

## LEASE AGREEMENT

THIS LEASE AGREEMENT is made this 10 day of September, 2018.

**BETWEEN:**

**THE CORPORATION OF THE TOWN OF KINGSVILLE**  
(hereinafter referred to as the "Landlord")  
**OF THE FIRST PART**

-and-

**KINGSVILLE BUSINESS IMPROVEMENT AREA BOARD OF MANAGEMENT**  
(hereinafter referred to the "Tenant")  
**OF THE SECOND PART**

**WHEREAS:**

The Landlord is the owner of certain lands and premises located at 28 Division Street South, Kingsville, Ontario and more particularly described in Schedule "A" to this Agreement (the "Lands").

Situate upon the Lands is a building (the "Building"), which Building includes a main floor, foyer area containing a mechanical room and washrooms, stairways to the upper floor and basement and, in the basement, a hallway leading to an elevator maintenance room.

The foyer area containing a mechanical room and washrooms, stairways to the upper floor and basement and, in the basement, a hallway leading to an elevator maintenance room (the "Common Area") are identified in blue on Schedules "8 (1)" and "8 (2)" attached hereto and forming part of this Lease.

The Landlord wishes to lease a certain portion of the Building, namely the basement, to the Tenant for use as an office, and meeting space (the "Leased Premises") which area is identified in pink on Schedules "8(2)" attached hereto and forming part of this Lease.

**NOW THEREFORE WITNESSETH THAT** in consideration of the mutual covenants and obligations set forth and of the payment of Two (\$2.00) Dollars, the one to the other (the sufficiency and receipt of which is hereby acknowledged), the parties hereto covenant and agree as follows:

### **Recitals**

1. The recitals as set out above are true in substance and in fact.

### **Leased Premises**

2. Subject to the Landlord's rights under the terms of this Lease, the Landlord hereby leases to the Tenant the Leased Premises on the terms set out herein.
3. For greater clarity, the Common Area, together with the main floor, lands adjacent to or outside the Building which include the grassy areas, parking areas, walkways, sidewalks and Building access areas, do not constitute rented or rentable areas and the Tenant's right to use such areas shall be limited to those rights in common with the Landlord. In this regard, the Tenant understands and agrees that the Landlord may use certain portions of the Common Area, the main floor and the Lands adjacent to and outside of the

Building for public purposes, including any form of municipal event, at any time and in any manner that the Landlord may see fit.

### Term

4. The term of this Lease shall be 3 years, commencing on the 1<sup>st</sup> day of October, 2018 and ending on the 30<sup>th</sup> day of September, 2021 (the "Term").
5. Subject to the Landlord's rights under the terms of this Lease the Tenant shall have quiet enjoyment of the Leased Premises during the term of this Lease without any interruption or disturbance from the Landlord.

### Use

6. The Tenant may use the Leased Premises for an office, meeting space and centre for workshops and for no other purpose.
7. Attached at Schedule "B" is a list of furniture currently owned by the Tenant.

### Rent

8. The Tenant covenants and agrees to pay the Landlord, in lawful money of Canada, annual rent as follows:
  - a) for the first year of the Term, the amount of \$3,469.66, plus applicable taxes, payable in advance, in equal monthly installments in the amount of \$289.14, plus applicable taxes, on or before the 1<sup>st</sup> day of each and every month of said year;
  - b) for the second year of the Term, the amount of \$3,539.05, plus applicable taxes, payable in advance, in equal monthly installments in the amount of \$294.92, plus applicable taxes, on or before the 1<sup>st</sup> day of each and every month of said year; and
  - c) for the third year of the Term, the amount of \$3,609.83, plus applicable taxes, payable in advance, in equal monthly installments in the amount of \$300.82, plus applicable taxes, on or before the 1<sup>st</sup> day of each and every month of said year.

### Tenant's Responsibilities

9. The Tenant further covenants and agrees as follows:
  - a. The Tenant shall allow the Landlord, upon the Landlord giving reasonable notice, to enter the Leased Premises for the purpose of inspection of the same and, in the event that such inspection reveals that maintenance or repair work is required to be completed the Landlord shall make the necessary arrangements to conduct the maintenance or repair work. The Tenant shall permit the Landlord, upon the Landlord providing reasonable notice, to enter the Leased Premises for the purpose of carrying out the aforementioned maintenance and repairs. The Landlord shall not be liable to the Tenant for any loss, damage or inconvenience in connection with the entry by the Landlord and/or any maintenance or repair work carried out by the Landlord.
  - b. The Tenant shall keep the Leased Premises and the Common Area in a reasonable state of cleanliness.
  - c. The Tenant shall, at its expense, be responsible for any damage caused to the Lands, Building, Common Area, or Leased Premises, which is a result of the Tenant's conduct or negligence, or the conduct or negligence of the Tenant's employees, officers, agents, representative, or members.

- d. The Tenant shall not make improvements, alterations or renovations to the Leased Premises without the written consent of the Landlord, which consent shall not be unreasonably withheld. Any such improvements, alterations or renovations made by the Tenant with the written consent of the Landlord shall be at the sole expense of the Tenant and such improvements, alterations or renovations shall immediately become the property of the Landlord without compensation to the Tenant.
- e. Without limiting the generality of section 8(d) of this Lease, no sign, advertisement or notice shall be inscribed, painted or affixed by the Tenant or any other person on the Tenant's behalf, on any part of the inside or outside of the Building without the written consent of the Landlord, which consent shall not be unreasonably withheld.
- f. Notwithstanding section 8(d) of this Lease, the Tenant shall, at its own expense, if requested by the Landlord, remove any or all improvements, alterations or renovations made by the Tenant to the Leased Premises and shall repair all damage caused by the installation or the removal or both.
- g.

### **Landlord's Responsibilities**

- 10. The Landlord shall, at its expense:
  - a) Be responsible for the payment of any property taxes levied, rated, charged or assessed.
  - b) Maintain certain utilities to the Building being limited to gas, electricity, water and heat.
  - c) Be responsible for the continued maintenance and repair of the exterior of the Building and all heating equipment, central air-conditioning equipment located in or on the Building and the elevator.
  - d) Be responsible for the continued maintenance of the Lands adjacent to the Building including all grassy areas, parking areas, walkways, sidewalks and Building access areas.
  - e) Be responsible for internal janitorial cleaning of the Building, including the Leased Premises and Common Areas.
- 11. The Landlord shall take the necessary steps to ensure, at its expense, the Building and appurtenances thereto against any and all loss from any cause whatsoever and, without limiting the generality of the foregoing, shall include a loss by fire, the elements or explosion, for their full insurable value.
- 12. The Landlord and Tenant agree that any other services or expenses relevant to the use and occupation by the Tenant of the Leased Premises and not specifically mentioned herein are the sole responsibility and expense of the Tenant, including, but not limited to telephone and internet service. The parties agree that the Landlord shall have full use of any internet services, without cost, that the Tenant provides.

### **Acts of Default**

- 13. In addition to the breach of any covenant, term or condition of this Lease, the following are acts of default for the purposes of this Lease ("Acts of Default"):

- a) a material change in use of the Leased Premises by the Tenant and, in particular, without limiting the generality of the foregoing, any change that affects the Landlord's insurance or that constitutes a nuisance;
- b) the Tenant has committed any act or neglected to do anything with the result that a construction lien or other encumbrance is registered against the Land or any part thereof;
- c) any significant willful or negligent damage to the Building caused by the Tenant or by persons permitted on the Building by the Tenant; or
- d) the Leased Premises become vacant or remain unoccupied for a period of 30 consecutive days.

### **Termination and Re-entry**

- 14. Either party may terminate this Agreement by providing thirty (30) days written notice to the other party, in accordance with the Notice provisions of this Agreement.
- 15. The Landlord may terminate the Lease and re-enter the Leased Premises if the Tenant commits an Act of Default or for any other cause permitted by law.
- 16. If, when an Act of Default has occurred and the Landlord does not exercise its right of termination and re-entry, the Landlord shall have the right to take any and all necessary steps to rectify any or all Acts of Default and to charge the costs of such rectification to the Tenant and recover such costs as rent.
- 17. No Act of Default shall be deemed to have been waived by the Landlord unless the waiver is in writing and signed by the Landlord. Any waiver shall not constitute the condoning of any Act of Default, nor shall the waiver be pleaded as an estoppel against the Landlord to prevent it from exercising its remedies with respect to a subsequent Act of Default.

### **Over holding**

- 18. If the Tenant remains in possession of the Leased Premises after termination of this Lease and if the Landlord then accepts rent for the Leased Premises from the Tenant, it is agreed that such over-holding shall create a monthly tenancy only and the tenancy shall be subject to all of the terms and conditions of this Lease except those regarding the term.

### **Force Majeure**

- 19. It is expressly agreed that, if during the term hereof, the Building shall be damaged by fire, lightning, tempest, impact of aircraft, Acts of God, riots, insurrections or explosions, the following provisions shall have effect:
  - a) if the Building is rendered wholly unfit for occupancy, the rent hereby reserved shall be suspended until the Building has been repaired or restored;
  - b) if the Building is rendered partially unfit for occupancy, the rent hereby reserved shall abate in part only in the proportion that the part of the Building so rendered unfit is of the whole of the Building until the Building has been repaired or restored;
  - c) if the Building shall be incapable of being repaired or restored with reasonable diligence within 120 days of the happening of the damage, then either the Landlord or the Tenant may, at its/their option, terminate this Lease by notice in writing to the other given within 60 days from the date of the damage, and if such notice is given, this Lease shall cease and become

null and void from the date of the damage and the Tenant shall immediately surrender the Building and all its interest therein to the Landlord and the rent shall be apportioned and shall be payable by the Tenant only to the date of such damage, and the Landlord may re-enter and repossess the Building;

- d) if the Building is capable with reasonable diligence of being repaired or restored within 120 days of the happening of such damage, then the Landlord shall restore or repair the Building within 120 days;
- e) Any question as to the degree of damage or destruction or the period of time required to repair or rebuild shall be determined by an architect retained by the Landlord.
- f) There shall be no abatement from or reduction to the rent payable by the Tenant nor shall the Tenant be entitled to claim against the Landlord for any damages, general or special, caused by fire, water, sprinkler systems, partial or temporary failure or stoppage of services or utilities or from any cause whatsoever.

### **Assignment or Sublet**

- 20. The Tenant may not assign or sublet the Leased Premises, in whole or in part, without the written consent of the Landlord.
- 21. Any consent given by the Landlord to any assignment or other disposition of the Tenant's interest in this Lease or in the Leased Premises shall not release the Tenant from its obligations under this Lease, including the obligation to pay rent and other expenses as provided for herein.

### **Vacant Possession**

- 22. At the end of the term of this Lease or upon termination, the Tenant shall deliver vacant possession of the Leased Premises to the Landlord in the same condition as at the commencement of the Lease, reasonable wear and tear excepted and subject to section 8(d).

### **Notice**

- 23. Notice given under this Lease shall be provided by way of:
  - a) hand delivery, in which case notice shall be effective on the date of delivery;
  - b) e-mail, in which case notice shall be effective on the day on which the e-mail is received; or
  - c) regular letter mail, in which case notice shall be effective on the fifth day following the date of mailing,

To the Landlord:

The Corporation of the Town of Kingsville  
2021 Division Road North  
Kingsville, Ontario N9Y 2Y9  
Attention: Chief Administrative Officer

To the Tenant:

Kingsville Business Improvement Area Board of Management  
28 Division Street South  
Kingsville, Ontario N9Y 1P3  
Attention: BIA Coordinator

### **General**

24. The Tenant shall not register notice of or a copy of this Lease on title to the Lands without consent of the Landlord.
25. This Agreement may be amended with regard to any one or more of the terms herein in writing duly executed by both parties.
26. In this Lease, words importing the singular include the plural, and vice versa, and importing the masculine gender include the feminine, and importing an individual includes a corporation and vice versa.
27. This Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, successors and permitted assigns as the case may be.

**IN WITNESS WHEREOF** the parties hereto have duly executed this Lease.

**THE CORPORATION OF THE  
TOWN OF KINGSVILLE**

\_\_\_\_\_  
**MAYOR, Nelson Santos**

\_\_\_\_\_  
**CLERK, Jennifer Astrologo**

**KINGSVILLE BUSINESS IMPROVEMENT AREA**

\_\_\_\_\_  
**Name:**

**Title:**

\_\_\_\_\_  
**Name:**

**Title:**

I/We have the authority to bind the Corporation

## SCHEDULE "A"

### Description:

PT LT 1 S/S PEARL ST W PL 184-185 KINGSVILLE AS IN TK1074; KINGSVILLE AND  
PT LT 1 S/S PEARL ST W, 2 S/S PEARL ST W PL 184-185 KINGSVILLE PT 3,  
12R2241; KINGSVILLE

SCHEDULE "B"

FURNITURE AT THE CARNEGIE		
ITEM	PROPERTY USED BY	PROPERTY OWNER
Black office chair	BIA	BIA
Black office chair	Tourism	BIA
Grey office chair	Tourism	BIA
Wooden Desk (with tall back)	BIA	BIA
Wooden Desk (with file drawer)	BIA	BIA
Wooden Desk (with middle drawer)	Tourism	BIA
Wooden Desk (with middle drawer)	Tourism	BIA
Short Wooden File Cabinet	Tourism	BIA
Tall Wooden File Cabinet	BIA	BIA
Wooden Binder Shelf	BIA	BIA
2 Love Seats	BIA	BIA
Lounge Chair	BIA	BIA
Coffee Table	BIA	BIA
TV	Tourism	BIA
TV Table	Tourism	BIA
Antique Postal Cabinet	Tourism	Town of Kingsville
Stackable Chairs	BIA/Tourism	Town of Kingsville
Folding Wood Tables	BIA/Tourism	Town of Kingsville
2 Metal File Cabinets	BIA	BIA
2 Storage Shelves in kitchen area	BIA/Tourism	BIA
Fridge, Microwave, Coffee Stand	BIA/Tourism	BIA
Antique Wooden Pedistol	Tourism	BIA
Storage Shelves to be purchased	BIA	BIA (this is for storage downstairs and not yet purchased)