

CORPORATION OF THE TOWNSHIP OF WHITEWATER REGION

BY-LAW # 08-04-334

Being a By-Law to authorizing Council to enter into an agreement with the leasing of municipal property located at 28 Firehall Lane known as Haley's Rink

WHEREAS pursuant to the *Municipal Act, 2001* (Ontario), a Council may enter into Agreements;

AND FURTHER that the Municipal Council for the Township of Whitewater Region deems it expedient to enter into agreement with the Blackwater Metis Association of the Renfrew County for the leasing of municipal property located at 28 Firehall Lane known as Haley's Rink;

THEREFORE the Council of the Corporation of the Township of Whitewater Region enacts that:

1. The Township of Whitewater Region hereby authorizes the Mayor and Clerk execute the lease agreement with Blackwater Metis Association of the Renfrew County (Schedule "A").

READ a First, Second and finally passed on the Third Reading this 16th day of April, 2008



MAYOR *Acting*



CAO/CLERK

**CORPORATION OF
THE TOWNSHIP OF WHITEWATER REGION**

Schedule "A"

THIS LEASE MADE this _____ day of _____ 2008. BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF WHITEWATER
REGION Hereinafter called the "LANDLORD" of the first part,

And

BLACKWATER METIS ASSOCIATION OF THE RENFREW
COUNTY Hereinafter called the "SOCIETY" of the second part

WITNESSETH that in consideration of the rents reserved and the covenants hereinafter contained on the part of the Society, the Landlord hereby leases to the society those certain premises situated in the Hamlet of Haley's station, in the Township of Whitewater Region, in the County of Renfrew and being more particularly described as HALEY'S RINK, known as 28 Fire Hall Lane.

PAYING THEREFORE during the term to the Landlord the yearly sum of ONE DOLLAR (\$1.00) of lawful money of Canada payable in advance.

1. SOCIETY COVENANTS:

(a) To pay all associated costs including, heat and hydro and all appropriate liability insurance. The society will be responsible for all costs and maintenance of all interior and exterior local improvements levied against the premises.

(b) To keep up the property and its surroundings to an adequate level of maintenance. Tenant to be allowed to carry on business according to society's lawful heritage.

(c) To permit the landlord to use the premises on 48 hours notice to Society and by permission to be granted by Society Executive Committee Society.

(d) That the Landlord may gain permission by written or verbal notification to Society of Landlord's visit to view state of repair; in order to prevent scheduling conflict.

Landlord may also visit by invitation upon completion of renovations and during any open public function.

(e) That the Society will not carry on or permit to be carried on any business upon the premises that the Landlord deems a nuisance. The Society shall occupy the premises as a Friendship/Community Centre, office for Society and Heritage business and related Community functions and for no other purpose.

(f) To identify the Landlords against all manner of claims, damages, loss costs and charges whatsoever, suffered by the Landlords or its property, either directly or indirectly in respect of any matter or thing arising from the Society's occupancy or use of the premises or out of any operation in connection therewith the society covenants for indemnity herein contained shall extend to all damages by reason of erection or construction of structures now or hereafter to be erected or installed on or in the premises or in connection therewith by the Society, it's servants or agents, whether they have been approved by the Landlords its servants or agents or not.

Also said claims, damages and losses as a result of Landlords or their agents usages and functions whether they have been approved by the Landlords its servants or agents or not shall be the responsibility of the Landlords.

The Society shall provide the same to the Landlord;

- (g) And not assign or sublet without leave from Landlord

2. LANDLORDS COVENANTS

- (a) The Landlords shall maintain ownership of the lands and buildings
- (b) The Landlords covenant with the Society for quiet enjoyment.

3. PROVISOS

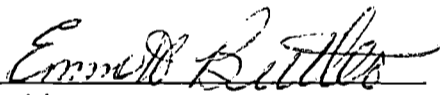
PROVIDED always and it is hereby agreed between the parties as follows:

- (a) Either party to this agreement may terminate this lease upon 30 days notice in writing to either party.
- (b) This lease and all herein contained shall ensure to the benefit of the binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.
- (c) That the lease expire December 31, 2018
The Society shall retain first option to renew said lease and or purchase said site known as HALEYS RINK.

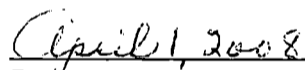
Prior to and on receipt of public funding, this agreement is open to amendments.

IN WITNESS WHEREOF the parties hereto have hereto affixed their corporate seals attested by the signatures of their respective signing officers in that behalf.

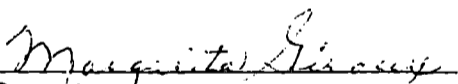
Blackwater Metis Association of Renfrew County,



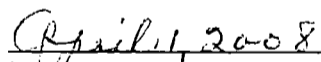
 President



 Date

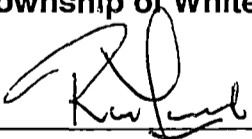


 Secretary

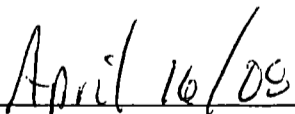


 Date

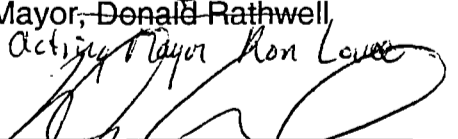
Township of Whitewater Region,




 Mayor, Donald Rathwell



 Date



 Acting Mayor Ron Lowe
 CAO/Clerk, Dean Sauriol



 Date