

THIS LEASE made in triplicate this 13 day of November, 2023

BETWEEN:

THE CORPORATION OF THE CITY OF ELLIOT LAKE
(the "City")

OF THE FIRST PART

- and -

MT. DUFOUR SKI AREA
(the "Tenant")

OF THE SECOND PART

WHEREAS the City is the owner of lands located east of Ski Hill Road, referred to as Mt. Dufour and part of PINS 31404-0378, 31404-0377, 31404-0546, 31404-0616, more particularly as set out in Schedule "A";

AND WHEREAS the Tenant is a non-for-profit organization incorporated under the Ontario *Corporations Act*;

AND WHEREAS the Tenant is the sole and exclusive operator of the ski hill on the Lands;

AND WHEREAS the parties have agreed to set out their agreement in writing pursuant to this lease agreement (the "Lease");

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

- **GRANTS**

The City hereby leases to the Tenant on the terms and conditions contained herein the lands identified on Schedule "A" attached hereto and forming part of this Lease (the "Lands"), and more particularly described as approximately 198,928 square meters being lands located on part of PINS 31404-0378, 31404-0377, 31404-0546, 31404-0616.

- **TERM AND APPLICATION FOR RENEWAL**

The term of this Lease shall be for a period of five (5) years, commencing on the 1st day of November 2023, and ending on the 31st day of October 2028. Written application to renew this Lease for additional periods may be made, but in no case shall it be made less than sixty (60) days prior to the expiry of the term. The Council of the City shall consider the application to renew and may, in its sole and absolute discretion, approve or refuse a renewal by way of formal resolution.

- **RENT**

The Tenant covenants to pay to the City as rent, in advance, the sum of Ninety-Nine Thousand Four Hundred and Sixty Four Dollars (\$99,464) plus applicable taxes annually on the contract anniversary date of this Lease.

- **USE OF LANDS LEASED**

The Tenant covenants:

- (a) not to erect any new structures on the Lands herein without the expressed written consent of the City;
- (b) to maintain and keep the Lands herein in a clean and tidy condition at all times;
- (c) not to do or to permit to be done on the Lands herein anything which may be deemed to be offensive or result in a nuisance to the City or to other residents in the adjacent areas; and
- (d) to abide by and comply with all lawful rules, regulations and bylaws of the City and other governing bodies applicable to any use of the Lands herein.

- **LEASE NOT TO BE ASSIGNED**

The Tenant 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.

- **IMPROVEMENTS**

The parties agree that the City will not be responsible to reimburse the Tenant for any improvements made to the Lands during the duration of the Lease.

- **OPERATION OF SKI HILL**

The Tenant covenants it shall at all times solely and exclusively operate the ski hill on the Lands. The City shall have no involvement in the operation of the ski hill.

- **INSURANCE**

The Tenant 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 Tenant shall carry:

- Commercial General Liability insurance subject to limits of not less than Ten Million (\$10,000,000) inclusive per occurrence. To achieve the desired limit, umbrella or excess liability insurance may be used. Coverage shall include but not limited to bodily injury, personal injury, property damage including loss of use thereof, contractual liability, tenant's legal liability, non-owned automobile, host liquor liability up to Five Million (\$5,000,000) per occurrence and contain a cross liability, severability of insured clause. The City shall be added as an additional insured with respect to the

operations of the Tenant.

- 'Broad Form' All Risk Property Insurance for all property in the care, custody or control of the Tenant up to 100% of the full replacement cost or if agreed to by the City the policy may contain a 90% Co-Insurance Clause. Coverage shall include business interruption for a period of no less than 12 months. The policy shall not allow subrogation claims by the insurer against the City. The City shall be named as a loss payee on the policy for any and all property for which the City has a financial interest.

General conditions:

- All policies shall be endorsed to provide the City with not less than 30 days' written notice of cancellation.
- All policies shall be with insurers licensed to underwrite insurance in the Province of Ontario.
- Prior to commencement of the Lease and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the Tenant shall promptly provide the City with confirmation of coverage and, if required, a certified true copy(s) of the policy(s) certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the Lease.
- The Tenant's insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the City.
- All premiums and any applicable deductibles with respect to the Tenant's insurance shall be paid for by the Tenant.
- The City reserves the right to request higher limits or additional coverage as related to this Lease and deemed necessary by the City.

• **TERMINATION OF LEASE**

Either party may terminate this Lease upon giving sixty (60) days written notice by personal service and in the case of:

(a) the City to:

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

(b) the Tenant to:

Mt. Dufour Ski Area
10 Ski Hill Road, Elliot Lake, ON ~~P6M 2L0~~
Attention: Board Chairperson

PSA 2T1 (06)

• **REMOVAL OF FIXTURES, ETC.**

Upon the termination of this Lease, the Tenant covenants to immediately remove all of his fixtures and return the Leased Premises herein to their original condition or to a state, which is agreed upon by both parties hereto.

• **REMEDY**

The parties agree that the City will have the right to charge all costs incurred by the City to remedy a default under Section 8.0 above to the Tenant 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 and void. The parties agree that this Section 9.0, shall survive any termination of the Lease herein.

• **SECTION HEADINGS**

The section headings in this Lease are for convenience only and shall not be construed to affect the meaning of the paragraphs so headed.

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


THE CORPORATION OF THE CITY OF ELLIOT LAKE

Mayor

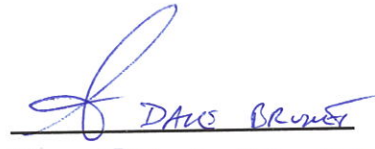
City Clerk

MT. DUFOUR SKI AREA

MT. DUFOUR SKI AREA



Name: JASON WILCOX
Title: PRESIDENT



Name: DAVE BRUNET
Title: TREASURER / OPERATIONS
MANAGER

54802261.3

