

CHATHAM-KENT CHILDREN'S SAFETY VILLAGE

Occupancy Agreement

The Chatham-Kent Children's Safety Village hereby agree with:

(the "**Sponsor**") whose principal (business/vocation) is classified as:

to permit the Sponsor to occupy a site pad of: (circle appropriate paragraph)

- a. 3.66m x 7.32m (12' x 24'), - 26.75 m² (288 ft²) **or**
- b. 4.88m x 5.49m (16' x 18'), - 26.75 m² (288 ft²)

at a cost of \$10,000.00 (plus GST)

identified as # _____ on the attached site plan for the Chatham-Kent Children's Safety Village located at C.M. Wilson's Conservation Area.

In exchange for being permitted the right to occupy a site pad, the **Sponsor** agrees to fund the total cost of construction of the mock business to be erected on the site pad. The cost of occupancy in the amount of \$10,000.00 (plus GST) is due and payable no later than 30 days after the date of execution of this agreement. Failure to comply with the conditions stated in the above paragraph shall result in the termination of the guarantee of the **Sponsors** reserved site.

Save and except for maintenance and repair expenses, it is understood and agreed that the above payment will, when accepted, represent full consideration for the right to occupy a site plan which shall run from _____ 20__ until _____ 20__. Within 45 days of signing this agreement, the **Sponsor** agrees to submit plans and specifications for approval to the Lower Thames Valley Conservation Authority and the Chatham-Kent Children's Safety Village, and upon receiving written approval shall erect a building representing its business/vocation on or before _____ 20__.

The attached Building Design Guidelines for Corporate **Sponsors** is to be considered part of this Occupancy Agreement and the **Sponsor** covenants and agrees to be bound by all terms thereof. The site being occupied by the **Sponsor** shall be comprised of a concrete slab and a wired underground electrical conduit from the Village's central electrical panel from which the **Sponsor** may, if necessary, install an appropriate electrical switch and light in the building.

In addition, there is a yearly maintenance fee in the amount of \$1000.00, due 1 June every year of occupancy. (See Appendix A)

The **Sponsor** further agrees to assume responsibility for all reasonably necessary ongoing maintenance and repair costs of the site including the building, throughout the duration of its participation with the Chatham Kent Children's Safety Village, to the satisfaction of the Chatham-Kent Children's Safety Village. (See Appendix A)

The Chatham-Kent Children's Safety Village may terminate this Occupancy Agreement by giving the **Sponsor** 30 days' written notice sent by register mail to the **Sponsor's** last known address if the **Sponsor** either fails to repair and maintain the building site, or ceases to do business, or for a breach of any covenant. If the **Sponsor** does not rectify the breach of repair within 30 days then the **Sponsor** shall immediately vacate the site and the Chatham-Kent Children's Safety Village may, at its sole option, do the necessary maintenance and permit the site to be occupied by another sponsor.

The **Sponsor** may terminate this Occupancy Agreement by giving 30 days written notice to the Chatham-Kent Children's Safety Village. In the event of the Sponsor terminating this Agreement, any and all money paid and any and all improvements to the site, shall become the property of the Chatham-Kent Children's Safety Village, which may, at its sole option, permit the site to be occupied by another sponsor.

It is understood and agreed that at the end of this Occupancy Agreement, _____ 20____, the Chatham-Kent Children's Safety Village will meet with the **Sponsor**, to re-negotiate the terms of this agreement in regards to the annual maintenance fee.

The **Sponsor** shall not assign its interest in the site without the express written consent of the Chatham-Kent Children's Safety Village, which consent will not be unreasonably withheld.

It is understood and agreed that this Occupancy Agreement automatically terminates on the termination of the Lease between the Lower Thames Valley Conservation Authority and the Chatham-Kent Children's Safety Village.

Dated at Chatham, Ontario this _____ day of _____, 20____

(Chatham-Kent Children's Safety Village)

(Witness)

Dated at Chatham, Ontario this _____ day of _____, 20____

(Sponsor)

(Witness)

APPENDIX A
Site Maintenance and Repair

For the purpose of this Agreement site maintenance shall include any general upkeep work on the building necessary to support its original condition. This work would include extended activities on an as and if required basis, such as the complete painting of the building. Day-to-day routine maintenance of the building site, such as touch-up painting and grounds keeping around the building, would be the responsibility of the Chatham-Kent Children's Safety Village.

Building repairs are defined to include more extensive work that may be necessary to restore the building to its original sound condition. Examples would be work involving the repair of unexpected damage to the roof, walls, windows signage and access sidewalks etc..

Yearly Maintenance Payment shall cover all normal cost of maintenance including
Lawn Care
Snow Removal
Hydro Usage
Minor repairs noted above