

THIS AGREEMENT made this 20th day of November , A.D.
1992.

B E T W E E N:

THE CORPORATION OF THE TOWN OF KINGSVILLE
hereinafter called "Kingsville"
of the first part

- and -

THE CORPORATION OF THE TOWNSHIP OF GOSFIELD SOUTH
hereinafter called "Gosfield South"
of the second part

- and -

THE ESSEX COUNTY BOARD OF EDUCATION
hereinafter called the "the Board"
of the third part

WHEREAS, Kingsville and Gosfield South are duly incorporated municipal corporations and are herein collectively referred to as "the Municipalities";

AND WHEREAS the Board is the owner of Kingsville District High School and it's surrounding property;

AND WHEREAS the parties to this agreement through a joint effort between the Board and the residents of Kingsville and Gosfield South have undertaken to build and equip a facility at the premises of Kingsville District High School to be known as "Migration Hall" (also referred to herein as "the Hall") which will be the property of the Board;

AND WHEREAS the parties hereto are desirous of entering into an agreement in respect to the shared use of the Hall by the residents of the municipalities and the Kingsville District High School as represented by the Board:


AND WHEREAS the Hall shall be used for cultural, educational, recreational, athletic and other community uses and activities;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the mutual covenants herein between the Board and the Municipalities, the parties hereto agree as follows:

1. The use of Migration Hall shall be shared between the communities of Kingsville, Gosfield South and Kingsville District High School in accordance with the terms of this agreement.
2. A joint management committee ("the Committee") shall be established and composed of one appointed representative from the council of the Town of Kingsville or its designate; one appointed representative from the council of the Township of Gosfield South or its designate; and the Principal of Kingsville District High School, representing the Essex County Board of Education or its designate. As a minimum, the Committee shall meet to review policy and other matters semi-annually.

3. The school Principal shall generally manage the operation and use of Migration Hall on a day to day basis and scheduling for use of the Hall shall be through the school Principal.
4. Any disagreement with the Principal's decisions or policies regarding scheduling or the use of the Hall, shall be referred to the Committee for arbitration. The Principal may consult with the Committee on any policy matter affecting the use of the Hall. Subject to this agreement, the Committee shall establish and set forth the general rules and regulations relating to the use of the Hall.
5. Any decision by the Principal shall be in accordance with the policies established by the Committee and any determination or policies of the Committee, in arbitration or otherwise, shall be consistent with the Board's policies and procedures for community use facilities and in accordance with the Education Act R.S.O. 1990 Chapter E.2 as amended from time to time.
6. As a general policy, Kingsville District High School student activities normally shall have priority in respect to the use of the Hall during regular school hours. As a general policy, individuals, groups and associations from the communities of Kingsville and Gosfield South normally shall have priority to the use at all other times.
7. The costs to maintain and operate Migration Hall shall be borne by the Board and not by Kingsville or Gosfield South.

8. The Board shall take out and keep in force during the term of this agreement a public liability insurance in respect of any one accident to the limit of at least ten million dollars against loss or damage resulting from bodily injury to or death of one or more persons. Further, the Board shall take out and keep in force during the term of this agreement a policy of property damage insurance against loss or damage to the building and the appurtenances and equipment therein by fire and additional perils to the amount of the full replacement value of the building and appurtenances and equipment therein. The proceeds of such insurance in the event of loss or damage shall be applied to the repair or replacement of the Hall and appurtenances and equipment.



9. It is the intention that fees chargeable to non-profit groups or organizations from the communities of Kingsville or Gosfield South shall be nominal to cover any expenses incurred for such particular uses, such as janitorial or supervision costs. Such fees or charges shall be in accordance with the Board's then current policies for community use.

10. The fee structure and schedule for uses and events at Migration Hall shall be published on a regular basis.

11. The rules and regulations relating to the use of Migration Hall shall be in accordance with the existing community use policies and in accordance with the policies of the committee.

12. This agreement may be amended from time to time provided that such agreement is in writing and signed by each of the parties hereto.

13. This agreement may be executed in counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

14. This agreement shall not be assignable by any party except with the express written approval of each of the other parties.

15. This agreement shall be binding upon the parties hereto and their respective successors and permitted assigns.

16. Each of the parties hereto agree to execute any further instruments or documents which may be necessary or proper to carry out the purpose and intent of this agreement.

17. This agreement shall continue in full force and effect as long as the Kingsville District High School premises is used as an educational facility under the jurisdiction of the Board or its successor.

18. The Board shall cause this agreement to be registered on title to the Kingsville District High school property in the Essex County Land Registry Office.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective corporate seals under the hand of their proper signing officers in that behalf.

SIGNED, SEALED & DELIVERED

in the presence of

) THE CORPORATION OF THE TOWN OF KINGSVILLE

) Per:

)

) Mayor

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) Per:

)

) Clerk

)

) THE CORPORATION OF THE TOWNSHIP

) OF GOSFIELD SOUTH

) Per:

)

) Reeve

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) Per:

)

) Clerk

) ESSEX COUNTY BOARD OF EDUCATION

) Per:

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) Chairman

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) Per:

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) Director of Education