

THIS LEASE, made in triplicate this " " day of April, 2022.

**BETWEEN:**

**THE CORPORATION OF THE CITY OF ELLIOT LAKE**

(hereafter called the "City")

OF THE FIRST PART,

- and •

**ELLIOT LAKE CHILD AND FAMILY CENTRE**

(hereafter called the "Lessee")

OF THE SECOND PART,

WITNESSETH, that in consideration of the rents, covenants and agreements contained herein and other good and valuable consideration, the parties hereto agree as follows:

**1.0 LANDS LEASED**

The City agrees to lease unto the Lessee the lands outlined with diagonal lines on Schedule "A" attached hereto and forming part of this lease and more particularly described as a portion of municipal property zoned Public Open Space and fronting on Ottawa Avenue measuring 65.0 feet by 60.0 feet located immediately adjacent to 185 Ottawa Avenue, Elliot Lake Child and Family Centre in Elliot Lake, Ontario.

**2.0 TERM AND APPLICATION FOR RENEWAL**

The term of this Lease shall be for a period of five (5) summer periods, commencing on the 1<sup>st</sup> day of May and ending on the 31<sup>st</sup> day of October in each year. This lease shall expire on the 31<sup>st</sup> day of October 2027.

**3.0 RENT**

The Lessee covenants and agrees to pay as rent in advance, in the amount of Two hundred and eighty-six dollars and sixteen cents (\$286.16) plus applicable taxes per operating season, on or before the 1<sup>st</sup> day of May during each year of this Lease.

**4.0 USE OF LANDS LEASED**

The Lessee covenants to use the lands herein leased solely for the purpose of operating a children's playground.

The Lessee covenants to pay or cause to be paid all rates, taxes and assessments, of whatsoever description, that may at any time during the existence of this lease be lawfully imposed or become due and payable upon, or in respect of the operations

conducted by the Lessee on the lands herein.

The Lessee covenants to abide by and comply with all lawful rules, regulations and City by-laws, the City's Policy for Leasing Municipal Property and other governing bodies applicable to any use of the lands herein.

**5.0 LEASE NOT TO BE ASSIGNED**

The Lessee covenants not to transfer or assign this lease or any rights hereunder without obtaining the consent in writing of the City to such transfer or assignment.

**6.0 INSURANCE**

The Lessee covenants it shall at all times indemnify and save harmless, the City from and against all claims and demands, loss, costs, damages, actions, suits or other proceedings by whosoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to the execution of this lease, or any action taken or things done or maintained by virtue hereof, or the exercise in any manner of rights arising hereunder.

As further security for such indemnity the Lessee shall carry public liability insurance, with an insurer satisfactory to the Treasurer of the Municipality, in an amount not less than One Million Dollars (\$1,000,000.00) and shall provide to the Treasurer an open-end term insurance certificate indicating that the City is an additional insured.

**7.0 TERMINATION OF LEASE**

Either party may terminate this lease upon sixty (60) days written notice.

Upon termination of this lease, the Lessee covenants to immediately return the lands herein to their original condition or to a state which is agreed upon by both parties hereto.

**8.0 REMEDY**

It is agreed that the City will have the right to charge all costs incurred by the City to remedy a default under Paragraph 7.0 above, to the Lessee and that such costs may be collected by Distress.

Any breach of the covenants herein shall at the option of the City, operate to render this lease null void.

It is agreed that section 8.0 Remedy, shall survive any termination of the lease herein.

**9.0 NOTICE**

Any notice required or given pursuant to this Lease shall be given by **I**class post or personal service and in the case of the City to:

Ms. N. Bray, City Clerk  
City of Elliot Lake  
45 Hillside Dr. N.  
Elliot Lake, Ontario P5A 1X5

and in the case of the Lessee to:

Francine Bolduc, Supervisor  
Elliot Lake Child and Family Centre  
185 Ottawa Avenue  
Elliot Lake, Ontario P5A 2N3

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

**THE CORPORATION OF THE CITY OF ELLIOT LAKE**

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

**ELLIOT LAKE CHILD AND FAMILY CENTRE**

M. Duzak  
WITNESS

Gustan Nail  
PRESIDENT

Tara Batty Tausz  
WITNESS

Manda Dupler  
VP

M. Duzak  
WITNESS

Francine Bolduc  
FRANCINE BOLDUC, SUPERVISOR