

Living Temagami
~ Heritage & Culture Centre ~
Temagami Train Station - 6715 Highway 11 North
P.O. Box 565, Temagami, Ontario, P0H 2H0
1-800-661-7609 ~ 705-569-3344
www.livingtemagami.ca office@livingtemagami.ca



June 11, 2018

Dear Mayor and Council,

It has come to the realization of Living Temagami the shared occupation of the Train Station with the Temagami and District Chamber of Commerce for the Train Station is creating issues, mostly as a result of confusion as to who is in charge and who is responsible for what and how the shared space is to work. When Living Temagami was successful in its submission of the Expression of Interest for the use of the Train Station we were asked by the CAO if we wanted to have a lease with the town and then we would have a lease with the Chamber or if we preferred the town have a separate lease with the Chamber. We stated we were open to either option in an effort to work together as best as possible in sharing the space, however if both parties had separate leases with the town and it was not working we would then request to have the lease as originally intended with Living Temagami the main lease holder and Living Temagami would then have a lease with the Temagami Chamber of Commerce. One thing we were very clear on was the office and mezzanine must be shared space and not the exclusive space of the Chamber as that was what we based our Expression of Interest on, especially the mezzanine for our programming. Living Temagami have been trying to work with the Chamber for over a year and have supported all of their efforts and events. The main issue seems to be that the Chamber of Commerce is under the impression they are in charge of the building and what goes on it, when in fact the opposite is true based on the Resolution from Council regarding the accepted Expression of Interest. Without leases in hand this has been to no avail. To date there are no leases in place from the Municipality with either organization, therefore Living Temagami have drafted the leases for council to review and hopefully have signed and put into effect as soon as possible so the organizations can work better together.

Living Temagami have hired two students for the summer that will be starting work next week. We have requested from the Chamber that we work together to schedule the four students as effectively as possible to allow the Train Station to be open so tourists and visitors can access the information booth and the gallery. We would like to be open 7 days a week for at least 8 hours a day. The Chamber has preferred the front door not be open or there be access to the information centre when they do not have staff there, mostly regarding the possible theft of their merchandise. We are hoping the installation of the security cameras will help alleviate their concerns. The front door of the building and the gallery needs to be open when there are staff or volunteers from either organization in place to assist patrons in entering the premises.

On June 25th we will have the honour of hosting the travelling exhibition of the works of our own Artist Benjamin Chee Chee. The opening ceremonies are will be July 1st at 3 pm and will run to 5. We are working very hard to have the Station to look it's best in tribute to this iconic Canadian Artist and have asked for support from the Chamber in making sure everything is neat and tidy and looking it's very best by June 25th so our organizations and the town of Temagami are presented in a professional light. We are not certain the Chamber understands how important this event is as our request and suggestions have not been met very positively. It would be appreciated if the Municipality could budget for proper brochure racks to be purpose built to fit the station space and serve to enhance the architectural beauty of the building. This would aid the Chambers in its continuing efforts to try to organize and maintain the materials on display in a neat and tidy state which is very difficult with the several repurposed display racks that are not working very well.

Living Temagami

~ Heritage & Culture Centre ~

The young adults we have hired have experience with working in art galleries, running events, are creative or artists themselves, and know how to organize and archive. We will be launching the historical and cultural database project as soon as the students start working and we will be working with the TLA to organize and digitize their archives stored in the library. We will also be working with Jack Humphrey to capture all of his photographs and information provided by his followers on Facebook so there is a digitized file of the vast amount of information on that page. Eventually we hope to have in place a committee and guidelines with the library and continue the work previously started with the historical archives donated to them by the Temagami Historical Society.

There is a full schedule of events we have lined up for the summer and we will be working on events for this coming winter. Summer programming includes a Painting nights in July and August, Artist Brenda Cannon Exhibition, Old Growth Forest Walk n Talk about Mushrooms and other Fauna, Sewing classes, Woodworking and the Bat House, Butterfly and Bee House builds through the summer. Culture Days will be on September 29th this year. Sewing and Woodworking will continue into the fall and winter, and presently working on paddle making, basket making, drumming, and photography.

Key to our efforts will be the announcement of two Ontario Trillium Foundation Grant outcomes the Seed Grant due in July and the Grow Grant due in November. The OTF Capital Grant is due the middle of August, please advise if the Municipality has plans for a submission of their own, or if there is interest for a third joint submission with Living Temagami. Please advise which way you would like to proceed and what ideas you may have for capital needs.

In conclusion, this is very unfortunate for both parties and we feel it should not have come to the point that we have to bring it to Council. The Expression of Interest was awarded to Living Temagami, we are more than happy to carry out Council's wishes to work with the Chamber, unfortunately that cannot be done without leases so that both parties are aware of their responsibilities and usage to the building. Council's decision was not implemented by staff and for some reason the Chamber has said they were informed by former staff that they were given the Train Station. We are not aware of this and neither is there record of it in Council documents and this is part of the issue. Living Temagami is seeking a volunteer manager at this time and we feel very strongly that we may have some good candidates and then there will be one contact person to work with both entities and our students so that the doors of communication begin to function better.

We have attached two leases one being between Living Temagami - Heritage & Culture Centre and the Municipality of Temagami and the second lease is Between the Chamber of Commerce and Living Temagami - Heritage & Culture Centre. Having the leases signed will clear up any miscommunication that has been on going with the Chamber. Our goal is to create a good and fair working relationship with the Chamber of Commerce.

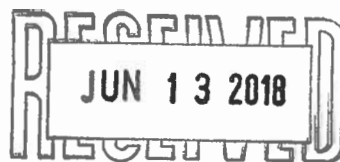
We thank Council for your time and consideration on this matter and hope we have a signed lease or at minimum the approval of the leases from Council to move forward.

Sincerely,



Roxanne St Germain

For the Board of Directors of Living Temagami - Heritage & Culture Centre



File ☒ Incoming ☐ Other
Mayor ☐
Council ☒ ☐ ☐
CAO ☐
Building ☐
Finance ☐ ☐ ☐
Ec Dev ☐ ☐ ☐
Parks & Rec ☐ ☐ ☐
Planning ☐ ☐ ☐
Public Wks ☐ ☐ ☐
PPP ☐
Social Services ☐
☐ _____
☐ _____

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

NO.: 17- 439

DATE: June 29, 2017

MOVED BY: 

SECONDED BY: 

BE IT RESOLVED THAT Council receive the correspondence with regard to the Temagami Train Station;

AND FURTHER THAT Council support in principle the Living Temagami expression of interest, with a short term lease to be prepared and reviewed in November and with the Information Centre in the south end of the station.

CARRIED ✓ AMENDED _____ DEFEATED _____ DEFERRED _____

Declaration of Conflict of Interest:

MAYOR: 

THIS INDENTURE made as of the 11 day of June 2018

In pursuance of THE SHORT FORMS OF LEASES ACT

BETWEEN

Living Temagami ~ Heritage & Culture Centre

Herein called the Landlord"

OF THE FIRST PART AND

Herein called "Lease Holder"

Temagami & District Chamber of Commerce

Herein called "Tenant 1"

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 Lease Holder "The Temagami & District Chamber of Commerce" those certain premises situated in the Municipality of Temagami, in the of District of Nipissing, more particularly described as the Temagami Train Station, 6715 Highway 11 North, Temagami, ON hereinafter called the "Leased Premises" for a term commencing on the 30th day of June 2017.

To occupy the lower South end of the Train Station with shared use of the office space located on the main level in the center of the building with Living Temagami ~ Heritage & Culture Centre providing each organization with 50% of the office space, The south end of the main floor shall convey the Information Center owned by the Municipality of Temagami and operated by the Temagami and District Chamber of Commerce. The Temagami and District Chamber of Commerce shall pay to Living Temagami any and all rents to be determined and negotiated by Living Temagami for said space. The upper mezzanine area will be shared with the Temagami Chamber of Commerce at no cost to the Chamber, should the mezzanine be rented to a third party by the Chamber of Commerce 50% of the rent shall be returned to Living Temagami and will be used for cleaning supplies and restroom supplies or other agreed upon services. A calendar to schedule all proposed activity by both organizations in shared space, both inside and outside the building, shall be set up and used to book the space(s) as needed. Request for space to be allocated will be in writing on the specified form stating when with date(s) and time(s), what/who, where, who the person in charge with best contact information, and the date and person submitted by. Cleaning and restroom supplies shall be shared with all organizations using the facility, Living Temagami and the Temagami Chamber of Commerce the entire year and the Temagami Community Market for the summer months. Cleaning of the interior of the building and washrooms shall be shared and a schedule made listing when and who is responsible for these items to be completed and will include sweeping the dirt away from entrances and circle checking the building for garbage and listing any repairs or issues to be addresses. Similar schedules will be made for garbage, recycling and entrance snow removal in winter. Temagami and District Chamber of Commerce shall operate the Information Center owned by

the Municipality of Temagami at no cost to the Municipality, should the Chamber relinquish their agreement with the Municipality the Temagami and District Chamber of Commerce shall vacate the premises.

The Chamber to work with Living Temagami as a team to better our community. The Temagami and District Chamber of Commerce to uphold their agreement with the Municipality of Temagami to have the said information center open to the public for 15 hours every week during the slow season, and to be open 7 days a week commencing with the students employment. Temagami and District Chamber of Commerce and Living Temagami to work together as a team to be open these days, all negotiating shall be considered and determined by Living Temagami for the Chamber of Commerce. The Temagami and District Chamber of Commerce to forward in writing to Living Temagami any further space or uses needed of the said building using the rental form provided. Shall any member of the Chamber of Commerce or Living Temagami occupying the building they shall have the doors open to the public at any time that is needed.

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) **Insurance:** Not to use the Leased Premises or permit them to be used for any purpose which may render the insurance on the building void and if the rate of insurance is increased as a result of anything done upon the premises by the Tenant, the Tenant will pay to the Landlord as additional rent the amount by which the insurance premiums are so increased;
- (e) **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;
- (f) **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;
- (g) **Repairs:** To repair, according to notice in writing, damage by reasonable wear and tear and by fire, lightening and tempest only excepted;
- (h) **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;
- (i) **Clear of Obstruction:** To keep clean the office space and the information center and to have no objects left on the floor for safety issues. To keep the sidewalks about the Leased Premises clear of snow and ice and of all other obstructions according to the by-law and regulations of the municipality;

- (j) **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 to Living Temagami;
- (k) **Occupancy:** The Tenant to lease from Living Temagami ~ Heritage & Culture Centre, the lower south portion of the building, 50% of the office space located on the main floor in the center of the building. All other space needed shall be agreed upon with Living Temagami.

LANDLORD'S COVENANTS

The Landlord covenants with the Tenant:

- (a) **Structural Repairs and Maintenance:** 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. 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 shall be carried out by the Municipality of Temagami.
- (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. **PROVISOS**

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; Temagami and District Chamber of Commerce to produce a copy of liability and director insurance to Living Temagami;
- (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) **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.
- (i) **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.

- (j) **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

In the presence of

_____) _____

Witness

_____) _____

Witness

_____) _____

Witness

THIS INDENTURE made as of the 11 day of June 2018

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 ~ Heritage & Culture Centre

Herein called "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 ~ Heritage & Culture Centre (hereby known as Living Temagami) those certain premises situate in the Municipality of Temagami, in the of District of Nipissing, more particularly described as the Temagami Train Station, 6715 Highway 11 North, Temagami, ON hereinafter called the "Leased Premises" for a term commencing on the 30th day of June 2017.

The rent in respect of the leased premises shall be payable to the Landlord in advance in equal monthly installments of \$250 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 July 2017. The rent is to be reviewed for a winter rate on November 30 of each year and to return to the agreed upon rate the 1st of April of each year.

Living Temagami will work with the Temagami and District Chamber of Commerce as a team. All negotiating for space or use of the building shall be considered and determined by Living Temagami. The Temagami and District Chamber of Commerce is to forward in writing to Living Temagami any further space or uses needed of the said building.

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) **Insurance:** Not to use the Leased Premises or permit them to be used for any purpose which may render the insurance on the building void and if the rate of insurance is increased as a

result of anything done upon the premises by the Tenant, the Tenant will pay to the Landlord as additional rent the amount by which the insurance premiums are so increased;

- (e) **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 the lease to the Temagami Chamber of Commerce and agreements with artists and craftspeople regarding displaying of their work in the Gallery or Train Station premises or persons holding workshops or making presentations, educational venues or other similar items.
- (f) **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.
- (g) **Repairs:** To repair, according to notice in writing, damage by reasonable wear and tear and by fire, lightning and tempest only excepted;
- (h) **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 Tenant's servants, employees, agents, invitees or licensees, other than by reason of the negligence of the Landlord;
- (i) **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;
- (j) **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;
- (k) **Occupancy:** To occupy the entire Train Station with shared use of the office space located on the main level in the center of the building with the Temagami and District Chamber of Commerce providing each organization with 50% of the space, The south end of the main floor shall convey the Information Center owned by the Municipality of Temagami and operated by the Temagami and District Chamber of Commerce. The Temagami and District Chamber of Commerce shall pay to Living Temagami all rents to be determined and negotiated by Living Temagami for said space. The upper mezzanine area will be shared with the Temagami Chamber of Commerce at no cost to the Chamber, should the mezzanine be rented to a third party by the Chamber of Commerce 50% of the rent shall be returned to Living Temagami and will be used for cleaning supplies and restroom supplies or other agreed upon services. A calendar to schedule all proposed activity by both organizations in shared space, both inside and outside the building, shall be set up and used to book the space(s) as needed. Request for space to be allocated will be in writing on the specified form stating when with date(s) and time(s), what/who, where, who the person in charge with best contact information, and the date and person submitted by. Cleaning and restroom supplies shall be shared with all organizations using the facility, Living Temagami and the Temagami Chamber of Commerce the entire year and the Temagami Community Market for the summer months. Cleaning of the interior of the building and washrooms shall be shared and a schedule made listing when and who is responsible for these items to be completed and will include sweeping the dirt away from entrances and circle checking the building for garbage and listing any repairs or issues to be addressed. Similar schedules will be made for garbage, recycling and entrance snow removal in winter.

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. 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. PROVISOS

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

In the presence of

_____) _____

Witness

_____) _____

Witness