

**THE CORPORATION  
OF THE  
TOWN OF NIAGARA-ON-THE-LAKE  
BY-LAW NO. 5077-18**

**A BY-LAW TO AUTHORIZE THE LORD MAYOR AND TOWN CLERK TO SIGN ALL REQUIRED DOCUMENTS PERTAINING THE AGREEMENT OF PURCHASE AND SALE BETWEEN THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE AND SHAW FESTIVAL THEATRE, CANADA (Sesquicentennial Mobile Stage)**

BE IT ENACTED AS A BY-LAW OF THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE as follows:

1. THAT the Purchase and Sale Agreement – Sesquicentennial Mobile Stage, dated the 16th day of July, 2018 between The Corporation of the Town of Niagara-on-the-Lake and Shaw Festival Theatre, Canada, be and the same is hereby approved; and
2. THAT the Lord Mayor and Town Clerk be authorized to sign all required documents pertaining to the agreement between The Corporation of the Town of Niagara-on-the-Lake and Shaw Festival Theatre, Canada; and
2. THAT the Lord Mayor and Clerk be authorized to affix their hands and the Corporate Seal; and
3. THAT this by-law shall come into force and take effect immediately upon the passing thereof.

**READ A FIRST, SECOND AND THIRD TIME AND PASSED THIS 16th DAY OF JULY, 2018**

\_\_\_\_\_  
LORD MAYOR PAT DARTE

\_\_\_\_\_  
TOWN CLERK PETER TODD

THIS AGREEMENT dated this 16th day of July, 2018

BETWEEN:

THE CORPORATION OF THE  
TOWN OF NIAGARA-ON-THE-LAKE

Hereinafter called the "Town"

OF THE FIRST PART

AND

SHAW FESTIVAL THEATRE, CANADA,  
A corporation incorporated under the laws of the  
Province of Ontario, having its head office in the Town  
of Niagara-on-the-Lake

Hereinafter called the "Purchaser"

OF THE SECOND PART

**WHEREAS** in January of 2017 the Sesquicentennial Committee received a grant to support projects that would take place in 2017;

**AND WHEREAS** the Town's Sesquicentennial Committee approved the purchase of a mobile stage for the purposes of to transport the shows and performances within the Town of Niagara-on-the-Lake to various venues where no such structure exists;

**AND WHEREAS** the Town has retained the asset as a legacy Project for community not-for-profit organizations to use after 2017;

**AND WHEREAS** the Purchaser has agreed to offer the use of the mobile stage to community not-for-profit organizations on a cost-recovery basis;

**AND WHEREAS** the Purchaser has agreed to purchase the mobile stage from the Town at a price of one dollar (\$1.00);

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the payment of One Dollar (\$1.00) by the Purchaser to the Town and the mutual covenants and premises herein contained, the parties hereto hereby agree as follows:

1. In this Agreement the following terms have the following meanings:
  - (a) "Actual Use" means when the Mobile Stage is in use and required by the Purchaser in order to set up and perform productions presented by the Purchaser;
  - (b) "Community Groups" means not for profit or charitable organizations operating in the Town of Niagara-on-the-Lake;
  - (c) "Cost Recovery Basis" means the actual cost to the Purchaser attributable to the use of the Mobile Stage by the Town or Community Groups;

- (d) "Mobile Stage" means the mobile stage acquired by the Town and transferred to the Purchaser pursuant to this Agreement;
  - (e) "Mobile Stage Availability Schedule" means the schedule of dates issued each year by the Purchaser listing dates which the Purchaser anticipates that the Mobile Stage will be available for use by Community Groups;
  - (f) "Mobile Stage Rental Agreement" means the standard form rental agreement which the Town and Community Groups will be required to execute when renting the Mobile Stage setting out the terms of the rental of the Mobile Stage;
  - (g) "Mobile Stage Rental Fees" means the amount charged by the Purchaser for the use of the Mobile Stage by the Town or Community Groups which are established by the Purchaser on a Cost Recovery basis;
  - (h) "Mobile Stage Schedule of Rental Fees" means the schedule of fees established by the Purchaser on an annual basis for the rental of the Mobile Stage;
  - (i) "Term of the Agreement" means the time period commencing upon the transfer of the Mobile Stage to the Purchaser and terminating upon the Mobile Stage Purchaser no longer being suitable for use by the Purchaser, the Town or the Community Groups.
2. The Town hereby transfers ownership of the Mobile Stage to the Purchaser, to be used by the Purchaser in accordance with the terms of this Agreement.
  3. The Purchaser hereby accepts the transfer of ownership of the Mobile Stage from the Town, to be used by the Purchaser in accordance with the terms of this Agreement.
  4. The Purchaser covenants and agrees that during the Term of the Agreement it shall:
    - (a) Make the Mobile Stage the Purchaser available for use by the Town and Community Groups when the Mobile Stage is not in Actual Use by the Purchaser; and
    - (b) Establish a Mobile Stage Rental Agreement, a Mobile Stage Availability Schedule and a Mobile Stage Schedule of Rental Fees, to be updated annually by the Purchaser and published on the Purchaser's website no later than the \_\_\_\_ day of \_\_\_\_\_ in each year during the term of this Agreement.

5. The Purchaser consents to the publication of the Mobile Stage Rental Agreement, Mobile Stage Availability Schedule and the Mobile Stage Schedule of Rental Fees on the Town's website.
6. The Purchaser acknowledges that the Mobile Stage is being transferred on an "AS IS" basis, and the Town makes no representations with respect to the condition or state of repair of the Mobile Stage whatsoever. Upon transfer of the Mobile Stage to the Purchaser the Purchaser shall be solely responsible for all repairs and maintenance to the Mobile Stage.
7. Title to the Mobile Stage shall transfer to the Purchaser immediately upon the execution of this Agreement by the Purchaser and the Town. The Purchaser shall be responsible for the cost of removal of the Mobile Stage from Town property and for the delivery of the Mobile Stage to the Purchaser's property.
8. The Town and the Purchaser acknowledge and agree that the representations, covenants, agreements, rights, and obligations of the Town and the Purchaser under this Agreement (collectively the 'Obligations') shall not merge on the completion of the transfer of the Mobile Stage as contemplated by this Agreement but shall survive completion and remain in full force and effect and binding upon the parties subject to or entitled to the benefit of such Obligations during the Term of the Agreement.
9. This Agreement constitutes the entire agreement between the parties and there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Property other than expressed herein.
10. This Agreement shall be binding upon, and enure to the benefit of, the Town and the Purchaser and their respective successors and assigns.

IN WITNESS WHEREOF the said Corporation of the Town of Niagara-on-the-Lake and Shaw Festival Theatre, Canada have hereunto affixed their corporate seals duly attested under the hands of their proper signing officers in that behalf.

THE CORPORATION OF THE  
TOWN OF NIAGARA-ON-THE-LAKE  
Per:

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LORD MAYOR PAT DARTE

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TOWN CLERK PETER TODD

SHAW FESTIVAL THEATRE, CANADA  
Per:

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TIM JENNINGS, EXECUTIVE DIRECTOR