

**The Corporation of the Town of Essex**

**By-Law Number 2466**

**Being a by-law to authorize the execution of a lease agreement between The Corporation of the Town of Essex and Joe Cammalleri operating as 1st Defense Martial Arts for the operation of a martial arts service and storage space in the lower level at the Essex Recreation Complex located at 242 Talbot Street North, Essex**

**Whereas** The Corporation of the Town of Essex own the property and building located at 242 Talbot Street North, Essex, which have space for lease for the purpose of providing martial arts services to the public,

**And Whereas**, Joe Cammalleri operating as 1st Defense Martial Arts is desirous of leasing space for a martial arts service and storage area in the lower level of the Essex Recreation Complex located at 242 Talbot Street North, Essex (the **“premises”**)

**And Whereas** The Corporation of the Town of Essex is desirous of entering into a Lease Agreement with Joe Cammalleri operating as 1st Defense Martial Arts for the premises.

**Now Therefore** be it resolved that 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 a Lease Agreement between The Corporation of the Town of Essex and Joe Cammalleri operating as 1st Defense Martial Arts for the premises, designated in Appendix “A” to By-Law 2466, attached hereto.
2. **That** this By-Law shall come into full force and effect upon the final passing thereof.

**Read a first, a second and a third time and finally passed on 21st day of July, 2025.**

---

Mayor

---

Clerk

**Schedule "A" to By-Law Number 2466**

**This Lease Agreement** made this 21st day of July, 2025.

**Between:**

**Joe Cammalleri, operating as 1<sup>st</sup> Defense Martial Arts**  
(the "**Lessee**")

**And**

**The Corporation of the Town of Essex**  
(the "**Lessor**")

**Witnesseth:**

**Whereas** the *Municipal Act, 2001, S.O. 2001, Chapter 25* provides a 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 of the *Municipal Act, 2001*, provides that a municipality may pass By-Laws respecting matters relating to culture, parks, recreation, and heritage.

**And Whereas**, the Lessor is a joint owner and operator of the building and storage area located at 242 Talbot Street North, Essex, Ontario.

**And Whereas**, that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the said Lessee to be paid observed and performed, the said Lessor hath demised and leased and by these presents doth demise and lease unto the said Lessee all that messuage and tenement located at the Essex Recreation Complex and consisting of approximately 2120 square feet in the building and storage room located at 242 Talbot Street North, Essex, Ontario as shown on the Appendix "A" attached hereto, (collectively, the "**Premises**"), upon the following terms and conditions:

**To have and to hold** the Premises for a two (2) year term (the "**Initial Term**"), to be computed from August 1, 2025, and ending on July 31, 2027, at which time, if mutually agreed upon by the parties in writing, this Lease may be extended for an additional one (1) year term to be computed from August 1, 2027 to July 31, 2028. During the Initial Term and any extension thereof, the rental amount will be increased year over year in an amount equal to the annual Consumer Price Index as published by The Bank of Canada ("**CPI**").

**Yielding and paying therefore as follows:**

1. Rental for the Premises payable for the first year of the Initial Term shall be sum of Seven Hundred and Thirty-Eight dollars and ninety-two cents (\$738.92) plus Harmonized Sales Tax ("**H.S.T.**") payable in twelve (12) monthly payments of Eight Hundred and Thirty-four dollars and ninety-eight cents (\$834.98) Dollars including H.S.T. (the "**Rental Amount**") due on the first day of each month of the Term, by way of twelve (12) monthly post-dated cheques made payable to the Lessor and remitted on the signing of this Lease Agreement,
2. The Rental Amount payable will be increased year over year in an amount equal to the annual CPI, with such increase to be added to the previous year's Rental Amount. A statement noting such increase and new annual Rental Amount will be forwarded annually by the Lessor to the Lessee,
3. The Lessee agrees to deposit with the Lessor at the time of signing this Lease Agreement, cash, or certified funds equivalent to the sum of the first and last months' rent (the "**Deposit**"),
4. In addition to the Deposit, the Lessee agrees to deposit with the Lessor the sum of one thousand (\$1,000.00) dollars as a damage deposit, (the "**Damage Deposit**") to be held by the Lessor pending a full and final inspection of the Premises described in Appendix "A" hereto as performed by the Manager, Recreation and Culture (the "**Manager**") or other authorized staff of the Manager as appointed by the Manager following the termination of this Lease Agreement with such Damage Deposit being applied at the sole discretion of the Lessor to any damage over-and-above of normal wear and tear to the Premises or used to replace or repair any missing, damaged, broken, dysfunctional or unfunctional Equipment and will refund to the Lessee the remaining Damage Deposit following such deduction of any evaluated loss, damage or destruction to said Premises,

5. The Lessee will immediately notify in writing to the Manager of any problems, issues, concerns, repairs, or damage to the Equipment, or any other equipment, mechanical fixtures, utility services or structures of the Lessor requiring immediate attention,
6. The Lessee will ensure all stock, supplies, and service calls related to the business conducted at the Premises are made under the Lessee's name/business name and at no time shall the Lessee represent that Lessee is acting on behalf of or providing authorization of the Lessor in any capacity,
7. The Lessee agrees to only operate a martial arts business on the Premises and that any variance or change of services must be confirmed and approved, in writing, prior to any variance or change of service by the Manager,
8. The Lessee agrees to provide communications with a qualified supervisor, to the satisfaction of the Lessor, acting reasonably, to direct the work being performed during the hours of operation during the Term including any extensions of this Lease Agreement (a "**Supervisor**"). The Supervisor is expected to address any complaints related to their operations, and further discussions may be required with the Lessor should the Supervisor not adequately address the issue,
9. The Lessee is to ensure the public space outside the Premises area are thoroughly cleaned and sanitized properly, and further ensure all internal garbage is properly disposed in the assigned dumpster area, all to the satisfaction of the Lessor in its sole discretion,
10. The Lessee to provide all cleaning supplies at its sole cost and expense in order to maintain cleanliness and sanitary conditions to the satisfaction of the Lessor in its sole discretion of the Premises, and Equipment,
11. Subject to the *Commercial Tenancies Act*, the Lessor shall be able to apply any sum of monies so deposited by the Lessee with the Lessor pursuant to this Lease Agreement to remedy any default by the Lessee of the terms of this Lease Agreement; and
12. Subject to the *Commercial Tenancies Act*, if the Lessee abandons or vacates the Premises at any time prior to the expiration of the Term, the Lessor shall be permitted to retain absolutely any sum of monies so deposited with the Lessor pursuant to this Lease Agreement.

**The Lessee** covenants with the Lessor:

1. To pay rent,

2. To pay any individually assessed utilities, telephone or cable costs contracted under the Lessee's ownership and assigned to the Premises during the Term,
3. To not make any improvements or renovations to the Premises without the prior approval in writing of the Lessor and to attend and pay for such approved improvements/renovations,
4. To maintain the Premises in a state of cleanliness and to repair any damage caused thereto by the act or neglect of the Lessee, its agents, servants, invitees or those for whom the Lessee is at law responsible,
5. Not to assign or sublet the Premises without the consent of the Lessor, such consent not to be arbitrarily or unreasonably withheld. The Lessee shall pay the Lessor's reasonable expenses incurred therefor,
6. 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,
7. The Lessee will leave the Premises in good repair, reasonable wear and tear to the satisfaction of the Lessor in its sole discretion and damage by fire, lightning and tempest only excepted,
8. That the Lessee will repair to the satisfaction of the Lessor in its sole discretion, according to notice in writing, reasonable wear and tear and damage by fire lightning and tempest only excepted,
9. The Lessor covenants during the Term of this Lease Agreement and any renewal thereof to 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 act or neglect of the Lessee, its agents, servants, invitees or those for whom the Lessee is at law responsible in which event such repair shall be made by the Lessor at the expense of the Lessee, the cost of such repairs to be paid by the Lessee together with an administrative fee of fifteen percent (15%) of the costs of such repairs, as additional rent and upon demand,
10. That the Lessee shall throughout the Term of this Lease Agreement, at its own expense, keep in force for the benefit of the Lessor and the Lessee, 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 five million (\$5,000,000.00) dollars per occurrence and insurance against loss or damage by fire in respect thereof of the demised Premises and any and all improvements and equipment appurtenant thereto, to a value of five million (\$5,000,000.00) dollars under an all-risk policy and covering loss of rent by the Lessee during any reconstruction period, and further, the Lessor must be listed as additionally insured parties therein. The Lessee shall

prior to the Term provide evidence of such insurance to the satisfaction to the Lessor in its sole discretion,

11. The Lessee shall not make any alteration, addition, or improvement without first submitting the plans and specifications (including materials to be used) thereof to the Lessor and without first obtaining the approval in writing thereof of the Lessor, such approval may not be unreasonably withheld,
12. The Lessee shall throughout the term of his lease, at its own expense, keep in full force and effect insurance against loss or damage by fire on any equipment, inventory and supplies owned by the Lessee and maintained on site during the term of this agreement,
13. To promptly notify the Lessor of any repairs to be made by the Lessor, and upon the Lessor giving prior notice in accordance with the *Commercial Tenancies Act*, the Lessor shall be permitted to enter and view the state of repair and to make any such repairs, and
14. To permit the Lessor and its agents to areas of the building that only can be accessed through the rental space, upon providing reasonable notice to the Lessee.

The following addresses are provided for the purpose of providing notice:

**Lessor:** The Corporation of the Town of Essex  
33 Talbot Street South, Essex, Ontario N8M 1A8  
Telephone: 519-776-7336

**Lessee:** Joe Cammalleri operating as 1<sup>st</sup> Defense Martial Arts  
136 Mediterranean Avenue, Amherstburg, ON N9V 3X9  
Telephone: 519-560-0396  
Email: [1stdefense@hotmail.ca](mailto:1stdefense@hotmail.ca)

**Provided** that the Lessee may remove their 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,

**Provided** that, where the Premises become vacant and so remain for a period of thirty

(30) days, it shall be presumed that the Lessee has abandoned the Premises and the Lessor may re-enter and take immediate possession of the Premises,

**Provided** for re-entry by the Lessor 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** that, if the Term hereby granted shall be at any time seized or taken in execution or attachment, by any creditor of the Lessee, or if the Lessee shall make an assignment for the benefit of creditors, or becoming bankrupt or insolvent shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors, the then current rent, together with the rent for three (3) months thereafter, (calculated on the average of the rental paid during the previous six (6) months of the term), shall immediately become due and payable, all subject to the provisions of the *Commercial Tenancies Act*, as amended,

**The** Lessor shall maintain the Premises in a good state of repair and fit for habitation during the herein lease in order the Premises comply with health and safety standards required by law,

**The** Lessor covenants with the Lessee for quiet enjoyment,

**It is hereby** agreed between the parties hereto that if, upon the determination of the lease by effluxion of time, the Lessor permits the Lessee to remain in possession of the Premises and accepts rents in respect thereto, a tenancy from year to year shall not be created by implication of law, but the Lessee shall be deemed to be a monthly tenant only,

**It is hereby** declared and agreed that the expressions "Lessor" and "Lessee" wherever used in this Lease Agreement, shall, when the context allows, include, be binding on and ensure to the benefit of not only the parties hereto, but also their respective executors, administrators, assigns, and those who the parties are at law responsible,

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

In the event that the Lessee has not exercised their option to extend the Term hereof, the Lessee covenants with the Lessor to permit the said Lessor during the last three months of currency of this lease, and any renewal thereof, to put up upon the said Premises, notice of its intention to lease the same; and also to permit during the same time, such person or persons as it may be desirous of leasing the said Premises at the expiration of this lease to visit and inspect the same on written notice to the Lessee, given at least twenty-four hours before the time of entry, which shall be during daylight hours and specified in the notice.

**-Remainder of page intentionally left blank. Signature blocks to follow-**

**In Witness Whereof**, the said parties hereto have set their hands and seals on the date first set out above.

**JOE CAMMALLERI – 1<sup>st</sup> DEFENSE MARTIAL ARTS**

---

**Joe Cammalleri**

**THE CORPORATION OF THE TOWN OF ESSEX**

---

Sherry Bondy, Mayor

---

Joseph Malandrucolo, Clerk

We have the authority to bind the Corporation

# Appendix "A" – Leased Area

## BASEMENT

