

SCHEDULE A – COMMERCIAL/INDUSTRIAL/INSTITUTIONAL AGREEMENT

LOCK BOX PROGRAM

RE: _____
Windsor, Ontario [the “Premises”]

THIS AGREEMENT made, in triplicate, this _____ day of _____, _____

BETWEEN:

THE CORPORATION OF THE CITY OF WINDSOR

hereinafter called the “City” of the First Part;

and

hereinafter called the “Participant” of the Second Part.

WHEREAS Participant represents that Participant owns, leases or is otherwise entitled to the exclusive possession of the Premises;

AND WHEREAS Participant desires to participate in the “**Lock Box Program**” administered by the City’s Fire & Rescue Services Department , in accordance with Council Resolution Number CR31/2015 as may be amended from time to time (which Policy and amendments are referentially incorporated herein);

NOW THEREFORE in consideration of the recited matters and other good and valuable consideration including the sum of ONE DOLLAR of lawful money of Canada (the receipt and sufficiency whereof are hereby acknowledged) the parties covenant and agree as follows:

1] The Participant shall purchase a lock box from a supplier approved by the City’s Fire & Rescue Services Department. The Participant shall install and maintain the said lock box on the Premises. Said lock box shall be installed by the Participant at a location on the premises approved by the City’s Fire & Rescue Services Department.

2] The Participant shall provide a key to the City's Fire & Rescue Services Department for the said lock box. The City's Fire & Rescue Services Department shall use the lock box key to gain entry into the Premises only in case of fire or suspected fire.

3] The Participant provides the City's Fire & Rescue Services Department shall have, during the time that the Participant participates in the Lock Box Program, the right to enter the Premises by utilizing the key in the lock box, during the term of this agreement. Such right may be exercised by the City's Fire & Rescue Services Department without providing prior notice to the Participant in the event of fire or suspected fire.

4] The Participant HEREBY RELEASES the City, its officers and employees from and against all claims, demands, losses, costs, charges and other proceedings as a result of loss, damage or injury to any person (including death) or property directly or indirectly arising out of the operation of the Lock Box Program. This provision shall survive any termination of this Agreement.

5] This Agreement shall continue until terminated by either party upon the giving of 90 days written notice thereof, provided, however, that in the event of any breach hereof such termination may be made effective on less or no notice as the terminating party deems appropriate.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date first above appearing.

THE CORPORATION OF THE CITY OF WINDSOR

Per: _____
Fire Chief

Participant Name (please print)

Participant Signature

SCHEDULE B – RESIDENTIAL AGREEMENT

RESIDENTIAL LOCK BOX PROGRAM

RE: _____
Windsor, Ontario [the “Premises”]

THIS AGREEMENT made, in triplicate, this _____ day of _____, _____

BETWEEN:

THE CORPORATION OF THE CITY OF WINDSOR

hereinafter called the “City” of the First Part;

and

hereinafter called the “Participant” of the Second Part.

WHEREAS Participant represents that Participant owns, leases or is otherwise entitled to the exclusive possession of the Premises;

AND WHEREAS Participant desires to participate in the “**Lock Box Program**” administered by the City’s Fire & Rescue Services Department, in accordance with Council Resolution CR31/2015 as may be amended from time to time (which Policy and amendments are referentially incorporated herein);

NOW THEREFORE in consideration of the recited matters and other good and valuable consideration including the sum of ONE DOLLAR of lawful money of Canada (the receipt and sufficiency whereof are hereby acknowledged) the parties covenant and agree as follows:

1] The Participant shall purchase a lock box from a supplier approved by the City’s Fire & Rescue Services Department. The Participant shall install and maintain the said lock box on the Premises. Said lock box shall be installed by the Participant at a location on the premises approved by the City’s Fire & Rescue Services Department.

2] The Participant shall provide a key to the City's Fire & Rescue Services Department for the said lock box. The City's Fire & Rescue Services Department shall use the lock box key to gain entry into the Premises only in case of fire or suspected fire.

3] The Participant provides the City's Fire & Rescue Services Department the right to enter the Premises by utilizing the key in the lock box, during the term of this agreement. Such right may be exercised by the City's Fire & Rescue Services Department without providing prior notice to the Participant in the event of fire, suspected fire or medical emergency.

4] The Participant HEREBY RELEASES the City, its officers and employees from and against all claims, demands, losses, costs, charges and other proceedings as a result of loss, damage or injury to any person (including death) or property directly or indirectly arising out of the operation of the Lock Box Program. This provision shall survive any termination of this Agreement.

5] This Agreement shall continue until terminated by either party upon the giving of 90 days written notice thereof, provided, however, that in the event of any breach hereof such termination may be made effective on less or no notice as the terminating party deems appropriate.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date first above appearing.

THE CORPORATION OF THE CITY OF WINDSOR

Per: _____
Fire Chief

Participant Name (please print)

Participant Signature