

**Schedule "A" to By-Law Number 1927**

**This Agreement** made in duplicate this 6th day July, 2020

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

**Between:**

**The Corporation of the Town of Essex**

"Corporation" or "Lessor"

**Learning in Friendship and Equality (LIFE)**

**Represented by Lea Anne Shepley**

"Lessee"

**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 owner and Lessor Operator of the building located at 50 Fairview Avenue West, Essex, Ontario;

**And Whereas** in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of LIFE to be paid observed and performed, the said Corporation hereby demises and leases unto the said LIFE all those lands and/or buildings located in the municipality of Essex and being more specifically described as follows:

Kinsmen Fieldhouse indoor all-purpose space totalling 1294  
square feet located at 50 Fairview Avenue West, Essex

and being composed of the area as shown on Schedule "A" attached hereto (hereinafter called the "premises" or the "LIFE Leased Space"), upon the following terms and conditions:

**To have and to hold** the premises for a one (1) year term (subject to an option for a further term of two (2) years as herein further described below), to be computed from the first day of August 2020, and ending on the 31<sup>st</sup> day of July, 2021.

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

The initial rental amount ("base rate") for the Lease for the initial one (1) year term shall be the sum of \$5,424.00 including Harmonized Sales Tax (HST) or the monthly rate of \$452.00

## Schedule "A" to By-Law Number 1927

including applicable HST due and payable on the 1<sup>st</sup> day of the initial term and continuing monthly thereafter for the duration of this lease. If the option to lease for a further term of two years is exercised then the rental amount thereafter shall be the base rate but with the applicable Consumer Price Index (CPI) to be further incorporated into the base rate annually commencing on the first day of July of each annual renewal of this lease.

The Tenant shall also annually on the first anniversary date of each year of this lease provide monthly rental payments in the form of twelve post-dated cheques based on the applicable rental amount in each year of this Lease.

In the event that any payments required to be made by the Lessee hereunder are not paid when due then interest at the rate of 1.25 percent per monthly from the date when such overdue amounts were due to the date when such overdue amounts are paid shall accrue and due and payable as additional rent pursuant to this lease.

### **LIFE covenants with the Corporation as follows:**

1. To pay the rent when due and payable,
2. To pay any and all costs associated with the reasonable operation of the leased premises but excluding those charges for utilities relating to heat, air-conditioning (if provided), hydro, water, gas, electricity consumed in the Premises. Lessee acknowledges that Lessor shall not be liable for any interruption or failure in the supply of any such utilities to the Premises.
3. Lessee, except as herein otherwise specifically provided, shall, at Lessee's expense, repair, maintain and keep the Demised Premises and every part or portion thereof, in good, substantial repair and condition,
4. Not to assign or sublet the premises without the consent of the Corporation, such consent not to be arbitrarily or unreasonably withheld and LIFE shall pay the Corporation's reasonable expenses incurred thereby,
5. Not to carry on upon the premises any activities that may be deemed a nuisance or unlawful or by which the insurance on the premises will be increased, and further not to carry on any other business or activities other than the normal operations of LIFE without the consent of the Corporation, such consent not to be arbitrarily or unreasonably withheld.
6. To leave the premises in good repair, reasonable wear and tear and damage by fire lightning and tempest only excepted,

## Schedule "A" to By-Law Number 1927

7. To maintain the premises including the exterior areas located at 50 Fairview Avenue West, Essex, including all common areas, in good condition and free from litter.
8. That it has inspected the Premises and conducted such examinations and tests as it deems desirable. The Lessee LIFE acknowledges that the Lessor does not warrant or represent the condition of the Demised Premises to the Lessee, and the Lessee accepts the Demised Premises in its present condition.
9. That, except as herein otherwise specifically provided, LIFE assumes the entire responsibility for the condition, operation, maintenance and management of the interior the Demised Premises and Lessor shall have no responsibility whatsoever for same or for damage to the Lessee's property in and upon the Demised Premises under any circumstances whatsoever.
10. That if, after reasonable notice given by the Lessor to the Lessee, the Lessee refuses or neglects to repair properly and promptly as required hereunder and to the reasonable satisfaction of the Lessor, the Lessor may make such repairs without liability to the Lessee for any loss or damage that may accrue to the Lessee's merchandise, fixtures or other property or to the Lessee's business by reason thereof, and upon completion thereof the Lessee shall pay the Lessor's costs for making such repairs upon presentation of a bill therefor, as rent.
11. That it shall throughout the term of this lease, at its own expense, keep in force for the benefit of the Corporation and LIFE, 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. LIFE will provide a Certificate of Insurance for such comprehensive liability insurance upon entering into this Lease Agreement,
12. That it shall throughout the term of this lease, at its own expense, keep in force insurance against loss or damage by fire on any equipment, inventory and supplies owned by LIFE and maintained on site,
13. That it will indemnify Lessor and save Lessor harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the premises or any part thereof, or occasioned wholly or in part by any act or omission

## Schedule "A" to By-Law Number 1927

of Lessee, or Lessee's agents, contractors, employees, servants, licensees, invitees or the Lessor.

14. That it shall not make any alterations, additions or improvements to the leased premises at its own expense without first submitting the plans and specifications (including materials to be used) thereof to the Corporation and without first obtaining approval in writing of the Corporation, such approval may not be unreasonably withheld. LIFE shall further covenant be responsible for any applicable fees and all applicable inspections and the costs thereof, including but not limited to, those of the Town of Essex Fire and Building Departments
15. To permit the Town and its agents' access to areas of the building that can only be accessed through the LIFE rental space, upon providing reasonable notice to LIFE.
16. LIFE is a duly incorporated not-for profit corporation whose not-for profit and corporate status is and shall remain in good standing for the duration of this lease.

### **The Corporation covenants with LIFE**

1. To provide LIFE with quiet enjoyment of the premises, and
2. The Corporation shall, during the term of this Lease and any renewal thereof make any required 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 LIFE, its agents, servants, invitees or those for whom LIFE is at law responsible in which event such repair shall be made by the Corporation but at the expense and cost of LIFE.

**Provided** that LIFE is not in breach of the terms of this Agreement, LIFE 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.

**Provided** that, where the premises become vacant and so remain for a period of thirty (30) days, it shall be presumed that LIFE 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.

## Schedule "A" to By-Law Number 1927

**Provided** LIFE has not been in default during the term of this Lease and it is mutually agreeable between the Corporation and LIFE, LIFE shall have and is hereby granted, an option to extend the term of this Lease for an additional 2 year period upon providing such notice in writing to the Corporation 90 days prior to the end of this Lease term, with such renewal to begin upon the expiration of the term of this Lease. If the option to lease for a further term of two years is exercised then the rental amount thereafter shall be the base rate but with the applicable Core Consumer Price Index (CPI) as of December 31 of the previous year plus Harmonized Sales Tax (HST) to be further incorporated into and added to the base rate annually commencing on the first day of July of each annual renewal of this Lease.

**Provided** that, if at the end of the Term of the lease or any renewal thereof, whether by effluxion of time or any other reason, the Lessor permits Lessee to remain in possession of the Premises and accepts rent 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 Lessee only subject in all respects to the provisions of this Lease.

**Provided** that the Corporation shall have the right to cancel this Lease Agreement at any time during the term of the Agreement for reason of any default by Lessee under this lease such default being a failure to pay rent when due or a failure to perform its covenants or any other of its obligations under this lease and such default has not been remedied within 5 days written notice of such default.

**Provided** further 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 LIFE of at least ninety (90) days.

**It is hereby** declared and agreed that the expressions "Corporation" and "LIFE" 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 the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered had been made.

Lessor and Lessee acknowledge and agree that each has joined in and contributed to the drafting of this Lease and as a result there shall be no presumption in construing the provisions of this Lease favoring or burdening either Lessor or Lessee based upon draftsmanship or

**Schedule "A" to By-Law Number 1927**

similar rule of construction. Lessor and Lessee further acknowledge and agree that each have had the opportunity to consult and obtain independent legal and professional advice in conjunction with this lease and its obligations thereto.

This Lease may be executed in any number of separate counterparts, each of which, when executed and delivered, shall be an original, but such counterparts shall together constitute one and the same document. Delivery of an executed counterpart of this Lease with a facsimile signature shall have the same binding effect as delivery of an executed original.

The following addresses are provided for the Corporation and LIFE for purposes of providing notice:

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

**Organization Name:** Lea Anne Shepley  
238 County Road #27  
Cottam, Ontario NoR 1Bo  
Telephone: 519-791-1532

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

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

Learning in Friendship and Equality (LIFE)

\_\_\_\_\_  
Witness as to signature of

\_\_\_\_\_  
**Lea Anne Shepley, Owner**

I have authority to bind the Corporation

**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**

We have authority to bind the Corporation

**Receipt of Lease Agreement:**

**Schedule "A" to By-Law Number 1927**

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

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Date of Signature

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**Lea Anne Shepley, Owner**

Schedule 'A' – LIFE Leased Space

