges enjoyed by Kingsville Pickleball, until such time as those the financial commitments are met.
15. This Agreement constitutes the entire Agreement between the parties and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and except as stated, contain all the representations and warranties of the respective parties.
16. This Agreement may only be modified by written amendment duly executed by authorized representatives of both parties.

17. The parties agree that they must enter into a separate agreement for the ongoing maintenance and upkeep of the Courts and acknowledge that in exchange for the contributions outlined in in this Agreement, Kingsville Pickleball and its members shall be afforded designated playing time on the Courts, which time shall be separately negotiated.
18. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

IN WITNESS WHEREOF Kingsville Pickleball has hereunto duly executed this Agreement this day of , 2020

KINGSVILLE PICKBALL, INC.

Helen Dean
President

Jules Kay
Board Secretary

We have authority to bind the Corporation

IN WITNESS WHEREOF the Town has hereunto duly executed this Agreement this day of , 2020

**THE CORPORATION OF THE TOWN OF
KINGSVILLE**

Nelson Santos
Mayor

Jennifer Astrologo
Clerk
We have authority to bind the Corporation