

Memorandum of Understanding

1. Parties

This Memorandum of Understanding ("MOU") is made and entered into by and between the Corporation of the Township of Prince Township (the "Township") and The Canadian Red Cross Society (the "Society"). The Township and the Society are referred to individually as a "Party" and collectively as the "Parties."

2. Purpose

(1) The purpose of this MOU is to confirm the present intent and understanding of the Parties to work together to put in place a legal arrangement to confirm that, in the event of an emergency, the Society will provide emergency relief services to the Township and the Township will reimburse the Society for the provision of such services on a cost recovery basis.

(2) The Parties do not intend for this MOU to represent or create any legally binding or enforceable right or obligation for either Party. If and when the Parties wish to enter into a legally binding relationship pertaining to the provision by the Society of emergency relief services to the Township, they shall enter into a definitive written agreement for each emergency setting forth in detail their respective rights and obligations. Such agreement shall be in substantially the form attached hereto as Schedule "A".

3. Term and Termination

(1) *Term.* This MOU is effective upon the day and date last signed and executed by the duly authorized representative of the Parties and shall remain in force until terminated in accordance with section 3(2) below.

(2) *Early Termination.* Either Party may terminate this MOU at any time for any reason with ninety (90) days' prior written notice.

5. Expenses

The Parties agree that each Party shall pay its own fees, costs, and expenses, and those of its agents, employees, independent contractors and consultants, in connection with this MOU, including without limitation any legal fees, except as expressly specified herein or otherwise agreed upon in writing by both Parties.

7. General Provisions

(1) *Relationship of the Parties.* Neither this MOU, nor any activities described in it, shall be construed as creating a master-servant, partnership, joint venture, franchise, agency or other such relationship between the Parties. Neither Party shall have the right, power or authority to obligate or bind the other Party in any manner whatsoever, without the other Party's prior written consent.

(2) *Amendments.* Either Party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU that are mutually agreed upon by the Parties to this MOU shall be incorporated by written instrument and

shall be effective only when executed and signed by both Parties to this MOU.

(3) *Entire Understanding.* This MOU constitutes the complete understanding between the parties with respect to the subject matter hereof and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written and oral, regarding such subject matter.

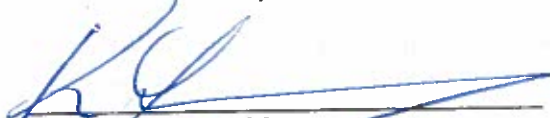
(4) *Governing Law.* This MOU shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The Parties agree to attorn to the jurisdiction of the courts of the Province of Ontario for the conduct of any legal proceedings under, or related to, this MOU.

(5) *Headings.* The headings used in this MOU are for convenience of reference only and are not intended to be full or accurate descriptions of the content of the paragraphs.


(6) *Counterparts.* This MOU may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall be but one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed and in effect on the last date set forth below.

For the Township:



Ken Lamming, Mayor




Peggy Greco, CAO/Clerk-Treasurer

For the Society:

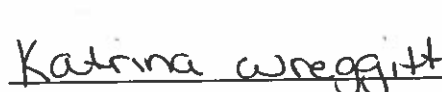
[Name]

Witness



Name of witness:

Feb 11, 2020



Name of witness:

Feb 11, 2020

Witness:

Name of witness: