

**The Corporation of the Town of Essex**

**By-Law Number 2521**

**Being a by-law to authorize the execution of a lease agreement between The Corporation of the Town of Essex and Jet Wave Inc. for berth space at the Colchester Harbour located at 100 Jackson Street, Harrow, Ontario**

**WHEREAS** The Corporation of the Town of Essex (the “**Town**”) is the operator of the property and buildings located at 100 Jackson Street, Harrow, Ontario, (the “**Premises**”) which includes a harbour with berthage space for watercraft; and

**WHEREAS** the Town and Jet Wave Inc. are desirous of entering into a lease agreement allowing for Jet Wave Inc. to occupy 35 feet of berth space and to provide Jet Wave Inc. with permission to erect a ten-foot by ten-foot (10’ x 10’) tent near the entrance of Dock ‘D’ on 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 Jet Wave Inc., as attached hereto as Schedule “A”; and
2. **That** this By-Law shall come into full force and effect upon the final passing hereof.

**Read a first and second time and provisionally adopted on the 7<sup>th</sup> day of April, 2026.**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

**Read a third time and finally adopted on the 20<sup>th</sup> day of April, 2026.**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

**Schedule "A" to By-Law Number 2521**

**THIS LEASE AGREEMENT** made this 20<sup>th</sup> day of April, 2026,

**BETWEEN:**

**THE CORPORATION OF THE TOWN OF ESSEX**  
(the "**Lessor**")

**and**

**JET WAVE INC.**  
(the "**Lessee**")

**WITNESSETH:**

**WHEREAS** the *Municipal Act, 2001*, S.O. 2001, c. 25, provides that a municipality may for its own purposes, exercise its powers under the culture, park, recreation, and heritage sphere of jurisdiction in the municipality;

**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 the operator of the premises located at the Colchester Harbour, 100 Jackson Street, Harrow, Ontario (the "**Harbour**"); 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 by these presents doth demise and lease unto the said Lessee all that messuage and tenement located in the berth of the Harbour consisting of approximately thirty five (35) linear feet, and a ten by ten (10 x 10) foot location located near the entrance of Dock 'D' on the Harbour for the installation of a tent (the "**Tent**"), as more specifically shown on Appendix "A" attached hereto, (collectively the "**Premises**") upon the following terms and conditions:

**To have and to hold** the Premises for an initial term of one hundred and sixty five (165) days (the "**Initial Term**"), to be computed from May 1, 2026, and ending on October 12, 2026, at which time, if mutually agreed upon by the parties in writing, this Lease may be renewed annually upon the mutual consent of the Lessor and Lessee for up to three (3) additional years, beginning on May 1 of each such additional year and ending on Canadian Thanksgiving Monday of each such additional year (each, a "**Renewal Term**"), provided that such Renewal Term is agreed to by the Lessor and Lessee prior to January 1 of each such additional year. During any Renewal Term, the rental amount will be increased year over year by the rate of the annual Consumer Price Index as published by The Bank of Canada ("**CPI**"). The Initial Term and any Renewal Term shall be collectively referred to herein as the "**Term**".

**Yielding and paying therefore as follows:**

1. Rental for the Premises payable for the Initial Term shall be sum of three-thousand dollars (\$3,000.00) including Harmonized Sales Tax (the "**Rental Amount**") due and payable upon the signing of this Lease Agreement;
2. For each Renewal Term, the Rental Amount, as increased to account for annual changes to CPI, shall be paid by the Lessee to the Lessor prior to the first (1<sup>st</sup>) day of February of the Renewal Term year. A statement noting such increase and new Rental Amount will be forwarded annually by the Lessor to the Lessee;
3. The Lessee will immediately notify in writing to the Lessor's Manager of Parks and Facilities of any problems, issues, concerns, repairs, or damage to equipment, or any other mechanical fixtures, utility services or structures of the Lessor requiring immediate attention;
4. 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 and at no time shall the Lessee represent that Lessee is acting on behalf of or providing authorization of the Lessor in any capacity;
5. The Lessee agrees to only operate a pleasure craft rental 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 Lessor's Director, Community Services;

6. The Lessee agrees to provide the Lessor with the name and contact information of a qualified supervisor, to the satisfaction of the Lessor, acting reasonably (a "**Supervisor**"). The Supervisor is expected to address any concerns by the Lessor related to the operations of the Lessee at the Premises. If such concerns are unaddressed by the Supervisor, Lessor shall be provided with direct contact with the Lessee in order to address such concerns;
7. The Lessee will ensure a staff member is on site at all times while the service is in operation, to ensure safety, compliance, and address and concerns that may arise;
8. The Lessee is to ensure that the space within and adjacent to the Premises area is thoroughly cleaned, and further ensure all garbage and recycling is properly disposed in the assigned dumpster area, all to the satisfaction of the Lessor in its sole discretion;
9. 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 any equipment located therein;
10. The Lessee agrees to erect and take down the Tent by sunset each day as it will not be permitted to remain open overnight. During the day, the Tent must be secured, to the satisfaction of the Lessor, to ensure it does not blow away or cause potential harm to other patrons or property;
11. The Lessee understands that there will be no power supply available to the Tent, and while Wi-Fi/internet may be made available by the Lessor, the Lessor is not responsible for disruptions to Wi-Fi/Internet services;
12. 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
13. 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 the Rental Amount as specified above,
2. To not make any improvements or renovations to the Premises without prior approval in writing of the Lessor and to attend to and pay for such approved improvements/renovations,

3. 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,
4. Not to assign or sublet the Premises without the consent of the Lessor, in the Lessor's sole discretion. The Lessee shall pay the Lessor's reasonable expenses incurred therefor,
5. Not to carry on upon the Premises any business that may be deemed a nuisance nor conduct any activities by which the insurance of the Lessor may be increased,
6. The Lessee will leave the Premises in good repair with reasonable wear and tear to the satisfaction of the Lessor in its sole discretion and damage by fire, lightning and tempest only excepted,
7. That the Lessee will repair to the satisfaction of the Lessor in its sole discretion, according to notice in writing, reasonable wear and tear, with damage by fire, lightning and tempest only excepted,
8. 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, inventory, supplies and equipment appurtenant thereto, to a value of two million (\$2,000,000.00) dollars under an all-risk policy and covering loss of rent by the Lessee during any reconstruction period. Further, the Lessor must be listed as an additionally insured party therein. If required by law in order to operate, the evidence of insurance provided to the Lessor shall include and detail any applicable marine insurance policy in place. The Lessee shall prior to the Term and on January 1 of each year of the Term provide evidence of such insurance via a Certificate of Insurance to the satisfaction to the Lessor in its sole discretion,
9. 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, in the sole discretion of the Lessor,
10. 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,

11. To permit the Lessor and its agents and assigns to areas of the facility that can only be accessed through the Premises, upon providing reasonable notice to the Lessee,
12. The Lessee shall ensure the participants are briefed on water safety and watercraft laws/regulations at both the provincial (Ontario) and federal (Canada) level, both within and outside of the Harbour, which include but are not limited to no-wake zones, emergency procedures, safe operation and safe rider conduct,
13. The Lessee will ensure that all participants are properly instructed on use of the pleasure craft, which includes starting, stopping, docking, and emergency safety procedures,
14. The Lessee will ensure that all participants wear, at all times on the dock and on the pleasure craft, an approved lifejacket with certification for use in Canada,
15. The Lessee will ensure that all pleasure craft are in safe working order, with regular inspections, and fulfill the Canadian regulations for safety and necessary safety/emergency equipment,
16. The Lessee will ensure that all participants follow Harbour regulations, which include but are not limited to docking locations, no swimming zones, no wake zones, no watercraft zones and speed limitations,
17. The Lessee understands that the beach does not permit watercraft within 200 meters, and this will be relayed to the participants,
18. The Lessee will monitor current and projected weather reports to ensure participants do not utilize the pleasure craft during unsafe conditions,
19. The Lessee will ensure they have an emergency action plan in case of emergencies or sudden change of weather conditions,
20. The Lessee will only operate between the hours of 9:00 AM and 9:00PM,
21. The Lessee will ensure that the participants are not under the influence of alcohol or drugs, or impaired in any way,
22. The Lessee will comply with the regulations contained in the Colchester Harbour's Terms and Conditions, which may be amended from time to time,
23. The Lessee will ensure that all refueling of pleasure craft is done at the Colchester Harbour fueling station,
24. The Lessee agrees that any repairs and maintenance done to the pleasure craft will be done outside of the water,

25. The Lessee will ensure commitment to the environment by ensuring no contamination to water quality, ensuring participants are educated on local wildlife, and that participants are aware of methods to protect the shorelines,
26. All of the operations conducted by or on behalf of the Lessee at the Premises shall comply with all applicable rules, regulations and requirements, as well as all municipal, provincial and federal laws; and
27. The Lessee will provide their terms and conditions, training program, and participant liability waiver if applicable, to the Lessor for review and approval to verify all requirements contained herein have been met.

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  
Attention: Clerk

**Lessee:** Jet Wave Inc.  
1606 Kenora Street, Windsor, Ontario, N9B 3X8  
Telephone: 519-992-2233

**Provided** that should the Lessee breach a term of this Lease Agreement, the Lessor shall be entitled to immediately terminate this Lease and Lessor may re-enter and take immediate possession of the Premises,

**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 during the Term, 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 the covenants of this Lease Agreement, 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 use during the herein Term in order the Premises to comply with health and safety standards required by law,

**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 enure 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 Agreement, 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 Agreement to visit and inspect the same on written notice to the Lessee, given at least twenty-four (24) hours before the time of entry, which shall be during daylight hours and specified in such notice.

This Lease Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties pertaining to such subject matter. There are no warranties, representations or other agreements between the parties in connection with the subject matter hereof except those specifically set out herein. The execution of this Lease Agreement has not been induced by, nor do any of the parties rely upon or regard as material, any representations not included in this Lease Agreement. No supplement, modification or waiver of this Lease Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Lease Agreement shall be deemed or shall constitute a waiver or any other provision (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

This Lease Agreement may be executed in several counterparts, each of which, when so executed, shall be deemed to be an original and which counterparts together shall constitute one and the same Lease Agreement. This Lease Agreement may be executed by facsimile or pdf, and any signature contained hereon by facsimile or pdf shall be deemed to be equivalent to an original signature for all purposes.

This Lease Agreement herein is governed by the laws of the Province of Ontario and the parties irrevocably attorn to the courts of that province, and agree that any proceeding in relation to this Lease Agreement shall be commenced in a court located in the County of

Essex.

**-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.

**THE CORPORATION OF THE TOWN OF ESSEX**

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

Name: Sherry Bondy

Title: Mayor

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

Name: Joe Malandrucolo

Title: Clerk

We have authority to bind the corporation.

**Jet Wave Inc.**

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

Name: Haider Al-Twaini

I have authority to bind the corporation.

## Appendix "A" – Leased Area

