

**THE CORPORATION OF THE TOWN OF AMHERSTBURG**

**BY-LAW NO. 2009-07**

**Being a By-law Authorizing the execution of a Lease Agreement between the Corporation of the Town of Amherstburg and The Fighting Island Amateur Boxing Club**

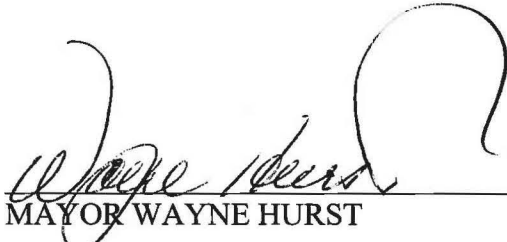
**WHEREAS** The Town of Amherstburg considers it desirable to lease the municipally owned premises know as 300 Victoria Street South, Amherstburg, Ontario being described as Con 1 Pt Lot 2; RP 12R18093, Part 2;

**AND WHEREAS** the Town and The Fighting Island Amateur Boxing Club wish to enter into an Agreement for a period of one (1) Year to set out the terms and conditions upon which the premises may be rented;

**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) An Agreement between the Municipality and The Fighting Island Amateur Boxing Club is attached hereto and is hereby approved and the Mayor and Clerk are hereby authorized to execute the Agreement on behalf of the municipality.
- 2) This By-law shall come into force and take effect immediately upon the final passing thereof.

  
MAYOR WAYNE HURST

  
CAO/CLERK PAMELA MALOTT

1<sup>st</sup> Reading – January 26<sup>th</sup>, 2009

2<sup>nd</sup> Reading – January 26<sup>th</sup>, 2009

3<sup>rd</sup> Reading – January 26<sup>th</sup>, 2009

Schedule "A"

Lease Agreement

This Indenture of Lease made in quadruplicate, to take effect as of the 1<sup>st</sup> day of Sept, 2008.

IN PURSUANCE OF THE SHORT FORMS OF LEASES ACT.

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 the Lessor is the owner in fee simple of the lands and premises more particularly described in Schedule "A", which are municipally known as 300 Victoria Street South, Amherstburg, Ontario (the "Property");

AND WHEREAS the Tenant is desirous of leasing that portion of the Property, having an area of TWO THOUSAND FIVE HUNDRED AND TEN (2510) square feet more or less, as outlined on the aerial view attached as Schedule "B" hereto (the "Demised Premises"), together with appropriate access to the Demised Premises through and over the Property, as well as together with the parking accesses outlined and defined herein, and the Landlord has consented to lease same to the Tenant upon the terms and conditions hereinafter contained.

NOW THIS INDENTURE WITNESSETH that in consideration of the premises herein contained and other good and valuable consideration, the receipt, adequacy and sufficiency of which are respectively acknowledged and confirmed by each of the Parties, hereto, the Parties hereto mutually covenant, promise, agree, warrant and undertake as follows:

ARTICLE 1

GRANT AND TERM

1.01 DEMISED PREMISES

- (a) IN CONSIDERATION of the rents, covenants and agreements hereinafter reserved and contained on the part of the Tenant to be paid, observed and performed, the Landlord doth demised and lease unto the Tenant the Demised Premises.
- (b) THE TENANT is permitted to utilize the parking spaces in the parking area on the Property.

1.02 TERM

- (a) THE TENANT SHALL HAVE AND HOLD the Demised Premises, for and during the term of ONE (1) year (the "Term"), with said Term to commence on the 1<sup>st</sup> day of September, 2008 and to be fully completed on the 31<sup>st</sup> day of August 2009.



### 1.03 OPTION TO RENEW

- (a) THE TENANT SHALL have the option to renew this lease for a further renewal period of ONE (1) year at a rental as hereinafter set forth, commencing the 1<sup>st</sup> day of August, 2009
- (b) THE RENTAL TO BE PAID during such renewal period shall be subject to agreement between the Parties subsequent to the Tenant exercise of the above described right of renewal. For greater certainty, rental for such renewal period shall be determined with reference to fair market rentals for like properties and facilities in the area. However, if the Parties are unable to agree on the rental for the renewal period on or before June 30<sup>th</sup> 2009, then the Parties agree to submit the issue of the amount of rental payable during the renewal period to arbitration in accordance with Section 17.01 herein.

## ARTICLE II

### RENT

#### 2.01 RENT

- (a) THE TENANT COVENANTS with the Landlord to pay annual rent unto the Landlord, the amount of ONE THOUSAND AND EIGHT HUNDRED DOLLARS (\$1,800.00) per annum, payable in monthly instalments of ONE HUNDRED AND FIFTY DOLLARS (\$150.00) per month at Amherstburg, Ontario.
- (b) THE TENEANT FURTHER COVENANT and agree to pay as additional rent or charges the additional items which are payable as rent and hereinafter referred to.

#### 2.02 ADDITIONAL RENT / ADDITIONAL CHARGES

THE TENANT COVENANT to pay rent and to pay additional rent or additional charges any money required to be paid pursuant to Sections 3.01, 3.02, 3.03, 5.01, 6.01, 7.01 and 8.02 hereof and all other sums of money or charges required to be paid by the Tenant under this Lease whether or not the same be designated as "additional rent" or "additional charges" pursuant to this Lease. If such additional rent or additional charges are not paid at the time provided in this Lease, they shall nevertheless be due and payable with the next instalment of rent thereafter falling due hereunder as rent, but nothing herein contained shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due and payable hereunder or limit any other remedy of the Landlord.

#### 2.03 PAST DUE RENT AND ADDITIONAL RENT / CHARGES

IF the Tenant shall fail to pay when the same are due and payable, any rent or additional charges due under this Lease, such unpaid amounts shall bear interest from the due date thereof to the date of payment at the rate of TWO PERCENT (2%) per annum above the prime rate of interest per annum charged from time to time by the Canadian Imperial Bank of Commerce to its preferred corporate customers.

#### 2.04 PLACE OF PAYMENT

ALL PAYMENTS to be made by the Tenant under or in respect of this Lease shall be made to the Landlord at 271 Sandwich Street South, Amherstburg, Ontario or to such agent or agents of the Landlord or at such other place as the Landlord shall hereafter from time to time direct in writing to the Tenant.

## ARTICLE III

### TAXES

### 3.01 BUSINESS AND PERSONAL PROPERTY TAX

THE TENANT shall pay all taxes, rates, charges and license fees assessed, levied or imposed in respect of the personal property, business or income of the Tenant as and when the same become due and payable.

### 3.02 TAX ON RENTS

IN THE EVENT that any Federal, Provincial, Municipal or other governmental authority shall impose or assess any tax, levy or other charge on or against all or any part of the rentals and/or charges paid or to be paid by the Tenant under the terms of this Lease, and Landlord is required to collect from the Tenant and/or pay such tax, levy or charge to such authority, the Tenant shall, upon the same date as such rentals or charges are due to be paid to the Landlord by the Tenant, pay to or reimburse the Landlord (as the case may be) all such charges as may be imposed or assessed which, for the purposes of this Lease, shall be deemed to be due from the Tenant as additional charges under this Lease Agreement; it being the intention of the Parties hereto that the rents payable hereunder shall be paid to the landlord absolutely net, without deduction of any nature whatsoever, except as in this Lease otherwise expressly provided; provide the Tenant shall not be required to pay any estate, inheritance, succession, transfer, income or similar taxes which may be payable by the Landlord.

### 3.03 LAND TAXES

- (a) During the Term herein granted, the Tenant shall pay and discharge as the same become due and payable all applicable taxes, if any, including rates, duties and assessments that may be levied, rated, charged or assessed against the Property, or any fixtures or chattels situate thereon or any part thereof by any Municipal, Provincial, Parliamentary, school or other body during the term hereby demised, including without being limited to every tax, charge, rate, assessment or payment which may become a charge or encumbrance or levied upon or collected in respect of the Property or any part thereof (herein collectively called "Land Taxes").
- (b) A COPY OF THE TAX BILL submitted by the landlord to the Tenant shall be sufficient evidence of the amount of the said Land Taxes assessed or levied against the Property.
- (c) IN THE EVENT of the Tenant being assessed as Separate School Supporters and by reason thereof the amount of taxes payable on the said premises being increased over the amount payable on an assessment as a Public School Supporter, the and in such event the Tenant covenant and agree with the Landlord to pay the Landlord the amount of such increase.

## ARTICLE 1V

### USE WASTE, NUISANCE, GOVERNMENTAL REGULATIONS

#### 4.01 CONDUCT OF BUSINESS

- (a) THE TENANT SHALL NOT, without the prior written consent of the Landlord, which may be arbitrarily refused and/or withheld, utilize the Demised Premises at any time for any other purpose than that of a Non-Profit Amateur Sports Group and further shall not sub-lease the premises or allow use by any other group. For greater certainty, should the Tenant wish to utilize the Demised Premises for any other purposes than that of a Non-Profit Amateur Sports Group, the Tenant shall first obtain the written consent of the landlord, which may be arbitrarily refused or withheld.
- (b) THE TENANT SHALL conduct their business in the Demised premises and occupy the Demised Premises in an up-to-date and reputable manner, shall keep the Demised Premises in a clean and tidy condition, shall not bring thereon any machinery, equipment, article or thing that might damage the



same, shall not overload the floors, and shall not permit ashes, waste or objectionable material to accumulate on or near the Demised Premises.

#### 4.02 WASTE OR NUISANCE

THE TENANT SHALL NOT use or permit the Demised Premises to be used or occupied for any unlawful purpose, or commit or suffer to be committed any waste upon the Demised Premises, or do or permit to be done anything that doing or omission of which shall be or result in a nuisance or which may disturb the quiet enjoyment of any neighbouring properties, tenant or tenements.

#### 4.03 GOVERNMENTAL REGULATIONS

THE TENANT SHALL, at the Tenant's expense, faithfully observe and promptly comply with all the requirements of Federal, Provincial, Municipal and other applicable governmental authorities, and all applicable orders, rules and regulations of the Canadian Fire Underwriters Association or any other body having similar functions, now in force, or which may hereafter be in force, pertaining to the Demised Premises, and likewise observe and comply with the requirements of all policies of public liability fire and other insurance now in force, or which may hereafter be in force with respect to the Demised Premises and any equipment used in connection therewith.

### ARTICLE V

#### UTILITIES

#### 5.01 UTILITY CHARGES

THE LANDLORD SHALL BE RESPONSIBLE for the payment of all charges for heat, water, gas, electricity, or any other utility (save as set out below) or energy used or consumed in the Property and all charges for any utility service or energy supplied to the property. For greater certainty, the Tenant shall be responsible for the payment of any telephone or other private utility charges relating to its business and to the Demised Premises. The Landlord shall not be liable for any interruption or failure in the supply of any such utilities or energy to the Demised Premises, save and except where said interruption or failure is caused by the negligent act or act of omission of the Landlord, and/or the Landlord's agents, employees, servants or contractors.

### ARTICLE VI

#### MAINTENANCE, REPLACEMENT AND REPAIRS

#### 6.01 MAINTENANCE, REPLACEMENT AND REPAIRS

- (a) THE LANDLORD SHALL, at the landlord's expense, and save as set out herein maintain and keep the Property and every part thereof in good, substantial repair and condition, both interior and exterior and shall promptly make all needed repairs of a quality and kind at least equal to the original, including without being limited to the drains, pipes, electrical wiring, heating and air-conditioning, plant and equipment and all other machinery, facilities and equipment belonging to and used in connection with the Property, unless such repairs result from damage caused by the Tenant, and/or the Tenant agents, employees servants, invitees or contractors.
- (b) THE LANDLORD SHALL, at the Landlord's expense, provide snow removal for the parking area of the Property, and shall provide grass cutting/landscaping in all grassed areas of the Property.

#### 6.02 SURRENDER OF DEMISED PREMISES AT END OF TERM

UPON THE EXPIRY of this Lease, the Tenant shall surrender the Demised Premises to the Landlord in the same condition in which they were delivered to the

Tenant at the commencement of the Term Hereof, subject to alterations to the Demised Premises permitted by this Lease Agreement, reasonable wear and tear and damage by fire, lightning, tempest, structural defects, vis major, act of the Queen's enemies, riot, mob violence, civil commotion, earthquake, structural, latent or inherent defect or by reason of any explosion, accident or agency not the result of some negligent act or omission of the Tenant, or the Tenant agents, employees, servants, invitees or contractors only excepted.

## ARTICLE VII

### ACCESS BY LANDLORD

#### 7.01 RIGHT OF ENTRY

THE LANDLORD and the landlord's agents shall have the right to enter the Demised Premises at all reasonable times to inspect the same, and in the event an inspection reveals any maintenance work or repairs are necessary and required by this Lease to be done by the Tenant, the Landlord shall give the Tenant notice in writing and thereupon the Tenant shall, within a reasonable time after receipt thereof, do such maintenance work or make the necessary repairs or replacement in a good and workmanlike manner. If the Tenant shall fail to do so, the Landlord and its contractors, agents or workmen shall be allowed to take all material into and upon the Demised Premises and do such repairs or replacements. The rent reserved shall not abate while the said maintenance work, repairs or replacements are being made (either by the landlord or the Tenant, as the case may be); in addition, the Landlord shall not be liable for any inconvenience, disturbance, loss of business or other damage resulting there from.

## ARTICLE VIII

### INSURANCE AND INDEMNITY

#### 8.01 FIRE INSURANCE AND OTHER RISKS

THE LANDLORD SHALL keep all building, improvements, equipment, fixtures, motors, machinery and equipment in or upon the Property (other than the Tenant trade fixtures and equipment) insured against loss or damage by fire and such other perils which similar properties are usually insured against in the Province of Ontario by prudent owners, including without being limited to fire, lightning, windstorm, hail, explosion, riot, civil commotion, damage from aircraft and vehicles and smoke damage in an amount equal to the full insurance value thereof.

#### 8.02 LIABILITY INSURANCE

THE TENANTS SHALL, at the Tenant sole expense, keep in full force and effect a policy of general public liability insurance with respect to the Demised Premises and the business conducted by the Tenant protecting against claims for personal injury, death and property damage in which the limits shall be not less than TWO MILLION DOLLARS (\$2,000,000.00) with the policy in question to have an inflation factor. The policy shall name the Landlord and the Tenant as insureds. A copy of the policy or a certificate of insurance shall be delivered to the landlord on or before the Possession Date.

#### 8.03 INDEMNIFICATION OF LANDLORD

THE TENANT HEREBY INDEMNIFY and save harmless the Landlord from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Property or any part thereof occasioned wholly or in part by any act or omission of the Tenant and/or the Tenant agents, employees, servants, invitees or contractors. In case the Landlord shall be made a party to any litigation commenced by or against the Tenant, then the Tenant shall indemnify and hold the Landlord harmless and shall pay all costs, expenses and reasonable counsel fees incurred by the Landlord in



connection with such litigation. The Tenant shall also pay all costs expenses and reasonable counsel fees that may be incurred or paid by the landlord in enforcing the covenants and agreements in this Lease.

## ARTICLE IX

### DAMAGE AND DESTRUCTION

#### 9.01 TOTAL AND PARTIAL DESTRUCTION OF THE DEMISED PREMISES

- (a) SUBJECT TO Section 9.04 hereof, if the Demised Premises and/or the building on the property are damage or destroyed, in whole or in part by fire or other peril, then the following provision shall apply:
- i. If the damage or destruction renders the Demised Premises unfit for use and occupancy and impossible to repair or rebuild using reasonable diligence within ONE HUNDRED AND TWENTY (120) days from the date on which such damage or destruction took place (the "EVENT"), then the Term shall cease from the date of such Event, and the "Tenant shall immediately surrender and give possession of the Demised Premises to the Landlord, and rent shall abate from the time of such surrender;
  - ii. If the Demised Premises can, with reasonable diligence, be repaired and rendered fit for use and occupancy within ONE HUNDRED AND TWENTY (120) days from the Event, but the damage or destruction renders the Demised Premises wholly unfit for use or occupancy, the rent reserved hereunder shall not accrue after the Event or while the repairs to such damage or destruction are being carried out. Upon completion of such repairs, the Tenant obligation to pay rent shall resume immediately; and
  - iii. If the Demised premises can, with reasonable diligence, be repaired and rendered fit for use and occupancy within ONE HUNDRED AND TWENTY (120) days from the Event, and the damage or destruction renders the Demised Premises are partially fir for use or occupancy, then, until repairs to such damage or destruction have been completed, the Tenant shall continue in possession of the Demised Premises and the rent shall abate proportionately.
- (b) Any questions 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 Tenant.
- (c) Apart from the provisions of Paragraph 9.01(a) hereof, there shall be not abatement of rent payable by the Tenant, nor shall the Tenant be entitled to claim against the Landlord for any damages general or special, caused by such damage or destruction of the Demised Premises, unless said damage or destruction results from the negligence and/or act of omission by the landlord or any of its employees, servants or agents.

#### 9.01 TERMINATION OF LEASE

NOTWITHSTANDING Section 9.01 hereof, if, during the Term of this Lease, the Demised Premises and/or the building on the Property are totally or partially damaged or destroyed such that, in accordance with section 9.01 hereof, this Lease is terminated, all proceeds from the said insurance on the Property shall belong absolutely to the Landlord and the Tenant shall forthwith execute all releases as may be necessary in respect of the insurance monies.

## ARTICLE X

### ADDITONS, ALTERATIONS, FIXTURES

#### 10.01 PERMITTED ALTERATIONS

- (a) THE TENANT SHALL BE PERMITTED to make any structural alterations, changes in the partitions, additions or renovations to the Demised premises

(the "Alterations") that the Tenant may deem appropriate, provided that the following terms and conditions are complied with:

- i. All alterations shall conform to all statutes, regulations, building by-laws and rules and regulations of any governmental body (including, without limiting the generality of the foregoing, the rules and regulations of the Canadian Underwriters Association or any successor body thereto) if any, then in force affecting the Demised Premises, and that all necessary permits and authorizations shall have been obtained prior to the commencement of work on said Alteration;
  - ii. The Alterations will not be of such kind or extent as to in any manner waken the structure of the Demised premises after the alterations are completed, or reduce the value of the demised premises.
  - iii. All plans and blueprints for the Alterations shall be submitted to the Landlord for its written consent of same prior to any work on the Alterations commencing, which consent shall not be unreasonably withheld; and
  - iv. The Alterations shall be completed in a good and workmanlike manner within a reasonable time of commencement.
- (b) IF structural alterations become necessary because of the application of the lawn or governmental regulations to the business conducted by the Tenant, the Tenant shall make such alterations or additions, at the Tenant expense, after all necessary municipal and other governmental permits and authorizations have been obtained. Such alterations or additions shall be completed in a good and workmanlike manner and within a reasonable time, and the same shall be in compliance with the building and zoning by-laws of the municipality in which the Demised Premises are situated and with all federal provincial and municipal by-laws and regulations of the Canadian Underwriters Association or any other body successor thereto.
- (c) IT IS UNDERSTOOD by the Parties that, at the conclusion of the Term, The Tenant shall not be required to restore the Demised Premises to their former state, provided that this Article X of the Lease has been complied with by the Tenant; in addition, all alterations, additions, renovations, etc. made to the Demised Premises by the Tenant (exclusive of fixtures) shall be surrendered to and become the property of the Landlord.

#### 10.02 FIXTURES

- (a) THE TENANT SHALL have the right to deliver to, and install in the Demised Premises, or to cause to be delivered to or install in the Demised Premises any equipment, fixtures, stock or other material to be used by the Tenant in the operation of their business, PROVIDED THAT no structural damage to the Demised Premises is caused thereby.
- (b) SAVE AS SET OUT THERIN, the fixtures placed in or on the Demised premises by the Tenant shall continue to be the property of the Tenant
- (c) THE TENANT may remove their fixtures so long as all rent and other sums due or to become due hereunder are fully paid, and so long as the Tenant do not remove or carry away from the Demised Premises any plumbing, heating, electrical or ventilating plant or equipment or other services and so long as the Tenant repair any damage caused by such removal; PROVIDED THAT all electric light fixtures, alterations, additions and improvement to the Demised Premises which in any manner are or shall be attached to the walls, floors, ceilings or any linoleum tile, carpet or similar floor covering which may be cemented or otherwise affixed to the floor of the Demised Premises or any panelling or other covering affixed to the walls thereof shall remain upon the Demised Premises and shall become the property of the Landlord at the expiration or other termination of the Lease.

#### 10.03 CONSTRUCTION LIENS



THE TENANT SHALL NOT suffer or permit any construction or mechanic's liens for work, labour, services or materials ordered by the Tenant, or for the cost of which the Tenant may be in any way obligated, to attach to the Property, and whenever any such lien shall attach or a claim therefore shall be registered, the Tenant shall, within TWENTY (20) days after the Tenant have notice of the claim for lien, procure the discharge thereof by payment or by giving security or in such other manner as is or may be required or permitted by law.

## ARTICLE XI

### DEFAULT OF TENANT

#### 11.01 PROVISO FOR RE-ENTRY

PROVISO FOR RE-ENTRY by the landlord on non-payment of rent or non-performance of covenants; and in case, without the written consent of the Landlord, the Demised Premises shall become and remain vacant or not used to a period of THIRTY (30) days while the same are suitable for use by the Tenant or be used by any other person than the Tenant or taken in execution or in attachment by any credit of the tenant or the Tenant shall make an assignment for the benefit of creditors or become bankrupt or insolvent or take the benefit of any act now or hereafter in force for bankrupt or insolvent debtors or any other shall be made for the winding-up of the Tenant, then and in every such case all rental payable pursuant to this Lease shall immediately become due and payable and at the option of the Landlord, this Lease shall cease and terminate and the said Term shall immediately become forfeited and void, in which event the Landlord may re-enter and take possession of the Demised Premises as though the Tenant or any occupant or occupants of the Demised Premises was or were holding over after the expiration of the Term without any right whatever.

#### 11.02 DISTRESS

NOTWITHSTANDING THE BENEFIT of any present or future statute taking away or limiting the Landlords right of distress, none of the goods and chattels of the Tenant on the Demised Premises at any time during the same term shall be exempted from levy by distress for rent in arrears.

#### 11.03 TENANT' CHATTELS

PROVIDED THAT in the case of removal by the Tenant of the goods and chattels of the Tenant from the Demised Premises out of the ordinary course of business, the landlord may following the same for THIRTY (30) days in the same manner as is provided for in the Landlord and Tenant Act.

## ARTICLE XII

### ASSIGNMENT AND SUBLETTING

#### 12.01 CONSENT OF LANDLORD

- (a) THE TENANT WIL NOT ASSIGN the Lease or sublet the whole or any part of the Demised Premises without the written consent of the Landlord which consent shall not be unreasonably withheld, provided that the proposed assignee or subtenant is reputable and creditworthy with sufficient net worth and financial ability to perform all of the obligations undertaken by the Tenant, and provided that such assignment or subletting does not violate the use permitted herein.
- (b) NOTWITHSTANDING ANY SUCH ASSIGNMENT OR SUBLETTING, the tenant shall remain fully liable with respect to their obligations under this Lease, and shall not be released from performing any of the terms, covenants and conditions of this Lease.

- (c) IMMEDIATELY AFTER any such assignment or subletting pursuant to the above provisions, the rent payable by the Tenant to the landlord shall not be less than the rent paid by the Tenant to the Landlord immediately prior to such assignment or subletting.

### ARTICLE XIII

#### OVERHOLDING

##### 13.01 OVERHOLDING

IF upon the termination of this Lease or any renewal thereof for any reason whatsoever the Landlord permits the Tenant to remain in possession of the Demised Premises and accepts rent in respect thereto, a tenancy from year to year shall not be created by implication of law, but the Tenant shall be deemed to be monthly tenant only subject in all respects to the provisions of this Lease.

### ARTICLE XIV

#### TERMINATION

##### 14.01 TERMINATION

THE LEASE herein contained shall be terminated at the option of the Landlord on the happening of any of the following events:

- (a) The bankruptcy or insolvency of the Tenant
- (b) The breach by the Tenant of any of the covenants herein contained; PROVIDED THAT such breach has not been corrected within SEVEN (7) days after written notice has been given by the Landlord to the Tenant specifying such breach, or the correction of such breach has not been commenced within SEVEN (7) days after written notice has been given by the landlord to the tenant specifying such breach where the correction of such breach cannot reasonably be completed within SEVEN (7) days
- (c) The Tenant being in default of any payment hereunder in excess of FIFTEEN (15) days from the due date for such payment (notwithstanding any other provision otherwise herein contained)
- (d) By mutual agreement of the Parties hereto under a memorandum in writing signed by both the Landlord and the Tenant; or
- (e) In the event of expropriation or other involuntary forfeiture of the Demised Premises.

### ARTICLE XV

#### QUIET ENJOYMENT

##### 15.01 QUIET ENJOYMENT

THE LANDLORD COVENANTS with the Tenant that, upon the Tenant duly paying the rent hereby reserves together with all additional charges herein secured and duly keeping, observing and performing the covenants, agreements and conditions herein on the Tenant part to be kept, observed and performed, the Tenant shall and may peaceable possess and enjoy the Demised Premises for the term hereby granted without hindrance, interruption or disturbance from the Landlord.

##### 15.02 SIGNAGE

THE TENANT may place, erect, maintain or paint any sign or signs upon the Demised Premises and the Tenant may remove such sign or signs at the expiration of the Term or any extension thereof; PROVIDED THAT the Tenant covenant that, in the erection of any such permitted signs, they shall comply with all relevant federal, provincial and municipal laws, ordinances and requirement; FURTHER PROVIDED



THAT the Tenant covenant that, in the removal of any such signage, the Tenant shall repair any damage caused thereby.

## ARTICLE XVI

### OFFSET STATEMENT, SUBORDINATION

#### 16.01 OFFSET STATEMENT

THE TENANT SHALL, within FIFTEEN (15) days after request therefore by the Landlord, or in the event that upon any sale, assignment or hypothecation of the Property an offset statement shall be required from the Tenant, deliver a certificate to any proposed purchaser or mortgagee or to the Landlord certifying (if such be the case) that this Lease is in full force and effect that there are no defences or offsets thereto or stating those claimed by the Tenant.

#### 16.02 SUBORDINATION

UPON REQUEST of the Landlord, the Tenant shall subordinate the Tenant rights hereunder the lien or any mortgage or mortgages, or the lien resulting from any other method of financing or refinancing now or hereafter in force against to be made upon the security thereof; PROVIDED THAT the Landlord shall provide to the Tenant a Non-Disturbance Agreement by such mortgagee, pursuant to which shall be entitled to continue to occupy the Demised premises so long as the Tenant are not in default under the terms of this Lease or any renewal thereof. The Tenant shall execute all documentation required by the landlord to give effect to any such subordination.

## ARTICLE XVII

### MISCELLANEOUS

#### 17.01 ARBITRATION

- (a) IN THE EVENT of any dispute arising between the parties hereto relating to any matter herein contained, such dispute shall be submitted to arbitration by notice being given by any of the Parties to the others. Upon such notice being given, the dispute shall be determined by the award of THREE (3) Arbitrators, or by a majority of them. The Landlord shall nominate ONE (1) Arbitrator within THIRTY (30) days of the giving of such notice; the THIRD (3<sup>rd</sup>) Arbitrator shall be selected by the Arbitrators chosen by the Parties within SEVEN (7) days of their nomination.
- (b) IF either the Landlord or Tenant shall neglect or refuse to name an Arbitrator in the time specified, or if the Arbitrators selected by both Parties are unable to agree upon the THIRD (3<sup>rd</sup>) Arbitrator, or are unwilling for any reason to proceed with the arbitration, either Party may apply to a judge of the Ontario Court (General Division), who shall name an Arbitrator and/or fix the terms of the arbitration, and the Parties agree to be bound by any person so named and/or any term of conditions so fixed.
- (c) THE ARBITRATORS shall have all the powers given by the Arbitration Act, R.S.O. 1990 Chap A24 as from time to time amended, and may proceed at any time in such manner as they see fit on such notice as they may deem reasonable. The Landlord and the Tenant shall pay their own costs, and shall share equally the costs of the arbitration. The award and determination of the Arbitrators shall be final and binding upon both parties hereto, and each Party agrees not to appeal any such award or determination.

#### 17.02 NOTICES

- (a) ANY NOTICE to be given by one Party to this Agreement to the other Party to this Agreement shall be sufficiently given if made in writing and addressed to the other party by means of Telex, Telegraph or Facsimile or by prepaid registered mail. In the event such notice shall be given by Telex, Telegraph or



Facsimile, it shall be deemed to have been received on the next day following the transmission of such notice, and in the event that such notice shall be given by registered mail, it shall be deemed to have been received upon the THIRD (3<sup>rd</sup>) day next following the date of deposit of such notice in a government post office.

- (b) IN the case of notice being given to the Landlord, such notice shall be sent to the following address:  
THE CORPORATION OF THE TOWN OF AMHERSTBURG  
271 Sandwich Street South,  
Amherstburg, Ontario  
N9V 2A5
- (c) IN the case of notice being given to the Tenant, such notice shall be sent to the following address  
THE AMHERSTBURG BOXING CLUB
- (d) ANY PARTY to this Agreement may change particulars of its address for notice by notice to the other Party to this Agreement in the manner set out herein.

### 17.03 GENERAL PROVISIONS

- (a) ANY WAIVER by the landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by the Landlord shall not be deemed to be a waiver of any preceding breach by the Tenant of any term, covenant or condition of this lease, other than the failure of the Tenant to pay the particular rent so accepted, regardless of the Landlords knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of this Lease shall be deemed to have been waived by the landlord unless such waiver be in writing and signed by the landlord.
- (b) NO PAYMENT by the Tenant or receipt by the landlord of a lesser amount than the monthly rent stipulated shall be deemed to be other than an account of the earliest stipulated rent, nor shall any endorsement or statement on any cheque or any letter accompanying any cheque or payment of rent be deemed an accord and satisfaction, and the landlord may accept such cheque or payments without prejudice to the Landlords rights to recover the balance of such rent to pursue any other remedy in this Lease provided.
- (c) IN THE EVENT that either the Landlord or the Tenant are delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labour troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the Party delayed in performing the work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section shall not operate to excuse the Tenant from prompt payment of rent, additional charges or any other charges or payments required by the terms of this Lease.
- (d) THE TENANT SHALL NOT register this Lease in this form but if the Tenant desire to register notice of this Lease, then the parties hereto shall contemporaneously with the execution hereof, execute a short form Notice of Lease solely for the purpose of registration.
- (e) IF any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Lease shall be valid an enforceable to the fullest extent permitted by law.



- (f) SAVE AS AFORESAID; this Lease shall be interpreted in accordance with the laws of the province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract.
- (g) THE WORDS importing the singular number only shall include the plural, and vice versa, and words importing the masculine gender shall include the feminine gender, and words importing persons shall include firms and corporations and vice versa.
- (h) UNLESS THE CONTEXT otherwise requires, the word "Landlord" and the work "Tenant" wherever used herein shall be construed to include and shall mean the executors, administrators, heirs, permitted successors and/or assigns of the said Landlord and Tenant respectively.
- (i) THE PARTIES HERETO AGREE for themselves, and their executors, administrators, heirs, permitted successors and/or assigns, to execute any instrument which may be necessary or proper to carry out the purposes and intent of this Lease. For greater certainty, this Lease Agreement shall be binding upon the Parties as well as their executors, heirs, permitted successors and/or assigns.
- (j) THE DIVISION of this Lease Agreement into sections, subsections, etc. and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation hereof
- (k) ANY SCHEDULES and other documents attached to this Lease are integral part of this Lease Agreement and are incorporated into this Lease by reference.
- (l) THIS AGREEMENT may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument and shall be effective as of the date set out above.
- (m) THIS LEASE AGREEMENT constitutes the entire agreement among the Parties and except as herein state and in the instruments and documents referred or to be delivered pursuant hereto, contains all of the representations and warranties of the respective Parties. There are no oral representations or warranties among the Parties of any kind. This Lease Agreement may not be amended or modified in any respect except by written instrument signed by all Parties.

IN WITNESS WHEREOF the parties hereto have executed these presents, in the case of the Landlord, by the hands of its 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 TOWN  
) OF AMHERSTBURG

) Per: Wayne Hurst  
) Wayne Hurst, Mayor

) Per: Pamela Malott  
) Pamela Malott, CAO / Town Clerk

) We have authority to bind the corporation

C. Hargreaves  
Witness Deputy-Clerk

) Joe LeBlanc

Witness

) JOE LeBLANC

) PKS



SCHEDULE "B"



**Scout Hall**  
**Approx 2510 Square Feet (Building Outline)**