



**THE CORPORATION OF THE TOWN OF GODERICH
BY-LAW NO. 39 OF 2024**

**BEING A BY-LAW TO AUTHORIZE A LEASE BETWEEN THE
CORPORATION OF THE TOWN OF GODERICH AND
LOCAL ROLLA FOR THE PURPOSE OF LOCATING A CANTEEN
OPERATION AT THE WATERFRONT AREA**

WHEREAS Council have approved Local Rolla to locate on the south pier referred to as South Harbour Quay (former washroom facility location) for the purposes of a canteen operation;

AND WHEREAS attached is a lease agreement for the 2024 season.

**NOW, THEREFORE, THE MUNICIPAL COUNCIL OF THE CORPORATION
OF THE TOWN OF GODERICH ENACTS AS FOLLOWS:**

1. That the Mayor and Clerk are hereby authorized to execute and affix the Corporate Seal to the attached Lease Agreement between the Corporation of the Town of Goderich and Local Rolla.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 8th
DAY OF APRIL, 2024.**

MAYOR, Trevor Bazinet

CLERK, Andrea Fisher

THIS LEASE made as of the 8th day of April, 2024.

B E T W E E N :

**THE CORPORATION OF THE TOWN OF
GODERICH,**

a municipal corporation incorporated under the laws of
Ontario

(the “**Landlord**”)

OF THE FIRST PART

- and -

LOCAL ROLLA,

(the “**Tenant**”)

OF THE SECOND PART

THIS LEASE WITNESSES that in consideration of the rents, covenants and conditions hereinafter reserved and contained, the parties hereto covenant and agree as follows:

1. **Definitions**

In this Lease:

- (a) “**Business Period**” means that period of time per year when the Leased Premises are being utilized by the Tenant in the normal conduct of its business at the Port of Goderich. In an area on the south pier referred to as South Harbour Quay (Former Washroom Facility location).
- (b) “**Hazardous Substances**” means any substance which is hazardous to persons, plants, animals or waterlife and which affects the soil of or water in, on, over or under the Leased Premises and any structures thereon; and
- (c) “**Remedial Work**” means any work required to remedy an adverse environmental condition caused by the existence of a Hazardous Substance affecting the soil of or the water in, on, over or under the Leased Premises, and any structures thereon, which is required under (a) applicable federal environmental laws of general application or (b) applicable provincial environmental laws of general application.
- (d) “**Temporary Facility**” – means a trailer placed temporarily on said lands per the terms of the lease.

2. **Leased Premises**

The Landlord hereby demises and leases to the Tenant and the Tenant hereby leases from the Landlord on and subject to the terms and conditions hereinafter set forth, all that real property (“**Leased Premises**”) more particularly described as follows:

ALL AND SINGULAR that certain parcels or tracts of land situate, in South Harbour Quay, immediately adjacent to the existing Beach Hut, so-called, in the Public Harbour of Goderich, in the Town of Goderich, County of Huron and Province of Ontario, the said land comprising an area of 300 square metres within this area as determined by the Landlord.

3. **Term of Lease**

This Lease is for the period of time commencing on the 1st day of May, 2024 and terminating on the 31st day of October, 2024. This Lease may be terminated without cause upon 30 (thirty) days’ notice by either party. This lease will not be renewed following the 31st day of October, 2024.

4. Rent

(1) The Tenant shall pay, during the currency of this Lease to the Landlord, in lawful money of Canada \$3,000.00 + HST per the term for the Leased Premises, payable on or before May 1st, 2024.

(2) Without waiving any other right of action of the Landlord in the event of default of payment of Rent hereunder, in the event that the Tenant is delinquent after the date above appointed in making the payments required hereunder, the Tenant shall pay interest thereon at the rate of 15% per annum, calculated from the date any such amount is due and continuing until the rent is paid. In order to reflect prevailing interest rates, the Landlord may review and adjust the interest rate from time to time.

5. Use

The said lands shall be used for a food concession outlet for the sale of food and soft drink beverages that are complimentary to the products sold by the Rotary Club and not in competition.

6. Payment of Rent

The Tenant shall pay all Rent herein reserved at the time and in the manner in this Lease set forth, without any abatement or deduction whatsoever.

7. Payment of Taxes

The Tenant shall 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, and become due and payable, upon or in respect of the Leased Premises or any part thereof. The Tenant shall pay any business tax, value added tax, multi-stage sales tax, sales tax, goods and services tax or any other tax lawfully imposed on any Rent receivable by the Landlord hereunder by any government or other taxing authority having jurisdiction, whether known as business transfer tax, value added tax, goods and services tax or by any other name.

8. "As Is" Condition

The Tenant accepts the Leased Premises in an "as is" condition and any improvements made to the Leased Premises by the Tenant at any time during the currency of this Lease, to make the Leased Premises suitable for the operations of the Tenant hereunder, shall be at the risk, cost and expense of the Tenant and to the satisfaction of the Landlord.

9. Services

(1) The Tenant shall, on a temporary basis, during the term of this lease shall not be required to hook to the landlords water, sanitary sewer or storm sewer systems, but such Town of Goderich approvals concerning alternate hook-ups of these facilities must be obtained prior to commencing operation. The above does not apply to electrical services which would require immediate electrical hook-up (underground) to the facility per ERT Power requirements, at the expense of the Tenant. i.e. Natural Gas, any additional hook-ups.

(2) The Tenant shall construct improvements on the Leased Premises in such manner that the surface drainage water on the Leased Premises will be discharged into the Landlord's drainage system, and plans for the construction of storm drainage services shall be subject to the approval in writing, of the Landlord prior to installation of such services, for compatibility with the field drainage channels serving the Leased Premises, all at the cost and expense of the Tenant.

(3) The Tenant shall, at the cost and expense of the Tenant, provide complete and proper arrangements for the adequate sanitary handling and disposal away from the Leased Premises of all trash, garbage and other refuse on or in connection with the Tenant's operations under this Lease. Piling of crates, cartons, barrels or other similar items shall not be permitted in a public area on the Leased Premises.

(4) The Tenant shall be responsible at the cost and expense of the Tenant for making arrangements for all services not supplied by the Landlord, provided, however, that the plans and specifications for installation thereof must be approved by the Landlord and the work performed under the supervision of a designated officer of the Landlord.

10. General Covenants of the Landlord and Tenant

- (1) The Tenant covenants with the Landlord:
 - (a) to pay Rent; and
 - (b) to observe and perform the covenants of this Lease on the part of the Tenant to be observed and performed.
- (2) The Landlord covenants with the Tenant:
 - (a) for quiet enjoyment; and
 - (b) to observe and perform the covenants of this Lease on the part of the Landlord to be observed and performed.

11. No Recourse Against Title

The Tenant accepts this Lease upon the express condition that the Tenant shall have no recourse against the Landlord should the title to the Leased Premises be found to be defective.

12. Tenant Improvements & Commitment

The Tenant shall not make any improvements to the Leased Premises without the prior written consent of the Landlord and any improvements made by the Tenant at any time during the currency of this Lease shall be at the risk, cost and expense of the Tenant and to the satisfaction of the Landlord.

13. Vesting of Structures

(1) Subject to subsections (2) and (3), title in all structures and fixtures affixed upon the Leased Premises, whether prior to or during the currency of this Lease, vests in the Landlord without any right to compensation on the part of the Tenant.

(2) Notwithstanding subsection (1), the Tenant shall be entitled to remove its trade fixtures and trailer unit.

Upon the termination of this Lease, whether by effluxion of time or in any other manner whatsoever, the Landlord shall have the right and option to require the Tenant, upon written notice, to remove any or all of the structures and fixtures affixed upon the Leased Premises by the Tenant, and the Tenant shall upon the receipt thereof promptly remove those structures and fixtures and restore the Leased Premises to their original condition as of the date of this Lease all at the cost and expense of the Tenant and without any right on the part of the Tenant to seek compensation for any reason whatsoever.

14. Damage to Tenant's Improvements

(1) Notwithstanding any other provision of this Lease, if any improvement made by the Tenant on the Leased Premises shall, at any time during the term hereby granted, be destroyed or so damaged as to render the improvement unfit for use, due to causes beyond the control of the Tenant, the Tenant will then have a period of ninety (90) days after such damage or destruction within which to decide whether or not it will repair or replace the improvement.

(2) If the Tenant decides not to repair or replace the improvement, either party to this Lease may terminate this Lease by notice, in writing, given to other party within the ninety (90) day period; and in the event of such notice being given to the Landlord pursuant to this section, the Rent reserved to the Landlord under this Lease shall be due and payable up to the date of removal of the improvement and clearance and leveling of the Leased Premises to the satisfaction of the Landlord.

15. Destruction of Leased Premises

(1) Notwithstanding anything in this Lease contained, if the Leased Premises at any time becomes untenable, by reason or in consequence of any catastrophic cause beyond the Landlord's or the Tenant's control, this Lease may thereupon, by notice in writing from either party given to the other party within thirty (30) days from the date that the Leased Premises so became untenable, be declared terminated from the happening of any such event.

(2) If this Lease is terminated pursuant to this section the tenant shall be entitled to reimbursement on a *pro rata* basis of any advance payment of Rent.

16. Compliance with Regulations

The Tenant shall in all respects abide by and comply with all applicable statutes, regulations and by-laws, in any manner affecting the Leased Premises, and more specifically including the Town's Property Standards By-Law.

17. Assignments, Transfers, Subleases and Licences

The Tenant shall not make any assignment of this Lease nor any transfer or sublease of the whole or any portion of the Leased Premises, nor grant any licence to use any part of the Leased Premises, without obtaining the prior consent in writing of the Landlord to such assignment, transfer, sublease or licence which consent the Landlord reserves the right to withhold.

18. Novation

Any assignment of the Landlord's interest in the Lease shall include the novation of the Landlord's assignee as a party to the Lease. The Tenant shall be obligated to accept the novation of such assignee on any basis whatsoever. The parties agree to promptly execute and deliver all such agreements and other instruments as may be reasonably required to give effect to any novation contemplated by this Section.

19. Access By Landlord

(1) The Landlord, its officers, servants or agents shall have full and free access in order to view and inspect the state of repair during normal business hours and in the presence of the Tenant or a representative of the Tenant to any and every part of the Leased Premises; it being expressly understood and agreed, however, that in cases of emergency, the Landlord, its officers, servants or agents shall at all times and for all purposes have full and free access to the Leased Premises.

(2) Subject to the provisions of this Lease, the Tenant shall have quiet possession of the Leased Premises, and the right to ingress and egress over the roadways subject to rules and regulations as may be established by the Landlord respecting such use.

20. Maintenance and Repair of Leased Premises

(1) The Tenant shall at all times during the currency of this Lease keep the Leased Premises in good repair and in a neat, tidy, sanitary and clean condition, in all respects, and at all times, to the entire satisfaction of the Landlord and at the sole cost and expense of the Tenant.

(2) The Tenant shall not, during the currency of this Lease, do, suffer or permit to be done any act or thing which may impair, damage or injure the Leased Premises or any part thereof beyond the damage occasioned by reasonable use, and shall, at the Tenant's own cost and expense, repair all portions of the Leased Premises which may at any time be damaged, fair wear and tear excepted.

21. No Claim or Demand Against Landlord

The Tenant shall not have any claim or demand against the Landlord or any of its servants or agents for detriment, damage, injury or loss of any nature whatsoever or howsoever caused to the Leased Premises, or to any person or property including any buildings, structures, erections, motor or other vehicles, materials, supplies,

articles, effects or things at any time brought, placed, made or being on or about the Leased Premises, unless such damage or injury is due to the negligence of any officer or servant of the Landlord while acting within the scope of its duties or employment.

22. Indemnification of Landlord

The Tenant shall at all times indemnify and save harmless the Landlord from and against all claims and demands, loss, costs, damages, actions, suits or other proceedings by whomsoever 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 exercise in any manner of rights arising hereunder, except claims for damage resulting from the negligence of any officers or servants of the Landlord while acting within the scope of their duties or employment.

23. Right of the Landlord to Grant Licences

This Lease is granted strictly subject to the right of the Landlord to grant Licences, at any time during the currency of this Lease, covering the right and privilege or permission to construct, lay, maintain, operate and replace water mains, sewers, gas pipelines, oil pipelines, underground and overhead transmissions, electrical lines and telephone lines, and cables on, under, over and across the Leased Premises and for the Landlord, its agents, servants and contractors, with vehicles, equipment and machinery, to enter upon the Leased Premises at any time for the purposes of installing, maintaining and replacing aids to navigation without interference from the Tenant and the exercise of such right shall not be deemed to constitute an interference with the Tenant's exclusive possession of the Leased Premises or to constitute a derogation from the Lease hereby granted.

24. Nuisance

The Tenant shall not do, suffer or permit to be done any act or thing upon or above the Leased Premises which is or would constitute a nuisance to the occupiers of any lands or premises adjoining or in the vicinity of the Leased Premises or to the public generally.

25. Insurance

(1) The Tenant at its sole cost and expense shall place and at all times maintain during the currency of this Lease, public liability and property damage insurance against claims for personal injury, death or damage to property arising out of any of the omissions of the Tenant or any of its agents, employees or servants; such insurance shall be with a company or companies acceptable to the Landlord and all policies for such insurance shall be in an amount and in a form satisfactory to the Landlord. The Town shall be named an additional named insured and the policy shall be in a minimum of \$2,000,000.

(2) The Tenant shall, immediately upon the execution of this Lease, obtain and, at all times during the continuance of this Lease, maintain for the benefit of the Landlord, insurance of all the Landlord's structures situate on the Leased Premises against fire and such other risks as may from time to time be required by the Landlord, in an amount and with an insurance company or companies satisfactory to the Landlord; the policy or policies of insurance covering to be in a form and terms satisfactory to the Landlord and to be filed together with receipts for payment of premium or premiums thereon by the Tenant with the Landlord.

(3) The Tenant at its sole cost and expense shall place and shall at all times maintain during the currency of this Lease, insurance against all perils, with respect to any improvements, buildings, structures constructed, brought or placed upon the Leased Premises by the Tenant during the term of this Lease, and all policies for such insurance shall be in an amount and in a form satisfactory to the Landlord.

(4) The Tenant shall submit the policy or policies referred to in subsections (1), (2) and (3) or certified copies thereof and any renewals thereof to the Landlord for review and approval together with proof of payment of the premiums therefor.

(5) Notwithstanding anything to the contrary hereinbefore contained, it is expressly agreed that all of the policies of insurance to be maintained pursuant to this section shall be written in the name of the Landlord, the Tenant and any agents, employees or servants of the Tenant, as their respective interests may appear, and the loss payable under such policies of insurance (other than with respect to the insurance to be placed pursuant to subsection (1) above), shall be made payable to the Landlord and the Tenant.

26. Environment

Pollution

(1) The Tenant shall not discharge, or cause or permit to be discharged or howsoever to get into the harbour adjacent to the Leased Premises (the “**Harbour**”) any deleterious material, noxious, contaminated or poisonous substances, including petroleum and petroleum products, all as determined by the Landlord whose decision shall be final, and if at any time and from time to time during the currency of this Lease, any pollution is caused to the Harbour by reason or as a result of the operations of the Tenant, as to all of which the Landlord shall be the sole judge, and the decision shall be final, the Tenant shall forthwith upon receipt of a notice in writing from the Landlord undertake, prosecute without interruption and complete the work of removal of such pollution material from the Harbour, at the cost and expense of the Tenant and to the satisfaction of the Landlord, and in case the Tenant fails to carry out its obligations under this section to remove such pollution material from the Harbour, the Landlord may cause such to be undertaken, prosecuted and completed, all at the cost of the Tenant, and the Tenant shall, forthwith upon demand therefor, reimburse the Landlord for all cost and expense incurred by the Landlord in the performance of such work and all other costs and expenses connected therewith or incidental thereto, and all such costs and expenses shall constitute a debt payable by the Tenant to the Landlord.

Paramountcy

(2) Notwithstanding anything contained in this Lease relating to any provincial or municipal law, statute, by-law, regulation, code or other enactment, the Landlord hereby declares that no such reference shall be interpreted, construed or implied as a recognition by the Landlord that the Province of Ontario, any municipality, or any provincial or municipal law, statute, by-law, regulation, code or other enactment, has any jurisdiction over the Landlord or the Leased Premises and any structures thereon.

Landlord's Access to Perform Work

(3) The Landlord shall have unrestricted and unimpeded access to the Leased Premises and any structures thereon, at all times and without cost, in order to perform or have performed the Remedial Work for which it is responsible under the Landlord's Environmental Assessment Report.

Landlord to Provide Notice to the Tenant

(4) In the event the Landlord elects to perform or have performed the Remedial Work for which the Tenant is responsible, the Landlord shall give prior notice to the Tenant before entering the Leased Premises and any structures thereon unless such Remedial Work is required on an emergency basis. The Landlord shall have unrestricted and unimpeded access to the Leased Premises and any structures thereon, at all times and without cost in order to perform or have performed the Remedial Work.

Limitations on Landlord's Liability

(5) The Landlord's obligations shall be restricted to Hazardous Substances present in the soil of or the water in, on, over or under the Leased Premises and any structures thereon prior to the commencement date of this Lease. The Landlord's obligations herein are for the exclusive benefit of the Tenant and successors and permitted assigns and shall not be for the benefit of any other person. For greater certainty, it is agreed that in no event shall the Landlord be responsible or liable for Remedial Work relating to any Hazardous Substance:

- (a) to the extent that such Hazardous Substance was added to or put in the soil of or water in, on, over or under the Leased Premises and

any structures thereon on or after the commencement date of this Lease;

- (b) to the extent that any act or omission of any person on or after the commencement date of this agreement contributed to any substance becoming a Hazardous Substance;
- (c) which, on or after the commencement date of this agreement, is released, spilled, leaks or flows from any container, tank, pipe, conduit, tube or any related or other equipment in which any Hazardous Substance is contained or by or through which any Hazardous Substance is transmitted or transported; or

As asbestos contamination is in large part related to the condition of the asbestos-containing material, the need for Remedial Work should be addressed to the material that is friable or exposed where there is a likelihood of the material becoming an airborne particulate and/or where it may possibly be ingested. The presence of asbestos-containing materials does not in all circumstances constitute a hazard. Where the Tenant through error or omission has allowed or brought to pass the creation of an asbestos hazard, it shall be the Tenant's responsibility to rectify the situation at its cost.

Access for Environmental Testing

(6) The Landlord and its officers, servants, employees, agents, contractors, subcontractors and consultants shall have unrestricted and unimpeded access to the Leased Premises and any structures thereon at all times for the purpose of making soil, water or other environmental tests, measurements, or surveys to determine the existence of any Hazardous Substance in the soil of or water in, on, over or under the Leased Premises and any structures thereon which may cause or contribute to an adverse environmental condition, provided that the Landlord shall do so at its own expense and at its own risk and shall not interfere with the operations of the Tenant at the Leased Premises and any structures thereon and shall return the Leased Premises and any structures thereon to the state in which they were before the commencement of such action. No action taken by the Landlord hereunder shall constitute a trespass.

Compliance with Laws

(7) Without limiting the generality of any other covenant herein, the Tenant shall, at its own cost and expense, comply with all applicable laws from time to time in force relating to environmental matters, the manufacture, use, storage, disposal and transportation of any Hazardous Substance and the protection of the environment generally and shall immediately give written notice to the Landlord of the occurrence of any event in the soil of or water, in, on, over or under the Leased Premises and any structures thereon constituting an offence thereunder or a breach of this provision and, if the Tenant shall, either alone or with others, cause the happening of any such event, the Tenant shall, at its own expense:

- (a) immediately give the Landlord written notice to that effect and thereafter give the Landlord from time to time written notice of the extent and nature of the Tenant's compliance with the following provisions of this subsection;
- (b) promptly perform any Remedial Work which will result in conformity and compliance with all applicable laws governing such Hazardous Substance;
- (c) if requested by the Landlord, obtain a certificate from an independent consultant designated or approved by the Landlord verifying the complete and proper compliance with the requirements of any applicable law relating to such Hazardous Substances or, if such is not the case, reporting as to the extent and nature of any failure to comply with the foregoing provisions of this subsection;
- (d) promptly cease any activity which causes or permits any Hazardous Substance to be released, spilled, leaked or to flow onto

or into the soil of or water in, on, over or under the Leased Premises, and any structures

thereon or any adjacent land, air or water or results in any Hazardous Substance being released into the environment; and

- (e) if requested by the Landlord, obtain a certificate from an independent consultant designated or approved by the Landlord verifying that any activity referred to in paragraph (d) above has ceased.

The Tenant shall, at its own cost and expense, remedy any damage to the Leased Premises and any structures thereon or adjacent land, air or water caused by the occurrence of any such event in the soil of or water in, on, over under the Leased Premises and any structures thereon or caused by the performance or lack of performance of any of the Tenant's obligations under this section. If any governmental authority having jurisdiction shall require the clean-up of any Hazardous Substance held, released, spilled, leaked, abandoned, flowing onto or into or placed upon the soil of or water in, on, over or under the Leased Premises and any structures thereon or any adjacent land, air or water or released into the environment on or after the commencement date of this Lease as a result of any use of the whole or any part of the Leased Premises and any structures thereon on or after the commencement date of this Lease then the Tenant shall, at no cost to the Landlord, prepare all necessary studies, plans and proposals and submit the same to the Landlord for approval, provide all bonds and other security required by governmental authorities having informed and provide to the Landlord full information with respect to proposed plans and comply with the Landlord's requirements with respect to such plans. The Tenant further agrees that if the Landlord determines, in its own discretion, that the Landlord, its property or its reputation are placed in jeopardy by the requirement for any such Remedial Work, the Landlord may itself undertake such Remedial Work or any part thereof at the expense of the Tenant.

Enquiries by Landlord

(8) The Tenant hereby authorizes the Landlord to make inquiries from time to time of any government or governmental agency with respect to the Tenant's compliance with any applicable environmental laws pertaining to the Tenant, the Tenant's business as conducted on or from the Leased Premises and any structures thereon, including any law pertaining to an adverse environmental condition and the protection of the environment; and the Tenant covenants and agrees that the Tenant will from time to time forthwith on demand provide to the Landlord such written authorization as the Landlord may reasonably require in order to facilitate the obtaining by the Landlord of such information.

Ownership of Hazardous Substances

If the Tenant shall bring, permit, suffer or create in or on the Leased Premises and any structures thereon any Hazardous Substance or if the conduct of any business or undertaking on any part of the Leased Premises and any structures thereon or the use of any part of the Leased Premises and any structures thereon shall cause there to be any Hazardous Substances upon the whole or any part of the Leased Premises which cause or contribute to any adverse environmental condition then, notwithstanding any rule of law to the contrary, such Hazardous Substances shall be and remain the sole and exclusive property of the Tenant and shall not become the property of the Landlord notwithstanding the degree of affixation of the substance or the goods containing the Hazardous Substance to the Leased Premises and any structures thereon and notwithstanding the expiry or early termination of this agreement.

Survival of Covenants

(9) The obligations of the Tenant hereunder relating to Hazardous Substances referred to in this Lease shall survive the expiry or early termination of this agreement save only that, to the extent that the performance of these obligations requires access to or entry upon the Leased Premises or any part thereof and any structures thereon, the Tenant shall have such entry and access only at such times and upon such terms and conditions as the Landlord may, from time to time specify; and the Landlord may, at the Tenant's cost and expense, itself or by its officers, servants, employees, agents, contractors,

subcontractors, and consultants, undertake the performance of any necessary Remedial Work in order to complete such obligations of the Tenant; but having commenced such Remedial Work the Landlord shall have no obligation to the Tenant to complete such Remedial Work.

27. Overholding

If, after the expiration or termination of this Lease, the Tenant shall continue to occupy the Leased Premises, with or without the consent of the Landlord, but without execution of a new lease or renewed lease of the Leased Premises, the Tenant shall be a tenant at will at a monthly Rent, for the time of such occupation, of one-twelfth plus ten percent of one-twelfth of the annual Rent payable immediately prior to overholding payable in advance on the day of each month, and subject in all other respects to the same terms as are herein set out, insofar as they are applicable to a tenancy at will, and, upon the termination of the tenancy at will, any rental payments during the tenancy at will shall be considered as payments on account only and, in the event that this Lease is renewed by agreement between the parties or a new lease of the Leased Premises herein demised is entered into by the parties, an adjustment shall be made upon the signature of a new or renewed lease to bring the amount paid in respect of the period of the tenancy at will into accord with the provisions of the new or renewed lease, it being expressly agreed that the acceptance of Rent, or any implied condition, or any implication of law, shall in no way renew this Lease or create any tenancy other than a tenancy at will.

28. Default and Re-Entry

(1) It is expressly agreed that:

- (a) if the Tenant shall be in default in the payment of Rent or amounts collectable hereunder as Rent, whether lawfully demanded or not, and such default shall continue for a period of 15 days after the Rent has become due and payable; or

if the Tenant shall be in default of any of its covenants or agreements hereunder (other than its covenant to pay Rent or amounts collectable hereunder as Rent) and such default shall continue for a period of 30 days (or such longer period as may be reasonably necessary to cure such default considering the nature thereof) after notice by the Landlord to the Tenant specifying with reasonable particularity the nature of such default and requiring the same to be remedied; or

- (b) if the default set out in the notice given to the Tenant by the Landlord pursuant to paragraph (b) reasonably requires more time to cure than the thirty (30) day period referred to in that paragraph and the Tenant has not commenced remedying or curing the same within the thirty (30) day period or, in the opinion of the Landlord fails to diligently complete the same within a reasonable time; or
- (c) if the Tenant shall make an assignment for the benefit of creditors, or shall make an assignment or have a receiving order made against it under the *Bankruptcy and Insolvency Act* (Canada), or becoming bankrupt or insolvent shall make application for relief under the provisions of any statute now or hereafter in force concerning bankrupt or insolvent debtors, or any action whatsoever, legislative or otherwise shall be taken with a view to, the winding-up, dissolution or liquidation of the Tenant;

then the current monthly Rent together with the Rent for the three months next ensuing shall immediately become due and payable and, at the option of the Landlord, the term hereby granted shall become forfeited and void, and the Landlord may without notice or any form of legal process whatsoever forthwith re-enter upon the Leased Premises or any part thereof in the name of the whole and repossess and enjoy the same as of its former estate, anything contained in any statute or law to the contrary notwithstanding.

(2) Forfeiture of this Lease by the Tenant shall be wholly without prejudice to the right of the Landlord to recover arrears of Rent or damages for any antecedent breach

of covenant on the part of the Tenant, and notwithstanding any such forfeiture the Landlord may subsequently recover from the Tenant damages for loss of Rent suffered by reason of the lease having been determined prior to the end of the term of this Lease as set out in section 3 hereof and this section and the rights hereunder shall survive the termination of this Lease whether by act of the parties or by operation of law.

29. Non-Waiver

No condoning, excusing or overlooking by the Landlord of any default, breach or non-observance by the Tenant at any time or times in respect of any covenant or condition of this Lease herein contained shall operate as a waiver of the Landlord's rights hereunder in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat or affect in any way the rights of the Landlord in respect of any continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the Landlord save only express waiver in writing. All rights and remedies of the Landlord contained in this Lease shall be cumulative and not alternative.

30. Removal of Chattels by Tenant

(1) Subject to subsection (2), the Tenant shall not, unless required by the Landlord, remove or cause or permit to be removed any goods, chattels, materials, effects or things from the Leased Premises until all Rent due or to become due under this Lease is fully paid.

(2) The Landlord may on any termination of this Lease, request the Tenant to forthwith remove from the Leased Premises all goods, chattels, materials, effects and things at any time brought or placed thereon by the Tenant, and the Tenant shall to the satisfaction of the Landlord repair all and every damage and injury occasioned to the Leased Premises by reason of such removal or in the performance thereof, but the Tenant shall not, by reason of any action taken or things performed or required under this section be entitled to any compensation whatever.

31. Landlord May Perform Tenant's Obligations

If the Tenant fails to perform an obligation of the Tenant under this Lease the Landlord may perform the obligation and for that purpose may enter upon the Leased Premises on not less than three (3) days' prior notice to the Tenant or without notice in the case of an emergency and do such things upon or in respect of the Leased Premises as the Landlord considers necessary. The Tenant will pay as additional rent all expenses incurred by or on behalf of the Landlord under this section plus ten per cent (10%) for overhead upon presentation of a bill therefor. The Landlord will not be liable to the Tenant for loss or damage resulting from such action by the Landlord.

32. Effect of Lease

This Lease and everything herein contained shall operate and take effect to the benefit of and be binding upon the heirs, executors, administrators, successors and lawful assigns, as the case may be, of each of the parties hereto, subject to the granting of consent by the Landlord as provided herein to any assignment, transfer or sublease of this Lease and where there is a male, female or corporate party, the provisions hereof shall be read with all grammatical changes to gender and number required by the context and all covenants and obligations shall be deemed joint and several and the invalidity of any section for any reason whatsoever shall not invalidate any other section of this Lease.

33. Remedies Generally

Mention in this Lease of any particular remedy of the Landlord in respect of the default by the Tenant does not preclude the Landlord from any other remedy in respect thereof, whether available at law or in equity or by statute or expressly provided for in this Lease.

34. Headings

Any note appearing as a heading in this Lease has been inserted for convenience and reference only and cannot define, limit or expand the scope or meaning of this Lease or any of its provisions.

35. Notices

(1) All notices and communications to the Landlord in connection with this Lease shall be addressed to:

The Corporation of the Town of Goderich
Town Hall
57 West Street, Goderich, Ontario N7A 2K5

Attention: Clerk
Phone: (519) 524-8344

or such other address as the Landlord may advise the Tenant in writing.

(2) All notices and communications to the Tenant in connection with this Lease shall be addressed to:

Name: Pat Church
Email: Localrolla24@gmail.com
Phone: (226) 543-2084

or such other address as the Tenant may advise the Landlord in writing.

(3) Any notice given to either party hereto shall be effectively given if sent by letter, telegram or telex addressed to the party at its address as indicated above. Any notice so given shall be deemed to have been received by the other party at the time when in the ordinary course such letter, telegram or telex should have reached its destination.

36. End of Term

Upon the expiration or other termination of the term of this Lease, the Tenant shall quit and surrender to the Landlord the Leased Premises, in good order and condition, ordinary wear excepted. The Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this Lease. If the last day of the term of this Lease falls on Sunday, this Lease shall expire on the business day immediately preceding.

37. No Obligation to Renew or Extend

The Landlord will not renew this Lease or grant any extensions hereof.

38. Provisions Separately Valid

If any covenant, obligation, agreement, term or condition of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such covenant, obligation, agreement, term or condition to persons or circumstances other than those in respect of which it is held invalid or unenforceable, shall not be affected thereby and each covenant, obligation, agreement, term and condition of this Lease shall be separately valid and enforceable to the fullest extent permitted by law.

39. Entire Agreement

The Tenant acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Lease save as expressly set out in this Lease and that this Lease constitutes the entire agreement between the Landlord and the Tenant and may not be modified except as herein explicitly provided or except by subsequent agreement in writing of equal formality executed by the Landlord and the Tenant.

IN WITNESS WHEREOF the parties have executed this Lease as of the date first here above written.

THE CORPORATION OF THE TOWN OF GODERICH

By:

MAYOR, Trevor Bazinet

By:

CLERK, Andrea Fisher

We have authority to bind the Corporation.

TENANT

WITNESS

LOCAL ROLLA cc/o Pat Church