

## **LEASE AMENDING AGREEMENT**

**THIS AGREEMENT** is dated the 3<sup>rd</sup> day of June, 2024.

**BETWEEN:**

**THE CORPORATION OF THE TOWN OF ESSEX**

(the “**Landlord**”)

- and -

**LEO VISELLI, OPERATING AS ESSEX 73’S HOCKEY CLUB**

(the “**Tenant**”)

**WHEREAS:**

- A.** Landlord and Tenant entered into a lease agreement dated August 2, 2022 (the “**Lease Agreement**”), attached hereto as Schedule ‘A’; and
- B.** The parties wish to amend the Lease Agreement as of the date first set out above.

**NOW THEREFORE**, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties, the parties hereto agree as follows:

### **1. AMENDMENTS TO LEASE AGREEMENT**

- 1.1 Amendments. The Lease Agreement is amended as follows:

Schedule “A” of the Lease Agreement is deleted and expunged in its entirety and replaced with the following:

## Appendix “A” – Advertising Rates Essex Twin Pad Arena

Location	Size	Annual Advertising Rates (Excluding applicable taxes)	
		Libro Rink	Shaheen Rink
Rink Boards	4' x 8'	\$600.00	\$350.00
Rink Wall	4' x 8'	\$400.00	\$250.00
Rink Wall	4' x 4'	\$300.00	n/a
Rink Wall	3' x 8'	\$350.00	n/a
Above Vomitory		\$1,200.00	n/a
Press Box	Full Front	\$1,750.00	n/a
Players or Penalty Boxes	All	\$1,000.00	n/a
Players Bench	2' by 11'	\$600.00	\$550.00
On Ice – Libro Rink	10' x 12'	\$1,200.00	n/a
On Ice – Shaheen Rink	10' x 12'	n/a	\$700.00
<b>Ice Resurficer</b>			
Each Side		\$1,500.00	\$1,500.00
Front Only		\$1,000.00	\$1,000.00
All Sides		\$2,500.00	\$2,500.00
<b>Rate applicable to 73's only</b>			
Ice Making Machine (Newer) Top and Rear Propane Tank Cover		\$1,200.00	n/a

### Notes:

- Advertising rates provided in this schedule will be subject to applicable taxes which must be added to the total price for purpose of payment,
- Advertising rates in this schedule are for the full twelve-month advertising year which commences on September 1 of any year and ends on August 31 of the following year,
- Payments via credit card and monthly payment plans will incur a 5% service fee;
- Any payment plans receiving declined payment and/or non-sufficient funds (NSF) will incur the Town of Essex NSF charge; and
- Discounts on advertising rates for advertisers purchasing more than one advertising space are as follows:

Number of Advertising Spaces Purchased	Discount
Any combination of two (2) advertising spaces (10%)	Ten Percent
Any combination of three (3) or more advertising spaces (15%)	Fifteen Percent

## **2. INTERPRETATION**

2.1 Terminology. All words and expressions defined in the Lease Agreement shall have the same meanings when used herein with all amendments necessary to give effect thereto. Any terms used herein and not specifically defined herein shall have the meaning set forth in the Lease Agreement. Where the two agreements conflict, the definitions contained herein shall govern.

2.2 Number and Gender. All words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case require, and the verb agreeing with the required word and pronoun.

2.3 Headings. The Section, Subsection and Paragraph headings are not to be considered part of this agreement, are included solely for convenience, are not intended to be full or accurate descriptions of the content thereof and are not to be considered in the interpretation of this agreement.

## **SECTION 3 – GENERAL**

3.1 Confirmation. The parties hereby confirm that all other terms, conditions and covenants contained in the Lease Agreement remain in full force and effect save as amended by this agreement.

3.2 Applicable Law. This agreement shall be interpreted according to the laws of the Province of Ontario and the federal laws of Canada applicable therein. Should any dispute of any kind arise in connection with this agreement, including but not restricting the generality of the foregoing, any question in respect of the interpretation, validity, termination or non-termination of this agreement or any renewal thereof, the parties agree to submit to the jurisdiction of the courts of the Province of Ontario exclusively.

3.3 Entire Agreement. Subject to the terms of the Lease Agreement, this agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and its execution has not been induced by nor do any of the parties hereto rely upon or regard as material any representation or writings whatsoever not incorporated herein and made a part hereof and this agreement supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of or between the parties pertaining to the subject matter hereof.

3.4 Schedules. The following Schedules are incorporated in and form part of this agreement:

***Schedule A to By-Law Number 2168, being the Lease Agreement.***

3.5 Successors and Assigns. This agreement shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

3.6 Severability. The provisions of this agreement are severable and the invalidity of any provision of this agreement shall not affect the validity of any other provision contained in this agreement.

3.7 Further Assurances. The parties shall sign such further agreements, assurances, papers and documents and generally do and perform or cause to be done and performed such further and other acts and things that may be necessary or desirable from time to time in order to give full effect to this agreement and every part hereof.

3.8 Counterparts. This agreement may be executed in counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same document. Any signature to this agreement by facsimile or other electronic means shall be deemed to be an original.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date first set out above:

**THE CORPORATION OF THE  
TOWN OF ESSEX**

By: \_\_\_\_\_  
Name: Sherry Bondy  
Title: Mayor

By: \_\_\_\_\_  
Name: Joe Malandrucolo  
Title: Director, Legislative Services

We have authority to bind the  
corporation.

**LEO VISELLI, O/A ESSEX 73's  
JUNIOR HOCKEY CLUB**

By: \_\_\_\_\_  
Witness:

By: \_\_\_\_\_  
Name: Leo Viselli