

**Schedule "A" to By-Law Number 1899**

**The Corporation of the Town of Essex  
By-Law Number 1899**

**Being a by-law to authorize the execution of a Lease Agreement between the Corporation of the Town of Essex as Lessor and Josh DaSilva operating as DaSilva's Academy of Martial Arts as Lessee with respect to the lease of a certain portion of the building located at 243 McAfee Street, Harrow, Ontario and as further identified and described in the Lease Agreement attached hereto as Schedule "A" to this By-Law Number 1899.**

**Whereas** the Corporation of the Town of Essex is the operator of the building located at 243 McAfee Street, Harrow, Ontario (the "Lands");

**And Whereas** the Town of Essex is desirous of leasing a certain portion of the building and accordingly entering into a Lease Agreement with Josh DaSilva operating as DaSilva's Academy of Martial Arts pursuant to the terms and conditions of the Lease Agreement attached as Schedule "A" to this By-Law Number 1899;

**Now therefore** the Council of The Corporation of the Town of Essex hereby enacts as follows:

1. That the Mayor and Clerk are hereby authorized to execute the Lease Agreement between The Corporation of the Town of Essex and Josh DaSilva operating as DaSilva's Academy of Martial Arts for the lease of a certain portion of the building located at 243 McAfee Street, Harrow, Ontario as described in Schedule "A" to this By-Law 1899 a copy of which is attached hereto.

**Read a first, a second and a third time and finally passed on November 16, 2020**

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Mayor

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Clerk

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**This Agreement** made in duplicate this 16<sup>th</sup> day of, November, 2020

**In Pursuance of the Short Forms of Lease Act**

**Between:**

**The Corporation of the Town of Essex**

"Corporation"

**And**

**DaSilva's Academy of Martial Arts**

"DaSilva's Academy"

**Witnesseth:**

**Whereas** the Municipal Act, 2001, S.O. 2001, Chapter 25, provides the Municipality may, for its own purposes, exercise its powers under the culture, park, recreation and heritage sphere of jurisdiction in the Municipality;

**And Whereas** Section 11 provides that the Municipality may pass By-Laws respecting matters relating to culture, parks, recreation and heritage;

**And Whereas** the Corporation is the Operator of the building located at 243 McAfee Street, Harrow, Ontario;

**And Whereas** in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of DaSilva's Academy of Martial Arts to be paid observed and performed, the said Corporation hath demised and leased and by these presents doth demise and Lease unto the said DaSilva's Academy of Martial Arts all that messuage and tenement located in the municipality of Essex and being more specifically described as follows:

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**Harrow Arena Upstairs program space and adjoining storage/all-purpose space totalling two thousand, four hundred and forty-seven square feet (2447 ft. <sup>2</sup>), located at 243 McAfee Street, Harrow, Ontario.**

and being composed of the area as shown on Schedule "A" attached hereto (hereinafter called the "DaSilva's Academy of Martial Arts Lease Space"), **upon the following terms and conditions:**

**To have and to hold** the premises for one (1) year term with the option to continue an additional two (2) years, to be computed from the first day of December 1, 2020, and ending on day 30 of November, 2021.

**Yielding and paying** therefore rental as follows:

Lease for a one (1) year term shall be the sum of \$7,200 including applicable Harmonized Sales Tax (HST) or the monthly rate of \$600 including applicable HST with the Consumer Price Index (CPI) be incorporated into the base rate annually with an annual start date of the first day of December, and the Tenant shall also annually provide monthly rental payments in the form of twelve (12) post-dated cheques based on the recommended renewed rental amount in each subsequent year.

**DaSilva's Academy covenants with the Corporation the following thirteen (13) items:**

1. To pay the rent,
2. To pay any and all costs associated with the reasonable operation of the leased premises,
3. To maintain the premises in a state of cleanliness and to repair any damage caused thereto by his own willful or negligent conduct or that of persons who are permitted on the premises by him,

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4. Not to assign or sublet the premises without the consent of the Corporation, such consent not to be arbitrarily or unreasonably withheld and DaSilva's Academy shall pay the Corporation's reasonable expenses incurred thereby,
5. Not to carry on upon the premises any business that may be deemed a nuisance or by which the insurance on the premises will be increased,
6. To leave the premises in good repair, reasonable wear and tear and damage by fire lightning and tempest only excepted,
7. To undertake and agree to maintain the leased areas located at 243 McAfee Street in good condition and free from litter,
8. Will repair according to notice in writing, reasonable wear and tear and damage by fire lightning and tempest only excepted,
9. Shall throughout the term of this lease, at his own expense, keep in force for the benefit of the Corporation and DaSilva's Academy, comprehensive general liability insurance in respect of injury to or death of one or more persons or property damage with limits of not less than Two Million Dollars (\$2,000,000) per occurrence covering the leased premises described herein. The Corporation of the Town of Essex shall be named as an additional insured in the policy of insurance and the policy shall contain a cross liability and separation clause. Such policy of insurance shall not be changed, cancelled or allowed to lapse without providing the Corporation with thirty (30) days' notice in writing. DaSilva's Academy will provide a Certificate of Insurance for such comprehensive liability insurance upon entering into this Lease Agreement,
10. Shall throughout the term of this lease, at his own expense, keep in force insurance against loss or damage by fire on any equipment, inventory and supplies owned by DaSilva's Academy and maintained on site,
11. Shall not make any alterations, additions or improvements to the leased premises without first submitting the plans and specifications (including materials to be

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used) thereof to the Corporation and without first obtaining approval in writing of the Corporation, such approval may not be unreasonably withheld,

12. To promptly notify the Corporation of any repairs to be made by the Corporation, and upon giving prior notice in accordance with The Commercial Tenancies Act, the Corporation shall be permitted to enter and view the state of repair and to make any such repairs. DaSilva's Academy shall be responsible for any and all applicable inspections, including but not limited to, the Town of Essex Fire and Building Departments, and
13. To permit the Town and its agents' access to areas of the building that can only be accessed through DaSilva's Academy leased space, upon providing reasonable notice to DaSilva's Academy.

#### **The Corporation covenants with DaSilva's Academy:**

1. To provide DaSilva's Academy with quiet enjoyment of the premises, and
2. The Corporation shall, during the term of this Lease and any renewal thereof make structural repairs to the roof, exterior walls, foundations, drains and sewers of the building caused by the structural defect or weakness unless caused by the misconduct or negligence of DaSilva's Academy its agents, servants, invitees or those for whom DaSilva's Academy is at law responsible in which event such repair shall be made by the Corporation at the expense of DaSilva's Academy, the cost of such repairs to be paid by DaSilva's Academy.

**Provided** that DaSilva's Academy is not in breach of the terms of this Agreement, DaSilva's Academy may remove his fixtures, if such removal may be, and is done without injury to the premises.

**Provided** that in the event of damage to the premises by fire, lightning or tempest, rent shall cease until the premises are rebuilt.

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**Provided** that, where the premises become vacant and so remain for a period of thirty (30) days, it shall be presumed that DaSilva's Academy has abandoned the premises and the Corporation may re-enter and take immediate possession of the premises.

**Proviso** for re-entry by the Corporation on non-payment of rent or non-performance of covenants, provided that such re-entry shall, at all times, be in accordance with the provisions of The Commercial Tenancies Act.

**Provided** DaSilva's Academy has not been in default during the term of this Lease and it is mutually agreeable between the Corporation and DaSilva's Academy, DaSilva's Academy shall have and is hereby granted, an option to extend the term of this Lease for an additional two (2) year period at a mutually agreeable rent upon providing such notice is in writing to the Corporation thirty (30) days prior to the end of this Lease term, with such renewal to begin upon the expiration of the term of this Lease without any further right to renew.

**Provided** that the Corporation shall have the right to cancel this Lease Agreement at any time during the term of the Agreement, as a result of declaring the building surplus or determining another use for the building, upon providing notice in writing to DaSilva's Academy thirty (30) days prior to the cancellation of such Agreement.

**It is hereby** declared and agreed that the expressions "Corporation" and "DaSilva's Academy" wherever used in this Indenture, shall, when the context allows, include, be binding on and enure to the benefit of not only the parties hereto, but also their respective executors, administrators and assigns.

**And** it is further agreed between the parties hereto that wherever the singular and masculine are used throughout this Lease they shall be construed as if the plural or feminine had been used, where the context or the party or parties hereto so require, and

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the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered had been made.

The following addresses are provided for the Corporation and DaSilva's Academy for purposes of providing notice:

<b>Corporation:</b>	The Corporation of the Town of Essex 33 Talbot Street South, Essex, Ontario, N8M 1A8 Telephone: 519-776-7336
<b>DaSilva's Academy:</b>	Josh DaSilva, Operating as DaSilva's Academy of Martial Arts 342 Lakewood Drive, Amherstburg, ON N9V 2Y8 Telephone: 519-819-2832

**In Witness Whereof** the said parties hereto have duly executed this Agreement.

**Signed, Sealed and Delivered** in the presence of:

_____	<b>DaSilva's Academy of Martial Arts</b>
_____	_____
Witness as to signature of	Josh DaSilva

**Signed, Sealed and Delivered** in the presence of:

**The Corporation of the Town of Essex**

_____	_____
Witness as to signature of	Mayor, Larry Snively
_____	_____
Witness as to signature of	Clerk, Robert Auger



## **Schedule "A" to By-Law Number 1899**

We have authority to bind the Corporation

### **Receipt of Lease Agreement:**

I hereby acknowledge receiving a duplicate original copy of the herein of the Assignment of Lease Agreement.

**DaSilva's Academy of Martial Arts**

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Josh DaSilva

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Schedule 'A' – DaSilva's Academy of Martial Arts Lease Space

