

This Commercial Lease Agreement ("Lease") is made and effective

**October 1<sup>st</sup>, 2019**

by and between

**Town of Delisle** ("Landlord")

and

\_\_\_\_\_ ("Tenant")

Landlord makes available for lease a portion of The Delisle Centennial Arena (the "Building") designated as **Booth or Concession Stand** (the "Leased Premises").

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

## **1. TERM**

Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for the "Term" beginning **October 1<sup>st</sup>, 2019** and ending **March 31<sup>st</sup>, 2020**.

## **2. RENTAL**

- A. Any cheques payable to the Landlord shall be written to the name of "Delisle Centennial Arena Inc."
- B. Tenant shall pay to Landlord during the Term rental of \$3,000.00 plus GST, payable in instalments of \$500.00 plus GST per month. Each instalment payment shall be due in advance on the first day of each calendar month during the lease term to Landlord, at the Delisle Town Office or delivered to an assigned agent of the Landlord.
- C. Tenant shall pay to Landlord a **\$300.00** key deposit at the start of the lease which will be fully refunded with successful return of facility keys.
- D. Tenant shall pay to Landlord a **\$1000.00** damage deposit at the start of the lease for use of the facility, and will be fully refunded or deducted appropriately at end of rental term for any necessary cleaning, damages, replacement of equipment or withdrawal of services without adequate notice.
- E. Any deposits required from the Tenant may be paid by cheque. The Landlord, at their sole discretion, will not cash any deposits made by cheque unless it is deemed necessary.

### **3. USE**

- A. Tenant must be open to operate and serve public during all scheduled hockey games, tournaments, Skate Delisle ice times and Delisle Curling Club Bonspiels; opening during scheduled practices, recreation hockey games and public skating shall be at the discretion of the Tenant.
- B. Tenant agrees to always have business properly staffed and trained.
- C. Tenant is required to provide all needed supplies and inventory for facility other than permanent fixtures and equipment in rented facility.
- D. Tenant shall have right to use all equipment and fixtures in Leased Premises unless otherwise expressly directed in writing by Landlord.
- E. Tenant is responsible for all maintenance, regular upkeep and cleanliness of rented facility and surrounding area.
- F. Tenant is required to manage all of their own orders, suppliers and shipments (caretaker of facility will not be responsible to receive or put away any shipments or orders).

### **4. REPAIRS**

During the Lease term, Landlord shall make, at Landlord's expense, all necessary routine repairs of equipment, fixtures, floors, walls, ceilings and other parts of the Leased Premises damaged or worn through normal occupancy. Any repairs or replacements required due to damage, force, negligence or misuse of Tenant shall be at Tenant's expense and must be done within 14 days of occurrence or, if left at end of rental term, will be deducted from damage deposit.

### **5. LICENCES**

Tenant is responsible to hold and sustain appropriate and valid licences and certifications in relation to the operation.

### **6. UTILITIES**

Tenant acknowledges that the Leased Premises are designed to provide standard use electrical facilities and standard lighting. Tenant shall not use any equipment or devices that utilize excessive electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

## **7. INSURANCE**

- A. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.
- B. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with the Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

## **8. SIGNS**

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

## **9. ENTRY**

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

## **10. DEFAULT**

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may re-enter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

**11. TERMINATION**

Tenant may terminate this agreement by providing 30 days written notice. Landlord may terminate agreement without notice for just cause.

**12. CONSENT**

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord’s consent is required or desirable under this Lease.

**13. COMPLIANCE WITH LAW**

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant’s use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

**14. FINAL AGREEMENT**

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Mayor, Town of Delisle

\_\_\_\_\_  
Witness to Tenant’s Signature

\_\_\_\_\_  
Administrator, Town of Delisle