

Bill No. 440
2019

By-law No. A.-_____ - ____

A by-law to approve the Vehicle Lease Agreement between The Corporation of the City of London (the "City) and Tourism London for the lease of one (1) City-owned vehicle to Tourism London; and to authorize the Mayor and City Clerk to execute the Agreement.

WHEREAS subsection 5(3) of the *Municipal Act, 2001* provides that a municipal power shall be exercised by by-law;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The Vehicle Lease Agreement between The Corporation of the City of London and Tourism London attached as Schedule "A" to this by-law to provide for the lease of one (1) City-owned vehicle to Tourism London be approved.
2. The Mayor and the City Clerk are authorized to execute the Agreement approved under section 1 of this by-law.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on November 26, 2019

Ed Holder
Mayor

Catharine Saunders
City Clerk

First reading – November 26, 2019
Second reading – November 26, 2019
Third reading – November 26, 2019

Schedule "A"

VEHICLE LEASE AGREEMENT

THIS VEHICLE LEASE AGREEMENT effective as of the 1st day of January, 2020

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON ("the Lessor")

And

TOURISM LONDON (the "Lessee")

WHEREAS the Lessor is a municipality that has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the *Municipal Act, 2001*, as amended or any other Act;

AND WHEREAS Tourism London is a federal corporation without share capital incorporated under the *Canada Corporations Act*;

THEREFORE IN CONSIDERATION of good and valuable consideration, the sufficiency of which is hereby acknowledged and admitted, the parties agree as follows:

1. VEHICLE LEASE

The Lessor, hereby agrees to lease to the Lessee the vehicle (the "vehicle") listed in section 2 of this Agreement, together with all accessories, additions, repairs and replacement parts affixed to it, now or in the future.

The Lessee acknowledges that the vehicle was received by it in good condition and repair.

2. LEASE AMOUNT

The Lessee agrees to pay to the Lessor the amounts set out in the table below:

Description	VIN #	2020	2021	2022	2023
2019 Ford Escape	1FMCU9GD6KUC38053	\$7,144	\$7,893	\$8,090	\$8,305

3. TERM

The Agreement shall commence on December 1, 2019 and terminate on December 31, 2023, with the Lessor reserving the right to review this Agreement.

4. VEHICLE OPERATION AND USE

The Lessee agrees that the vehicle will be driven only by a competent driver who holds a valid Ontario driver's license of the proper class for the vehicle being driven, in accordance with relevant laws and regulations, and that the Lessee will pay all and any fines or sanctions levied or imposed in connection with the possession, use or operation of the vehicle and to indemnify the Lessor in respect of any fines or levies, including but not limited to any victim fine surcharges and court costs.

The Lessee agrees that the vehicle is to be used by the Lessee solely in connection with the business operations of the Lessor and for no other purpose.

5. VEHICLE MAINTENANCE

The Lessor agrees to maintain, service, license, inspect and provide fuel for the said vehicle in possession of the Lessee as part of the lease amount as set out in this Agreement. Appointments for service will be arranged through the Lessor's Fleet Services Division coordinated with the Lessee. The Lessee agrees that the vehicle shall be made available for such appointments with reasonable notice.

6. LIENS AND CHARGES

The Lessor shall, at all times, keep the vehicle free from all levies, liens and encumbrances whatsoever. If the Lessee fails to pay any such levies, liens and encumbrances, the Lessor may pay the same and in such event the costs thereof, together with interest calculated monthly at a rate equivalent to the prime rate established by the Scotiabank on the first day of each month, plus two (2%) present per annum, shall forthwith due and payable by the Lessee to the Lessor.

7. INSURANCE

The Lessee agrees to obtain and maintain standard automobile insurance on statutory forms listing both the actual owner (Lessor) and the Lessee of the vehicle and shall ensure that this insurance will not be cancelled unless the insurer notifies the certificate holder in writing at least thirty (30) days prior to the date of cancellation:

- (a) automobile liability insurance in an amount not less than five million(\$5,000,000.) Dollars;
- (b) statutory accident benefits, uninsured motorist coverage and direct compensation property damage; and
- (c) collision and comprehensive coverage with a deductible no more than \$1,000.00.

Evidence that such insurance is in force shall be provided to the Lessor promptly on request and thereafter once annually at policy renewal until this Agreement is terminated or expires.

Proof of insurance must be carried in the vehicle at all times and available for presentation should the need arise.

In the event of damage to the vehicle the proceeds of any insurance shall be payable to the Parties as their respective interests may appear.

The Lessee acknowledges that the vehicle and any goods carried are solely and exclusively under its possession and control and at its risk, and nothing contained in this Agreement is intended to be construed otherwise.

The Lessee is required to notify the Lessor, as soon as practicable, of any accident or circumstance giving rise to a claim and to provide the Lessor with particulars of it, the identity of the driver, and to furnish the Lessor with information as might reasonably be requested to enable the Lessor to be fully acquainted with the circumstances of the incident.

8. INDEMNITY

The Lessee agrees to be responsible for and shall indemnify and save the Lessor harmless from and against all losses, claims, actions, expenses and liabilities of any sort and kind whatsoever in nature in connection with or arising from this Agreement and the Lessee's use and operation of the Vehicle. The Lessee agrees that it will defend, at its expense, any actions brought against the Lessor for which indemnity might be provided in accordance with the terms of this Agreement

9. NON-TRANSFERABILITY

The Lessee acknowledges that this Lease is not assignable or transferable.

10. OWNERSHIP

All right, title, interest in and to the vehicle remains in the Lessor and nothing in this Agreement is to be taken as transferring to the Lessee any proprietary interest.

11. CANCELLATION OR TERMINATION

This Agreement may be terminated by either Party at any time by providing to the other Party 90 days' written notice, delivered to the other Party at the address stated in this Agreement, whereupon the Lessee shall surrender to the Lessor possession of the vehicle.

On the failure of the Lessee to perform any obligations stipulated in this Agreement, the Lessor may at its option cancel this lease and on fifteen (15) days' written notice, delivered to the Lessee at the address stated in this, whereupon the Lessee shall surrender to the Lessor possession of the vehicle.

In the event of the total loss of the vehicle as a result of a collision, fire, theft, or otherwise, the Lessor may in its sole discretion choose to replace the vehicle with a vehicle of similar kind and condition or terminate this Agreement.

12. RETURN OF VEHICLE AT END OF TERM OR ON TERMINATION

At the end of the lease term or on termination of this Agreement, the Lessee at its option may purchase the vehicle at the market value or return the vehicle to the Lessor in the same good order and condition in which it was received, subject to normal wear and tear. In the event of default of this provision, the Lessee agrees to reimburse the Lessor for the cost of any repairs to the vehicle.

13. LICENSES

The Lessor will provide license plates to be used on the vehicle for each year during the term of this Agreement. The Lessor agrees to apply for, obtain and maintain the permit for the vehicle as defined in Part II of the *Highway Traffic Act*, and the Lessee agrees to pay for the permit as part of the lease amount for the vehicle.

14. ADDITIONAL COSTS / CHARGES

The Lessee agrees to pay all fines, penalties, Victim Fine Surcharge, Administrative Monetary Penalties or assessments incurred pursuant to any conviction or charge by virtue of any by-law, regulation or legislation of any governmental authority arising from or in connection in any way with the operation and use of the vehicle (and for greater certainty includes but is not limited to fines imposed pursuant to the *Highway Traffic Act* including red light camera infractions even where the person charged is the vehicle owner and not the driver of the vehicle).

15. GOVERNING LAW

This Agreement is enforceable pursuant to the laws of the Province of Ontario.

16. ENTIRE AGREEMENT

The Parties agree that this Agreement in writing contains the full and complete provisions of their contract and that there are no other terms, conditions or representations forming part of the contract, except as are expressly referred to in this Agreement.

17. NOTICE

Any notice relation to or provided for in this Agreement shall be in writing to the following Parties:

LESSOR:

The Corporation of the City of London
City Clerk
300 Dufferin Avenue
P.O. Box 5035
London, ON N6A 4L9

LESSEE:

Tourism London
267 Dundas Street, 2nd Floor
London, ON, N6A 1H2

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals attested to by the hands of their respective authorized signing officers.

SIGNED, SEALED AND DELIVERED

THE CORPORATION OF THE CITY OF LONDON

Ed Holder, Mayor

Catharine Saunders, City Clerk

TOURISM LONDON

*Print Name: _____

Title: _____

*I have authority to bind the Corporation