

**SCHEDULE 'A' TO BY-LAW XX-2019**

**THIS AMENDING AGREEMENT** made this       day of       , 2019.

**BETWEEN:**

**THE CORPORATION OF THE TOWN OF KINGSVILLE**

**(hereinafter referred to as the "Landlord")**

**OF THE FIRST PART**

**-and-**

**ROTARY CLUB OF COTTAM**

**(hereinafter referred to the "Tenant")**

**OF THE SECOND PART**

**WHEREAS** the Landlord and Tenant entered into an Agreement, dated DATE, attached hereto as Appendix A;

**AND WHEREAS** the Agreement expired on DATE (the "Agreement") and continued on a month-to-month basis in accordance with the terms of the Agreement;

**AND WHEREAS** the parties wish to re-establish a duration for the Agreement on the terms set out herein;

**NOW THEREFORE WITNESSETH THAT** in consideration of the mutual covenants and obligations set forth in this Agreement and of other good and valuable consideration (the sufficiency and receipt of which is hereby acknowledged), the parties hereto covenant and agree as follows:

1. Subsection 4 of the Agreement is amended to commence on the 1st day of January to the 31st day of December.
2. Subsection 4 of the Agreement is amended to reflect that the Agreement will continue on a month to month basis after December 31, 2020.
3. Subsection 7 is removed and replaced with the following language:

The Tenant covenants and agrees to pay the Landlord, in lawful money of Canada, annual rent in the amount of \$1,020.00, plus applicable taxes, payable in advance, in equal semi-annual installments in the amount of \$510.00, plus applicable taxes, on

or before the 1st day of the months of January and June for the duration of the term of this Lease.

4. Subsection 8 is amended to reflect that rent is “collectable effective January 1, 2020”.
5. The parties confirm that but for the amendments to the various dates and the replacement of Subsection 7, as described in this Amending Agreement, in all other respects the terms, covenants and conditions of the Agreement remain unchanged and in full force and effect. It is understood and agreed that all terms and expressions when used in this Agreement shall, unless a contrary intention is expressed herein, have the same meanings as ascribed to them in the Agreement.
6. This Amending 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 Landlord has hereunto duly executed this Agreement this day of \_\_\_\_\_, 2019.

**THE CORPORATION OF THE  
TOWN OF KINGSVILLE**

---

**MAYOR, Nelson Santos**

---

**CLERK, Jennifer Astrologo**

**IN WITNESS WHEREOF** the Tenant has hereunto duly executed this Agreement this day of \_\_\_\_\_, 2019.

**COTTAM ROTARY CLUB**

---

**Name: James Heinrichs  
President**

---

**Name: Wayne Hyland  
Treasurer**

We have authority to bind the Corporation

## **APPENDIX “A”**

NTD – Attach Original Agreement

**THIS AGREEMENT** made this 9<sup>th</sup> day of April, 2018.

**BETWEEN:**

**THE CORPORATION OF THE TOWN OF KINGSVILLE**

**(hereinafter referred to as the “Landlord”)**

**OF THE FIRST PART**

**-and-**

**ROTARY CLUB OF COTTAM**

**(hereinafter referred to the “Tenant”)**

**OF THE SECOND PART**

**WHEREAS** the Landlord is the owner of certain lands located at 124 Fox Street, Cottam, Ontario and more particularly described in Schedule “A” to this Agreement (the “Lands”), which Lands include a building (the “Building”);

**AND WHEREAS** the Tenant wishes to lease certain portions of the Building as a meeting area and the Landlord is willing to lease a portion of the Building to the Tenant for meeting purposes;

**NOW THEREFORE WITNESSETH THAT** in consideration of the mutual covenants and obligations set forth in this Agreement and of other good and valuable consideration (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.

**Premises**

2. The Landlord hereby leases to the Tenant those portions of the Building as indicated in Schedule "B" attached to this Agreement (the "Premises") together with the right to use those areas of the Lands adjacent to or outside the Premises, but which are not part of the Premises and which do not constitute rented or rentable areas and which walkways, sidewalks, access areas and parking areas.
3. The Tenant may use the Premises for the purposes of conducting its meetings.

**Term**

4. The term of this Agreement commences on the 1st day of March, 2018 and ends on the 28th day of February, 2019.
5. Provided that the Tenant is not in default under this Agreement, this Agreement shall continue on a month to month basis after February of 2019. During this period, the Landlord shall have the right to terminate this Agreement at any time by providing thirty (30) days advanced written notice to the Tenant.
6. Subject to the Landlord's rights under this Lease, the Tenant shall have quiet enjoyment of the Premises during the term of this Agreement without any interruption or disturbance from the Landlord.

**Rent**

7. The Tenant covenants and agrees to pay the Landlord, in lawful money of Canada, annual rent in the amount of \$1,020.00, plus applicable taxes, payable in advance, in equal monthly installments in the amount of \$85.00, plus applicable taxes, on or before the 1<sup>st</sup> day of each and every month for the duration of the term of this Lease.

8. The rent described in section 7 of this Agreement shall be collectable effective March 1, 2018 and is inclusive of any property tax that may be levied on the Land.
9. The Tenant shall provide to the Landlord at the address provided in section 33 a series of post-dated cheques for each calendar year representing the monthly installment as set out in section 7 herein.

### **Tenant's Responsibilities**

10. The Tenant further covenants and agrees as follows:
  - a) The Tenant shall be responsible for the continued maintenance and repair of the Premises, excluding heating and cooling equipment appurtenant to the Building. The Tenant shall allow the Landlord, upon the Landlord giving reasonable notice, to enter the 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 by the Tenant pursuant to the terms of this Lease, the Landlord shall give the Tenant notice in writing and the Tenant shall, within a reasonable time, complete such work in a good and workpersonlike manner.
  - b) The Tenant shall keep the Premises in a reasonable state of cleanliness. The Tenant shall provide, at its expense, any janitorial services and supplies that may be required in this regard.
  - c) The Tenant and shall not make improvements, alterations or renovations to the 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.

- d) 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 Premises and shall repair all damaged caused by the installation or the removal or both.
11. For greater clarity, the Landlord and Tenant agree that any other services or expenses relevant to the use by the Tenant of the Premises and not specifically mentioned herein are the sole responsibility and expense of the Tenant, including, but not limited to the provision of its own telephones and telephone service.
12. If the Tenant fails to maintain or repair the Premises as required by this Lease, the Landlord may, but shall not be obliged to, conduct any maintenance or make any necessary repairs to the Premises. The Tenant shall allow the Landlord, upon the Landlord giving reasonable notice, to enter the Premises for the purpose of carrying out such maintenance and repairs and the Tenant shall be liable to the Landlord for all costs associated with the Landlord so doing. The Landlord shall not be liable to the Tenant for any loss, damage or inconvenience in connection with the entry by the Landlord and any work carried out by the Landlord.
13. The Tenant shall be responsible for all inspections of fire and safety related equipment (i.e. fire extinguishers, alarms, lights). The Tenant must maintain documentation evidencing the inspections, which documentation shall be available to the Landlord upon request.
14. If the Tenant fails to make any payments required to be made in accordance with this Lease, the Landlord may make such payments and the Tenant shall be liable to the Landlord for such amounts. If such amounts are not paid by the Tenant to the Landlord upon demand, the Landlord shall be entitled to the same remedies and may take the same steps for recovery of the unpaid amounts as if such amounts were rent.

**Landlord's Responsibilities**

15. The Landlord shall, at its expense, be responsible for all the continued maintenance and repair of any and all aspects of the exterior of the Building including all grassy areas, parking facilities, driveways and building access located on the Lands.
16. The Landlord, at its expense, shall be responsible for the continued maintenance and repair or replacement of the heating, cooling, and ventilation equipment.
17. The Landlord shall take the necessary steps to insure, 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.
18. The Landlord shall maintain the accounts for the utilities in good standing.

**Acts of Default**

19. 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) the bankruptcy or insolvency of the Tenant;
  - b) a material change in use of the 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;
  - c) 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;

- d) any significant willful or negligent damage to the Premises caused by the Tenant or by persons permitted on the Premises by the Tenant; or
- e) the Tenant is no longer recognized as a non-profit corporation, without share capital, pursuant to the *Corporations Act*.

### **Termination**

- 20. The Landlord may terminate the Lease if the Tenant commits an Act of Default, in accordance with any other provision of this Agreement conferring that right on the Landlord, or for any other cause permitted by law.
- 21. If, when an Act of Default has occurred and the Landlord does not exercise its right of termination, 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.
- 22. 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.

### **Overholding**

- 23. If the Tenant remains in possession of the Premises after termination of this Lease and if the Landlord then accepts rent for the Premises from the Tenant, it is agreed that such overholding shall create a monthly tenancy only, which shall be terminable on 30 days' written notice, and the tenancy shall be subject to all of the terms and conditions of this Agreement, except those regarding the term.

**Indemnity and Insurance**

24. The Tenant shall indemnify and hold harmless the Landlord, its agents, employees, appointees and members of Council, from and against any and all liabilities, claims, expenses, demands, losses, costs, damages, actions, suits or other proceedings by whomsoever made, directly or indirectly that are based upon, occasioned by or attributed to any bodily injury, sickness, disease or death or to damage to or destruction of tangible property arising out of or occasioned by the maintenance, use or occupancy of the Premises or the sub-letting or assignment of the same or any part thereof by the Tenant or anyone for whom at law the Tenant is responsible. The Tenant covenants to indemnify the Landlord with respect to any encumbrance on or damage to the Premises occasioned by or arising from the act, default or negligence of the Tenant or anyone for whom at law the Tenant is responsible and the Tenant agrees that the foregoing indemnity shall survive the termination of this Lease notwithstanding any provisions of this Lease to the contrary.
25. The Tenant shall at its expense take out and maintain in full force and effect for the term of this Lease the following insurance:
- a) insurance upon property of every kind owned by the Tenant or for which the Tenant is liable or which is installed on behalf of the Tenant within the Premises; and
  - b) general liability and property damage insurance, including but not limited to, personal liability, contractual liability and tenants' legal liability. Such policies shall be written on a comprehensive basis with coverage for any one occurrence or claim of not less than five million dollars (\$5,000,000.00). This insurance shall name as an additional insured the Landlord and shall contain a provision for cross liability or severability of interest.
26. The Tenant shall provide Certificates of Insurance to the Landlord upon execution of this Lease and shall provide the Landlord with copies of all renewals throughout the term of this Lease.

**Force Majeure**

27. It is expressly agreed that, if during the term hereof, the Premises 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 Premises are rendered wholly unfit for occupancy by the Tenant, the rent hereby reserved shall be suspended until the Premises have been repaired or restored;
  - b) if the Premises are rendered partially unfit for occupancy by the Tenant, the rent hereby reserved shall abate in part only in the proportion that the part of the Premises so rendered unfit is of the whole of the Premises until the Premises have been repaired or restored;
  - c) if the Premises 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 Premises 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 Premises
  - d) if the Premises are 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 Premises within 120 days;
28. 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.
29. 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**

30. The Tenant may not assign or sublet the Premises, in whole or in part, or allow the Premises to be used by any other third party without the prior written consent of the Landlord.
31. Any consent given by the Landlord to any assignment or other disposition of the Tenant's interest in this Lease or in the 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**

32. At the end of the term Lease or upon termination, the Tenant shall deliver vacant possession of the Premises to the Landlord in the same condition as at the commencement of the Lease, reasonable wear and tear accepted and subject to Section 10(c).

### **Notice**

33. 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: Manager of Municipal Facilities and Property

To the Tenant:

Rotary Club of Cottam  
22 Lyle Street  
Cottam, Ontario  
N0R1B0  
Attention: Wayne Hyland, Treasurer

**General**

34. The Tenant shall not register notice of or a copy of this Lease on title to the Lands without consent of the Landlord.
35. This Agreement may be amended with regard to any one or more of the terms herein in writing duly executed by both parties.
36. This Agreement shall be governed and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein
37. 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.
38. 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 Landlord has hereunto duly executed this Agreement this 16<sup>th</sup> day of April, 2018.

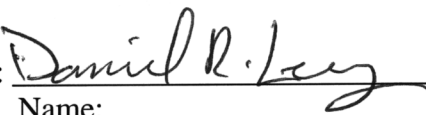
THE CORPORATION OF THE  
TOWN OF KINGSVILLE

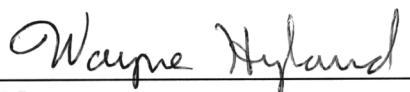
Per:   
NELSON SANTOS, MAYOR

Per:   
JENNIFER ASTROLOGO, CLERK

**IN WITNESS WHEREOF** the Tenant has hereunto duly executed this Agreement this 12<sup>th</sup> day of April, 2018.

COTTAM ROTARY CLUB

Per:   
Name:  
President

Per:   
Name:  
~~Vice-President~~ Treasurer

We have authority to bind the Corporation

SCHEDULE 'A'

GOSFIELD NORTH CON NTR PT LOT 270 AND RP 12R4134 PT PART 1 RP 12R5450  
PARTS 2 AND 3

## SCHEDULE 'B'

