

**TRANSFER AND ASSIGNMENT AGREEMENT**

**THIS AGREEMENT** dated as of the \_\_\_\_ of May, 2021 (“**Effective Date**”)

**BETWEEN:**

**THE CORPORATION OF THE COUNTY OF BRUCE**  
(hereinafter called “**County**” and “**Assignor**”)

- and –

**HANOVER AND DISTRICT HOSPITAL**  
(hereinafter called “**HDH**” and “**Assignee**”)

**WHEREAS:**

- A. The County purchased Clean Flow Health Care Mini equipment, serial number CFHCM 001-1006-16 (“**Equipment**”) from Clean Works Medical Inc. in April 2020 in anticipation of cleaning its own Personal Protective Equipment however due to Health Canada and Provincial requirements, this initiative became too onerous for the County;
- B. The County has not installed and/or activated the Equipment;
- C. The County is desirous to transfer the Equipment to HDH at no cost to HDH in exchange for HDH agreeing to assume any and all obligations imposed on the County in its purchase contract with Clean Works Medical Inc.; and
- D. HDH has agreed to accept the conveyance of the Equipment and an assignment of the County’s purchase contract with Clean Works Medical Inc. in accordance with and subject to the terms and conditions hereinafter set out.

**NOW THEREFORE** in consideration of the sum of Two (\$2.00) Dollars now paid by each of the parties hereto to the other and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto), the parties hereto hereby covenant and agree as follows:

**RECITALS**

- 1. The Recitals contained in this Agreement are true and correct and are legally binding and form a true part of this Agreement.

## **SCHEDULES**

2. The following schedules (“**Schedules**”) are attached hereto and form part of this Agreement:

**SCHEDULE “A”** – Clean Works Medical Inc. Quotation No. 201006-10 dated April 7, 2020 (“**Quotation**”)

## **INTERPRETATION**

3. The part numbers and headings, subheadings and section, subsection, clause and paragraph numbers are inserted for convenience or reference only and shall not affect the construction or interpretation of this Agreement.
4. This Agreement shall be construed with all changes in number and gender as may be required by the context.
5. References herein to any statute or any provision thereof include such statute or provision thereof as amended, revised, re-enacted and/or consolidated from time to time and any successor statute thereto.
6. All obligations herein contained, although not expressed to be covenants, shall be deemed to be covenants.

## **TRANSFER & ASSIGNMENT**

7. As of the Effective Date, the County hereby absolutely transfers to HDH all of the County’s rights, title and interest in a Clean Flow Health Care Mini equipment, serial number CFHCM 001-1006-16.
8. As of the Effective Date of this Agreement, the County hereby absolutely assigns to HDH all of the County’s rights, covenants, obligations and liabilities under Clean Works Medical Inc. Quotation No. 201006-10 dated April 7, 2020 (“**Quotation**”) attached as **Schedule “A”** hereto.
9. As of the Effective Date of this Agreement, HDH hereby accepts the transfer of the Equipment contained in paragraph 7 hereof and the transfer and assignment of the Quotation contained in paragraph 8 hereof, and hereby agrees that from and after the Effective Date, it will assume, observe, perform, fulfill and be bound by each and every covenant, proviso, obligation, term and condition of the County that is contained in the Quotation in the same manner and to the same extent as if HDH had been the original purchaser under the Quotation.
10. HDH acknowledges that it has read the Quotation and that it agrees to assume all obligations contained therein, in particular, but not limited to, the Maintenance and Monitoring Costs, as identified in sections 2.1 and 13.0 of the Quotation.

11. HDH further acknowledges that there will be a monthly data monitoring review of the Equipment with Clean Works Medical Inc. and that there will be a cost associated with same.
12. Within five (5) business days of the Effective Date, HDH shall arrange for pick up of the Equipment and will be responsible for all costs associated with same.
13. HDH acknowledges that it will be required to contact Clean Works Medical Inc. directly to make any and all arrangements to connect the Equipment. The contact information for Clean Works Medical Inc. is:

Clean Works Medical Inc.  
 5071 King Street, P.O. Box 819  
 Beamsville, Ontario, L0R 1B0  
 Attention: Joe Symons, General Manager  
 Tel: 905 630-6247  
 Email: [jsymons@cleanworkscorp.com](mailto:jsymons@cleanworkscorp.com)

14. The County makes no representations or warranties with respect to the state and/or condition of the Equipment or whether there will be a connection fee associated with the connection/set up of the Equipment.
15. The parties acknowledge and agree that the Equipment is being transferred from the County to HDH on an “as is” basis.
16. The County warrants that the actual cost of the Equipment has been paid for in full and that it is being transferred to HDH free and clear of any and all liens or encumbrances, save and except any obligations contained in the Quotation which HDH has agreed to assume.
17. The County represents that it has full legal rights to transfer the Equipment and the Quotation to HDH.

#### **LEGAL COSTS**

18. The parties are responsible for their own costs and/or expenses associated with the execution of this Agreement.

#### **INDEMNIFICATION**

19. HDH agrees to indemnify and save and hold harmless and defend at its own expense the County, its elected officials, officers, employees and agents from any and all claims, lawsuits, losses, expenses and costs, or any other liability imposed by statute or common law in any way connected to or in any way arising directly or indirectly out of, or in relation to the subject matter of this Agreement, the transfer of the Equipment from the County to HDH and the assignment of the Quotation, occurring from, and after, the Effective Date.

**NOTICE**

20. All notices, requests, demands or other communications by the terms hereof required or permitted to be given by one Party to another shall be given in writing by personal delivery or electronic transmission, or by registered mail, postage prepaid, addressed to the other Party or delivered to the other Party as follows:

(a) to the County:

The Corporation of the County of Bruce  
 30 Park Street  
 P.O. Box 70  
 Walkerton, ON N0G 2V0  
 Attention: Clerk  
 Tel: 519-881-1291  
 Email: [info@brucecounty.on.ca](mailto:info@brucecounty.on.ca)

(b) to HDH:

Hanover & District Hospital  
 90 7<sup>th</sup> Ave,  
 Hanover, ON N4N 1N1  
 Attention: Kim Mighton, Vice President of Finance and Operations  
 Email: [kmighton@hdhospital.ca](mailto:kmighton@hdhospital.ca)  
 Tel: 519-364-2340

or at such other address as may be given by any/either of them to the other in writing from time to time, and such notices, requests, demands, acceptances and other communications shall be deemed to have been received when delivered, or sent by electronic transmission, when received with confirmation, or if mailed, on the fifth (5<sup>th</sup>) business day after the mailing thereof.

**GENERAL PROVISIONS**

21. The parties hereto agree that forthwith after the execution hereof, they will do and perform all such further acts, deeds and things as are necessary to implement this Agreement.
22. The Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior agreements, negotiations, discussions and understandings whether written or oral, between the parties. Except as provided in the Agreement, there are no conditions, covenants, agreements, representations, warranties, acknowledgements or other provisions, express or implied, collateral, statutory or otherwise, that form part of affect the Agreement. The Agreement may only be amended or supplemented by a document executed in writing by both parties.

- 23. If any term of the Agreement is found to be invalid, illegal, or unenforceable by a court having the jurisdiction to do so, that term is to be considered to have been severed from the Agreement and the Agreement remains in force unaffected by that finding or by the severance of that term.
- 24. The Agreement shall be governed by and construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada, applicable thereto.
- 25. The provisions of this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
- 26. The Agreement may be signed in counterparts and by electronic transmission, which shall for all purposes be deemed to be an original, and all such separate counterparts shall together constitute one and the same legally binding instrument.

**IN WITNESS WHEREOF** the Parties have hereunto affixed their corporate seals duly attested to by their proper signing officers in that behalf.

**SIGNED, SEALED AND DELIVERED**

**THE CORPORATION OF THE COUNTY OF BRUCE**

Per: \_\_\_\_\_

Name: Janice Jackson

Title: Warden

Per: \_\_\_\_\_

Name: Donna Van Wyck

Title: Clerk

I/We have authority to bind the Corporation.

**HANOVER AND DISTRICT HOSPITAL**

Per: \_\_\_\_\_

Name:

Title:

Per: \_\_\_\_\_

Name:

Title:

I/We have authority to bind the Hospital

**SCHEDULE "A"**

**INSERT QUOTATION HERE**

DRAFT