

# LEASE

Made this 28<sup>th</sup> day of May, 2018.

**BETWEEN:**

**THE CORPORATION OF THE TOWN OF NEW TECUMSETH**

(the "Landlord")

- and -

**ALLISTON BUSINESS IMPROVEMENT ASSOCIATION**

(the "Tenant")

WHEREAS the Landlord is the owner of certain lands and premises known as the Alliston Monument Works Building located at 51 Victoria Street East, Alliston, Ontario, and being legally described as Part of Lot 17, South Side of Victoria Street, Plan 205, being Part 1 on Reference Plan 51R-35899, Town of New Tecumseth (the "Premises");

AND WHEREAS the Alliston Monument Works Building located on the Premises has been designated pursuant to Section 29 of the *Ontario Heritage Act* and it is the intention of the parties that the use of the said building be undertaken in such a manner as to continue to preserve its heritage characteristics which are primarily the exterior features of the said building;

AND WHEREAS the parties acknowledge that the Lease of the Premises to the Tenant is designed to promote community use and benefits with the result that terms and restrictions have been imposed accordingly;

NOW THEREFORE IN CONSIDERATION of the rents, covenants and obligations stipulated herein, the Landlord and the Tenant have agreed to enter into a Lease of the Premises upon the following terms and conditions:

1. GRANT OF LEASE:

(1) The Landlord leases the Premises to the Tenant for a term of ten (10) years computed from the first day of June, 2018 and ending on the 31<sup>st</sup> day of May, 2028, with the right to renew the Lease for a further term upon such terms and conditions and for such a period as may be agreed upon at that time.

2. RENT:

(1) Rent means the amounts payable by the Tenant to the Landlord pursuant to this section and includes Additional Rent.

(2) The Tenant covenants to pay to the Landlord, during the term of this Lease, rent in the amount of Two Dollars (\$2.00) of lawful money of Canada per year for each and every year of the Lease commencing on the 1<sup>st</sup> day of June, 2018.

(3) The Tenant agrees to pay as Additional Rent, the following expenses related to the Premises:

- i. Utilities, including but not limited to all costs and charges for water and sewer rates, gas, electricity, telephone, cable, internet and other

electronic services, or any other utility charges associated with the use of the Premises;

- ii. Services supplied to the Premises, provided that this does not in any way oblige the Landlord to provide any services, unless otherwise agreed in this Lease; and
- iii. Maintenance;

(4) If any of the foregoing charges in sub-paragraph (3) are invoiced directly to the Tenant, the Tenant shall pay same as and when they become due and produce proof of payment to the Landlord immediately if requested to do so, but the Tenant may contest or appeal any such charges at the Tenant's own expense.

3. USE:

(1) During the Term of the Lease, it is intended that the Premises will be used as office and meeting space for community and other non-profit groups, pursuant to which the Tenant will be entitled to charge a reasonable rental fee to users of the Premises in order to cover costs including recovery of renovation and maintenance costs.

(2) The Tenant will not permit the Premises to be sub-let or used for commercial rental purposes without the approval of the Landlord.

(3) The Tenant will not do or permit to be done on the Premises any business or activity that may:

- (a) Constitute a nuisance
- (b) Cause damage to the Premises;
- (c) Cause injury or annoyance to occupants of neighbouring premises;
- (d) Make void or voidable any insurance upon the Premises; or
- (e) Constitute a breach of any by-law, statute, order or regulation of any municipal, provincial or other competent authority relating to the Premises.

4. ASSIGNMENT:

(1) The Tenant will not assign or sub-let the Premises without the consent of the Landlord which may not be withheld unreasonably.

(2) Any assignment or sub-let of the Premises will not relieve the Tenant from its obligations under this Lease including the obligation to pay rent.

(3) The consent of the Landlord to any assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting.

5. REPAIR AND MAINTENANCE:

(1) The parties acknowledge that in order to make the Premises usable, it will be necessary to conduct reasonably extensive renovations and repairs to the interior of the Premises which will be undertaken by the Tenant subject to the approval of the Landlord. The Tenant will pay for the costs of the said renovations and repairs.

ABIA MONUMENT BUILDING LEASE

- (2) During the Term of the Lease, the Tenant will continue to maintain the interior of the Premises in a state of cleanliness and to repair any damage caused thereto.
- (3) The Tenant will permit the Landlord, or a person authorized by the Landlord, to enter the Premises from time to time to examine the state of repair and ensure that the Tenant is maintaining its obligation. If the Tenant refuses to keep the Premises in good repair, the Landlord will be entitled to make such repair and charge it back to the Tenant.
- (4) The Tenant will immediately give notice to the Landlord of any substantial damage that occurs to the Premises from any cause.
- (5) During the term of the Lease, the Tenant will not make any alterations or additions to the Premises without obtaining the approval of the Landlord.
- (6) The Landlord will be responsible for exterior repairs and improvements provided that if the cost of structural work becomes, in the opinion of the Landlord, prohibitive and the expenditure unwarranted, then the Landlord may terminate the Lease agreement and each party will be released from all obligations herein contained.

6. INSURANCE AND INDEMNIFICATION

- (1) During the Term of this Lease and any renewal thereof the Landlord and shall maintain with respect to the Premises, insurance coverage insuring against liability for bodily injury or death or property damage sustained by third parties up to such limits as the Landlord deems advisable
- (2) The Tenant will carry insurance against the risk of damage to the Tenant's property within the Premises caused by fire or other perils shall provide proof of insurance to the Town on an annual basis, and at any time upon request of the Town. It is agreed that the Town may carry insurance according to its own discretion and as it deems appropriate. The Insurance Policy shall not be altered, cancelled, expired or lapsed, without thirty (30) days prior written notice to the Town.

7. DAMAGE TO THE PREMISES:

- (1) If the Premises are damaged or destroyed, in whole or in part, by fire or other peril, and the Landlord decides not to repair the damage or rebuild, this Lease shall terminate and each party shall be released from all obligations herein contained.
- (2) In the event that the Premises can be repaired or rebuilt within a reasonable time, then the rent to be paid in accordance with the Lease shall abate as the Landlord rebuilds the Premises at which time the terms of the Lease will resume.

8. DEFAULT:

- (1) An Act of Default has occurred when the Tenant has breached its obligations under this Lease, and the Landlord has given notice specifying the nature of the default and the steps required to correct it and the Tenant has failed to correct the default as required by the notice; or
- (2) The Tenant has become insolvent, has been dissolved or leaves the Premises vacant for a period of thirty (30) consecutive days.

ABIA MONUMENT BUILDING LEASE

- (3) Where an act of default occurs, the Landlord is entitled to terminate the Lease and re-enter the Premises.

9. TERMINATION UPON NOTICE AND AT END OF TERM:

- (1) If the Premises are expropriated or condemned by any competent authority, the Landlord will have the right to terminate this Lease by giving ninety (90) clear days' notice in writing to the Tenant.
- (2) The Tenant agrees to permit the Landlord during the last three (3) months of the Term of this Lease to display "For Rent" signs at the Premises and to show the Premises to prospective new Tenants.
- (3) If the Tenant remains in possession of the Premises after termination of this Lease, it is agreed that the over-holding by the Tenant shall create a monthly tenancy only subject to all of the terms and conditions of this Lease except any extension of the Term.
- (4) All fixed improvements made by either party to the interior or exterior of the Premises will become the property of the Landlord without compensation for same.

10. NOTICE

- (1) Any notice required or permitted to be given by one party to the other pursuant to the terms of this Lease may be given

To the Landlord at:

The Clerk  
The Corporation of the Town of New Tecumseth  
Municipal Offices  
10 Wellington Street East, Box 910  
Alliston, Ontario  
L9R 1A1  
Telephone: 705-435-6219  
Fax: 705-435-2873

To the Tenant at the Premises or at:

c/o Chair  
Alliston Business Improvement Association  
51 Victoria St. E.  
Alliston, Ontario  
L9R1L5  
Telephone: 705-435-1787  
Email: info@allistonbia.com

- (2) The above addresses may be changed at any time by giving ten (10) days written notice.
- (3) Any notice given by one party to the other in accordance with the provisions of this Lease shall be deemed conclusively to have been received on the date delivered if the notice is served personally or seventy-two (72) hours after mailing if the notice is mailed, or on the next business day if faxed.

ABIA MONUMENT BUILDING LEASE

11. REGISTRATION:

(1) The Tenant shall not at any time register notice of or a copy of this Lease on title to the property of which the Premises form part without consent of the Landlord.

12. INTERPRETATION

(1) The words importing the singular number only shall include the plural, and vice versa, and words importing the masculine gender shall include the feminine gender, and words importing persons shall include firms and corporations and vice versa.

(2) Unless the context otherwise requires, the word "Landlord" and the word "Tenant" wherever used herein shall be construed to include the executors, administrators, successors and assigns of the Landlord and Tenant, respectively.

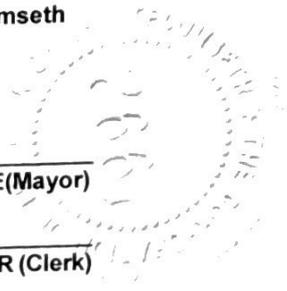
(3) When there are two or more Tenants bound by the same covenants herein contained, their obligations shall be joint and several.

IN WITNESS of the foregoing covenants the Landlord and Tenant have executed this Lease.

The Corporation of the Town of New Tecumseth  
Per:

  
\_\_\_\_\_  
RICK MILNE (Mayor)

  
\_\_\_\_\_  
CINDY MAHAR (Clerk)



ALLISTON BUSINESS IMPROVEMENT  
ASSOCIATION

Per:

  
\_\_\_\_\_  
(President)

  
\_\_\_\_\_  
(Secretary)

05/02/18