

# Memorandum of Understanding

## Between the Corporation of the Township of North Kawartha and the Apsley & District Lions Club

This Memorandum of Understanding (“MOU”) is made as of \_\_\_\_\_, 2026, between The Corporation of the Township of North Kawartha (the “Township”) and the Apsley & District Lions Club (the “Lions Club”).

### 1. Purpose

The purpose of this MOU is to set out the understanding between the Township and the Lions Club regarding the Township’s use of Lions Park located at 335 McFadden Rd., Apsley, Ontario, in exchange for the Township providing routine grass cutting, baseball diamond dragging and garbage and recycling emptying services at the park.

### 2. Permission to Use Lions Park

The Lions Club grants the Township permission to use Lions Park for the Township’s Parks and Recreation Department youth and adult sports programs, subject to reasonable availability, applicable laws, and any restrictions agreed to by the parties in writing.

### 3. Township Responsibilities

- The Township will cut the grass at the Lions Park on a routine basis during the growing season, subject to weather, staffing, equipment availability, and operational priorities.
- The Township will empty garbage and recycling receptacles at the Lions Park on a routine basis, subject to park use, waste volumes, and operational priorities.
- The Township will drag the baseball diamond and apply game markings as required, subject to weather, staffing, equipment availability, and operational priorities.
- The Township will apply game markings outlining the soccer pitch as required, subject to weather, staffing, equipment availability, and operational priorities.
- The Township will not be responsible for capital improvements, major repairs, special event setup, utilities, vandalism repair, or replacement of park assets unless separately approved in writing.
- The Township will use reasonable care while performing its services and while using the Lions Park.

### 4. Lions Club Responsibilities

- The Lions Club will continue to own, manage, or otherwise control Lions Park, unless otherwise agreed in writing.
- The Lions Club will maintain any structures, fixtures, equipment, signage, and other assets at Lions Park that are not expressly assumed by the Township under this MOU.
- The Lions Club will promptly notify the Township of any known hazards, access restrictions, or maintenance issues that may affect Township use or Township maintenance activities.
- The Lions Club will make reasonable efforts to coordinate park use with the Township where scheduling conflicts may arise.

### 5. Term

This MOU will begin on January 1, 2027, and will remain in effect until December 31, 2030, unless amended, or terminated in accordance with this MOU.

### 6. Insurance and Liability

Each party will maintain insurance coverage appropriate to its operations, responsibilities, and use of Lions Park. Each party will be responsible for its own acts, omissions, employees, volunteers, contractors, and representatives. Nothing in this MOU is intended to transfer ownership of Lions Park or create a partnership, joint venture, employment relationship, lease, or licence beyond the permission and service exchange described in this MOU.

7. Indemnity

Subject to applicable law, each party agrees to indemnify and hold harmless the other party from claims, losses, damages, costs, and expenses arising from its own negligent acts or omissions in connection with this MOU.

8. Amendments

This MOU may be amended only by written agreement signed by authorized representatives of both parties.

9. Termination

Either party may terminate this MOU by providing at least thirty (30) days’ written notice to the other party. The parties may also terminate this MOU at any time by mutual written agreement.

10. Notices

Any notice required under this MOU will be delivered to the contact person designated by each party in writing, at the mailing address or email address provided by that party.

11. General

This MOU represents the current understanding between the parties regarding the Township’s use of Lions Park at 335 McFadden Rd., Apsley, Ontario, and the Township’s grass cutting, baseball diamond maintenance and waste management services. This MOU is intended as an administrative understanding and does not prevent the parties from entering into a more formal agreement if required.

12. Signatures

**THE CORPORATION OF THE TOWNSHIP OF NORTH KAWARTHA**

Shannon Hunter, C.A.O.: \_\_\_\_\_

Gary Gerald, Director of Parks and Recreation: \_\_\_\_\_

Witness Name (please print): \_\_\_\_\_

Signature of Witness: \_\_\_\_\_

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**THE APSLEY AND DISTRICT LIONS CLUB**

Blair Wilson, President: \_\_\_\_\_

Brenda Lenson, Secretary: \_\_\_\_\_

Witness Name (please print): \_\_\_\_\_

Signature of Witness: \_\_\_\_\_