

**THE CORPORATION OF THE TOWN OF AMHERSTBURG**

**BY-LAW NO. 2010 - 90**

**Being a By-law to authorize the execution of a Donation Agreement between RC Spencer & Associates and the Corporation of the Town of Amherstburg**

**WHEREAS** it is deemed expedient to enter into a Donation Agreement with RC Spencer & Associates regarding the Amherstburg Recreation Complex.

**NOW THEREFORE** the Council of the Corporation of the Town of Amherstburg hereby enacts as follows:

1. THAT the Mayor and Clerk of the Town be and they are hereby authorized to execute and affix thereto the Corporate Seal to the Agreement attached hereto as and forming part of this by-law.
2. That this by-law shall come into full force and effect upon the final passing thereof.

Read a first and second time, and FINALLY PASSED this 13<sup>th</sup> day of September 2010.

  
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MAYOR - WAYNE HURST

  
\_\_\_\_\_  
CLERK - BRENDA M. PERCY

1<sup>st</sup> Reading – September 13, 2010

2<sup>nd</sup> Reading – September 13, 2010

3<sup>rd</sup> Reading – September 13, 2010

THIS AGREEMENT made as of this 17<sup>th</sup> day of May 2010 BETWEEN:

THE CORPORATION OF THE TOWN OF AMHERSTBURG

Hereinafter referred as the "Town"

OF THE FIRST PART

-AND-

RC SPENCER ASSOCIATES INC.

Hereinafter referred as the "Donor"

OF THE SECOND PART

In consideration of the mutual covenants and other considerations contained herein, the Parties agree that:

1. The Town grants to RC Spencer Associates Inc. certain naming rights on the premises described in paragraph 3 and 4 herein.
2. The naming rights for the Two (2) Batting Circles in the Premier Baseball Diamond (herein, the Premises) within the Amherstburg Recreation Complex for a term to commence on the December 31, 2010 and to end and be fully completed on December 31, 2035 for consideration of \$20,000.00 (TWENTY THOUSAND) DOLLARS to be payable
  - i. The sum of \$5,000.00 on the first day of June, 2010.
  - ii. The sum of \$5,000.00 on the first day of June, 2011.
  - iii. The sum of \$5,000.00 on the first day of June, 2012.
  - iv. The sum of \$5,000.00 on the first day of June, 2013.
3. From the date of commencement of this Agreement, the Town shall designate the Premises as the RC Spencer Associates Inc. Batting Circles and during the term of this Agreement the Premises shall at all times be known as the RC Spencer Associates Inc. Batting Circles. The Town shall in all business and other documentation and in municipal promotional material refer to the Premises as the RC Spencer Associates Inc. Batting Circles.

4. The Town shall erect signage:
  - i. On each of the two Batting Circles.
  - ii. On the internal donor wall.
4. The Town shall be responsible for all design work, materials, construction and installation costs up to \$1,000.00 for the initial placement of the signage. Any costs above the initial \$1,000.000 will be the responsibility of the Donor. The design of the sign shall be done in consultation with the Donor.
5. The Town shall be responsible for all maintenance of the Batting Circles signage.
6. The Town reserves the right to approve of any changes to the signage and will be responsible for mounting of said signage.
7. The Town represents and covenants with RC Spencer Associates Inc. that the Town is the owner of the Premises, and has authority to make this Agreement. The Town further covenants, that if, at any time, during the term of this Agreement it transfers or relinquishes control of the Premises it will cause the party acquiring control of the Premises to assume this Agreement in full, including the continuing obligation under this section.
8. It is agreed that neither Party to this Agreement will be bound by any representation or Agreement, which is not written in this Agreement.
9. This Agreement will ensure to the benefit of and be binding upon successors and assigns of the Parties.
10. Erection of all signage will be completed within 60 days of completion of the construction project. If RC Spencer Associates Inc. fails to make payments as described in Paragraph 2 of this Agreement, then in addition to any other remedies the Town may have, the Town will remove all signage and replace it with any signage it deems advisable.
11. The Parties agree that any dispute pursuant to this Agreement will be determined pursuant to the Arbitration Act.

