

CORPORATION OF THE TOWNSHIP OF WHITEWATER REGION

BY-LAW # 12-09-558

Being a By-Law to authorize the Mayor and CAO to execute a lease agreement with the Westmeath & District Recreation Association


WHEREAS pursuant to the Municipal Act, R.S.O. 1990 Chapter M.45, as amended, a Council may enter into agreements;

AND FURTHER that the Municipal Council for the Township of Whitewater Region deems it necessary to enter into a lease agreement with the Westmeath & District Recreation Association for the property known as the Westmeath Arena.

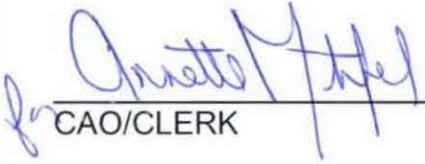
THEREFORE the Council of the Corporation of the Township of Whitewater Region enacts that:

1. The Head of Council and the CAO are hereby authorized to enter into a lease agreement (Schedule "A") with the Westmeath & District Recreation Association for the property known as the Westmeath Arena.

READ a First, Second and finally passed on the Third Reading this 19th day of September, 2012.



MAYOR



CAO/CLERK

SCHEDULE "A"

THIS LEASE MADE this 19th day of September 2012.

BETWEEN:

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

and

WESTMEATH & DISTRICT RECREATION ASSOCIATION
Hereinafter called the "TENANT" of the second part

WITNESSETH that in consideration of the rents reserved and the covenants hereinafter contained on the part of the Tenant, the Landlord hereby leases to the Tenant those certain premises situated in the Hamlet of Westmeath, in the Township of Whitewater Region, in the County of Renfrew and being more particularly described as WESTMEATH ARENA, 119 Synton Street, Westmeath.

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. TENANTS COVENANTS:

- (a) To pay rent and to pay water, gas and electric light rates and rates and assessments, including local improvements levied against the premises hereby demised for each of the years during the term.
- (b) To keep up fences and to repair, damage by fire, lightning and tempest only excepted.
- (c) To permit the Landlord to use the premises during each and every day.
- (d) That the Landlord may enter and view the state of repair.
- (e) That the Tenant will repair according to notice in writing; damage by fire, lightning and tempest only excepted;
- (f) That the Tenant will not carry on or permit to be carried on any business upon the premises that the Landlords deem a nuisance or by which the premises or any buildings or part thereof shall be injured or damaged or by which the cost of insurance upon the premises shall be increased and shall use and occupy the premises as a community centre and for no other purpose.
- (g) That the Tenant will leave the premises in good repair, damage by fire, lightning and tempest only excepted.
- (h) To indemnify 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 Tenants occupancy or use of the premises or out of any operation in connection therewith. The Tenants covenants for indemnify herein contained shall extend to all damage and claims for 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 Tenant, its servants or agents, whether they have been approved by the Landlords its servants or agents or not.

- (i) And not to assign or sublet without leave, but such leave shall not be unreasonably withheld.
- (j) To keep the plumbing work to drains in good condition during the term hereby created and any renewal thereof.

2. LANDLORDS COVENANTS

- (a) The Landlords covenant with the Tenant for quiet enjoyment.
- (b) To maintain liability insurance and to insure fixed and moveable contents at this location belonging to the Westmeath & District Recreation Association.

3. PROVISOS

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

- (a) If the tenant shall neglect or omit to pay any taxes, rates or assessments, water, gas and electric light rates, or any of them, the Landlords may pay them or any of them and charge such payments to the Tenant who hereby covenants to pay and reimburse the Landlords forthwith; the Landlords shall have the same remedies and may take the same steps for the recovery of such payments as they would have for the recovery of rent in arrears.
- (b) The Landlords may re-enter the premises on non payment of rent whether lawfully demanded or not, or on non performance or non observance of any of the covenants herein contained or on seizure or forfeiture of the term for any of the causes in this lease mentioned. This proviso shall extend and apply to all covenants herein contained whether positive or negative.
- (c) If the tenant remains in possession of the premises after the expiration of this lease and the Landlords thereafter accept rent, no new agreement in respect thereto having been entered into between the parties hereto, the tenant shall be a monthly tenant of the premises at the monthly rent herein mentioned and upon the terms and conditions herein contained so far as they may be applicable to a monthly tenancy.
Destruction or damage to premises:
- (d) If during the continuance of the lease the premises are totally destroyed by fire or the elements or are partially destroyed so as to render them wholly unfit for occupancy or if they shall be so badly damaged that they cannot be repaired with reasonable diligence within 60 days of the date of such damage or destruction and the Tenant shall immediately surrender the premises and all interests therein to the

Landlords and the Tenant shall pay rent until the time of such damage or destruction and the Landlords may reenter or repossess the premises discharged of this lease and may remove all persons there from.

- (e) If the premises are partially destroyed by fire or the elements and can be repaired with reasonable diligence within 60 days from the happening of the said damage, but if the damage is such as meanwhile to render the premises wholly unfit for the carrying on therein of the Tenants business, then the Landlords shall repair the premises with all reasonable speed and rent shall not accrue while the repairs are being made and if the Landlords shall not have completed the said repairs so as to make the premises available for resumption of the Tenants business within 60 days from the date when the premises were made available by the Tenant to the Landlords to proceed with such repairs, the Tenant may if it chooses surrender the premises to the Landlords and this lease shall terminate from the date of such surrender.
- (f) Provided that the Tenant shall have obtained the Landlords consent, which consent shall not be unreasonably withheld, the Tenant shall have the right to make alterations either structural or otherwise to the interior and exterior of the premises, but upon the request of the Landlords or before the end of the term, the Tenant shall return the premises to the state in which they were before any such alterations were made.

- 4. Either party to this agreement may terminate this lease upon 30 days notice in writing to either party.
- 5. This lease and all herein contained shall ensure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.
- 6. That the lease expire December 31, 2026.

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

Westmeath & District Recreation Association

Township of Whitewater Region

Brenda Grady
President

[Signature]
Mayor

[Signature]
Secretary

[Signature]
for CAO/Clerk