COMMUNITY CENTRE LEASE

THIS LEASE AGREEMENT (this "Lease") made this 19th day of August, 2011.

BETWEEN:

THE CORPORATION OF HALDIMAND COUNTY
(hereinafter referred to as "Haldimand")

- and -

DUNNVILLE COMMUNITY LIFESPAN CENTRE
(hereinafter referred to as the "Corporation")

WHEREAS Haldimand is the owner of the lands and premises more particularly described in Schedule "A" attached hereto (the "Complex"), and the Corporation is desirous of leasing a portion of the Complex for the purposes of a municipal community centre facility (hereinafter referred to as the "Facility"), which Facility is outlined in Schedule "B" attached hereto;

AND WHEREAS the Facility has been duly constituted or confirmed as a municipal community centre, which is a type of municipal capital facility, as those terms are defined and used in the Municipal Act, 2001, S.O. 2001, c.25 (hereinafter referred to as the "Act") and Ontario Regulation 46/94, as amended;

AND WHEREAS Haldimand and the Corporation are desirous of entering into a lease arrangement pursuant to which the Corporation will lease from Haldimand the Facility in order to provide, operate and maintain a municipal community centre facility, which will be known as the Dunnville Community Lifespan Centre.

AND WHEREAS it is the desire of the parties hereto that throughout the term of this Lease, the Dunnville Lifespan Centre and the Facility shall be used by the Corporation primarily for the purposes of local community activities, for the purposes of the municipality of Haldimand and for a public use;

AND WHEREAS the lease of the Facility shall be governed by the terms, conditions and covenants specified in this Lease;

AND WHEREAS this Lease is entered into between the parties hereto pursuant to section 110 of the Act, and constitutes a Lease to which Section 110 of the Act applies;

NOW THEREFORE, in consideration of the sum of two dollars ($2.00) paid by each party hereto to the other, and the mutual covenants contained in this Lease, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:
Truth of Recitals

1. The parties hereto hereby confirm the truth of the recitals contained above.

Lease of Facility by Haldimand to Corporation

2. In consideration of the rent, covenants and Leases hereinafter reserved and contained on the part of the Corporation to be paid, observed and performed, Haldimand hereby demises and leases to the Corporation, the Facility for a term of five (5) years (hereinafter called the “Term”, which term shall include all renewal terms of this Lease, if this Lease is renewed), which Term shall commence on the date of this Lease.

3. The Corporation agrees to pay to Haldimand a fixed annual rent for the Facility in the amount of two dollars ($2.00), payable on the first day of each year of the term, the first such payment being payable on the date of this Lease.

Taxes

4. Haldimand shall pay all real property and other taxes, rates, duties and assessments, impost charges or levies, that are levied, rated, charged or assessed against the Facility or any part thereof from time to time by any lawful taxing authority, whether federal provincial, municipal, school or otherwise.

Utilities, Maintenance and Operating Costs and Repair Costs

5. Except as otherwise expressly provided herein, the Corporation shall pay all utilities, maintenance and operating costs and expenses of any nature or kind whatsoever relating to the Facility and the Corporation’s lease and/or use thereof during the Term. Without limiting the generality of the foregoing, the Corporation shall be solely responsible for and shall promptly pay all charges for water, gas, electricity, telephone, garbage and waste removal, and all other utilities used or consumed in or on the Facility. Except as a result of negligence or malfeasance on the part of Haldimand, Haldimand shall not be liable for, nor have any obligation with respect to, an interruption or cessation of, or a failure in the supply of any such utilities, services or systems, including without limitation the water and sewage systems, to the Facility whether or not supplied by Haldimand or others. The special provisions set out at the end of this Lease detail the Corporation’s obligations with respect to operating costs.

6. Haldimand shall perform and pay for all necessary fire extinguisher and range hood inspections in relation to the Facility.

7. The Corporation, at its own expense, shall maintain and keep the Facility and every part thereof in good repair, order and condition and promptly make all needed repairs and replacements to the Facility using at all times new materials, including but not limited to, all necessary structural, roof and inside and outside wall repairs and replacements, and repairs and replacements to all electrical, plumbing or climate control systems, machinery and equipment which are the property of Haldimand, and all entrances, glass, partitions, doors and any and all other fixtures, equipment and appurtenances, regardless of whether such repairs are of a capital nature or otherwise.
8. If the Corporation refuses or neglects to repair and/or replace as required pursuant to this Lease and to the reasonable satisfaction of Haldimand within ten (10) days' prior written notice to the Corporation, Haldimand may make such repairs without liability to the Corporation for any loss or damage that may accrue to the Corporation's merchandise, fixtures, other property or business by reason thereof, and upon completion of such repairs, the Corporation shall pay to Haldimand, upon presentation of bills therefore, Haldimand's cost for making such repairs. The Corporation agrees that the making of any repairs by Haldimand pursuant to this provision is not a breach of any covenant for quiet enjoyment contained in this Lease.

9. The Corporation and Haldimand will arrange for site visits to be conducted jointly at approximately six month intervals or as reasonably required, which shall be attended by representatives of the Corporation and Haldimand, with a view to identifying upcoming needs for repairs in a collaborative manner.

10. The Corporation covenants that it shall be lawful for Haldimand and its agent(s) at all reasonable times during the Term and upon twenty-four hours (24) telephonic notice to enter the Facility jointly with a Corporation representative (if available) to inspect the condition thereof. Where an inspection reveals that repairs are necessary, Haldimand shall give to the Corporation notice in writing, and immediately thereafter the Corporation will forthwith proceed to make all necessary repairs in a good and workmanlike manner, using at all times new materials, and to the satisfaction of Haldimand, so as to complete same within the reasonable time or times provided for in the notice delivered by Haldimand as aforesaid. The failure by Haldimand to give notice shall not relieve the Corporation from any of its obligations to repair in accordance with the provisions hereof.

11. The Corporation will, at the expiration or earlier termination of the Term or any renewals thereof, peaceably surrender and yield up to Haldimand the Facility with all improvements, erections and appurtenances, other than the Corporation's trade fixtures, which at any time or times during the Term shall be made, placed or erected therein or thereon, in good and substantial repair and condition, reasonable wear and tear and damage by fire, lightning and tempest only excepted, and the Corporation shall surrender all keys for the Facility to Haldimand. The Corporation shall, however, if requested by Haldimand, remove all improvements, erections, alterations, fixtures or other appurtenances made, placed or erected at any time or times during the Term in or in the Facility, at the sole cost and expense of the Corporation, and shall repair all damage to the Facility caused by their installation and/or removal. The Corporation's obligation to observe and perform this covenant shall survive the expiration or sooner determination of the Term or any renewal thereof.

**Assignment and Subletting**

12. The Corporation shall not assign this Lease or any part hereof or any of the rights or benefits conferred hereunder or sublet the Facility or any part thereof to any other person or party without the prior written consent of Haldimand, which consent may be unreasonably withheld.
Use of Facility and Provision of Facility by Corporation

13. The Corporation hereby agrees that it shall, from the commencement date of this Lease and throughout the Term, use, provide, operate and maintain the Facility primarily for the purposes of local community activities, for the purposes of the municipality of Haldimand and its citizens and for a public use.

14. The Corporation hereby represents and warrants to Haldimand that it has the authority to and is solely responsible for determining whether a rental of the Facility may pose a potential risk to public safety or may not be in the best interests of the community. In such instances, the Corporation has sole discretion with respect to granting such a rental notwithstanding paragraphs 15 and 19.

15. The Corporation shall promptly comply with all requirements of all applicable statutes, laws, by-laws, rules, regulations, ordinances and orders from time to time in force during the Term hereof, whether municipal, parliamentary or otherwise, including all lawful requirements of the local board of health, police and fire departments and municipal authorities and with every applicable regulation, order and requirement of any liability or fire insurance company by which Haldimand and the Corporation or either of them may be insured at any time during the Term hereof.

Insurance Provisions

16. Throughout the Term, and provided that the Corporation is not in breach or default under any of the terms and conditions of this Lease, Haldimand shall be responsible for the cost and maintenance of fire, peril, damage and liability insurance in relation to the Facility.

17. Throughout the Term, the Corporation shall be responsible to pay for and maintain its own contents insurance. The Corporation shall provide to Haldimand written evidence of such insurance coverage and all renewals thereof on an annual basis. Haldimand shall not be responsible for any damage or theft of any property or equipment owned by the Corporation.

18. The Corporation hereby warrants and represents that it will, throughout the Term, keep in place and abide by a policy pursuant to which the Corporation will only rent the Facility to any person, group or entity which intends to use or uses the Facility for a function involving the use, sale or service of alcoholic beverages of any kind, if such person, group or entity, prior to its rental of the Facility, provides to the Corporation written confirmation that a valid policy of liability insurance is in place in relation to the event with coverage in the minimum amount of two million dollars ($2,000,000.00) per occurrence. Furthermore, the Corporation hereby warrants and represents that it will not rent the Facility to any person, group or entity which does not provide written confirmation respecting insurance in the manner outlined above. This requirement shall not apply to any person, group or entity, which intends to rent the Facility for a function not involving the use, sale or service of alcoholic beverages.
Damage or Destruction

19. Whenever during the Term the Facility or the Complex or any part thereof shall be destroyed or damaged by fire, lightning or tempest, or any of the perils insured against under the provisions of Haldimand insurance policies, then the parties hereto shall agree in writing respecting issues such as the Corporation's continued occupancy of the Facility and the continuation of this Lease.

Events of Default and Termination of Lease

20. In the event that:

(a) the Corporation fails to pay annual rent or any other payments required to be made by it hereunder, either to Haldimand or to any other party, at the time such payments become due; or

(b) the Corporation fails to observe or perform any of the terms, covenants or conditions contained in this Lease to be observed or performed by the Corporation; or

(c) the Corporation becomes bankrupt or insolvent or takes the benefit of any act now or hereafter in force for bankrupt or insolvent debtors or files any proposal or makes any assignment for the benefit of creditors or any arrangement or comprise; or

(d) a receiver or a receiver and manager is appointed for all or a portion of the Corporation's property; or

(e) any steps are taken or any action or proceedings are instituted by the Corporation or by any other party including without limitation, any court or governmental body of competent jurisdiction for the dissolution, winding-up or liquidation of the Corporation or its assets; or

(f) the Corporation loses its corporate status or its corporate charter is revoked; or

(g) the Corporation abandons or attempts to abandon the Facility; or

(h) the Corporation assigns, transfers, encumbers, sublets or permits the occupation or use or the parting with or sharing possession of all or any part of the Facility by anyone except in a manner permitted by this Lease; or

(i) the Corporation alters, amends or otherwise changes, through application for supplementary letters patent or in any other manner, its incorporating documents, its objects or the special provisions applicable to the Corporation, without prior written approval of Haldimand to any such alteration, amendment or change (except the election of different or other directors for the Corporation);

then Haldimand has, in addition to any other rights or remedies it has pursuant to this Lease or by law, to the extent permitted by law, the immediate right of re-entry in the name of the whole, upon and in the Facility or any part thereof and may expel all persons and remove all property from the Facility and such property may be removed and sold or disposed of by the Haldimand as it deems advisable or may be stored in a public warehouse or elsewhere at the cost and for the account of the Corporation, all without Haldimand being considered guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby. Upon such re-entry, Haldimand shall be entitled to have again, repossess and enjoy, as of its former estate, the Facility.
21. Haldimand may at any time after such re-entry or simultaneous with such re-entry elect to terminate this Lease for such previous breach. In such event Haldimand may recover from the Corporation all costs, expenses and damages it incurs by reason of such breach including the amount of all unpaid utilities, operating and maintenance costs, the cost of recovering the Facility and solicitor's fees (on a solicitor and his client basis), all of which amounts shall be immediately due and payable by the Corporation to Haldimand.

22. If legal action is brought by Haldimand for recovery of possession of the Facility or for the recovery of any other amount due under this Lease or because of the breach of any other terms, covenants or conditions herein contained on the part of the Corporation to be kept or performed and a breach is established, the Corporation shall pay to the Haldimand all expenses incurred therefore, including legal fees (on a solicitor and his client basis).

**Haldimand's Covenants**

23. Provided that the Corporation has paid all rent and all other charges payable pursuant to this Lease and has complied with all of the terms, covenants and conditions of this Lease, Haldimand covenants and agrees to provide the Corporation quiet enjoyment of the Facility.

**Improvements and Alterations by Corporation**

24. If the Corporation shall during the Term desire to effect any improvements or alterations in or to any part of the Facility, it may do so at its own expense at any time and from time to time, provided that the Corporation has obtained the written consent of Haldimand prior to the commencement of such alterations or improvements, which consent will not be unreasonably withheld. It is agreed that Haldimand will deal with any such request promptly.

**Reserve and Other Financial Support for the Corporation and the Facility**

25. The Corporation hereby acknowledges that Haldimand has established a reserve fund (hereinafter referred to as the "Reserve") to provide funds for emergencies and for major capital improvements or repairs, which reserve fund is available to all community centres within Haldimand's jurisdiction. The Corporation also hereby acknowledges that such Reserve and its use are governed by policies presently in place (which are subject to change from time to time as Haldimand deems appropriate), and that if the Corporation wishes to apply for funding out of such Reserve Fund, the policies in place at the time of application will govern the application process and the decision of Haldimand respecting whether any funds will be granted to the Corporation.

26. The Corporation hereby agrees that it shall, prior to the commencement of any capital or other improvements to the Facility using funds obtained from the Reserve Fund or
from any other grant or source, obtain Haldimand’s written consent to the use of such funds for such capital or other improvements.

27. Should any grant of funds become available to Haldimand, pursuant to any legislation or otherwise, in connection with the Facility or any maintenance, renovations or improvements of or to the Facility contemplated by the Corporation, Haldimand may, but shall not be obliged to, pay any such grant funds received by it to the Corporation at such time, in such a manner and subject to such terms as Haldimand may in its sole discretion determine.

**Obligations of Corporation re: Rental of Facility**

28. The Corporation shall be responsible for entering into signed rental Leases (hereinafter referred to as the “Rental Leases”) in relation to any rental of the Facility. Such Rental Leases shall be standardized and issued by Haldimand and used by the Corporation in every instance that the Corporation rents the Facility, unless otherwise agreed upon in writing between Haldimand and the Corporation.

29. The Corporation shall collect and be responsible for the collection of all rental fees relating to any rental of the Facility by the Corporation. Such rental fees will be determined by the Corporation.

30. The Corporation shall comply with any and all policies, regulations and by-laws applicable to community centre facilities which are established by Haldimand from time to time, which policies, regulations and by-laws shall be provided by Haldimand to the Corporation in writing.

**Financial Matters**

31. The Corporation shall keep detailed financial records of all revenue generated by the operation of the Facility and of all operating expenses in connection therewith and of the costs of all renovations or improvements thereto. The Corporation shall provide to Haldimand, on an annual basis, a detailed financial statement in the form of Community Hall Financial Report Request Form, which form shall be provided by Haldimand to the Corporation for such purpose.

32. The Corporation shall keep all revenue from the operation of the Facility in one or more Canadian chartered bank or credit union accounts. All books and statements in connection with such accounts, and all other financial books and statements in connection with the operation of the Facility, shall be provided for inspection by the auditors, employees, servants and agents of Haldimand upon five (5) days’ written notice given by Haldimand to the Corporation of Haldimand’s intent to inspect such documents.

33. The Corporation shall be responsible for keeping its corporate, tax and other filings up-to-date, at the Corporation’s own expense.

**Indemnity**

34. The Corporation hereby agrees to indemnify and hold Haldimand harmless in relation to any and all suits, actions or claims made against Haldimand as a result of or in any way
related to any injury, damage, loss or expense suffered by any person or party while in
the Facility or in relation to the Facility, however caused.

General Provisions

35. The division of this Lease into articles, sections, paragraphs, subparagraphs and clauses
and the insertion of headings is for convenience of reference only and shall not affect the
construction or interpretation of this Lease.

36. The Schedules which are attached to this Lease are incorporated into this Lease by
reference and are deemed to be part hereof.

37. In this Lease, any reference to any statute or any section thereof shall, unless otherwise
expressly stated, be deemed to be a reference to such statute or section as amended,
restated or re-enacted from time to time.

38. In this Lease, unless the context requires otherwise, words importing the singular include
the plural and vice versa and words importing gender include all genders.

39. Each party hereby covenants and agrees that at any time, and from time to time, it will,
upon the request of the other, do, execute, acknowledge and deliver or cause to be done,
executed, acknowledged and delivered all such further acts, deeds, assignments,
transfers, conveyances, documents and assurances as may be required for the better
carrying out and performance of the terms of this Lease.

40. This Lease and the schedules referred to herein constitute the entire Lease between the
parties and supersede all prior Leases, representations, warranties, statements, promises,
information, arrangements and understandings, whether oral or written, express or
implied, with respect to the subject matter hereof.

41. Each provision of this Lease is intended to be severable. If any provision hereof is illegal
or invalid, such illegality or invalidity shall not affect the validity of the remainder hereof.

42. Any party which is entitled to the benefits of this Lease may, and has the right to, waive
any term or condition hereof at any time on or prior to the time when such term or
condition is required to be fulfilled under this Lease; provided, however, that such waiver
shall be evidenced by written instrument duly executed on behalf of such party. The
waiver by a party of any term or condition hereof shall not operate as a waiver of that
party's rights under this Lease in respect of any other term and condition (whether of the
same or any other nature).

43. No modification, supplement, termination, waiver or amendment to this Lease may be
made unless agreed to by the parties hereto in writing.

44. This Lease shall be binding upon and ensure to the benefit of the parties and their
respective heirs, administrators, executors, successors and permitted assigns.

45. This Lease shall be governed by and construed in accordance with the laws of the
Province of Ontario and shall be treated, in all respects, as an Ontario contract.

46. Time shall be of the essence of this Lease.
47. Provided the Corporation is not in default under the terms of this Lease, the Corporation and Haldimand may, by agreement in writing, renew this Lease for two (2) further terms of five (5) years each on the same terms and conditions as are contained in this Lease except with respect to the second renewal, which shall be without any further right of renewal.

Special Provisions

48. Each party is responsible for the removal of their own garbage. The Corporation shall supply a suitable receptacle for garbage pick up. The Corporation and Haldimand may jointly agree on a shared garbage receptacle or dumpster.

49. Snow removal on the Complex property will be the responsibility of Haldimand.

50. Grass cutting and landscape maintenance will be the responsibility of Haldimand.

51. Haldimand will be entitled to use the Facility up to six (6) times a year for community meetings, subject to availability, at no charge, provided that Haldimand makes its request at least fourteen (7) days in advance of the date the Facility is so required.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals on the date first written above.

THE CORPORATION OF HALDIMAND COUNTY

Per:

(Ken Hewitt – Mayor)

(Evelyn Eichenbaum – Clerk)

I/We have authority to bind the corporation.

DUNNVILLE COMMUNITY LIFESPAN CENTRE

Per:

Bernie Corbett President,
Dunnville Community Lifespan Centre

Wayne Ettinger- Secretary,
Dunnville Community Lifespan Centre

I/We have authority to bind the corporation.
Municipal Address
275 Ramsey Drive
Dunnville, Ontario
N1A 1K8