## AGREMENT

Made this <u>Alcond</u> day of <u>Mugual</u> 1962, by and between EDWARD <u>Stanley</u> and MARY <u>TODOROWSKY</u> of 45 Hogarth Avenue, Toronto 6, Ontario, OWNERS of the tract of land known as GLEN ECHO And hereinafter so called, comprising the East half of Lot Number 21 in Concession Number 7 in the Township of King, Ontario, hereinafter called the Landowners.

And the TORONTO GYMNOSOPHICAL SOCIETY, a private association of persons devoted to NUDIST recreation, formed on February 28, 1954 as its Minutes show, and represented for the purpose of this Agreement by the Signatories hereto, being those of its Members elected to its Executive Board at its General Meeting of August 27, 1961 at Glen Echo, hereinafter called the Society.

THIS AGREEMENT is made to record and perpetuate the understanding which has existed between the Landowners and the Society since the Landowners purchased and named Glen Echo in 1955 in order to make, of their land and their labour, a beautiful and permanent place for Nudism. The landowners hereby affirm their intention that they and their heirs and assigns shall continue in this purpose under this Agreement with the Society. In the event that it becomes desirable or necessary for the Landowners or their heirs or assigns to dispose of Glen Echo, the Landowners undertake to ensure that the Society shall have first option of purchase of Glen Echo at a price to be agreed or else to be determined by an impartial valuator.

1. The Landowners hereby grant, subject the payments and conditions specified herein, exclusive use of Glen Echo with access at all times, for Nudist recreation and camping and the conduct of the Society's affairs, to the Members of the Society and to such Associate Members, Temporary Members, and Visitors from similar Nudist societies as the Society shall approve and accredit.

2. The Landowners hereby undertake: to maintain Glen Loho in a state suitable for nude sunbathing, swimming, volleyball and such games, children's play, camping in tents and trailers, and similar usual Nudist activities; to designate areas of Glen Loho in which the foregoing activities can be conducted by nude persons of all ages safe from in view of the Public and of persons on adjoining properties, in accordance with the Laws of Canada; to provide and maintain fences and appropriate notices around Glen Echo for the prevention of unintentional tresspass, in accordance with the Laws of Canada relating to nudity; to warn the Society of any condition known to the landowners which seems ltable to make nudity illegal or unsafe in any of the areas of Glen Echo designated for Nudism; and to provide reasonable road access and parking space for Members' and Visitors' cars. 3. The Society hereby undertakes to pay to the landowners, for the use of Glen Echo as herein described, in lawful currency of Canada, an amount of rental based upon the number of, and the time spent at Glen Echo by, the Society's Members, Associate members & Wisiters in accordance with scales to be agreed annually between the Landowners and Executive Board elected for the time being by the Society Members.

4. Any restriction on the number of Members and other persons admitted to Glen -cho, which may become desirable for reasons of overcrowding or overtaxing of facilities, shall be agreed between the Landowners and the Executive Board elected by the Society for the time being.

5. The Society's Members, and Temporary Members, Associate Members, and Visitors accredited by the Society, shall conduct themselves, their admission of new Members and other persons, and their Society. business, generally, in accordance with their Draft Constitution and Bylaws as issued on March 1, 1962, and with the practices established during the Societ's occupancy of Glen Echo from September 11, 1955 to the date of this Agreement.

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The Society's Members, and Temporary Members, Associate Members, and Visitors accredited by the Society, shall obey such rules as the Landowners shall make from time to time for safety of persons, protection of property, sanitation, appearance, and orderly allocation and use of Glen Echo.

7. Neither the Landowners nor the Society whether as a whole or as represented by any of its Executive Board shall be liable for personal injury or lass suffered in Glen Echo by any of the Society's Members, Temporary Members, Associate Members, Visitors, or children accompanying these persons. As a condition of admission to Glen Echo, every Society Member, Temporary Member, Associate Member, and Visitors accredited by the Society shall accept sole and full responsibility for injury or less suffered by himself/herself or his/her children, animals or property; or by children , animals, or property entrusted to or brought into Glen Echo by him/her.

8. The Society shall not do, and shall not induce or give permissin to any person to do, any thing injurious to the Landowners' reputation or relations with duly constituted public authorities.

9. Glen Echo, and all natural growths and features, and fixed works and structures, within it, shall be and remain the property of the Landowners and shall be respected as such. No structure shall be erected in Glen Echo without the express permission of the Landowners.

10. The Landowners shall be and act as Members of the Society, and the Landowners or a person appointed by them shall have voice and one vote in all meetings and business of the Executive Boards from time to time elected by the Society

11. In matters involving all or some considerable number of the Society's Members, the contact between the Landowners and the Society shall be the Executive Board elected by the Society for the time being,

12. This Agreement shall be terminated upon twelve months' notice given by either of the parties hereto to the other, or at any time given by either of the parties. by the mutual consent of the parties. July 17, 1962.

President A. Thompson Cup Vice Decident Cet Decket

Secretary Malasleameion Cur

Areasurer. J. Jeyman : Witnessed by MA Mars. R. Director Dies South Cur

Jurictors M. Marsh Curs

Landowner - E.S. Todorowsky Coli Landowner Mary Lodorowsky Cur

All above signatures wetnessed by GEorge Morin