

**LEASE AGREEMENT**

**THIS LEASE AGREEMENT** made this 1st day of May, 2021.

**BETWEEN:**

**THE ORANGEVILLE & DISTRICT SENIOR CITIZENS CLUB  
(hereinafter called "the Club")**

**OF THE FIRST PART**

**- and -**

**THE CORPORATION OF THE TOWN OF ORANGEVILLE,  
(hereinafter called "the Town")**

**OF THE SECOND PART**

**WHEREAS** the Club has operated "The Orangeville and District Senior's Centre" at the property municipally known as 26 Bythia Street, Town of Orangeville, pursuant to a Lease Agreement with the Town dated August 23, 2000;

**AND WHEREAS** the property leased is legally described as Part of Lots 5 and 6, Registered Plan No. 170, Town of Orangeville in the County of Dufferin (hereinafter called the "Property") and more particularly depicted in **Schedule "A"** herein;

**AND WHEREAS** the Club is desirous of continuing to lease the Property from the Town in accordance with the provisions herein;

**AND WHEREAS** the Town wishes to continue to lease the Property to the Club in accordance with the provisions herein;

**NOW THEREFORE** this Agreement witnesseth that the Club and the Town have agreed as follows:

#### 1. LEASED AREA

The area leased to the Club shall include the buildings (hereinafter called the "Demised Premises") and Property. Upon execution of this Agreement, except as provided herein, the Club shall have the right to the possession and quiet enjoyment of the said Demised Premises and Property herein. The Club shall comply with all requirements of the by-laws affecting its conduct of business upon the Demised Premises.

#### 2. RENT / MAINTENANCE FEES

The Demised Premises and Property lease rental fees and the maintenance fees shall be equivalent to 20% of the annual operating budget of the Club.

It is agreed by the Town and the Club that both (a) the 20% operational grant and (b) the rental and outdoor maintenance fees will be approximately equal in value. No exchange of funds will be made as long as this Lease shall endure.

#### 3. OPERATIONAL GRANT

The Town shall provide an annual grant to the Club of 20% of the Club's annual operating expenses to be calculated and become due at the end of the Club's fiscal year each and every year.

#### 4. TERM

The Club shall hold the Demised Premises and Property, for and during the term (the "Term") which will be, unless sooner terminated as hereinafter provided, for and during the period of five (5) years, to be computed from and inclusive of the 1<sup>st</sup> day of May, 2021, (the "Commencement Date") and from thenceforth next ensuing and fully to be complete and ended on the 30<sup>th</sup> day of April, 2026, (the "Expiry Date").

Provided the Club is not at any time in default of any covenants within the Lease, the Club shall be entitled to renew this Lease for Two (2) additional terms of sixty (60) months on written

notice to the Town given not less than six (6) months prior to the Expiry Date.

#### 5. MAINTENANCE

The Club shall assume all maintenance costs and charges with respect to the operation and repairs to the Demised Premises and Property.

The Demised Premises and Property shall be kept at the Club's expense in a clean and sanitary condition in accordance with the laws of the municipality and all directions, rules and regulations of the Health Officer, Fire Marshall, Building Inspector or other governmental officials or other agencies having jurisdiction over the Demised Premises and Property.

The Club shall at all times at its own expense keep the sidewalks and parking lot on the Property clear of rubbish, ice and snow and in good condition and repair. The Club shall also keep the entrance and sidewalk adjacent to the Property on Bythia Street clean from rubbish, ice and snow and shall not encumber or obstruct same or allow the same to be encumbered or obstructed in any manner.

The Town agrees to provide turf maintenance services to the Club. The level of maintenance shall be equal to the level of turf maintenance provided to the adjoining land known as Kay Cee Gardens Park. If a higher level of service is required, then the Club shall be responsible to provide the same.

The Club hereby covenants and agrees with the Town that there will be no exterior alterations or additions to the Demised Premises without written permission from the Town.

#### 6. DAMAGE/DETERIORATION

The Club and Town covenant and agree that, should the Demised Premises be damaged by fire, lightning or tempest to such an extent as to become unusable or, if through general deterioration of age such premises shall become unusable, the Club may terminate the Lease, whereupon the Club shall deliver and convey all the Lands and Demised Premises herein, including fixtures, to the Town, or shall, if required by the Town, demolish and dismantle the Demised Premises, the Club being responsible for all costs, and to leave the Property in the same condition as they were

received, within six (6) months of electing to terminate this Lease. If the Club does not elect to terminate this lease, it shall rebuild or carry out all necessary repairs to the Demised Premises to make the premises usable for the purpose of a Senior's Community Centre within two years of the date of the damage to the Demised Premises.

## 7. UTILITIES

The Tenant shall pay as the same becomes due respectively, all taxes and charges for public and private utilities, including water, gas, electrical power or energy, steam or hot water used upon or in respect of the Demised Premises. In this regard, the Club shall enter into such contracts or other arrangements in connection with the utilities which the Town requests it to and will pay whatever deposits or other amounts which are payable under those contracts or other arrangements. No administration fee is payable for amounts billed directly to the Club by a supplier of utilities and paid by the Club directly to the supplier.

The Town is not liable for interruption or cessation of, or failure in the supply of utilities, services or systems in, to or serving the Demised Premises and Property, whether they are supplied by the Town or others, and whether the interruption or cessation is caused by the Town's negligence or not.

## 8. INSURANCE

The Club will maintain public liability and property damage insurance naming the Town as an insurable interest. Public liability insurance shall not be less than \$5,000,000.00, inclusive for any one event. The Club is responsible to insure its own chattels on the Demised Premises and Property. Buildings are to be insured at replacement cost value.

Evidence of public liability and property damage insurance shall be provided by the Club to the Town at the Commencement Date and thereafter by April 30<sup>th</sup> of each year during the term of the lease. As well, at the Commencement Date and on each April 30<sup>th</sup> thereafter, the Club shall deliver to the Town one copy of the previous year's financial statement and a list of the present Board of Directors.

The Club shall also have in effect party alcohol liability (PAL) insurance and shall provide the Town with evidence of same. In the event of the Club renting out the facilities to other groups and/or organizations, the Club shall ensure that such group and/or organization has PAL insurance and further shall provide evidence to the Town of such coverage.

The Club agrees that if the Club fails to take out or to keep in force any such insurance referred to herein, or should any such insurance not be approved by the Town and should the Club not rectify the situation within forty-eight (48) hours after written notice by the Town to the Club (stating if the Town does not approve of such insurance, the reasons therefor), the Town has the right without assuming any obligation in connection therewith, to effect such insurance at the sole cost and expense of the Club and all outlays by the Town shall be immediately paid by the Club to the Town following such payment by the Town, without prejudice to any other rights and remedies of the Town under this Lease.

#### 9. SECURITY

The Club shall be responsible for the security and safety of both the Demised Premises and Property and persons on, at or in the Demised Premises and Property.

#### 10. INDEMNIFICATION

Notwithstanding anything else in this Lease, the Club will indemnify the Town and save it harmless from all loss, claims, actions, damages, liability and expenses in connection with loss of life, personal injury, damage to property or any other loss or injury arising from the occupancy or use by the Club, its employees or representatives, or by anyone permitted to be on the Demised Premises and Property by the Club except those caused by the negligence and willful misconduct of the Town. If the Town shall, without fault on its part, be made a party to any litigation commenced by or against the Club, then, the Club shall protect, indemnify and hold the Town harmless and shall pay all costs, expenses and reasonable legal fees incurred or paid by the Town in connection with any such litigation. The Club shall pay all costs, expenses and legal fees (on a solicitor and his client basis) that may be incurred or paid by the Town in enforcing the terms, covenants and conditions in this Lease, unless a court shall decide otherwise.

## 11. TRAILWAY

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Public access through the Property will be kept available as the Club acknowledges that the Town has constructed a trailway, comprising a hard-surfaced path with a width of up to approximately 2.5 metres, across the Property, for use by walkers, cyclists, in-line skaters and others for such recreational purposes. The Town shall be responsible for the maintenance of the trailway.

## 12. RIGHTS OF ENTRY

It shall be lawful for the Town and its agent(s) at all reasonable times during the Term to enter the Demised Premises and Property to inspect the condition thereof. Where an inspection reveals that repairs or replacements are necessary, the Town shall give to the Club notice in writing, and immediately thereafter the Club will forthwith proceed to make all necessary repairs or replacements in a good and workmanlike manner and to the satisfaction of the Town, so as to complete same within the time or times provided for in the notice delivered by the Town, as aforesaid. Where the Club, acting reasonably and with diligence, is unable to complete such rectification within the time or times so provided, then the Club shall prepare and submit to the Town a schedule of compliance, which shall contain a reasonable completion date. Provided that the Club continues to act reasonably and with diligence and is still unable to complete such repairs or replacements by the completion date set out in the schedule of compliance, then the Club shall be permitted a fifteen (15) day period after the completion date as set out in the schedule of compliance to complete such repairs or replacements, and complete repairs or replacements are to be effected no later than the end of that fifteen (15) day period.

## 12. USE

The primary function of the Centre will be to provide programs and services to seniors in the Orangeville and District area.

The Club shall not permit or suffer waste or injury to the Demised Premises, or any part thereof and shall not use or occupy or permit to be used or occupied the said Demised Premises for any illegal or unlawful purposes or in any manner which could result in the cancellation of any insurance, or in the refusal of any insurer to issue any insurance as requested.

### 13. RENTALS / SUB-LEASING

The Club is permitted to rent out the facilities to other groups and organizations of their choosing.

The Tenant will not assign this Lease in whole or in part, nor sublet all or any part of the Demised Premises and Property, nor mortgage or encumber this Lease or the Demised Premises and Property or any part thereof, nor suffer or permit the occupation of, or part with or share possession of, all or any part of the Leased Premises by any other person, firm or corporation.

### 14. PARKING

The Club shall provide a minimum of forty-three (43) off street parking spaces.

The Club shall be responsible to monitor and control noise and parking on the Demised Premises and Property in keeping within acceptable neighbourhood standards for the surrounding district.

### 15. TERMINATION

In the event that the Club (i) commits a breach of this Lease that is capable of remedy and fails to remedy the breach within five (5) days after written notice that (1) specifies particulars of the breach, and (2) requires the Club to remedy the breach (or, if in the opinion of the Town, the breach would reasonably take more than ten (10) days to remedy, fails to start remedying the breach within the ten (10) day period, or fails to continue diligently and expeditiously to complete the remedy), or (ii) commits a breach of this Lease that is not capable of remedy and receives written notice specifying particulars of the breach then, at the Town's option, the Town may immediately re-enter the Demised Premises and Property, repossess them and expel all persons from the Demised Premises and Property, and may remove all property from the Demised Premises and Property, sell or dispose of it as the Town considers appropriate, or store it in a public warehouse or elsewhere at the cost of the Club, all without service of notice, without legal proceedings, and without liability for loss or damage.

In addition to anything else that is a breach of this Lease, if

- (a) the Club becomes bankrupt or insolvent;
- (b) a receiver or a receiver and manager is appointed for all or a part of the property of the Club;
- (c) steps are taken or proceedings are instituted for the dissolution, winding up or liquidation of the Club or its assets;
- (d) the Club makes or attempts to make a bulk sale of any of its assets regardless of where they are situated;
- (e) the Club abandons or attempts to abandon the Demised Premises and Property;
- (f) the Demised Premises are vacant or unoccupied for five (5) consecutive days;
- (g) the Club effects or attempts to effect a transfer of the Lease that is not permitted by this Lease; or
- (h) this Lease or any of the Club's assets on the Premises are taken or seized under a writ of execution, a chattel mortgage, charge, debenture, or other security instrument;

then the Club will be considered to have breached this Lease, and the Town will have all rights and remedies available to it under this Lease and at law.

The Club, upon the provision of no less than six (6) months' prior written notice to the Town, may terminate its Lease with the Town and as a result of such termination, the Club shall not be relieved of any of its obligations under the Lease.

## 16. NOTICES

Any notice, demand, request or other instrument which may be or is required to be given under this Lease shall be delivered in person or sent by registered mail, postage prepaid, or sent by facsimile and shall be addressed:



(1) if to the Town:

or at such other address as the Town designates by written notice, and

(2) if to the Club:

or at such other address as the Club designates by written notice.

Any such notice, demand, request or consent is conclusively deemed to be given or made on the date upon which such notice, demand, request or consent is delivered, or if sent by facsimile, then on the next business day following transmission, or if mailed, then four (4) days following the date of mailing, as the case may be, and the time period referred to therein commences to run from the time of delivery or four (4) days following the date of mailing, as the case may be. Either party may at any time give notice in writing to the other of any change of address of the party giving such notice and from or after the giving of such notice, the address therein specified is deemed to be the address of such party for the giving of notices hereunder. Provided, however, if the postal service is interrupted or substantially delayed for any reason whatsoever, then, any notice, demand, request or other instrument shall be delivered in person only.

#### 17. CAPTIONS AND SECTION NUMBERS

The captions, Section numbers, Article numbers, and index appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such Sections or Articles of this Lease, nor in any way affect this Lease.

#### 18. PARTIAL INVALIDITY

If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and enforced to the fullest extent permitted by law.

**IN WITNESS WHEREOF** the parties hereto have hereunto affixed their hands and seals as at the date first above written.

**THE CORPORATION OF THE TOWN OF  
ORANGEVILLE**

Per: \_\_\_\_\_  
Name:  
Office:

Per: \_\_\_\_\_  
Name:  
Office:

*I/We have authority to bind the Corporation*

**THE ORANGEVILLE & DISTRICT SENIOR  
CITIZENS CLUB**

Per: \_\_\_\_\_  
Name:  
Office:

Per: \_\_\_\_\_  
Name:  
Office:

*I/We have authority to bind the Corporation*