

MEMORANDUM OF UNDERSTANDING
for Village Beautification



DATED this 9th day of April, 2024

BETWEEN

Candle Lake Communities in Bloom
(hereinafter called the "CIB")
The Resort Village of Candle Lake
(hereinafter called the "Village")

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between the parties as set out below:

1.0 PURPOSE

The purpose of the Memorandum of Understanding is to develop a framework of cooperation between the parties TO facilitate beautification projects within the Resort Village of Candle Lake (hereinafter referred to as the "projects").

2.0 MUTUAL BENEFIT AND INTEREST

The proposed "projects" are intended to improve and enhance the amenity and improve the appearance of the community.

3.0 OBLIGATION

The parties hereto shall each advance their interest and intentions as follows;

3.1 The "CIB" shall;

- a) Engage Village residents in volunteer initiatives to fulfill the objectives of their organization.
- b) Carry out the implementation of approved beautification projects within the Village.
- c) Engage in fundraising through the collection of recyclables in the Village.
- d) Other activities as determined by CIB.

3.2 The Village shall;

- a) Provide funding for approved beautification projects including;
 - i) Plants for planters and baskets distributed throughout the Village.
 - ii) Other beautification projects approved by Council.
- b) Provide in-kind work including;
 - i) installing and watering planters throughout the growing season as required
 - ii) install and replace banners throughout the Village as required
 - iii) other work as approved by the Village.
- c) Provide facilities for the collection and storage of recyclable materials and associated equipment.

Should any of the above terms not be to the satisfaction of the "CIB" then they may elect to terminate this Memorandum of Understanding by providing written notice to the "Village".



4.0 MUTAL AGREEMENT

It is understood and agreed between the parties that all parties will collaborate on initiatives mutually beneficial to the parties.

5.0 INSURANCE

At the request of the Village, CiB covenants and agrees to, at CiB's expense, obtain before the commencement of the Term such insurance as reasonably required by the Village. CiB shall provide evidence of such insurance to the Village prior to the commencement of the Term.

6.0 RELEASE

CiB hereby releases the Village from all liability (including costs) for loss of, damage, or injury to CiB members, other people or entities, CiB's property, or the property of other people or entities connected to or resulting from: (a) CiB's use and operations at the Aschim Homestead; (b) CiB's use of the Common Areas; (c) the granting or exercise of CiB's rights or performance of its obligations under this Agreement; or (d) a breach of this Agreement by CiB.

7.0 INDEMNITY

CiB hereby indemnifies and holds harmless the Village from and against any and all claims, costs, and other liabilities whatsoever that any or all of them may incur in connection with damage to or loss of any property or bodily or personal injury to or the death of any person or entity or any other type of claim, loss, or damage arising from, in connection with, or resulting from the Village granting this Agreement. The preceding indemnity agreement shall apply to CiB or anyone that CiB is responsible for in law, and such injury, damage, costs, or other liabilities which are caused by CiB's gross negligence or the gross negligence of the CiB's representatives, employees, contractors, or those for whom it is responsible for in law.

8.0 NOTIFICATION

Any notification required herein shall be directed to the parties as follows:

Communities in Bloom
Box 402
Candle Lake, Sask. S0J 3E0

Resort Village of Candle Lake
Box 114
Candle Lake, Sask. S0J 3E0

9.0 LIMITATION

Each of the parties is independently acting on their own behalf and nothing herein constitutes a partnership or other similar affiliation. The obligations of the parties of this agreement are limited to the representations contained herein.

10.0 TERM



This Memorandum of Understanding is effective commencing on the date of the signing by the parties and is effective for a period of one year unless extended by mutual agreement or terminated as provided for in this agreement.

IN WITNESS WHEREOF the CIB has hereunto affixed their seal/names on the 9th day of April, 2024.

(SEAL)

Per:

Wendy Busa - per Chairperson

Print Name:

Wendy Busa

IN WITNESS WHEREOF THE Resort Village of Candle Lake has hereunto affixed their names on the _____ day of _____, 20__.

RESORT VILLAGE OF CANDLE LAKE

(SEAL)

Per: _____

Per: _____