

THE CORPORATION OF THE MUNICIPALITY OF POWASSAN

BY-LAW NO. 2011-23

Being a By-Law to enter into a lease agreement between the Corporation of the Municipality of Powassan and the Powassan Lions Club

WHEREAS Section 107 of the *Municipal Act, 2001* provides municipalities general powers to make grants on such terms as to security and otherwise as Council considers appropriate to any person, group or body; and

WHEREAS Section 107(2.b) of the *Municipal Act, 2001*, further permits a Council to make a grant including the power to sell or lease land for nominal consideration or to make a grant of land; and

WHEREAS the Council of the Corporation of the Municipality of Powassan deems it desirable to enter into a lease agreement with the Powassan Lions Club for the property known municipally as South Himsworth Hall.

NOW THEREFORE the Council of the Corporation of the Municipality of Powassan enacts as follows:

1. That the Mayor and Clerk-Treasurer be authorized to sign the lease agreement under Schedule "A" attached hereto and forming part of this By-law.
2. That the By-law shall be effective as of May 17, 2011.

Adopted this 17th day of May, 2011.

Mayor

Clerk-Treasurer

Schedule "A"

THIS LEASE AGREEMENT made in duplicate this 17th day of May, 2011.

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF POWASSAN

Herein called the "Landlord"

-and-

THE POWASSAN LIONS CLUB

Herein called the "Tenant"

The Landlord and the Tenant agrees to the description, covenants, terms and conditions of which are as follows:

1. Description of Premises and Location: The Landlord lease to the Tenant, space consisting of the South Himsworth Community Centre located at 7 Glendale Heights Drive, Powassan, ON.
2. Term of the Agreement: To have and to hold the premises for a term Of 60 months commencing on May 17th, 2011 and terminating on May 16th, 2016.
3. Rental Amount: One dollar (\$1.00 per year) for each year of the lease, receipt by the Landlord is hereby acknowledged. To be reconsidered by both parties upon next lease agreement renewal.
4. Termination Clause: Either party may terminate this Lease Agreement by providing two (2) months notice of their intention to do so in writing to the other party by registered mail.
5. Renewal Clause: The Tenant shall have the option to renew this Lease Agreement upon terms and conditions to be negotiated.
6. The Landlord further Agrees with the Tenant:
 - a) To keep the building and premises in a good state of repair, sufficiently maintained including garbage, grass cutting, and snow removal from the parking area. The Landlord will be responsible for all costs incurred to perform these services.

- b) To permit the Landlord to enter the premises at any reasonable time for the purpose of inspecting the premises and making necessary repairs to the premises.
- c) To pay utilities and operational costs of the building.
- d) The Landlord is not responsible for any damages to machinery and equipment of the Powassan Lions Club.

7. Covenants of the Tenant:

- a) The Tenant acknowledges that the premises are granted in an "as is" condition and the Tenant has inspected and hereby acknowledges That it is suitable for its purpose.
- b) To be liable for and indemnify and save harmless the Landlord from and against all claims, demands, causes of action, losses, damages, expenses and costs whatsoever, for any injury, loss or damage to any person or property arising out of or resulting directly or indirectly from the use of the building.
- c) To be responsible for providing and maintaining its own contents insurance and public liability insurance at its expense.
- d) The Tenant may erect, with the Landlord's permission, such signs on the premises as considered necessary for the Powassan Lions. All such signs shall be removed by the Tenant If the lease agreement is not being renewed.
- e) The parties to this agreement shall not assign or sublet the whole or any part of the leased space without the written consent of the other party.
- f) The Tenant will be responsible for the cleaning of the inside of the leased premises.
- g) The Tenant agrees to supply any furniture, appliances and/or equipment needed for its purposes.

- h) The Tenant may rent the premises to various groups, organizations, and associations to derive rental income for the club.
- i) To use the leased space for the Powassan Lions Club purposes only and for no other Purpose without the prior consent of the Landlord or as per "h" above.
- j) Any major alterations to the premises shall require prior approval from the Landlord. It is agreed that the Powassan Lions Club will be replacing the roof in 2011.
- k) That the Municipality continue to host celebrations at the centre at no cost.
- l) That the contents in the building shall remain the property of the Municipality of Powassan with the exception of clause "g" above when the lease expires.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS LEASE FOR TENANCY, SIGNED, SEALED AND DELIVERED THIS 17TH DAY OF MAY, 2011.

The Corporation of the Municipality of Powassan (Landlord)

Mayor

Clerk-Treasurer

The Powassan Lions Club (Tenant)

President

Public Relations Officer