

CORPORATION OF THE TOWNSHIP OF WHITEWATER REGION

BY-LAW # 15-10-820

Being a By-Law to authorize the Mayor and CAO to execute a 3 year Lease Agreement to rent out the office space at the Westmeath Municipal Office.

WHEREAS pursuant to Section 9 of the Municipal Act, 2001, S.O. 2001 as amended, a Council may enter into agreements;

AND FURTHER that the Municipal Council for the Township of Whitewater Region deem it necessary to enter into a lease agreement with AWire Telecom Services Inc.

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

1. The Mayor and the CAO are hereby authorized to execute this Agreement attached as Schedule "A"

Passed this 7th day of October, 2015.



MAYOR Hal Johnson



CAO/CLERK Christine FitzSimons

SCHEDULE "A" TO
15-10-820



Agreement to Lease
Commercial - Short Form



This Agreement to Lease dated this 15th day of September 2015

TENANT: Aurine Telecom Services Inc.

LANDLORD: The Corporation of the Township of Whitewater Region

The tenant hereby offers to lease from the landlord the premises as described herein on the terms and subject to the conditions as set out in this Agreement.

1. PREMISES: The "Premises" consisting of approximately 1000 square feet more or less on the 1st floor of the "Building" known municipally as 1798 Westmeath Road in the Township of Whitewater Region, Province of Ontario, as shown outlined on the plan attached as Schedule "A"

2. USE: The premises shall be used only for

3. TERM OF LEASE: The lease shall be for a term of 3 years 0 months commencing on the 8th day of Oct 2015, and terminating on the 8th day of Oct 2018

4. RENT: At a rental of \$ 6400.00 per annum, payable \$ 500 monthly in advance, on the 1st day of each month during the said term, plus HST.

5. DEPOSIT AND PREPAID RENT: The Tenant delivers (\$500) by negotiable cheque payable to Christine FitzSimons "Deposit Holder" in the amount of (\$500)

to be deposited and held in trust as security for the faithful performance by the Tenant of all terms, covenants and conditions of the Agreement and after the earlier of occupancy by the tenant or execution of the lease to be applied by the landlord against the (\$500) month's rent and HST. If the Agreement is not accepted, the deposit is to be returned to the Tenant without interest or deduction. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Tenant is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in the Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

6. ADDITIONAL TERMS see attached

CERTIFIED TRUE COPY

Christine FitzSimons
CAO / Clerk
and Commission of Oaths
Township of Whitewater Region

7. SCHEDULES: The Schedules attached hereto shall form an integral part of this Agreement to Lease and consist of

8. IRREVOCABILITY: This offer shall be irrevocable by (landlord/tenant) until 20 on the 20th day of September after which time if not accepted, this offer shall be null and void and all moneys paid thereon shall be returned to the Tenant without interest or deduction.

It is further understood that all representations by the landlord or any of the landlord's representatives are set out in this Agreement.

9. NOTICES: The landlord hereby appoints the Listing Brokerage as agent for the landlord for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Tenant's Brokerage) has entered into a representation agreement with the Tenant, the Tenant hereby appoints the Tenant's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage represents both the Landlord and the Tenant (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Tenant or the Landlord for the purpose of giving and receiving notices. Any notices relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: 613-646-2783 (For delivery of Documents to Landlord) FAX No.: NC (For delivery of Documents to Tenant)

Email Address: cfitzsimons@whitewaterregion.ca (For delivery of Documents to Landlord) Email Address: info@aurine.ca (For delivery of Documents to Tenant)

INITIALS OF TENANT(S): [Signature] INITIALS OF LANDLORD(S): [Signature]

10. **EXECUTION OF LEASE:** The Lease shall be prepared by the Landlord at the Landlord's expense, in accordance with the terms and conditions of this Agreement subject to minor adjustments. The Lease will be signed and executed by both parties hereto prior to the commencement of work on the premises by either party and prior to occupancy by the Tenant.
11. **AGREEMENT IN WRITING:** If there is any conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard preset portion hereof, the added provision shall supersede the standard preset provision to the extent of such conflict or discrepancy. This Agreement, including any Schedule attached hereto, shall constitute the entire Agreement between Landlord and Tenant. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.
12. **LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the broker is not legal, accounting, tax or environmental advice, and that it has been recommended that the parties obtain independent professional advice prior to signing this document.
13. **BINDING AGREEMENT:** This Agreement and the acceptance thereof shall constitute a binding agreement by the parties to enter into the Lease of the premises and to abide by the terms and conditions herein contained.
14. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms of this Agreement.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)	(Tenant or Authorized Representative)	(Seal)	DATE
(Witness)	(Tenant or Authorized Representative)	(Seal)	DATE
(Witness)	(Guarantor)	(Seal)	DATE

We, the Landlord hereby accept the above offer, and agree that the commission together with applicable Harmonized Sales Tax (and any other tax as may hereafter be applicable) may be deducted from the deposit and further agree to pay any remaining balance of commission forthwith.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)	(Landlord or Authorized Representative)	(Seal)	DATE <u>Oct 7/2011</u>
(Witness)	(Landlord or Authorized Representative)	(Seal)	DATE <u>Oct 7/2011</u>

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at..... this..... day of....., 20..... (Signature of Landlord or Tenant)

INFORMATION ON BROKERAGE(S)

Listing Brokerage..... na Tel. No.

Buyer Brokerage..... na Tel. No.

ACKNOWLEDGEMENT

<p>I acknowledge receipt of my signed copy of this accepted Agreement and I authorize the Brokerage to forward a copy to my lawyer.</p> <p>(Landlord) DATE</p> <p>(Landlord) DATE</p> <p>Address for Service:</p> <p>Tel. No.</p> <p>Landlord's Lawyer.....</p> <p>Address.....</p> <p>Email.....</p> <p>Tel. No. FAX No.</p>	<p>I acknowledge receipt of my signed copy of this accepted Agreement and I authorize the Brokerage to forward a copy to my lawyer.</p> <p>(Tenant) DATE</p> <p>(Tenant) DATE</p> <p>Address for Service:</p> <p>Tel. No.</p> <p>Tenant's Lawyer.....</p> <p>Address.....</p> <p>Email.....</p> <p>Tel. No. FAX No.</p>
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FOR OFFICE USE ONLY **COMMISSION TRUST AGREEMENT**

To Co-operating Brokerage shown on the foregoing Agreement to Lease.

In consideration for the Co-operating Brokerage procuring the foregoing Agreement to Lease, I hereby declare that all monies received or receivable by me in connection with the Transaction as contemplated in the MIS Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MIS Rules and shall be subject to and governed by the MIS Rules pertaining to Commission Trust.

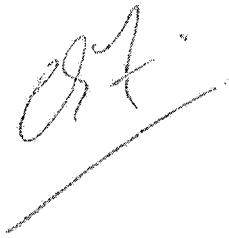
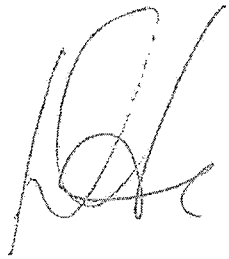
DATED as of the date and time of the acceptance of the foregoing Agreement to Lease Acknowledged by:

(Authorized to bind the Listing Brokerage) (Authorized to bind the Co-operating Brokerage)

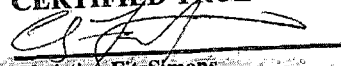
Additional Terms: 4Wire Telecom Services Inc.

- heat and hydro is included
- the desks and reception counter etc. has to be removed as discussed with Doug.
- Some basic cleaning before we move in would also be nice.
- The landlord is responsible for the expenses of operating the building, including taxes, insurance and repairs, but not insurance of contents
- The carpets are in very bad shape already and we had mentioned this to Doug, the tenant is not responsible for the carpets.
- Signage can be put up; The sign and sign location must be approved by the CAO before installation
- Car parking for our staff, customers and our visitors is included
- Take dated pictures of the condition of the premises near the time of signing the lease so it reflect the condition of the building.
- No increases in the rent over the first 3 years of the lease.
- Snow removal and lawn mowing is the responsibility of the landlord.
- We have first right regarding renewal.

If either party wants to end the lease after a two year period then at least a 3 month notice would be required.



CERTIFIED TRUE COPY



**Christine FitzSimons
CAO / Clerk
and Commission of Oaths
Township of Whitewater Region**

15-10-820.

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