THE CORPORATION OF THE MUNICIPALITY
OF NORTHERN BRUCE PENINSULA

BY-LAW 1999-40

BEING A BY-LAW TO AUTHORIZE A LEASE AGREEMENT WITH THE FRIENDSHIP CLUB.

WHEREAS the Friendship Club has leased the building located on Unit 44 on Plan D7 in the former Village of Lion’s Head for a number of years;

AND WHEREAS the Friendship Club wishes to renew the said lease for an additional period of time;

AND WHEREAS the Municipality of Northern Bruce Peninsula is willing to renew said lease for an additional five year period of time commencing June 1, 1999;

NOW THEREFORE the Council of the Corporation of the Municipality of Northern Bruce Peninsula enacts as follows:

1. That we enter into an a lease agreement with the Friendship Club.

2. That the Mayor and Clerk be authorized to execute said agreement on behalf of the Corporation.

3. That a copy of said agreement be attached hereto and form part of this agreement as Schedule “A”.

4. That this by-law shall come into force and take effect upon the final passing thereof.

READ A FIRST AND SECOND TIME THIS 12TH DAY OF JULY, 1999.

READ A THIRD TIME, FINALLY PASSED, SIGNED AND SEALED THIS 12TH DAY OF JULY, 1999.

[Signatures]

MAYOR

CLERK-ADMINISTRATOR
This Indenture

MADE THE ............................................. DAY OF ........................................ , 19 ......(1)
in pursuance of the Short Forms of Leases Act

Between,

THE CORPORATION OF THE MUNICIPALITY OF NORTHERN BRUCE PENINSULA ................................(2)
LESSOR
AND

THE FRIENDSHIP CLUB ...................................................(3)
LESSEE

Witnesseth,

that in consideration of the rents, covenants and agreements, hereinafter reserved and contained, on the part of the lessee, the lessor doth demise and lease unto the lessee,

(4) their executors, administrators, successors and assigns, all that messuage or tenement situate, lying and being in the Municipality of Northern Bruce Peninsula (in the former Village of Lion's Head), in the County of Bruce and

being composed of Unit 44, on Plan D7, registered in the Land Registry Office—Land Titles Division of Bruce at Walkerton. This building was formally known as the Agricultural Hall, and is situated at 6 Tackaberry Street, Lion's Head, Ontario.
To have and to hold the said demised premises for and during the term of 5 years...0 months to be computed from the 5th day of June 1999 and from thenceforth next ensuing and fully to be complete and ended on the 5th day of June 2004.

Yielding and paying therefore yearly, and every year during the said term unto the said lessor, (9) her...heirs, executors, administrators, successors, or assigns, the sum of $2,000 dollars, to be payable on the following days and times, that is to say, on the 1st day of month, the first of such payments to become due and be made on the 1st day of July next.

in exchange for financial contributions from the Friendship Club to pay for renovations to the building herein,
The said lessee covenants with the said lessor: (13)

a) to pay rent; heat, hydro, snow removal

b) and to pay taxes except for local improvements

c) and to pay for ordinary, routine repairs and routine maintenance to repair reasonable wear and tear and damage by fire, lightning and tempest only excepted.

d) and to keep up fences;

e) and not to cut down timber;

f) and that the said lessor may enter and view state of repair; and that the said lessee will repair according to notice in writing, reasonable wear and tear and damage by fire, lightning and tempest only excepted;

g) and will not assign or sub-let without leave;

h) and that he will leave the premises in good repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted.

Provided, that the lessee may remove their contents;

Provided, that in the event of fire, lightning or tempest, rent shall cease until the premises are rebuilt;

Proviso for re-entry by the said lessor on non-payment of rent or non-performance of covenants;

(see insert page)

the Municipality of Northern Bruce Peninsula in no way for any debts that arise from the Senior Citizens using the building.
The said lessor covenants with the said lessee for quiet enjoyment.
This lease shall be interpreted with all changes in number and gender as the context or the parties require.
IN WITNESS whereof the parties have hereunto set their hands and seals.
SIGNED, SEALED AND DELIVERED
in the presence of

WITNESS TO LESSOR'S SIGNATURE

WITNESS TO LESSEE'S SIGNATURE

notes

1. Insert date.
2. Insert the landlord's name and address in full.
3. Insert tenant's name and address (or if two or more, all names and addresses) in full.
4. His or her, or theirs.
5. Describe the premises leased in full. If an apartment, give number and street address, city, county and province. If part of a building, describe fully the rooms or part of the building, then street address, city, county and province. If a complete building give the same description as on the legal deed to the building, or if none is available, then street address, city, county and province.
6. Insert the number of years and months.
7. Insert the date the lease is to start.
8. Insert the date the lease is to end.
9. His or her, or theirs.
10. Insert the rent payable per month or year as the case may be.
11. Insert the date each rent payment is to be made (for instance, the first day of each month).
12. Insert the day the first rent payment is to be made.
13. Strike out the sections or parts of sections not applicable.
14. His or her, or theirs.
15. Insert additional paragraphs here as desired.
16. All persons signing including witnesses must be eighteen years of age or older.

N.B. a) No lease should be signed on a Sunday.
    b) All changes, erasures, or additions should be marked and initialed by the lessor and lessee in the margin.
    c) Please check local provincial statutes and regulations, and local by-laws.
Lease

FOR 5 YEARS

Commencing June 5, 1999
Ending June 5, 2004
Yearly Rent
The Lessee shall receive all rental income generated by renting the building to the public and to the Municipality.

In the event that the building is totally destroyed and there is an actual cash insurance settlement based on market value of the loss, it is understood and agreed that the Lessor will compensate the Friendship Club proportionately for its actual investment in this property.

The Lessor or the Lessee may give the other party twelve-month notice to cancel this Lease.

The Lessee shall have the option to renew this Lease with the Lessor on mutually agreeable terms after this Lease has matured.