

THIS INDENTURE made as of the 1st day of September 2024

in pursuance of THE SHORT FORMS OF LEASES ACT

BETWEEN

The Corporations of the Municipality of Temagami

Herein called the Landlord”

OF THE FIRST PART AND

Living Temagami Arts and Culture

Herein called the “Tenant”

OF THE SECOND PART

In consideration of the rents reserved and the covenants and agreements contained in the Lease on the part of the Tenant, the Landlord hereby leases to the Tenant Living Temagami Arts and Culture those certain premises situate in the Municipality of Temagami , in the of District of Nipissing, more particularly described as the South Part, inclusive of the Mezzanine, of the Temagami Train Station, 6715 Highway 11 North, Temagami, ON hereinafter called the “Leased Premises” for a term commencing on the 1st day of September 2024.

The rent in respect of the leased premises shall be payable to the Landlord in advance in equal monthly installments of \$550 dollars each, on the 1st day of each month during the term, the first payment becoming due and being payable on the 1st day of September 2024.

The term of the lease is for a period of three years. The rental amount is to be reviewed annually and is subject to change annually with approval from Mayor and Council.

TENANTS COVENANTS

The Tenant hereby covenants with the Landlord ad follows:

- (a) **Rent:** To pay the rent hereby reserved in the manner and on the days specified herein;
- (b) **Alterations:** Not to make any alterations or additions to the Leased Premises without prior consent of the Landlord and any such alterations or additions to be made at the expense of the Tenant. The Landlord will not unreasonably withhold its consent;
- (c) **Maintenance:** To keep the Leased Premises in good repair, reasonable wear and tear only excepted;
- (d) **Commercial General Liability Insurance for Bodily Injury or Death and Property Damage Insurance:** At the date of execution of this lease and from time to time thereafter, to provide the Landlord a Certificate of Insurance that the Tenant commercial general liability insurance policy for bodily injury or death and property damage in force which insures the Tenant in respect of injury to or death of any person or property damage in the amount of at least two million (\$2,000,000) dollars and **name the Landlord as an additional insured.**

- (e) **Fire Insurance:** At the date of execution of this lease by the Tenant, and from time to time thereafter, to provide the Landlord a Certificate of Insurance that the Tenant has insured its fixtures and personal property against loss or damage by fire, lightning, explosion, water damage and all other standard supplementary perils in an amount of not less than one hundred per cent (100%) replacement value of the said fixtures and personal property;
- (f) **Subletting:** Not to sublet the said Leased Premises or any part thereof nor to assign this Agreement without the written consent of the Landlord, which consent shall not be unreasonably withheld; excluding agreements to lease to the supported artists and workshop presenters as part of the operations of the Tenant., which will be reviewed yearly and may be subject to change with approval from Mayor and Council.
- (g) **Signs:** Not to use the outer walls or windows of the said Leased Premises for any notice or nameplate except as approved by the Landlord; all signage or notices must not detract from the aesthetics of the building or premises.
- (h) **Repairs:** To repair, according to notice in writing, damage by reasonable wear and tear and by fire, lightening and tempest only excepted;
- (i) **Indemnity:** To indemnify the Landlord against all liabilities, claims damage or expenses arising out of any act or neglect of the Tenant or its servants, employees, agents, invitees or licensees in and about the Leased Premises, or arising out of any breach, violation or non-performance of any of the terms of this lease by them or any damage to the persons or property of the Tenants servants, employees, agents, invitees or licensees, other than by reason of the negligence of the Landlord;
- (j) **Clear of Obstruction:** To keep the entrance(s) about the Leased Premises clear of snow and ice and of all other obstructions according to the by-law and regulations of the municipality;
- (k) **Trade or Business:** To use the leased Premises for the purpose of the Tenant carrying on business as and not to carry on or permit to be carried on therein any other trade or business without the consent in writing of the Landlord;

2. LANDLORD'S COVENANTS

The Landlord covenants with the Tenant:

- (a) **Structural Repairs:** To maintain and repair all windows, doors, plumbing and electrical fixtures and to make repairs to walls, floors and ceilings of the leased premises with may be necessary, unless caused by the tenants, tenant's officers, tenant's employees or tenant's patrons. In addition, the landlord will be responsible for providing and changing the lightbulbs in all permanent lighting in the building. Other items discovered to be needing updating or repair to be discussed.
- (b) **Quiet Enjoyment:** For quiet enjoyment;
- (c) **Parking:** To permit the employees, invitees and guests of the Tenant to park automobiles in the parking spaces reserved for the Tenant and designated by number, should this need be;

3. PROVISIONS

Provided always and it is hereby agreed as follows:

- (a) **Tenant's Fixtures:** Subject to the other provisions of this lease, the Tenant may remove its fixtures.
- (b) **Damage and Destruction:**

- (i) Provided that if during the term herein or any renewal thereof the Leased Premises shall be destroyed or damaged by fire or the elements then the following provisions shall apply:
- (a) If the Leased Premises shall be so badly injured as to be unfit for occupancy, and as to be incapable of being repaired with reasonable diligence within one hundred and twenty days of the happening of such injury, then the term hereby granted shall cease and be at an end to all intents and purposes from the date of such damage or destruction, and the Tenant shall immediately surrender the same, and yield up possession of the Leased Premises to the Landlord, and the rent from the time of such surrender shall be apportioned;
 - (b) If the demised Leased Premises shall be capable, with reasonable diligence, of being repaired and rendered fit for occupancy within one hundred and twenty days from the happening of such injury as aforesaid, but if the damage is such as to render the Leased Premises wholly unfit for occupancy, then the rent hereby reserved shall not run or accrue after such injury, or while the process of repair the same with all reasonable speed, and the rent shall recommence immediately after such repairs shall be completed.
 - (c) If the Leased Premises shall be repaired within one hundred and twenty days as aforesaid, and if the damage is such that the said Leased Premises are capable of being partially used, then until such damage shall have been repaired the rent shall abate in the proportion that the part of the Leased Premises rendered unfit for occupancy bears to the whole of the Leased Premises.
 - (d) **Landlord's Liability:** The Landlord shall not be liable nor responsible in any way for any loss of or damage or injury to any property belonging to the Tenant or to employees of the Tenant or to any other person while such property is on the Leased Premises unless such loss, damage or injury shall be caused by the negligence of the Landlord or of its employees, servants or agents the Tenant shall obtain their own liability insurance to cover loss or damage to their property;
 - (e) **Re-Entry:** If the rent reserved or any part thereof shall not be paid on the day appointed for payment, whether lawfully demanded or not, or in the case of breach or non-observance or non-performance of any of the covenants or agreements herein contained or referred to on the part of the Tenant to be observed and performed, the Landlord shall be entitled thereafter to enter into and upon the Leased Premises or any part thereof in the name of the whole the same to have again, repossess and enjoy as of its former state, anything herein contained to the contrary notwithstanding;
 - (f) **Overholding:** If the Tenant shall continue to occupy the Leased Premises after the expiration of this Lease, with or without the

consent of the Landlord, without any further written agreement, the Tenant shall be a monthly Tenant at the monthly rental herein mentioned and, on the terms and conditions herein set out except as to length of tenancy;

- (g) **Notice of Re-rental:** To permit the Landlord during the last two (2) months of the term to affix and retain on any part of the exterior of the Leased Premises a notice that the premises are for rent and during the same period to permit the premises to be viewed at all reasonable times by any person authorized by the Landlord or his agent;
- (h) **First Right of Refusal:** At the termination of the term or any renewal of this Lease, the Landlord will grant to the Tenant the first right of refusal to rent the Leased Premises on such terms and conditions as the Landlord is willing to accept from any other party, the Tenant to have fifteen (15) days within which to notify the Landlord of its acceptance or refusal of such an offer to rent, that time to run from the date it receives written notice of such an offer from the Landlord.
- (i) **Early Possession:** Upon payment of the first and last months' rent, as provided for in this Lease and the execution of this Lease by both the Landlord and Tenant, the Tenant shall be entitled to possession of the Leased Premise and upon taking possession of the Leased Premises all other provisions in this lease shall apply.
- (j) **Entry to view condition and Notice of disrepair:** The Landlord may enter and view the state of repair of the Leased Premises and the Tenant will repair according to notice in writing, If the Tenant refuses or neglects to make the repairs in such notice, the Landlord may make them and charge the cost of them to the Tenant as additional rent. The rent shall not abate while those repairs are being made, by reason of loss or interruption of the business of the Tenant because of any such work, and the Landlord agrees to complete the work expeditiously.
- (k) **Right to show Leased Premises:** The Tenant acknowledges that the Landlord or its agents shall have the right to enter the Leased Premises at all reasonable times to show them to prospective purchasers, encumbrancers, lessees or assignees, and may also, during said time preceding the termination of the terms of this lease, place upon the Leased Premises the usual type of notice to the effect that the Leased Premises are for rent, which notice the Tenant shall permit to remain on them.

4. **EFFECT OF LEASE**

This lease and everything herein contained shall extend to and bind and may be taken advantage of by the heirs, executors, administrators, successors and assigns as the case may be of each of the parties hereto.

5. **NOTICE:**

Any notice in writing which either party may desire to give to the other with regard to any matter or thing in this lease contained may be validly and effectually given in writing to the Landlord.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2024.

In the presence of

_____) _____

Tenants Authorized Signatory Name Tenants Authorized Signatory Signature

_____) _____

Witness Name Witness Signature

_____) _____

Landlord Authorized Signatory Name Landlord Authorized Signatory Signature

_____) _____

Witness Name Witness Signature