

THIS AGREEMENT made in duplicate this ____ day of ____, 20__.

BETWEEN:

THE CORPORATION OF THE TOWN OF TILLSONBURG,

Hereinafter called the Lessor, of the First Part,

-and-

Doug Holman as Tillsonburg Skate Shop

Hereinafter called the Lessee, of the Second Part,

AND WHEREAS the Lessor owns the Tillsonburg Community Centre,

AND WHEREAS the Lessor is desirous of renting the skate sharpening room to a qualified operator to provide skate sharpening services to the users of the Tillsonburg Community Centre;

NOW THEREFORE THE PARTIES, in consideration of the mutual covenants and agreement hereinafter set out, hereby agree as follows:

1. DEFINITIONS

- a. "Skate Shop" shall mean the Skate Sharpening Shop to which this Agreement applies.
- b. "Facility" shall mean the Tillsonburg Community Centre in its entirety.

2. RIGHT TO PROVIDE SKATE SHARPENING SERVICES

The Lessor grants to the Lessee exclusive rights to sell skate sharpening services within the facility in this Agreement.

3. LEASE TERM

The Lease Term is effective beginning May 1, 2019 and ending April 30, 2024, unless terminated under the provisions of Paragraphs 26, as applicable.

The Lease Term can be extended for an additional three (3) years, subject to approval by the Lessor in their sole and absolute discretion, upon receipt by the Lessor of written notice thirty (30) days prior to May 1, 2019. If accepted by the Lessor within forty-five days, unless otherwise negotiated, the same rates and terms shall apply except that the contract shall be amended to extend the termination date.

4. RENT

The Lessee agrees to pay the rent as outlined below:

Year	January - March	April - August	September - December	Total per calendar year
2019	N/A	\$ 56.50/mnth ⁱ	\$350.30/mnth	\$1,627.20
2020	\$350.30/mnth	\$ 56.50/mnth	\$350.30/mnth	\$2,734.60
2021	\$350.30/mnth	\$ 56.50/mnth	\$350.30/mnth	\$2,734.60
2022	\$350.30/mnth	\$ 56.50/mnth	\$367.25/mnth	\$2,802.40
2023	\$367.25/mnth	\$ 56.50/mnth	\$367.25/mnth	\$2,853.25
2024	\$367.25/mnth	\$ 56.50/mnth ⁱⁱ	N/A	\$1,158.25

- i. Lease begins May 2019
- ii. Lease ends April 2024

5. UTILITY COSTS

The utility costs are built within the monthly rent payment.

6. SECURITY DEPOSIT

The Lessee shall, at the time of signing the Contract, deposit the sum of Two Hundred & Fifty Dollars (\$250.00) in cash or certified cheque with the Lessor to ensure that the building is left in a condition satisfactory to the Lessor. The deposit will be refunded to the Lessee after the final year upon satisfactory inspection of the building or upon termination of the Contract.

7. FINANCIAL TERMS

The security deposit is due upon execution of the lease agreement.

The Lessor shall not be responsible to cover any operational losses, in whole or in part, at any time during the Agreement regardless of any circumstances that may arise in the operation of the Skate Sharpening Shop premises.

The Lessee shall also keep such other records as are necessary to perform its duties efficiently and in accordance with the laws of Canada and the Province of Ontario, including daily and annual revenue statements, and shall produce these records for inspection when requested by authorized representatives.

8. HOURS OF OPERATION

The Lessee will operate the Skate Shop within the normal hours of operation of the Tillsonburg Community Centre.

Hours of operation of the Skate Shop are to be posted in locations deemed appropriate by the Tillsonburg Community Centre Administration.

Operations on statutory holidays shall be by mutual consent between the Lessor and Lessee determined not less than twenty-four (24) hours in advance of the holiday.

It will be up to the Skate Shop operator to determine if she/he wishes to remain open for longer hours and/or days than what is posted. The Skate Shop operator shall work closely with the Tillsonburg Community Centre Administrator on promotion, marketing and all aspects of Skate Shop operations.

9. HOUSEKEEPING

The Lessee will be responsible for the normal housekeeping (cleaning and sanitizing) of those areas affected by the operation of the Skate Shop. Due diligence is the responsibility of the Lessee.

10. WASTE REMOVAL

The Lessee will be responsible for the coordination and costs associated with waste removal including recycling, etc.

11. TELEPHONE

The Lessee may install a business line and point of sale machine at his/her expense.

12. WALLS

Walls are for Tillsonburg Community Centre usage. No advertising or paraphernalia are to be put on walls or hung from ceiling without approval by the Tillsonbug Community Centre Administration, in their sole and absolution discretion.

13. FACILITY CHANGES

No changes, installation of signage, renovations or capital improvement shall be made by the Lessee to the building without the written consent of the Lessor.

14. OTHER BUSINESSES

No other businesses are to be operated in conjunction with the Skate Shop without prior approval by the Lessor in their sole and absolute discretion

15. REGULATION COMPLIANCE AND LEGISLATION

The Lessee shall ensure all services and products provided in respect to this Contract are in accordance with and under authorization of all applicable authorities (Municipal, Provincial and Federal); including but not limited to:

- The Occupational Health and Safety Act and its regulations
- The Workplace Safety & Insurance Act
- The Environmental Protection Act (Ontario) and its Regulations
- The Ontario Fire Protection & Prevention Act

The Lessor reserves the right to request authentic copies from the Lessee of any documentation relevant to the aforementioned compliance requirements. Failure to provide may result in the termination of the lease.

16. WORKPLACE SAFETY AND INSURANCE BOARD (WSIB)

The Lessee shall be required to supply a Certificate from the Workplace Safety and insurance Board prior to the start of the contract and upon fourteen (14) days' notice, if requested in writing, during the life of the contract. The Certificate shall indicate that all of the assessments the Contractor or any Subcontractor is liable to pay under the Worker's Safety Insurance Board Act or successor legislation have been paid and that they are in good standing with the Board.

17. W.H.M.I.S REQUIREMENTS

The Lessee must supply a supplier label and appropriate Material Safety Data Sheet under the W.H.M.I.S. legislation and Hazardous Material Protection Act for all controlled products to be used in conjunction with the lease an operation of the Skate Shop. Any controlled goods supplied without appropriate data sheet and proper labeling will not be allowed on site and will be immediately removed by the Lessee from the premises.

18. INSURANCE

The Lessee will maintain and pay for Commercial General Liability Insurance, which coverage shall include premises and all operations to be performed by the Lessee, his/her employees, and/or agents. This insurance coverage shall be subject to limits of not less than Five Million Dollars (\$5,000,000.00) inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof for any one occurrence.

The policy shall include The Corporation of the Town of Tillsonburg as an additional insured in respect of all operations performed by or on behalf of the Lessee.

The Lessee shall be entirely responsible for the cost of any deductible.

The Insurance Policy shall not be altered, cancelled or allowed to expire or lapse, without thirty (30) days prior written notice to the Lessor.

19. LOSS OR DAMAGES

It is the Lessee's responsibility to maintain appropriate controls over the storage and safekeeping of property belonging to the Lessee and/or their staff; including, but not limited to, all inventory and

monies maintained on the premises. The Lessor will not be liable for any loss or damage to the Lessee's property stored on the premises, for any reason.

The Lessee shall also indemnify and save harmless the Lessor from and against all claims, demands, loss, cost, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted by, or attributed to any such damages, injury or infringement as a result of activities under this Contract.

20. DAMAGE CLAIMS

The Lessee shall be responsible for all damages caused by it, its employees, agents, any workers or persons employed by it, or under its control, or arising from the execution of the Work, or by reason of the existence, location, or condition of Work, or of any materials, plant or machinery used thereon or therein, or goods supplied in execution of the Contract, or which may happen by reason of their failure or the failure of those for whom they are responsible, to do or perform any or all of the several acts or things required to be done by them under the Contract.

21. INDEMNIFICATION

The Lessee shall indemnify and save harmless the Lessor from and against all claims, demands, loss, cost, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted by, or attributed to any such damages, injury or infringement as a result of activities under this Contract.

22. EMERGENCY TELEPHONE NUMBER

The Lessee shall provide the Lessor with the name(s) and telephone number(s) of his/her representative(s) who can be contacted on a 24-hour basis in case of an emergency during the term of the Contract.

23. TOWN NOT EMPLOYER

The Lessee agrees that the Corporation of the Town of Tillsonburg is not to be understood as the employer to any successful Skate Shop operator nor to such Skate Shop operator's personnel or staff for any work, service, or supply of any products or materials that may be part of this contract.

24. NON- TRANSFERRABLE

This contract is not assignable, in whole or in part, except by written permission provided by the Town of Tillsonburg in their sole and absolute discretion. Execution of the "Skate Shop Agreement" is not to be deemed as reason for provision of preferential treatment to the Lessee in his/her use of the Tillsonburg Community Centre, nor is there to be any inference, that the Lessor is under an obligation to enter into any other agreements with the Lessee related to the Tillsonburg Community Centre. The Lessor will give equal consideration to all public users of the facility including the Lessee.

25. CHARACTER AND EMPLOYMENT OF WORKERS

The Lessee shall employ only orderly, competent and skillful workers to ensure that the Skate Shop operations are carried out in a professional manner. In the event that any person employed by the Lessee in connection with the work arising out of this Contract gives, in the opinion of the Lessor, just cause for complaint, the Lessee upon notification by the Lessor in writing shall not permit such person to continue in any future work in conjunction with the Skate Shop.

26. TERMINATION OF THE CONTRACT FOR CAUSE

In the event of any material default in this agreement by the Lessee that is within the reasonable control of the Lessee, the Lessor shall have the right to provide written notice of such default and demand that the deficiency of program be rectified within five (5) working days or such longer period as may be agreed upon by the Lessor. If the said default is not rectified or steps are not taken to rectify the situation according to the agreed upon plan, the Lessor shall be entitled to issue a written notice of termination for cause with no less than thirty (30) days' notice and all monies outstanding shall be payable to the Lessor within thirty (30) days from termination.

27. INTERPRETATION

The terms and provisions of the Agreement shall be in accordance with the laws of the Province of Ontario.

28. FORCE MAJEURE

Neither party shall be held liable for non-performance or damages if caused by events of Force Majeure, which, without limiting the generality thereof, includes fires, floods, unusually severe weather or Acts of God, and are beyond the reasonable control of a party, provided same shall not apply to delay or excuse any financial obligation.

29. ACCESS

The Lessee agrees to supply the Lessor with a key holder list for the Skate Shop to be used in the instance where access is needed into the Skate Shop for maintenance or emergency purposes.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.

SIGNED, SEALED AND

DELIVERED in the

Presence of

**THE CORPORATION OF THE
TOWN OF TILLSONBURG**

STEPHEN B. MOLNAR
MAYOR

DATE

DONNA WILSON
CLERK

DATE

I have the authority to bind the corporation

THE LESSEE:

DOUG HOLMAN
OWNER

DATE

I have the authority to bind the corporation