

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2011-93

By-law Authorizing the Lease Agreement between the Corporation of the Town of Amherstburg and Shaanti International Museum of Costumes and Doll Corporation

WHEREAS The Town of Amherstburg considers it desirable to lease the municipally owned premises known as 7860 County Road No. 20, Amherstburg, Ontario;

AND WHEREAS the Town and Shaanti International Museum of Costumes and Doll Corporation wish to enter into an Agreement for a period of One (1) YEAR subject to the renewal and the termination provisions herein;


AND WHEREAS the specifics of such Lease Agreement have been negotiated and are set out in the Lease Agreement attached to and forming part of this bylaw;

NOW THEREFORE THE CORPORATION OF THE TOWN

OF AMHERSTBURG HEREBY ENACTS AS FOLLOWS:

1. That the Mayor and Clerk are hereby authorized to execute the original and copies of an agreement to defer development charges in the form annexed hereto and affix the Corporate Seal thereto.
2. This By-law shall come into force and effect on the date of final passage hereof.

Read a first, second and third time and finally passed this 24th day of October, 2011.



Mayor, Wayne Hurst



Clerk – Brenda M. Percy

THIS LEASE made this 24 day of October 2011

BETWEEN:

THE CORPORATION OF THE TOWN OF AMHERSTBURG
(Hereinafter referred to as the "Town")

-and-

SHAANTI INTERNATIONAL MUSEUM OF COSTUMES AND
DOLLS CORPORATION
(Hereinafter referred to as the "Doll Museum")

WHEREAS the Town is the registered owner of certain lands and premises situate, lying and being in the Town of Amherstburg, and known municipally as 7860 County Road No. 20, Amherstburg, Ontario, (Hereinafter referred to as the "Malden Community Center");

AND WHEREAS the Doll Museum, a non-profit charitable corporation, seeks a premises for the purpose of displaying its collection of costumes and dolls to the general public without charge to the patrons;

AND WHEREAS the Town and the Doll Museum agree that the public display of the collection at the Malden Community Center will be of benefit as a cultural and tourist attraction;

IN CONSIDERATION of the mutual covenants contained herein and such other valuable consideration as has been exchanged between the parties, the receipt of which is acknowledged, the parties hereto agree as follows:

Demise

1. The Town hereby demises and leases to the Doll Museum the main floor of the Malden Community Center, (the "demised premises").
2. In addition to the main floor, which shall be used for display purposes only, the Doll Museum may, with the permission of the Town, use the lower level of the Malden Community Center for the purpose of storing its collection.

Purpose

3. The Doll Museum shall use the demised premises exclusively for the purpose of displaying its collection of costumes and dolls to the general public without charge to patrons.
4. In addition to the use of the premises for public display, as an ancillary and occasional use, the Doll Museum may conduct seminars and workshops in connection with the display of the collection.

Operation

5. Save and except with respect to heating and cooling, the Doll Museum shall bear all costs of operation, including the costs of any persons employed on the demised premises by The Doll Museum

Term

6. The Term shall commence on the 1st day of November 2011 and run for the period of one (1) year, subject to the renewal and the termination provisions herein.

Renewal

7. The Term of the Lease and the provisions herein shall automatically renew for a further period of one (1) year, unless either party gives to the other written notice of termination on or before the 30th day of June prior to the end of the Term or any renewal thereof.

Early Termination

8. The Town may terminate this Lease in the event that the Doll Museum contravenes any provisions of this lease, ceases to operate or loses its status as charitable corporation.

Hours of Operation

9. The Doll Museum shall be open to the public each and every Saturday commencing on the first Saturday in the month of May and ceasing on the last Saturday in the month of October.
10. The Doll Museum shall be open to the public during the days of operation set out in paragraph 9 from the hours of 8:30 in the morning to 1:30 in the afternoon local time.
11. The Doll Museum may extend the hours of operation for appointments or special events on notice to the Town.

Rent Free

12. The Doll Museum shall occupy the demised premises without the payment of rent.

Utilities

13. The Town shall be responsible for the payment of utilities and utility systems maintenance related to the heating and cooling of the demised premises.

Insurance

14. The Doll Museum shall provide proof of insurance with respect to the demised premises, including public liability coverage, and the collection to the Town in an amount and form satisfactory to the Town in which the Town is named as a co-insured.
15. Proof of insurance shall be provided by the Doll Museum to the Town on or before the commencement of the term of this lease and thereafter prior to the commencement of any renewed term.
16. The Doll Museum shall immediately provide to the Town notice of cancellation of any policy of insurance with respect to the demised premises, including public liability coverage, or the collection.

Fixtures and Chattels

17. The Doll Museum shall provide at its own expense all fixtures and chattels necessary for its purposes, and shall be solely responsible for their maintenance.
18. Upon termination of this lease, all fixtures shall become the property of the Town, subject to the right of the Town to require the immediate removal of any or all fixtures and chattels at the expense of the Doll Museum from the demised premises.

Use of the Demised Premises

19. In its use of the demised premises, the Doll Museum shall observe all laws and shall not suffer any waste, damage or injury to the demised premises.
20. The Doll Museum shall comply with all rules and regulations that the Town may impose from time to time on reasonable notice and after prior consultation with the Doll Museum.

Maintenance, Repair and Alterations of the Demised Premises

21. The Doll Museum shall keep the demised premises in a good and reasonable state of repair.
22. The Doll Museum shall immediately report to the Town any dangerous conditions with respect to the state of repair of the Demised Premises.
23. Save and except the placing of fixtures for the purposes of displaying the collection, the Doll Museum shall not make any alteration to the demised premises without the prior written consent of the Town.

Entry by the Town

24. The Town may enter the demised premises at any time on reasonable notice to the Doll Museum.
25. In cases of emergency or when entry is required outside of the hours of operation, the Town may enter the demised premises without any notice to the Doll Museum and advise the Doll Museum of the entry thereafter as soon as practicable.
26. The Town shall have keys to all parts of the demised premises and the Doll Museum shall not install any lock without the consent of the Town and without providing a key(s) to the Town.

Assignment or Subletting

27. The Doll Museum shall not assign or sublet its rights under these lease to any party.

Collection

28. The Doll Museum shall not assign, sell, give, lend, mortgage or otherwise dispose of its interest in any of its collection without the consent of the Town, with the exception of reasonable activity and trade considered necessary to the 'Doll Collection' trade which does not reduce the value of the collection. The Doll Museum shall give notice to the Town of all transactions with a value in excess of the amount of \$5,000.00 prior to the completion of the transaction.
29. Upon termination of the lease, the Doll Museum shall donate its collection to the Town and shall execute all documents necessary for purposes of completing the transfer of the collection to the Town.

Indemnity

30. The Doll Museum shall indemnify and save harmless the Town from any losses or claims,, actions, demands, liabilities, damages and expenses in connection with loss of life, personal injury and/ or damage to or loss of property arising from the use by the Doll Museum of the demised premises howsoever arising.

Relationship

31. By entering into this lease, the parties agree that the only relationship created between the parties is one of landlord and tenant, and that the parties are not and shall not represent themselves to be employer-employee, contractor, partners, agents, joint venturers or any other relationship.

Marketing

31. The Doll Museum shall be responsible for its own marketing, but shall co-operate with

the Town on any joint marketing the Town may deem appropriate.

Notice

32. Each party shall provide particulars for the giving of notice which may be given in writing, by any means including electronically.

Registration

33. This Lease shall not be registered and the Doll Museum acknowledges that it does not have any rights in the demised premises except as set out herein.

Entire Agreement


34. This Lease constitutes the entire agreement between the parties, save and except, any amendments made in writing and signed by both parties and any rules and regulations as provided by the Town to the Doll Museum.

Representation as to Authority

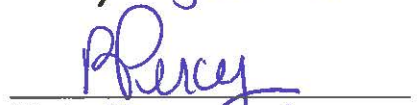
35. Each party represents that it has authority to enter into this Lease and all its terms and that the individual signing on its behalf has authority to bind the corporation.

IN WITNESS WHEREOF the parties have duly executed this Lease.

THE CORPORATION OF THE TOWN OF
AMHERSTBURG




Mayor, Wayne Hurst



Clerk, Brenda M. Percy

SHAANTI INTERNATIONAL MUSEUM OF
COSTUMES AND DOLLS CORPORATION

Per: 
Name: RAJINDRA VARMA
Position: SECT./ TREASURER
I have authority to bind the corporation