



**THE CORPORATION OF THE TOWNSHIP OF
CHAPPLE
BY-LAW NO. 1836**

BEING a by-law of The Corporation of the Township of Chapple hereby authorizing the Reeve and CAO/Clerk-Treasurer to enter into a Service Rental Agreement for cleaning services.

Between: **The Corporation of the Township of Chapple**


And: **2466304 Ontario Inc. O/A Share Bears**

WHEREAS The Municipal Council of the Corporation of the Township of Chapple deems it desirable to enter into such an agreement as provided in the attached Schedule A;

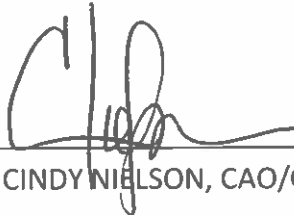
NOW THEREFORE BE IT RESOLVED that the Municipal Council of the Corporation of the Township of Chapple **HEREBY ENACTS AS FOLLOWS:**

1. That the Reeve and CAO/Clerk-Treasurer are hereby authorized to execute the Agreement on behalf of the Township;
2. That this By-law shall come into full force and effect on the date that it receives final reading

READ A FIRST, SECOND AND THIRD TIME
AND FINALLY PASSED THIS 11th DAY OF
JUNE 2024



JAMES GIBSON, REEVE



CINDY NIELSON, CAO/CLERK TREASURER

SCHEDULE 'A'



AGREEMENT

1) Agreement to Supply/Rent and Terms

Share Bears Laundromat agrees to supply to the customer and the customer agrees to rent from the company, the products and services as per the agreed price listed out in the Schedule below "The Articles" For the prices set out in the Schedule. Prices are subject to change as stated in paragraph 3 below.

The term of this agreement commences on the date of installation (from the first date of supplying the products) and runs for the period of forty eight (48) months (i.e. 4 years)

During the term company will provide any laundry, delivery, or any other services. (Mat, Coveralls etc...)

The customer agrees that the company shall be its sole supplier of the products and services during the term.

The customer agrees that additional products to be provided or changes in the products (including inventories), shall be shown on invoices and are subject to the terms of this Agreement.

2) Renewal

Company's agreement shall automatically renew for one additional term of Sixty (60) months and if the party wants to terminate the contract, then the contract can be terminated by given notice in writing at least Sixty (60) days prior to the expiry of the initial term.

3) Price

Company's pricing structure will be based on the frequency of services.

The company reserves the rights to increase the price by 4% each year during the term, and may increase additional fees (i.e. Delivery fee, Stop fee, Environmental fee).

And if the company wants to increase price in excess of 4% company will notify to customers in writing and customers can give the notice within 20 days of customers rejection for the price increase in excess of 4%.

The price charged is calculated using 52 weeks a year and for that reason there will be no reduction for vacation, illness or temporary shutdown.



2466304 Ontario Inc. O/A Share Bears
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4) Payment

The products or services shall be paid for on a cheque mailed to 390 McIrvine Rd, Fort Frances, On. Or an Online Payment (EFT) to info@sharebears.ca, and payment should be made within 30 days from the invoice date.

Customer agrees to pay a fee of 2% per month on the outstanding balances which is not paid on time.

5) Performance

The company agrees that the products or services provided shall be at least equal in quality to the generally accepted local quality standards in the industry.

If customer has complaint regarding products, customer will notify to the company in writing or by E- mail which is called an "Urgent request" and company will respond in 72 hours.

If company is unable to respond to the urgent request the customer agrees to provide the company notice by registered letter addressed to the manager at the location that services, the customers.

The company will resolve the problem within a 60-day period.

If company can not correct the problem, then the customer is entitled to cancel agreement by providing the company with additional 30 days written notice by registered letter addressed to the manager.

6) Laundry of Articles

The customer agrees that the company has sole right to clean all articles and the company shall be entitled to damages and losses for any breach by the customer.

7) Title of Merchandise

The customer acknowledges and agrees that the company remains the sole owner of all products provided to customer.

Rented or leased products that are lost or ruined by customer will be promptly paid for by the customer at the current replacement price.



8) Special Products

Products ordered by customer which is not normally stocked by the company.

In the event that the customer returns, decreases, or eliminates any special products for any reason at any time during the term, the customer will purchase such returned, decreased or eliminated special products or agreement expires or terminated, the customer will purchase all special products held at the customer site or held in reserve in order to properly service the customer.

The purchase price for any special products required to be purchased shall be current replacement price.

9) Breach of Contract

If customer terminates this agreement early, customer agrees to pay to the company as liquidated damages, not as a penalty, an amount equal to 40% of the average weekly charges during the 3 months prior to termination multiplied by the number of weeks remaining in the unexpired balance of the current term.

10) Reduction

If any article is reduced by more than 25% below the inventory stated in the schedule, the customer agrees that the company may at the discretion of the company, continue to charge the customer for 75% of the stated inventory for the applicable article.

11) Act outside of the company's control

If the company is prevented from performing any of it's obligation by the reason of a strike, riots, arrest, fire, blockage which is not in the control, the company shall not be deemed to be in breach of this agreement and will not be liable for any damages and for this period agreement shall be extended for such affected period.

12) Disclaimer

Products are not flame resistant or resistant to hazardous substances. The products contain no special flame resistant or hazardous substance resistance features, and the products are not designed for use in areas where they may catch fire or where contact with hazardous substances is possible.



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The company makes no representation, warranties, or guarantees with respect to the safety of the products or the fitness of the products for customer's intended use.

The customer agrees to notify the company in writing of anything that may be hazardous to the health or environment which may be present in articles returned to the company for laundering or other purposes.

The company reserves the right not to handle or process any articles soiled with toxic or hazardous substances.

The customer acknowledges that the company makes no representation, warranty regarding the visibility performance of any reflective articles and that reflective properties may be reduced or ultimately lost through laundering.

13) Indemnity

The customer agrees to indemnify and hold the company harmless from and against any and all expenses, losses, costs or damages it may incur, penalties, fines, or other sanctions arising out of claims, losses, liabilities, demand suits, or any other causes of action, whether civil or criminal by the third party against the company in connection with the products or services provided under this agreement.

14) Confidentiality

This agreement, pricing contained in this agreement and all invoices and other related information provided by company shall be considered confidential information of company and customer agrees to hold such information in confidence and not share it with any third party without the written consent of the company.

15) Binding Effect

This agreement shall be binding upon the executors, administrators, successors and assigns of the customer and inure to the benefit of the successors and assigns of the company.



16) Entire Agreement

This agreement between parties may not be amended, waived, or discharged except by an instrument in writing signed by the parties.

17) Time of the essence

Time shall be of the essence of this agreement.

18) Serviced Location

All addressed serviced under this agreement shall be bound by the terms of this agreement.

19) Signature

Agreement signed in counterparts and that a faxed or emailed signature will be accepted as original.

20) Authority

By signing this document, you agree to the company that you have the authority to make decision and bind your organisation to terms of this agreement.

Supplier:

[Supplier's Signature]

Name: **Christopher Kaun**
[Printed Name of Supplier]

Title: **CEO/Owner Operator**
[Title of Supplier]

Date: 2024/05/17
[Date of Signing]

Customer:

James Gibson

[Customer's Signature]

Name: *James Gibson*
[Printed Name of Customer]

Title: *Reeve*
[Title of Customer]

Date: *June 12. 2024*
[Date of Signing]



2466304 Ontario Inc. O/A Share Bears
 Account: Township of Chapple Office

Article	Size	Price (Every Other Week)	QTY
WATERHOG Mat	4'x6'	\$21.00+HST	1
Classic Mat	4'x8'	\$11.90+HST	1
Classic Mat	3'x5'	\$7.90+HST	1
Service Charge	N/A	\$7.10+HST	1

Supplier:

[Supplier's Signature]

Name:

[Printed Name of Supplier]

Title:

[Title of Supplier]

Date:

[Date of Signing]

Customer:

[Customer's Signature]

Name:

Cindy Nielson
 [Printed Name of Customer]

Title:

CAO / Clerk-Treasurer
 [Title of Customer]

Date:

June 12, 2024
 [Date of Signing]