

Memorandum of Agreement

on the Use, Management and Maintenance of the tennis courts owned by the Mill Bay Community League

Between

The Mill Bay Community League
(the "Licensor")
and
The Mill Bay Community League Tennis Society
(the "Licensee")

The parties covenant and agree as follows:

1. This memorandum of agreement is intended to supersede the agreement dated January 1st, 2009.
2. The Licensor is the owner of the tennis courts and grants to the Licensee exclusive rights and license to use the tennis courts under the terms of this agreement. The Licensee and its members and guests shall be entitled to the exclusive use of the tennis courts at times to be agreed upon between the Licensor and the Licensee. The licensee recognizes that the general public is entitled to use the tennis courts outside the agreed upon times.
3. The Licensee shall be responsible for cleaning, maintaining and taking care of the tennis courts during the term of this agreement.
4. The Licensee shall be entitled to organize its own internal constitution, bylaws and rules and to administer its own procedures.
5. The Licensee shall be responsible for obtaining and maintaining third party liability insurance on the tennis courts to cover the Licensee tennis activities with a minimum of 2,000,000 per claim, of which the policy shall list The Mill Bay Community League as an insured. The Licensee shall provide a certified copy of the insurance policy and evidence of premium payment at the Licensor's request. The Licensor shall be responsible for obtaining insurance to cover use of the courts outside the time of the Licensee activities. The Licensee shall post appropriate signs at the tennis courts confirming that users do so at their own risk.
6. The Licensee will be entitled to administer its own bank account to be used for the purposes of collecting fees, paying the expenses associated with its operations, as well as the maintenance and improvement of the tennis courts, provided that the Licensee provides the Licensor with a financial report on an annual basis on or before March 31 of each year during the term.
7. Any improvement or expenditure for improvement or material alteration to the tennis courts shall be subject to the prior written approval of the Licensor.
8. This agreement shall commence as of January 1, 2015 and shall continue on for a period of three (3) years. This agreement shall renew as of right, without notice, for an additional 3-year term thereafter unless either party gives notice of modification or termination at least 90 days prior to the renewal date.

Mill Bay Community League

Mill Bay Community League Tennis Society

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

Date Signed: _____

Date Signed: _____