

SCHEDULE "C"

THIS AGREEMENT made in triplicate, this _____ day of _____

BETWEEN:

THE CORPORATION OF THE CITY OF WINDSOR

Hereinafter called the CORPORATION of the FIRST PART;

- and -

Hereinafter called the LICENSEE of the SECOND PART;

WHEREAS the Licensee is the registered owner of certain lands in the City of Windsor, municipally known as _____ and has applied to erect and/or maintain the signs(s), the dimensions of which are:

	SIZE OF SIGN			HEIGHT ABOVE GRADE	EXISTING ENCROACHMENT LOCATION	TYPE OF SIGN AGREEMENT
	LENGTH	WIDTH	DEPTH			
1.						
2.						
3.						

AND WHEREAS By-law Number 7750 of the Corporation permits the erection and maintenance of signs which encroach over highways upon the terms and conditions hereinafter contained:

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the granting of permission for the said sign to encroach upon or over the highway:

1. The Licensee hereby undertakes and agrees with the Corporation to:
 - (a) maintain the said encroachment in good order and repair at all times;
 - (b) pay to the Corporation an annual encroachment fee of \$ _____ (plus an annual billing fee and/or inspection fee of \$25.00) the first of which payments shall become due and payable on the execution of this agreement and subsequent payments to become due and payable in advance on or before the first day of January in each year while the said encroachment exists, provided the encroachment fee and annual billing fee may be varied in accordance with the rate fixed by the Council of the Corporation from time to time for encroachments over highways by signs throughout the City of Windsor.
 - (c) remove the said encroachment upon ten (10) days written notice if, in the opinion of the Building Commissioner or the Commissioner of Public Works, it constitutes a danger to the public, or upon sixty (60) days written notice for any other reason, provided that if the Licensee fails to remove the said encroachment the Corporation may do so and the expense of such removal shall be paid by the Licensee forthwith on demand.
 - (d) restore the highway to the condition of the surrounding area at its own expense upon the removal of the encroachment, provided that if the Licensee fails to restore as aforesaid, the Corporation may enter upon the said lands and premises and the Licensee and restore the lands encroached upon and the expense of such restoration shall be paid by the Licensee forthwith on demand.

- (e) indemnify and save harmless the Corporation from and against all loss, costs or damages which it may suffer or be put to and from and against all claims or actions which may be made or brought against the Corporation by reason of the said encroachment, its construction, existence, repair or resulting therefrom in any way whatsoever.
 - (f) release the Corporation from any and all liabilities, suits, claims and demands (whether for property damage or for personal injury or death and whether founded in tort, contract or quasicontract) which at any time might be exerted by the licensee arising out of the existence of the encroachment in the highway or out of any act or omission of the Corporation.
 - (g) provide and maintain public liability and property damage insurance in a form (containing endorsements naming the Corporation as an additional insured and providing a cross-liability clause) and amount satisfactory to the City Solicitor and to file a certified copy of the said insurance policy with the Clerk of the Corporation.
 - (h) that the payment of any fees or expenses under this agreement may, at the option of the Corporation, be enforced in a like manner as taxes that are due and payable in respect of land owned by the Licensee hereinbefore recited.
2. All notices required to be given by the Corporation to the Licensee or by the Licensee to the Corporation under the provisions of this Agreement, or By-law Number 7750 shall be addressed in the case of the Licensee to the Licensee at _____ and in the case of the Corporation, to the Commissioner of Works and/or the City Clerk, City Hall, P. O. Box 1607, Windsor, Ontario, N9A 6S1 or to such other address as either may from time to time designate.
 3. This Agreement shall be binding upon and enure to the benefit of the Licensee and heirs, administrators, executors, successors and assigns of the Licensee.

SIGNED, SEALED AND

DELIVERED

LICENSEE (owner)

in the presence of

LICENSEE (owner)

(witness)

(date)