

AGREEMENT

This agreement made in triplicate this day of , 2021

BETWEEN

THE CORPORATION OF THE MUNICIPALITY OF MISSISSIPPI MILLS
Hereinafter referred to as the "Landlord"

AND

ALMONTE CURLING CLUB
Hereinafter referred to as the "Tenant"

IT IS AGREED AS FOLLOWS:

BACKGROUND

- A. the Landlord is the owner of property known as the Almonte Curling Facility, located at 160 Bridge Street, hereinafter referred to as (the "Lands") described as Concession 9, Part Lot 15, Almonte Ward, Municipality of Mississippi Mills
- B. the Tenant wishes to lease the Lands, as well as the rights of access thereto as the Tenant may require, for management and maintenance purposes.

ARTICLE 1 DESCRIPTION OF THE LEASED LANDS

1.1 Lease of the Lands

The Landlord hereby leases the Lands described as Concession 9, Part Lot 15, Almonte Ward, Municipality of Mississippi Mills and known as the Almonte Curling Facility. More specifically, this lease applies to the Curling Facility ice surface (does not include access to ice plant unless pre approval is obtained by Facility Foreman or designate), the lounge (including the kitchen and bar areas), and Curling Facility washrooms and locker rooms.

1.2 Title of Landlord

The Landlord warrants that it is the registered owner of the Lands by virtue of a deed registered in the Land Registry Office for the Land Registry Division of Almonte (No. 27).

ARTICLE 2 TERM

2.1 TERM

Subject to Article 9, this Lease shall have a term of one (1), 22 week term (the "Term") as follows:

- i. commencing at 12 o'clock noon on the 1st day of November, 2021 and ending on the 31st day of March, 2022 at 11:59 p.m. (Year 1)

ARTICLE 3 RENT

- 3.1 The Tenant shall pay to the Landlord a total Term rent of
 - i. \$27,950.00 plus HST, to be paid in five equal monthly installments of \$5,590.00 each plus HST, commencing on November 1, 2021 and on the first day of each month thereafter.

ARTICLE 4 TENANT USES

4.1 Tenant Uses:

The Landlord grants permission to the Tenant:

- 4.1.1. to use the Lands for curling and other purposes during the hours of 6:30 am to 12:00 midnight except on the following days: Remembrance Day, from noon on Christmas Eve, Christmas Day, Boxing Day, from noon on New Year's Eve, New Year's Day, Family Day, Good Friday, Easter Sunday and Easter Monday. If the Tenant requires access outside of these hours, pre-approval from the Landlord shall be obtained.
- 4.1.2. to book and schedule all events and activities in the Curling Facility
- 4.1.3. to have 24 hours, 7 day per week access to the Lands for the purpose of ice maintenance only, by a certified ice technician under contract with the Tenant.

ARTICLE 5 TENANT'S OBLIGATIONS

5.1 Tenant's Obligations

The Tenant shall throughout the Term:

5.1.1. Administration

- 5.1.1.1. Provide a representative to be present at all tenant rentals and functions
- 5.1.1.2. be responsible for the operation and the administration of the annual curling programs.
- 5.1.1.3. be responsible for the booking and scheduling of events and activities in the Curling Facility and providing a weekly schedule two (2) weeks in advance to the Landlord and

advising of any changes to the submitted schedule as soon as the Tenant becomes aware of the changes

- 5.1.1.4. pay the Rent as it becomes due and payable provided the Facility is in continuous operation.
- 5.1.1.5. observe all laws, orders, and regulations applicable to the Lands owned by the Landlord.
- 5.1.1.6. observe all laws, orders, and regulations applicable to the LLBO (Liquor License Board of Ontario)
- 5.1.1.7. provide proof to the Landlord's satisfaction of certification of the ice technician's qualifications.
- 5.1.1.8. If the regular curling season is not allowed to start in November 2021 or is interrupted or terminated due to Provincial, Municipal or Health Unit directive, the monthly lease payments will be suspended for the specific period of time.
- 5.1.1.9. If the regular curling season is interrupted due to Provincial, Municipal or Health Unit directive, The Municipality can decide at any time if it feels necessary to shut down the ice plant and remove the ice in the facility to end the season. The Almonte Curling Club will be consulted before any shut down occurs at which time lease payments would cease.

5.1.2. Maintenance

- 5.1.2.1. be responsible for the setting up and tearing down in preparation of special events being held in the Curling Facility. Assistance by the Landlord may be provided in accordance with Section 5.1.3.1. of this agreement.
- 5.1.2.2. be responsible for maintaining the ice surface on a day to day basis (i.e. sweeping, pebbling, shaving, etc.) including the purchase of supplies for same.
- 5.1.2.3. be responsible for minor repairs such as painting, bulletin boards, kitchen cupboards, etc.
- 5.1.2.4. be responsible for the purchase and / or repair of curling apparatus such as brooms, rocks, measuring devices, ice scraper blades, etc. to current conditions (Note: pre and post contract inspections required)
- 5.1.2.5. be responsible to have the ice maintenance personnel properly trained on the procedures for making curling ice and on the use of equipment to maintain the ice surface

- 5.1.2.6. inform the Landlord in writing of any renovations to the Lands and receive permission from the Landlord in writing before commencement of any such works

5.1.3. Financial

- 5.1.3.1. reimburse the Landlord, at the applicable hourly rate plus benefit load for all additional staff time spent on ice maintenance, tear down and set up, etc. that is not part of this Agreement and that has been pre-approved by the Club Manager or designate.

5.1.4. General

- 5.1.4.1 honour the provisions of the "Reciprocal Use Agreement" that the Landlord currently has with the Upper Canada District School Board and the Catholic District School Board of Eastern Ontario.
- 5.1.4.2. permit the Landlord to book the Curling Facility through the Club Manager or designate for meetings / events at no charge, if available according to the schedule provided in accordance with 5.1.1.3.
- 5.1.4.3. the Landlord shall provide a representative to be present at all Landlord rentals as per 5.1.4.4.
- 5.1.4.4. utilize the Landlord's Rental and Allocation policy as a guideline for rental fees for the Curling Facility

ARTICLE 6 LANDLORD'S OBLIGATIONS

6.1 Landlord's Obligations

The Landlord shall throughout the Term:

6.1.1. Administration

- 6.1.1.1. be responsible for providing and scheduling bar staff in coordination with the Tenant and for keeping a bar inventory in accordance with past practices. Municipal bar operations will be reviewed on an annual basis with the Almonte Curling Club.
- 6.1.1.2. Further to Article 6.1.1.1. the Municipality reserves the right to review the bar operation on an annual basis to determine if it is a

profitable operation that should be continued by the Municipality. The Municipality agrees that it will enter into discussions with the Tenant if changes are being proposed to examine other options that may exist for future bar operations.

- 6.1.1.3. allow the Tenant to install a phone line in the Curling Facility.

6.1.2. Maintenance

- 6.1.2.1. be responsible to provide a clean and dry ice surface, clean sideboards and carpets and start the refrigeration plant for the Curling Facility. Should the Municipality not fulfill any or all of the requirements in time for the curling season to commence in accordance with the Term outlined in Section 2.1, the Municipality and Tenant will review the Tenant's costs associated with the delay to determine an appropriate rental rebate.
- 6.1.2.2. be responsible for maintenance such as: ongoing operation and repairs to the ice plant, building (roof, structure, etc.) humidifiers, ice scraper (excluding blades) heaters, electrical, mechanical and plumbing fixtures, etc.
- 6.1.2.3. be responsible for janitorial services and ensure that the curling club facilities are maintained on a daily basis, ensuring the cleanliness of the washrooms, changerooms and curling lounge area.
- 6.1.2.4. be responsible for the initial ice plant start up and the initial installation of the ice surface by a qualified ice making technician including costs of same.
- 6.1.2.5. be responsible for removing the ice from the facility.
- 6.1.2.6. review any proposals for major renovations from the Tenant and provide a written response to same
- 6.1.2.7. Facility Foreman or designate shall respond to requested adjustments of equipment in a timely manner.
- 6.1.2.8. repair and/or replace any trip hazards around the ice surfaces identified by the Tenant and verified by the Landlord including carpeting and bumpers.

6.1.3. Financial

- 6.1.3.1. provide the Tenant with a financial statement by May 31 in each year of the Term
- 6.1.3.2. should the ice plant break down for a period of more than three (3) days throughout the Term, the Tenant shall be reimbursed a daily

amount (Term rent amount divided by the number of days in the Term) back to the effective date of the break down.

ARTICLE 7 JOINT RESPONSIBILITIES

7.1 Joint Responsibilities

- 7.1.1. The Landlord and Tenant shall meet in November and as otherwise required to address situations that may arise from time to time, to discuss capital needs identified by either party and potential sharing of costs for same.
- 7.1.2. The Landlord and Tenant shall provide each other with a list of contacts, including designates for their respective organizations and such lists shall be attached to this agreement as Schedule 'B'.
- 7.1.3. The Landlord and Tenant agree that they will act reasonably at all times with respect to the implementation of the provisions contained within this Agreement.

ARTICLE 8 INDEMNITY

8.1 Indemnity

Save for the negligence or wilful acts of the Landlord and those for whom the Landlord is in law responsible, the Tenant shall indemnify and save harmless the Landlord against all actions, suits, claims, direct damages, costs and liabilities arising out of or as a result of:

- 8.1.1. any breach, violation or non-performance of the terms and obligations on the part of the Tenant set out in this Lease and any damages to the Lands;
- 8.1.2. any injury to or death of any person occasioned by the use of the Lands by the Tenant, its servants, agents, employees or contractors.

ARTICLE 9 INSURANCE

9.1 Insurance

- 9.1.1. The Tenant shall at all times during the Term maintain an insurance policy covering all of its undertakings and in particular, general liability coverage in an amount of Two Million Dollars (\$2,000,000) per occurrence. The Tenant shall, at the signing of this Agreement, provide the Landlord with satisfactory evidence of such insurance.

- 9.1.2. The Landlord shall at all times during the Term maintain an insurance policy covering the Lands for liability purposes in an amount not less than Twenty Five Million Dollars (\$25,000,000) per occurrence. The Landlord shall, at the signing of this Agreement, provide the Tenant with satisfactory evidence of such insurance.

ARTICLE 10 TERMINATION

10.1 Termination by Landlord

The Landlord may terminate this Lease if and whenever:

- 10.1.1. Rent or any part thereof shall be unpaid after it shall have become due and payable as herein provided and such default shall continue for sixty (60) days following receipt of a written notice from the Landlord.
- 10.1.2. any provision of this Lease is not undertaken as required and then only so long as:
- 10.1.2.1. the Landlord has given written notice to the Tenant to rectify the condition not being met and then only if the condition continues for a further period of 30 days provided that the Tenant makes continued efforts to remedy the condition.
- 10.1.2.2. the Landlord provides thirty (30) days written notice.
- 10.1.3. the Municipality gives sixty (60) days prior written notice to the Tenant.

10.2 Termination by Tenant

The Tenant may terminate this Lease by giving sixty (60) days prior written notice to the Landlord.

10.3 No Tacit Renewal

It is agreed that should the Tenant continue to occupy the Lands after the last day of the last Term, there shall be no tacit renewal of this Lease, but the Tenant may, with the Landlord's consent, continue such occupation as a tenancy from month to month, subject in all other respects to the terms and conditions of this Lease which were applicable on the last day of the Term.

10.4 Removal

Upon termination of this lease, the Tenant shall be entitled to and shall leave the Lands in a state of good repair, save and except for reasonable wear and tear.

ARTICLE 11 ASSIGNMENT

11.1 **Prior Consent**

The Tenant shall not assign this Lease without the prior written consent of the Landlord.

ARTICLE 12 NOTICE

- 12.1 Any notice required or permitted to be given hereunder or delivery of documents may be sufficiently given by personal delivery or registered mail to the Tenant at the following address:

Address: 160 Bridge Street
PO Box 309
Almonte ON K0A 1A0

Attention: President

Tel No. (613) 256-4560

and to the Landlord at the following address:

Address: 3131 Old Perth Road
PO Box 400
Almonte ON K0A 1A0

Attention: Chief Administrative Officer

Tel No. (613) 256-2064 ext. 220

Fax No. (613) 256-4887

ARTICLE 13 OTHER PROVISIONS

13.1 **Invalidity of Provisions**

If any clause, obligation or agreement of this Lease, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable by any Court of Law having jurisdiction, the remainder of the Lease or the application of such clause, obligation or agreement to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each clause, obligation or agreement of this Lease shall be separately valid and enforceable to the fullest extent permitted by law.

13.2 **Entire Agreement**

This Lease and any other documents referred to in this Lease, constitute the entire agreement of the parties and may not be amended or modified, except by a written instrument executed by both parties. In addition, the present Lease annuls any prior agreements between the parties.

13.3 **Successors and Assigns**

This Lease shall be binding upon and inure to the benefit of both parties hereto and their respective successors and assigns, heirs and personal representatives.

13.4 **Governing Law**

This Lease shall be governed by the laws of the Province of Ontario.

IN WITNESS WHEREOF the parties hereto have executed this agreement on the date mentioned.

FOR THE ALMONTE CURLING CLUB

WITNESSES

Date: _____

**FOR THE CORPORATION OF THE
MUNICIPALITY OF MISSISSIPPI MILLS**

Christa Lowry, Mayor

Cynthia Moyle, Clerk (Acting)

Date: _____

Schedule 'A'
Curling Club Agreement

Municipality of Mississippi Mills Contact List

Administrative Issues

Primary

Calvin Murphy,
Recreation Manager
Phone No. 613 256-1077 ext. 24
Cell No. 613 229-0062

Alternate

Tiffany MacLaren
Community Economic and Cultural Coordinator
Phone No. 613 256-1077 ext. 22
Cell No. 613 223-3810

Facility Issues

Primary

Ken Fisher
Facility Foreman
Cell No. 613 229-0075

Alternate

On Duty Staff Member
613-256-1712

Schedule 'B'

ALMONTE CURLING CLUB CONTACT LIST

SEASON 2021 - 2022

PRIMARY

Gerry Coleman... Manager

613-223-5633 or email gerrycoleman@rogers.com

ALTERNATE

Don St. John...

613-978-1069 email donst.john@donsmeatmarket.ca

ALTERNATE

Steve ConlonPresident

613-256-1909 email...steveconlon@bell.net