

THIS AGREEMENT made (in triplicate) this ____ day of _____, 2022.

BETWEEN:

THE CORPORATION OF THE TOWN OF TECUMSEH

Hereinafter called the "Corporation"

Of the First Part;

-and-

Royal Canadian Legion Col. Paul Poisson Branch 261

Hereinafter called the "Legion"

Of the Second Part.

WHEREAS the Corporation has been approved for funding under the Veterans Affairs Canada Commemorative Partnership Program – Community War Memorial Fund (Funding) to commission the design and painting of a mural on the façade of the west facing outside wall of the Royal Canadian Legion Col. Paul Poisson, Branch 261 building located at 12326 Lanoue Street, Tecumseh, ON (Property);

AND WHEREAS the Legion is the owner of the Property and supported the Corporation's Funding application and is agreeable to the mural being located on the Legion's Property;

AND WHEREAS the Corporation and Legion are desirous of entering into an agreement for the painting of a mural commissioned by the Corporation to be painted on the Legion's Building.

THEREFORE, THIS AGREEMENT WITNESSETH that in consideration of the premises and the covenants hereinafter contained, the Parties hereto agree as follows:

1. The Legion hereby covenants and agrees to the Corporation commissioning of a mural honoring Dr. Paul Poisson, the Town's first elected Mayor and World War I hero, and namesake of the Legion. The mural will also depict the Corporation's history, as well as the 100th anniversary of the poppy that is given in memory of our fallen veterans. (Mural).
2. The Legion hereby covenants and agrees to permit the Corporation to engage the services of an independent Artist to paint the Mural on the west facing outside wall

- of the Royal Canadian Legion Col. Paul Poisson, Branch 261 located at 12326 Lanoue Street, Tecumseh, ON.
4. The Corporation covenants and agrees to undertake and complete the Mural work in a proper workmanlike manner under the supervision of the Corporation with an estimated completion date by May 31, 2022 provided that the actual completion date may vary for reasons beyond the control of the Corporation (the "Completion Date").
 5. The Legion covenants and agrees to accept ownership of the Mural and to maintain the Mural in good repair at all times for ten (10) years commencing on the Completion Date and for greater certainty anticipated, subject to changes in the Completion Date, to continue until May 31, 2023.
 6. The Corporation further covenants and agrees to be responsible for funding the design and artist costs to paint the Mural.
 7. This agreement and everything herein contained shall ensure to the benefit of and be binding upon the Parties hereto, their successors and assigns, respectively.
 8. The Legion further covenants and agrees that it will at all times indemnify and save harmless the Corporation, its officers, servants and agents, from and against all loss or damage, and from and against all actions, suits, claims and demands whatsoever which may be made or brought against the Corporation, its officers, servants and agents by reason or in consequence of the execution and performance of this agreement by the Legion or the negligent acts and omissions of its servants, agents or employees.
 9. The Corporation further covenants and agrees that it will at all times indemnify and save harmless the Legion, its officers, servants and agents, from and against all loss or damage, and from and against all actions, suits, claims and demands whatsoever which may be made or brought against the Legion, its officers, servants and agents by reason or in consequence of the execution and performance of this agreement by the Corporation or the negligent acts and omissions of its servants, agents or employees.
 10. No waiver by any party of a breach of any of the covenants, conditions and provisions herein contained shall be effective or binding upon such party unless the same shall be expressed in writing and any waiver so expressed shall not limit or affect such party's rights with respect to any other future breach.
 11. Each of the Parties covenants and agrees that he, his heirs, executors, administrators, successors and assigns will sign such further agreements, assurances, waivers and documents, and influence, do and perform or cause to be done and performed such further and other acts and things as may be

- necessary or desirable from time to time in order to give full effect to this Agreement and every part thereof.
12. All words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case require and the verb shall be construed as agreeing with the required word and pronoun.
 13. If any covenant or provision contained herein is determined to be in whole or in part, invalid or unenforceable by reason of any rule of law or public policy, such invalidity or unenforceability shall not affect the validity or enforceability of any other covenant or provision contained herein and, in the case of partial invalidity or unenforceability of a covenant or provision, such partial invalidity or unenforceability shall not affect the validity or enforceability of the remainder of such covenant or provision, and such invalid or unenforceable covenant or provision or portion thereof, as the case may be, shall be severable from the remainder of this Agreement.
 14. This Agreement expresses the final agreement among the parties hereto with respect to all matters herein and no representations, inducements, promises or agreements or otherwise among the parties not embodied herein shall be of any force and effect. This Agreement shall not be altered, amended or qualified except by a memorandum in writing, signed by all the parties hereto, and any alteration, amendment or qualification thereof shall be null and void and shall not be binding upon any such party unless made and recorded as aforesaid.
 15. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original and all of which together shall constitute one and the same instrument.
 16. This agreement shall be governed in all regards by the laws of the Province of Ontario.
 17. Subject to the terms of this agreement, this agreement is not assignable without the consent of all parties.
 18. All of the parties hereto acknowledge having received a true copy of this document
 19. **Contra Proferentem Rule Not Applicable**

It is agreed and acknowledged that both parties, directly or through their agents, principals, representatives and/or solicitors, have participated in the preparation and/or negotiation of the provisions of this agreement.

Should any provision of this agreement require judicial interpretation, mediation or arbitration, it is agreed that the court, mediator or arbitrator interpreting or construing the same shall not apply a presumption that the terms thereof shall be more strictly construed against one party or so as to

disadvantage any party on the basis that such party and/or its solicitor or agent:

- a. Prepared this agreement or any part of it; or
- b. Seeks to rely on this agreement or any part of it."

20. Independent Legal Advice

To the extent that the solicitors of Wolf Hooker Professional Corporation has been involved in the preparation of this agreement, such solicitors act solely as solicitors for the Town and with regard to the interests of the Town and not for any other party to this agreement. It is strongly recommended that all other parties to this agreement obtain independent legal advice prior to signing this agreement. Each such party acknowledges:

- 1) having obtained independent legal advice from his, her, or its' own solicitor with respect to the terms of this Agreement prior to its execution or having otherwise been given a reasonable opportunity to obtain such advice and declined to so;
- 2) that he *or* she *or* it understands the terms, and his *or* her rights and obligations, under this Agreement.

See Next Page for Signing...

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals duly attested by the hands of their proper Officers in that behalf, respectively.

**THE CORPORATION OF THE
TOWN OF TECUMSEH**

SEAL

Per: _____
Gary McNamara, Mayor

Per: _____
Laura Moy, Clerk

Date

SEAL

**Royal Canadian Legion Col.
Paul Poisson Branch 261**

Witness*

Per: _____
Sandy Pitre, President

Witness*

Per: _____
print name and title

I/We have authority to bind this branch
of the Royal Canadian Legion

Date