

**THIS AGREEMENT** made this 1<sup>st</sup> day of November 2022.

**B E T W E E N:**

**THE CORPORATION OF THE CITY  
OF DRYDEN**

Hereinafter referred to as the "City"

-and-

**DRYDEN DISTRICT CHAMBER OF  
COMMERCE**

Hereinafter referred to as the "Chamber"

**WHEREAS** The Corporation of the City of Dryden (the "City") has implemented a Municipal Accommodation Tax in the amount of **four (4%) per cent** of the purchase price on any accommodation provided to the purchaser for a continuous period of less than 30 nights;

**AND WHEREAS** the Dryden District Chamber of Commerce (the "Chamber") is a non-profit corporation whose mandate includes the promotion of tourism in Dryden, Ontario;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions in this Agreement, the parties hereto agree as follows:

**1. Definitions**

1.1 For purposes of this Agreement:

- 1.1.1 "Bank Account" shall mean an account maintained by the City with the City's banker used to receive and disburse the Funds;
- 1.1.2 "Committee" shall mean a committee established to disburse the Funds provided to the Chamber;
- 1.1.3 "Fee" shall mean Five Percent (5%) of the Funds received by the Chamber, to a maximum of \$10,000, but no less than \$1,500;
- 1.1.4 "Funds" shall mean the Fifty Percent (50%) of the monies collected by means of the Tax, including all penalties and interest;
- 1.1.5 "Resident" shall mean someone who owns/operates a business within the municipal boundary or individual who resides within the municipal boundary;
- 1.1.6 "Tax" shall mean the Municipal Accommodation Tax pursuant to s. 400.1 of the *Municipal Act, 2001*, as amended, and any applicable regulations promulgated pursuant to that Act; and

1.1.7 "Treasurer" shall mean the City's Treasurer or designated employee(s) of the City authorized by the Treasurer to exercise any such powers or duties.

**2. Terms and Conditions**

2.1 This Agreement shall become effective as of the date of its execution and shall continue in effect for a period of five (5) years from the date of execution.

2.2 The City will collect the Funds by imposing and administering the Tax.

2.3 Any costs associated with administering the Tax will be deducted from the Funds.

2.4 The City will place the Funds in the Bank Account.

2.5 Any interest earned on the Funds shall be added to, and become a part of, the Funds.

2.6 Fifty Percent (50%) of any penalties collected by the City while administering and collecting the Tax shall become a part of the Funds.

2.7 The City shall provide the Chamber with a quarterly accounting of the levying and collection of the Funds for each calendar month that the Tax is in effect.

2.8 The City shall distribute the Funds along with the accounting described in subsection 2.7, by forwarding to the Chamber the Funds collected during that quarter, less any costs associated with administering the Tax.

2.9 The Chamber shall charge the Fee on the Funds received from the City and pay the Fee to itself to offset the costs of administering the Funds they receive through the Tax.

2.10 The Funds provided to the Chamber shall be used to advance the City as a tourist destination by supporting and promoting local events, initiatives and infrastructure that bring people to the City.

2.11 The Committee shall be chaired by a Chamber representative and will be made up of:

- 1 Local Accommodator Representatives,
- 1 Chamber Member of the Board of Directors,
- 1 City Councilor,
- 1 City Staff Member, and
- 3 Members of the Public (Resident).

2.12 The Committee shall act reasonably and rely upon its collective expertise and the expertise of any consultants it deems advisable to retain, to advise it.

2.13 The Chamber shall provide the City with audited financial statements on or before the 180<sup>th</sup> day following the year end of the Chamber.

2.14 The Chamber shall deliver, with the audited financial statements described in

subsection 2.13, a detailed list of all cheques that were issued by the Chamber during the business year that is reported in the audited financial statements.

- 2.15 The Chamber shall provide reasonable particulars of the details relating to any cheque identified in the list required by subsection 2.14, if requested by the City.
- 2.16 It is acknowledged and agreed that, owing to the cyclical nature of the tourism industry, the City may, from time to time, assist the Chamber by advancing Funds to enable the Chamber to meet its obligations.
- 2.17 Any amount advanced pursuant to subsection 2.16 shall not exceed 25% of the amount of Tax collected in the year immediately preceding the year in which the advance is made.
- 2.18 If the City advances Funds to assist the Chamber, the City shall reimburse itself from the Funds.

### **3. Termination**

- 3.1 This Agreement may be terminated, in writing, by either party on six (6) months' notice.
- 3.2 This Agreement may be terminated without notice if either party contravenes any of the terms and conditions within the Agreement or upon cessation of either business through bankruptcy, receivership or dissolution.
- 3.3 Termination of this Agreement is subject to the dispute resolution process prescribed in Section 4 of this Agreement.
- 3.4 If the dispute resolution process concerning a proposal to terminate this Agreement is not resolved within two years of the date specified in the written notice of termination described in subsection 3.1, this Agreement shall be deemed to be terminated.
- 3.5 Upon termination, the Funds in the Bank Account, shall be the property of the City unless otherwise determined by a Court of law.

### **4. Resolution of Disputes**

- 4.1 Disputes regarding the administration and application of this Agreement shall be resolved through informal negotiation, if possible.
- 4.2 Any difference which may arise under this Agreement, either as to its interpretation or respecting the carrying out of this Agreement according to its true intent and meaning, may, if it cannot be amicably resolved by the parties after negotiation in good faith, be referred to arbitration and either party shall be entitled to request such arbitration. Any request for arbitration shall be made by notice from one party (the "Requesting Party") to the other (the "Receiving Party"). Both the Requesting Party and the Receiving Party shall, within ten (10) days of delivery of the request for arbitration, appoint one (1) arbitrator and within a further ten (10) days of the appointment of the second arbitrator, such arbitrators shall jointly select a third arbitrator who shall serve as chair. In the event either party fails to appoint an arbitrator in accordance with the foregoing, the arbitrator appointed by the other party shall serve



as the sole arbitrator. In the event that the two (2) arbitrators fail to select a third arbitrator in accordance with the foregoing, either party may apply to a judge of the Ontario Superior Court of Justice for the appointment of a third arbitrator pursuant to the provisions of the *Arbitration Act*, 1991, S.O. 1991, Chapter 17, as amended from time to time (the "Arbitration Act"). The arbitrators appointed pursuant to this subsection will be deemed to be arbitrators with the meaning of the *Arbitration Act*, and the provisions of the *Arbitration Act*, as amended or replaced from time to time, will apply to the arbitration. The parties agree that the submission of any disputes to arbitration pursuant to this subsection and the making of an award in respect of those disputes, shall be a condition precedent to commencing or bringing any legal proceedings by either party in respect of the matters to be submitted to arbitration. The decision of the sole arbitrator (if a one-member arbitration panel) or of two (2) arbitrators (if a three-member arbitration panel) shall be final and binding on each of the parties. In any arbitration proceeding, each party shall pay its own costs and half the other costs of and incidental to such arbitration. It is understood that when a matter is left to the discretion or option of one (1) of the parties, such matters shall not be matters which are subject to arbitration.

## **5. Renewal of Agreement**

- 5.1 If not sooner terminated, this Agreement may be renewed by mutual written agreement of the parties hereto, executed not less than three hundred and sixty-five (365) days before the end of the expiration of the Initial Term or any Renewal Term, as applicable.
- 5.2 Unless the parties otherwise agree to different provisions in writing, the Agreement shall continue to be renewable in accordance with the existing terms set forth in the Agreement.

## **6. Confidentiality**

- 6.1 Any confidential business information of a member received by the parties specifically through Tax procedures shall be kept confidential by the parties and shall be used only for the purposes of this Agreement.

## **7. Notices**

- 7.1 Any notice, payment or other communication required or permitted to be given under this Agreement shall be in writing and shall be sufficiently given if delivered in person or by mailing by prepaid registered post, or by e-mail. All such notices shall be deemed to have been delivered to and received by the addressee: (a) on the date of receipt if delivered in person or by prepaid registered post; or (b) received on the date of its transmission, if delivered by e-mail, provided that if such day is not a business day or if it is received after the end of normal business hours on the date of its transmission then it shall be deemed to have been given and received at the opening of business in the office of the addressee on the first business day next following the transmission thereof if delivered by e-mail.

To the City at:

The Corporation of the City of Dryden

30 Van Horne Avenue  
Dryden, ON P8N 2A7  
Attention: City Treasurer

Telephone: (807) 223-1128  
E-mail: slansdell-roll@dryden.ca

and to the Chamber at:

Dryden District Chamber of Commerce  
101-B Duke Street  
Dryden, ON P8N 1G4  
Attention: Deanna Parker

Telephone: (807) 223-2622  
E-mail: drydenchamber@drytel.net

or to such other address of which any party may give notice as hereinbefore provided.

**8. Governing Law**

8.1 This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

**9. Severability, Remedies, Waiver**

9.1 In the event that any one or more provisions contained in this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. The remedies contained herein are cumulative and in addition to any other remedies at law or equity. Failure to enforce, or waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach of such provision.

**10. Entire Agreement**


10.1 This is the complete and exclusive statement of the contract between the parties and this Agreement replaces and supersedes any other agreement among the parties with respect to the subject matter hereof. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding unless in writing and signed by all parties hereto. In case of a conflict between the terms and conditions on the face of this document and the terms and conditions contained on any invoice or other documents, the terms and conditions of this Agreement shall control.



IN WITNESS WHEREOF the parties hereto have hereunto executed this Agreement.

**THE CORPORATION OF THE CITY OF DRYDEN**

Per:

  
\_\_\_\_\_  
Greg Wilson, Mayor  
Jack Harrison

  
\_\_\_\_\_  
Allyson Euler, City Clerk

**DRYDEN DISTRICT CHAMBER OF COMMERCE**

Per:

  
\_\_\_\_\_  
Pauline Douglas, Chair

  
\_\_\_\_\_  
Caroline Goulding, Vice-Chair

**I/We have authority to bind the Corporation**