

Appendix 6B

STANDARD CUSTODIANSHIP AGREEMENT

THIS CUSTODIANSHIP AGREEMENT made this _____ day of _____, 20____

BETWEEN: THE NATURE CONSERVANCY OF CANADA

(hereinafter called "the Conservancy")

OF THE FIRST PART;

-and

(hereinafter called the "_____")

OF THE SECOND PART.

WHEREAS:

- (a) the Conservancy is the owner of lands and premises in the Township of _____ in the County of _____ in the Province of Ontario, as more particularly described in Appendix "A" hereto ("Property");
- (b) the Property was purchased for conservation purposes and for the protection of the biological diversity, special beauty and educational interest of the Property as part of the heritage of Ontario;
- (c) the parties are desirous that administer and manage the Property on behalf of the Conservancy for the benefit of the people of Ontario.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration the parties hereby covenant and agree as follows:

1. The term of this agreement shall be ninety-nine (99) years from the date hereof and thereafter for successive renewal terms of ninety-nine (99) years subject to earlier termination as hereinafter set out.

2. _____ shall develop, maintain, preserve, administer and supervise the Property for the benefit of the people of Ontario and subject to the approval of the Conservancy acting reasonably and without limiting the generality of the foregoing insofar as reasonably possible the Property shall be maintained in a natural state and the biological diversity thereof shall be preserved and any recreational use shall be subject to such maintenance and preservation.

3. The Conservancy grants to _____ the right to enter on the Property and use the same as reasonably required by the _____ to fulfill the obligations of the _____ hereunder.

4. _____ shall prepare in consultation with the Conservancy a Management Plan for the Property. Insofar as possible _____ and the Conservancy shall reach agreement on the Management Plan on or before _____. Such Management Plan shall be in writing and when completed shall be executed by both parties.
_____ shall manage the Property in accordance with the Management Plan subject to any amendments thereto as may be agreed upon by the parties from time to time, acting reasonably. Until the Management Plan has been executed _____ shall maintain the Property in its current state subject to any new management initiatives, control of access and erection of signs, fences or gates and the construction of buildings and other improvements which have received the prior written consent of the Conservancy.
5. All maintenance and repair costs, utility costs, and the cost of the construction and maintenance of buildings and other structures and improvements and all realty taxes shall be the obligation of and shall be paid for by _____ subject to written agreement otherwise by the parties.
6. All buildings, structures and other improvements shall be the property of _____ until the termination of this agreement for any reason and on such termination shall become the property of the Conservancy provided that the Conservancy on such termination may require _____ to remove any such buildings, structures and improvements in which event _____ shall restore the Property as much as possible to its prior state before such structures and improvements were erected.
7. _____ shall ensure that there is no disturbance of the peace which would cause a nuisance to users of the Property and surrounding areas. _____ shall be responsible for the repair and maintenance of all buildings, structures and improvements on the Property and shall keep the same in good order and condition.
8. _____ shall indemnify and save harmless the Conservancy, its trustees, officers, employees and agents from and against all claims, demands, losses, costs, damages, actions, suits and other proceedings by whoever may sustain, brought or prosecuted in any manner in regard to the use of the Property or by anything done or omitted to be done thereon subject only to anything arising from the negligence of the Conservancy and its trustees, officers, employees and agents.
9. _____ may not assign any of its obligations hereunder without the prior written consent of the Conservancy
10. Any revenue from the Property net of expenses shall be payable to the Conservancy and deposited by the Conservancy in a separate fund for the future benefit of the Property. Provided that if such monies exceed the anticipated cost associated with the Property as determined by the Conservancy, the Conservancy may apply the same to any of its other projects.

11. _____ covenants to ensure that if at any time there is any publicity concerning the project, then, in such publicity, the Conservancy and other organizations and agencies mutually deemed appropriate shall be mentioned and shall be given credit for its participation, it being understood that in any publicity (whether the same be signage or by print or electronic media), the reference to the Conservancy shall as to prominence and details be reasonably proportionate to the contribution made by it. _____ undertakes to provide written notice to the Conservancy of any proposed publicity.

12. _____ shall provide the Conservancy with an annual report of the property with such detail and information which the Conservancy may require acting reasonably and such report shall include the condition thereof, the activities thereon and revenue generated therefrom.

13. If either party should be in breach of the terms hereof the other party may give thirty (30) days written notice to such party to remedy such breach and if the same is not remedied within such period the party upon such notice may by notice in writing declare this agreement to be null and void as the date set out in such notice.

14. Any notice hereunder shall be sufficiently given if in writing and delivered or sent to the other party by first class mail or fax to the person and address set out in the files of the sender as advised by the other been received on the date of delivery, four (4) days after mailing, or the date of the fax, provided if such date of delivery is not a business day the date of delivery shall be deemed to be the next business day.

15. The parties shall execute such further assurances as may be required to give effect to this agreement.

16. This agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors.

IN WITNESS WHEREOF the parties hereto have executed this Agreement

THE NATURE CONSERVANCY OF CANADA

Per: _____

Per: _____

Per: _____