

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2013-11

By-law authorizing the renewal of a Lease Agreement between the Corporation of the Town of Amherstburg and The Fighting Island Amateur Boxing Club

WHEREAS the Municipal Act, S.O. 2001, c. 25, authorizes Council to enter into agreements;


AND WHEREAS the Town of Amherstburg had entered into a Lease Agreement with the Fighting Island Amateur Boxing Club for a one-year term for the rental of the premises municipally known as 300 Victoria Street, Amherstburg;

AND WHEREAS the Town of Amherstburg deems it expedient to enter into an Amending Agreement for renewal of the lease for a one year period;

NOW THEREFORE the Council of the Corporation of the Town of Amherstburg enacts as follows:

1. THAT the Mayor and Clerk be authorized to enter into an Amending Agreement
2. THAT Schedule A attached hereto, being the Amending Agreement, as to form and content, forms part of this By-law.
3. THAT all actions taken and/or required to be taken by the Mayor and Clerk on behalf of the Town to fulfill the terms of the Agreement, including the execution of all documentation, are hereby authorized.
4. THAT this By-law shall come into force and take effect immediately upon the final passing thereof.

Read a first, second and third time and finally passed this 21st day of January, 2013.


MAYOR - WAYNE HURST


CLERK - BRENDA M. PERCY

THIS AMENDING AGREEMENT made the 21st day of January 2013

BETWEEN:

**THE CORPORATION OF THE TOWN OF AMHERSTBURG, a
municipal corporation under the laws of the Province of Ontario**

hereinafter called the LANDLORD

OF THE FIRST PART

-and-

THE FIGHTING ISLAND AMATEUR BOXING CLUB

hereinafter called the TENANT

OF THE SECOND PART

WHEREAS:

1. By a Lease dated January 1, 2012, the Landlord leased to the Tenant the premises more particularly described in Schedule "A" of the Lease and known municipally as 300 Victoria Street South, Amherstburg, Ontario, (the "Property");
2. Pursuant to the terms of the Lease, the term of the Lease was for a period of one (1) year with a right of renewal for a further term of one (1) year, and as of the date of this Amending Agreement, the Tenant is an overholding tenant; and
3. The Landlord and the Tenant have agreed to amend the Lease in accordance with the terms and conditions hereinafter set forth.

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Landlord and the Tenant hereby agree as follows:

1. Effective as of the date of this Amending Agreement, the Lease is amended as follows:

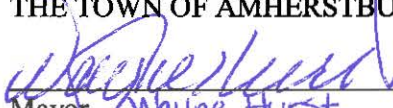
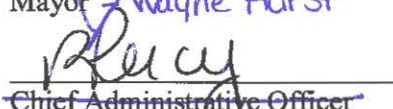
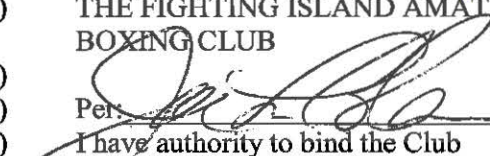
In the event that the Landlord determines the Property should be sold, the Tenant shall vacate the Property within thirty (30) days of the date on which written notice is sent by the Landlord to the Tenant in accordance with the terms of the Lease. This right of termination by the Landlord shall continue with respect to all renewals of this Lease and any overholding of the Property by the Tenant.

The annual rent shall remain the same effective the 1st day of January 2013 and be payable for the remainder of the Lease Term, until 31st day of December 2013. The monthly instalment shall increase the retroactive amount.

2. This agreement (the "Amending Agreement") shall be read together with the Lease and the parties confirm that, except as modified herein, all covenants and conditions in the Lease remain unchanged, unmodified and in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed these presents, by the hands of their proper officers duly authorized in that behalf, as of the date set out above

SIGNED, SEALED AND DELIVERED)
In the presence of

THE CORPORATION OF THE
) THE TOWN OF AMHERSTBURG
)
) 
) Mayor Wayne Hurst
)
) 
) ~~Chief Administrative Officer~~
) Clerk - Brenda M. Percy
)
) THE FIGHTING ISLAND AMATEUR
) BOXING CLUB
)
) 
) Per: _____
) I have authority to bind the Club