

CORPORATION OF THE COUNTY OF PERTH

BY-LAW NUMBER 3140-2009

**AUTHORIZE THE EXECUTION OF AN AGREEMENT WITH
FESTIVAL HYDRO INC.**

WHEREAS the County of Perth Emergency Medical Services had previously entered into a rental agreement for office space comprising 750 sq. feet on second floor at 187 Erie Street, Stratford;

AND WHEREAS the agreement is expiring and due for renewal effective June 1, 2009 and ending May 31, 2014;

NOW THEREFORE, the Municipal Council of the Corporation of the County of Perth enacts as follows:

That a commercial lease agreement with The Corporation of the City of Stratford for office rental for the Emergency Medical Services at 187 Erie Street, Stratford be entered into.

That the Warden and the Clerk are hereby authorized to execute the said agreement and to affix the corporate seal thereto.

Read a first and second time this 14th day of May, 2009

Read a third time and finally passed this 14th day of May, 2009.

“Julie Behrns”

Julie Behrns, Warden

“R. William Arthur”

R. William Arthur, Clerk

L E A S E
(COMMERCIAL)

Made as of the 1st day of June, 2009.

BETWEEN

FESTIVAL HYDRO INC.

(the "Landlord")

- and -

CORPORATION OF THE COUNTY OF PERTH

(the "Tenant")

In consideration of the rents, covenants and obligations stipulated herein the Landlord and the Tenant have agreed to enter into a Lease of the premises known municipally as **187 Erie Street, Stratford** for office space (utilities, cleaning and snow plowing included) on the second floor (750 square feet – see map attached). *(the "Premises")*. (Also granted is the use of parking spaces for employees (4), access to common areas such as shared lunch room, washroom area and conference room. Access is granted to second floor office space on a 24/7 basis from Wellington Street entrance. Also includes the use of reception desk and additional desk and credenza.)

1. GRANT OF LEASE

- (1) The Landlord leases the Premises to the Tenant:
 - (a) at the Rent set forth in Section 2;
 - (b) for the Term set forth in Section 3; and
 - (c) subject to the conditions and in accordance with the covenants, obligations and agreements herein.

- (2) The Landlord covenants that he has the right to grant the leasehold interest in the Premises free from encumbrances except as disclosed on title.

2. RENT

- (1) Rent means the amounts payable by the Tenant to the Landlord pursuant to this Section.

- (2) The Tenant covenants to pay to the landlord, during the Term of this Lease rent as follows:
 - (a) during the first five (5) years of the Term, the sum of \$800.00 per month, payable monthly in advance on the 1st day of each and every month, commencing on the first day of the Term. . Effective June 1, 2009, the Rent Control Guidelines for the prior year will be used to increase the annual rental amount.

- (b) the Tenant hereby agrees to indemnify and protect the Landlord from any liability accruing to the Landlord in respect of the expenses payable by the Tenant as provided herein.
- (c) all Rent in arrears and all sums paid by the Landlord for expenses incurred which should have been paid by the Tenant shall bear interest from the date payment was due, or made, or expense incurred at a rate per annum equal to the prime commercial lending rate of the Landlord's bank plus two (2) per cent

3. **TERM AND POSSESSION AND RENEWAL**

- (1) The tenant shall have possession of the Premises for a period of five (5) years, commencing on the 1st day of June, 2009 and ending on the 31st day of May, 2014 (*the "Term"*).
- (2) The Tenant shall have the option to renew this Lease for one (1) further Term of five (5) years. The Tenant shall exercise such option by providing the Landlord with written notice of the intention to review on or before January 1, 2014. The tenancy shall remain subject to all terms and conditions of this Lease except for Rent, which shall be mutually agreed upon in writing by the Landlord and the Tenant on or before May 1, 2009 failing which this option to renew shall be of no force and effect.
- (3) If either party wishes to terminate this agreement prior to the expiry referred to above, 183 days written notification must be given to the other party.

4. **INSURANCE**

- (1) During the Term of this Lease and any renewal thereof the Landlord shall maintain with respect to the Premises, insurance coverage insuring against:
 - (a) loss or damage by fire, lightning, storm and other perils that may cause damage to the Premises or the property of the Landlord in which the Premises are located as are commonly provided for as extended perils coverage or as may be reasonably required and obtained for as extended perils coverage or as may be reasonably required and obtained by the Landlord, and the insurance policy shall provide coverage on a replacement cost basis in an amount sufficient to cover the cost of all signs and leasehold improvements;
 - (b) liability for bodily injury or death or property damage sustained by third parties up to such limits as the Landlord in his sole discretion deems advisable;
- (2) The Tenant shall carry insurance in his own name insuring against the risk of damage to the Tenant's property within the Premises caused by fire or

other perils to protect the Tenant's stock-in-trade, equipment, Trade Fixtures, decorations and improvements.

- (3) The Tenant shall carry public liability and property damage insurance in which policy the Landlord shall be an additional insured and the policy shall include a cross-liability endorsement;
- (4) The Tenant shall provide the Landlord with a copy of the above policies, if the Landlord requests.
- (5) The Tenant shall be liable for and indemnify and save harmless the Landlord, its agents and employees from any and all loses, liabilities, damages, costs, claims, suits or actions arising out of:
 - a) any breach, violation or non-performance of any covenant, condition, agreement or other obligation in this agreement set forth and contained on the part of the Tenant to be fulfilled, kept, observed and performed, and
 - b) any damage to property and any injury to any person (including death) resulting or occasioned by any wrongful act, default, omission or negligence of the Tenant and those for whom it is in law responsible, occurring in or on the area of operation or any part thereof.
- (6) The Landlord shall be liable for and indemnify and save harmless the Tenant, its agents and employees from any and all loses, liabilities, damages, costs, claims, suits or actions arising out of:
 - a) any breach, violation or non-performance of any covenant, condition, agreement or other obligation in this agreement set forth and contained on the part of the Landlord to be fulfilled, kept, observed and performed, and
 - b) any damage to property and any injury to any person (including death) resulting or occasioned by any wrongful act, default, omission or negligence of the Landlord and those for whom it is in law responsible, occurring in or on the area of operation or any part thereof.

5. ALTERATIONS AND ADDITIONS

- (1) If the Tenant, during the Term of this Lease or any renewal of it, desires to make any alterations or additions to the Premises, including but not limited to: erecting partition, attaching equipment, and installing necessary furnishings or additional equipment of the Tenant's business, the Tenant may do so at his own expense, at any time and from time to time, if the following conditions are met:

- (a) before undertaking any alteration or addition the Tenant shall submit to the Landlord a plan showing the proposed alterations or additions and items included in the plan which are regarded by the Tenant as "Trade Fixtures" shall be designated as such on the plan, and the Tenant shall not proceed to make any alteration or addition unless the Landlord has approved the plan, and the Landlord shall not unreasonably or arbitrarily withhold his approval;
 - (b) any and all alterations or additions to the Premises made by the Tenant must comply with all applicable building code standards and by-laws of the municipality in which the Premises are located.
- (2) The Tenant shall be responsible for and pay the cost of any alterations, additions, installations or improvements that any governing authority, municipal, provincial or otherwise, may require to be made in, on or to the Premises.
- (3) No sign, advertisement or notice shall be inscribed, painted or affixed by the Tenant, or any other person on the Tenant's behalf, on any part of the inside or outside of the building in which the Premises are located unless the sign, advertisement or notice has been approved in every respect by the Landlord.
- (4) All alterations and additions to the Premises made by or on behalf of the Tenant, other than the Tenant's Trade Fixtures, shall immediately become the property of the Landlord without compensation to the Tenant.
- (5) The Tenant agrees, at his own expense and by whatever means may be necessary, immediately to obtain the release or discharge of any encumbrance that may be registered against the Landlord's property in connection with any additions or alterations to the Premises made by the Tenant or in connection with any other activity of the Tenant.
- (6) If the Tenant has complied with his obligations according to the provisions of this Lease, the Tenant may remove his Trade Fixtures at the end of the Term or other termination of this Lease and the Tenant covenants that he will make good and repair or replace as necessary any damage caused to the Premises by the removal of the Tenant's Trade Fixtures.
- (7) Other than as provided in paragraph 7(6) above, the Tenant shall not, during the Term of this Lease or anything thereafter remove from the Premises any Trade Fixtures or other goods and chattels of the Tenant except in the following circumstances:
 - (a) the removal is in the ordinary course of business;

- (b) the Trade Fixture has become unnecessary for the Tenant's business or is being replaced by a new or similar Trade Fixture; or
- (c) the Landlord has consented in writing to the removal;

but in any case the Tenant shall make good any damage caused to the Premises by the installation or removal of any Trade Fixtures, equipment, partitions, furnishings and any other objects whatsoever brought onto the Premises by the Tenant.

- (8) The Tenant shall, at his own expense, if requested by the Landlord, remove any or all additions or improvements made by the Tenant to the Premises during the Term and shall repair all damage caused by the installation or the removal or both.
- (9) The Tenant shall not bring onto the Premises or any part of the Premises any machinery, equipment or any other thing that might in the opinion of the Landlord, by reason of its weight, size or use, damage the premises or overload the floors of the Premises, and if the Premises are damaged or overloaded the Tenant shall restore the Premises immediately or pay to the Landlord the cost of restoring the Premises.

6. **DAMAGE TO THE PREMISES**

- (1) If the Premises or the building in which the Premises are located, are damaged or destroyed, in whole or in part, by fire or other peril, then the following provisions shall apply:
 - (a) if the damage or destruction renders the Premises unfit for occupancy and impossible to repair or rebuild using reasonable diligence within 120 clear days from the happening of such damage or destruction, then the Term hereby granted shall cease from the date the damage or destruction occurred, and the Tenant shall immediately surrender the remainder of the Term and give possession of the Premises to the Landlord, and the Rent from the time of the surrender shall abate;
 - (b) if the Premises can with reasonable diligence be repaired and rendered fit for occupancy within 120 days from the happening of the damage or destruction, but the damage renders the Premises wholly unfit for occupancy, then the rent hereby reserved shall not accrue after the day that such damage occurred, or while the process of repair is going on, and the Landlord shall repair the Premises with all reasonable speed, and the Tenant's obligation to pay Rent shall resume immediately after the necessary repairs have been completed;

- (c) if the leased Premises can be repaired within 120 days as aforesaid, but the damage is such that the leased Premises are capable of being partially used, then until such damage has been repaired, the Tenant shall continue in possession and the Rent shall abate proportionately.
- (2) 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.
- (3) Apart from the provisions of Section 6 (1) there shall be no abatement from or reduction of 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 which the Landlord is obliged to provide according to this Lease, from any cause whatsoever.

7. **TERMINATION UPON NOTICE AND AT END OF TERM**

- (1) The Tenant agrees to permit the Landlord during the last three months of the Term of this Lease to display "For Rent" or "For Sale" signs or both at the Premises and to show the Premises to prospective new tenants or purchasers and to permit anyone having written authority of the Landlord to view the Premises at reasonable hours.
- (2) If the Tenant remains in possession of the Premises after termination of this Lease as aforesaid and if the Landlord then accepts rent for the Premises from the Tenant, it is agreed that such overholding by the Tenant and acceptance of Rent by the Landlord shall create a monthly tenancy only but the tenancy shall remain subject to all the terms and conditions of this Lease except those regarding the Term.

In Witness of the foregoing covenants the Landlord and the Tenant have executed this Lease.


CORPORATION OF THE COUNTY OF PERTH

FESTIVAL HYDRO INC

Per:

Per:

CAO:



President: Bill Zehr

