

THIS WASHROOM FUNDING AGREEMENT made this ___ day of _____, 20__

BETWEEN:

MUNICIPALITY OF THE COUNTY OF VICTORIA, a body corporate pursuant to the *Municipal Government Act*, SNS 1998, c 18, as amended

(“Victoria”)

- and -

_____, a society incorporated pursuant to the *Societies Act*, RSNS 1989, c 435

(the “Operator”)

WHEREAS:

- A. Operator owns real property identified as _____, Nova Scotia, property identification (“PID”) number _____ (the “Property”);
- B. Victoria owns a washroom building on the Property (the “Washrooms”); and
- C. Operator is willing to operate and maintain the Washrooms subject to Victoria providing funding for same and Victoria is willing to do so subject to certain terms and conditions.

IN CONSIDERATION of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Term

- 1. The term of this agreement shall be for one (1) year commencing _____ and ending _____ and may be renewed or extended by mutual agreement of the parties.

Funding

- 2. Victoria may, at its discretion, provide funding to Operator to operate and maintain the Washrooms.
- 3. The amount of funding shall be determined by Victoria based on the following:
 - a) annual cost to operate and maintain the Washrooms;

- b) availability of sufficient monies for Victoria to provide funding;
 - c) compliance with the *Municipal Government Act*, SNS 1998, c 18; and
 - d) Operator being in compliance with the terms of this agreement.
4. Any funding provided by Victoria shall only be used by Operator to operate and maintain the Washrooms and for no other purpose.
5. If at any time it is determined that any funds have not been or are not being used in accordance with this agreement Victoria reserves the right to discontinue funding and seek recovery of funds.

Operation and Maintenance of Washrooms

6. Operator shall be solely responsible for the operation and maintenance of the Washrooms.
7. Operator shall keep the Washrooms open to the public during regular business hours, from _____ to _____ each day for as long as feasibly possible each year.

Contracts

8. Any contracts entered into by Operator for the operation and maintenance of the Washrooms shall be in Operator's own name and not in the name of Victoria. Operator confirms that it has no authority whatsoever to bind Victoria under contract or otherwise and nothing in this agreement shall be taken to have created any joint venture, undertaking, enterprise or agency relationship between Victoria and Operator.
9. Operator shall ensure it is receiving best value for any work or services procured with any funding provided by Victoria and demonstrate same to Victoria upon request.
10. Victoria accepts no responsibility for failed contracts or monies owed by Operator relating to the operation or maintenance of the Washrooms.

Insurance

11. Operator shall obtain insurance for the Property, including the Washrooms, that is satisfactory to Victoria which shall remain in effect for the duration of this agreement. Operator shall provide Victoria with a Certificate of Insurance evidencing such insurance and the "Municipality of the County of Victoria" shall be named as an additional insured.

General

12. Victoria reserves the right to audit any documentation related to the operation and maintenance of the Washrooms including all contracts, agreements and payments at any time.

13. Operator hereby releases and agrees to indemnify Victoria, its employees, council members and others under its direction, from any and all manner of actions, suits, debts, obligations, duties, accounts, claims and demands whatsoever, arising out of or related directly or indirectly to the operation or maintenance of the Washrooms, this agreement and any funding provided by Victoria for the Washrooms, including all claims for personal illness or injury, including death, claims for damage to real and personal property and claims from any third parties.

14. This agreement may not be amended or assigned except in writing with the approval of both parties.

15. This agreement shall be governed by the laws of Nova Scotia.

IN WITNESS WHEREOF the said parties to these presents have hereunto set their hands and affixed their seals on the day and year first above written.

SIGNED, SEALED AND DELIVERED

in the presence of

_____)	MUNICIPALITY OF THE COUNTY OF
Witness)	VICTORIA
)	
)	
)	_____
)	Name:
)	Title:
)	
)	[OPERATOR]
)	
_____)	_____
Witness)	Name:
)	Title: