

MEMORANDUM OF UNDERSTANDING
for Aschim Homestead Heritage Site Maintenance



DATED this 9th day of April, 2024

BETWEEN

Candle Lake Communities in Bloom
(hereinafter called "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 maintenance projects within the Aschim Homestead Heritage Site (hereinafter referred to as the "Aschim Homestead") located at Property No. 350283 described in the Saskatchewan Ministry of Environment 'Land Lease' as;

Firstly: Northeast Quarter of Section 24, Township 54, Range 23, West of the Second Meridian, Containing 160 acres, more or less, according to Dominion Government Survey thereof,

except:

- a) 10.65 acres, more or less, taken for roadway Plan No. 68PA14051
- b) All that portion lying easterly of Roadway Plan No. 68PA14051
- c) All that portion, taken for roadway Plan No. 101990112

Secondly: The Southeast Quarter of Section 25, in said Township and Range, containing 160 acres, more or less.

2.0 MUTUAL BENEFIT AND INTEREST

The proposed maintenance projects are intended to improve and enhance the amenity and appearance of the Aschim Homestead for the enjoyment of the general public.



3.0 GENERAL

- a) It is understood that the Aschim Homestead is a Resort Village of Candle Lake facility open to the public as solely determined by the Village;
- b) The Village shall engage CiB to provide Aschim Homestead maintenance;
- c) CiB shall provide the Village a proposed cost for maintenance of the Aschim Homestead and proportionate amount of their insurance costs as related to the maintenance of the Aschim Homestead to be reviewed and approved by Council, as well as a financial summary of expenditures incurred that year prior to October 31st of each year;
- d) The Village shall provide annual funding for approved expenses from the proposed cost for maintenance of the Aschim Homestead and proportionate insurance costs, to be paid out as a lump sum to CiB following approval by Council;
- e) CiB shall assume responsibility for all costs incurred to complete items outlined in this memorandum of understanding;
- f) CiB shall report all damages or safety hazards to the Village;
- g) CiB may provide recommendations for capital improvements outside items outlined in this memorandum of understanding, to the Village; and
- h) The Village shall respond to reports of damages, safety hazards and recommendations for capital improvements at their discretion.

4.0 OBLIGATION

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

.1 The "CiB" shall;

- a) Carry out the implementation of approved maintenance projects within the Aschim Homestead;
- b) Engage Village residents in volunteer initiatives to fulfill the objectives of their organization;
- c) Engage in maintenance of trails, boardwalks, buildings, and other infrastructure as required;
- d) Repair or replace signage as required;
- e) Inspect, clean, and arrange disposal of sewage from the porta-potty;
- f) Inspect and empty waste bins; and
- g) Inspect and refill pet waste bag receptacles.

.2 The Village shall;

- a) Maintain the roadway to the Aschim Homestead parking area;
- b) Provide beaver removal for drainage control, at their discretion;
- c) In extenuating circumstances, conduct maintenance support services; and
- d) Other maintenance projects approved by Council.



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 MUTAL AGREEMENT

It is understood and agreed between the parties that any changes to this Memorandum of Understanding shall be of mutual decision and provided in writing.

9.0 NOTIFICATION

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

Candle Lake Communities in Bloom
Box 402
Candle Lake, SK
S0J 3E0

Resort Village of Candle Lake
Box 114
Candle Lake, SK
S0J 3E0



10.0 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.

11.0 TERM

.1 This Memorandum of Understanding is effective commencing on the date of the signing by the parties and is effective until December 31, 2024.

.2 This term will renew automatically for a one year term unless either party provides written notice of termination, a minimum of thirty (30) days prior to the expiry of the term.

.3 In the event that either party wishes to terminate this Memorandum of Understanding prior to the completion of the term, that party will be required to provide thirty (30) days written notice to the other party.

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 23rd day of May, 2024.

RESORT VILLAGE OF CANDLE LAKE

(SEAL)

Per: _____
Per: _____

