

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2011 - 76

Being a By-law to enter into agreement between Fort Malden National Historic Site and the Corporation of the Town of Amherstburg

WHEREAS it is deemed expedient to enter into an Agreement with Fort Malden National Historic Site regarding the use of grounds for special events which include but not limited to Canada Day Celebrations;

AND WHEREAS the specifics of such Agreement have been negotiated and are set out in the Agreement attached to and forming part of this By-law;

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 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 15th day of August 2011.



MAYOR - WAYNE HURST



CLERK - BRENDA M. PERCY

APPLICATION, WAIVER AND ACKNOWLEDGEMENT

For: Annual Canada Day Event
Event: Canada Day Celebrations
At: Fort Malden National Historic Site

Date: June 30, 2012
July 1, 2012
July 2, 2012

Set-up Time: 12:00 p.m. - 5:00 p.m.
Event Time: 08:00 a.m. - 12:00 a.m.
Take-down: 08:00 a.m. - 12:00 p.m.

Group/Organization: The Amherstburg Community Spirit Committee

Address: 271 Sandwich Street
Amherstburg, Ontario N9V 2A5

Contact Person: Anne Rota

Telephone: 519-730-1309

In consideration of the permission and privileges herein granted, being that of the Annual Canada Day Celebration at Fort Malden National Historic Site of Canada for the period above noted, the Applicant acknowledges and agrees as follows:

1. The Applicant shall be allowed to use the grounds of Fort Malden National Historic Site only as shown on the site plan annexed hereto as Schedule A, for the purposes of the Annual Canada Day Celebration and its associated activities, including the provision of food and beverage services.
2. The applicant shall obtain all permits, licences and authorizations required under all applicable statutes and regulations as they may be amended, revised, consolidated or substituted from time to time.
3. The Applicant shall have access to Room 1 and 3 of the Barrack building located on the grounds of Fort Malden National Historic Site of Canada on June 30, July 1 and July 2 during the times specified above. The applicant will be given and sign for a key which will be returned immediately after the event. Under no circumstances is the key to be reproduced or given to anyone other than the individual signing for it.
4. The Applicant will be responsible for the provision of portable toilets and will ensure that their installation and removal are completed in accordance with the proper procedures. The Applicant shall ensure that one of the portable toilets be handicapped accessible. The location of the portable toilets shall be approved by the Site Manager or their designate.



5. The Applicant will most carefully observe and maintain all rules and practices of public safety and security customary to a public event of this nature. The said rules will include, but, are not limited to the following:
 - a) No alcohol is to be brought or consumed on Site;
 - b) An ambulance station is to be set up on the Site grounds;
 - c) No signs are to be erected on Site without the prior approval of the Site Manager or their designate;
 - d) Spectators for the event will use only the designated parking areas; and
 - e) The rights of Site visitors may not be violated or impeded by the Applicants, their volunteers or the operation of the event.
6. The Applicant will ensure that the grounds of the Site are left in the same condition as upon arrival and will ensure that all litter is appropriately disposed of.
7. The Applicant will not create, permit or suffer any act or thing on the Site which is a nuisance. The Site Manager or their designate reserve the right to be the sole judge as to what constitutes a nuisance.
8. The Applicant will, to the satisfaction of the Site Manager, comply fully with all directions given by the Site Manager and without limiting the generality of the forgoing, will comply strictly with all directions given by the Site Manager relating to health and safety.
9. The Applicant will, to the satisfaction of the Site Manager, comply fully with all directions given by the Site Manager, and, without limiting the generality of the forgoing, will comply strictly with all directions given by the Site Manager relating to environmental practices.
10. The Applicant will, to the satisfaction of the Site Manager, comply fully with all directions given by the Site Manager, and, without limiting the generality of the forgoing, will comply strictly with all directions given by the Site Manager relating to the treatment of visitors and any complaints that would reflect on the Parks Canada Agency and Fort Malden National Historic Site of Canada.
11. No part of the grounds, shrubbery, landscaping, buildings or fixtures are to be altered, tampered with or damaged in any way except as permitted by the Site Manager or designate for the reasonable exercise of the permission herein granted. Should any such damage in excess of that permitted be attributable to the Applicant or their employees or volunteers, all costs incurred for repair shall be the responsibility of the Applicant.

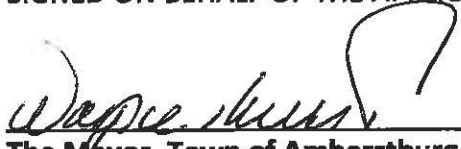
Handwritten initials/signature

12. The Applicant, shall, at its sole expense, obtain and maintain commercial general liability insurance in such amounts and on such terms as a prudent operator would maintain. Such insurance will provide that the operator and Her Majesty, as an additional insured, are indemnified against all legal liability arising from the death of or injury to any person as well as the loss of or damage to any property, to the extent that liability for these things is connected with its use of the property covered by this Agreement.

13. The Applicant will at all times indemnify and save harmless Her Majesty or any of Her servants, agents, contractors and all those for whom Her Majesty may at law be responsible, from and against all claims, demands, losses, costs, damages, actions, suits or proceedings by whomsoever made, brought or prosecuted in any manner based upon, arising out of, related to, occasioned by or attributable to this Application, Waiver and Acknowledgement or any action taken or things done or maintained by virtue hereof, or the exercising in any manner of rights arising hereunder.

We have read, understood and accept the conditions of this Application, Waiver and Acknowledgment and we have the authority to bind our organization.

SIGNED ON BEHALF OF THE APPLICANT BY



The Mayor, Town of Amherstburg

June 28, 2012
Date



Witness




The Clerk, Town of Amherstburg

June 28, 2012
Date



Witness

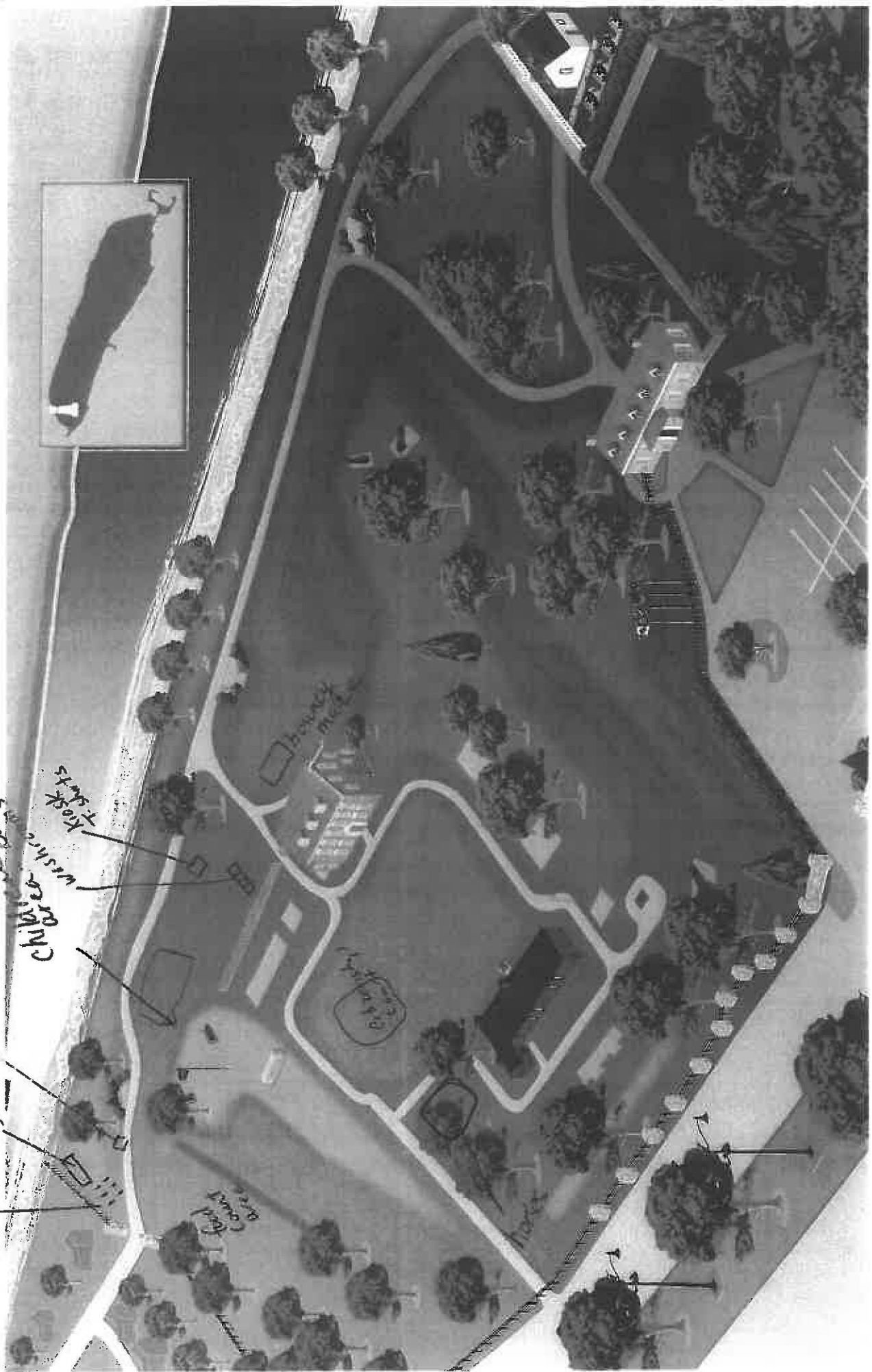
APPROVED:



Manager
National Historic Sites
Southwestern Ontario Field Unit

2012-07-05
Date

CANADA DAY QUIZ SCHEDULE 11



Picnic tables
Stage
Kiosk + shirts
Children's area
Wishing well
Kiosk + shirts
Provincially

