

**LEASE**

**MADE AS OF THE \_\_\_\_ DAY OF \_\_\_\_\_, 2011.**

**B E T W E E N :**

**THE CORPORATION OF THE COUNTY OF BRANT**

(the "Landlord")

- and -

**SUSTAINABLE BRANT**

(the "Tenant")

In consideration of the rents, covenants and obligations stipulated herein the Landlord and the Tenant have agreed to enter into a Lease, pursuant to the Commercial Tenancies Act, R.S.O. 1991, c. L. 7, of the premises known municipally as Langford Community Centre, 1694 Colborne St. East, Brantford, Ontario, N3T 5L4,

and more particularly described in Schedule A attached (the "Premises").

**1. GRANT OF LEASE**

- (1) The Landlord leases the Premises to the Tenant:
  - (a) at the Rent set forth in Section 2;
  - (b) for the Term set forth in Section 3; and
  - (c) subject to the conditions and in accordance with the covenants, obligations and agreements herein.
- (2) The Landlord covenants that the Landlord has the right to grant the leasehold interest in the Premises free from encumbrances except as disclosed on title.

**2. RENT**

- (1) Rent means the amounts payable by the Tenant to the Landlord pursuant to this Paragraph and includes Additional Rent.
- (2) The Tenant covenants to pay to the Landlord, during the Term of this Lease rent as follows:
  - (a) \$2.00 per annum the receipt of which is hereby acknowledged.

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- (3) The Tenant further covenants to pay all other sums required by this Lease to be paid by the Tenant and agrees that all amounts payable by the Tenant to the Landlord or to any other party pursuant to the provisions of this Lease shall be deemed to be additional rent ("Additional Rent") whether or not specifically designated as such in this Lease.
- (4) The Landlord and the Tenant agree that it is their mutual intention that this Lease shall be a completely carefree net lease for the Landlord and that the Landlord shall not, during the Term of this Lease be required to make any payments in respect of the Premises:
- (a) and, to effect the said intention of the parties, the Tenant promises to pay the following expenses related to the Premises as Additional Rent;
- (i) utilities (including but not limited to electricity, water, heat, air-conditioning, telephone);
  - (ii) services supplied to the Premises, provided that this does not in any way oblige the Landlord to provide any services, unless otherwise agreed in this Lease;
  - (iii) grass cutting, janitorial and waste removal;
  - (iv) the costs of insurance coverage required to be maintained by the Tenant with respect to the premises, as set out in section 9;
- [not in Onondaga pre-school, not in Optimist]
- (b) and, the Tenant hereby agrees to indemnify and protect the Landlord from any liability accruing to the Landlord in respect of the expenses payable by the Tenant as provided herein;
- (c) and, if the Tenant fails to make any of the payments required by this Lease then the Landlord may make such payments and charge to the Tenant as Additional Rent the amounts paid by the Landlord, and if such charges are not paid by the Tenant on demand the Landlord shall be entitled to the same remedies and may take the same steps for recovery of the unpaid charges as in the event of Rent in arrears.
- (5) All payments to be made by the Tenant pursuant to this Lease shall be delivered to the Landlord at the Landlord's address for service set out in Paragraph 16 or to such other place as the Landlord may from time to time direct in writing.

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- (6) All Rent in arrears and all sums paid by the Landlord for expenses incurred which should have been paid by the Tenant shall bear interest from the date payment was due, or made, or expense incurred at a rate of 1.25% per month.
- (7) The Tenant acknowledges and agrees that the payments of Additional Rent provided for in this Lease shall be made without any deductions for any reason whatsoever unless expressly allowed by the terms of this Lease or agreed to by the Landlord in writing.
- (8) The Tenant acknowledges and agrees that no partial payment by the Tenant which is accepted by the Landlord shall be considered as other than a partial payment on account of Rent owing and shall not prejudice the Landlord's right to recover any rent owing.

### **3. TERM AND POSSESSION**

- (1) The Tenant shall have possession of the Premises for a period of 5 years, commencing on 1st day of July, 2011, and ending on the 30th day of June, 2016 (the "Term").
- (2) Subject to the Landlord's rights under this Lease, and as long as the Lease is in good standing the Landlord covenants that the Tenant shall have quiet enjoyment of the Premises during the Term of this Lease without any interruption or disturbance from the Landlord or any other person or persons lawfully claiming through the Landlord.
- (3) The Landlord and Tenant may renew this lease, on a rolling 5 year basis [this was the recommendation if we wish to host a solar microfit with Brant County Renewable Energy], upon written notice by either party of its desire to renew six (6) months in advance of the expiry of the Term and the Term shall be amended to include the renewal period.

[not

necessary]

**4. ASSIGNMENT**

- (1) The Tenant shall not assign this Lease or sublet the whole or any part of the Premises without the prior written consent of the Landlord, which consent is within the absolute discretion of the Landlord and may be arbitrarily withheld.
- (2) The Landlord shall have full right to assign its interest in this Lease and to deal with its ownership interest in the Premises by sale, mortgage or any other means.
- (3) The consent of the Landlord to any assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting.
- (4) Any consent granted by the Landlord shall be conditional upon the assignee, sublessee or occupant executing a written agreement directly with the Landlord agreeing to be bound by all the terms of this Lease as if the assignee, sublessee or occupant had originally executed this Lease as Tenant.
- (5) Any consent given by the Landlord to any assignment or other disposition of the Tenant's interest in this Lease or in the Premises shall not relieve the Tenant from his obligations under this Lease, including the obligation to pay Rent and Additional Rent as provided for herein.

**5. USE**

- (1) During the Term of this Lease the Premises shall not be used for any other purpose than:
- (2)
  - a) a Community Centre as defined in the County of Brant Zoning By-law,
  - b) a meeting place for Sustainable Brant.
- (3) The Tenant shall not do or permit to be done at the Premises anything which may:
  - (a) constitute a nuisance;
  - (b) cause damage to the Premises;
  - (c) cause injury or annoyance to occupants of neighbouring premises or properties;
  - (d) make void or voidable any insurance upon the Premises; or
  - (e) constitute a breach of any by-law, statute, order or regulation of any municipal, provincial or other competent authority relating to the Premises.

**6. REPAIR AND MAINTENANCE**

- (1) The Tenant covenants that during the term of this Lease the Tenant shall keep in good condition the Premises including all alterations and additions made thereto, and shall, with or without notice, promptly make all needed repairs and all necessary replacements as would a prudent owner; but the Tenant shall not be liable to effect repairs [from Onondaga lease] to the structure, cistern, water supply system, plumbing fixtures, mechanical or electrical systems, septic system or repairs attributable to reasonable wear and tear, or to damage caused by fire, lightning or storm, or be liable for snow removal.
- (2) The Tenant shall permit the Landlord or a person authorized by the Landlord to enter the Premises to examine the condition thereof and view the state of repair at reasonable times; and
  - (a) if upon such examination repairs are found to be necessary, written notice of the repairs required shall be given to the Tenant by or on behalf of the Landlord and the Tenant shall make the necessary repairs within the time specified in the notice; and
  - (b) if the Tenant refuses or neglects to keep the Premises in good repair, the Landlord may, but shall not be obliged to, make any necessary repairs, and shall be permitted to enter the Premises, by the Landlord's servants or agents, for the purpose of effecting the repairs without being liable to the Tenant for any loss, damage or inconvenience to the Tenant in connection with the Landlord's entry and repairs, and, if the Landlord makes repairs, the Tenant shall pay the cost thereof immediately as Additional Rent.
- (3) The Tenant shall immediately give written notice to the Landlord of any substantial damage that occurs to the Premises from any cause.
- (4) The Tenant shall be responsible for maintenance of the premises including but not limited to, grass cutting, janitorial and waste removal.
- (5) In this subsection "Landlord" means the County of Brant Water Division Manager or their designate.
  - (a) The Landlord shall be responsible for meeting all the requirements of *The Safe Drinking Water Act, 2002*, as amended. [*Lynn, could you please provide this text for us to review?*]
  - (b) The Tenant shall notify the Landlord if the premises is used for any purpose that would cause the premise to be classified as a designated facility as defined in O. Reg 170/03, which includes the use of the premises as a children and youth care facility, a children's camp, a delivery agent care facility, a health care facility, a school or private school, a social care facility, or a university, college or other institution with the authority to grant

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degrees, all as defined in the Safe Drinking Water Act, 2002 and regulations.

- (c) The Tenant agrees to ensure that no person other than the Landlord is permitted to operate or maintain the water treatment equipment on the premises.

The Tenant agrees to ensure that it does not permit the modification or repairs to the plumbing without the approval of the Landlord. The Landlord agrees to allow the tenant (if the tenant so chooses) to negotiate a grey-water or rain-water recycling system for non-potable water uses.

- (d) The Tenant agrees that it will not permit the supply of potable water to the premises to be provided by anyone except the Landlord. The Landlord agrees that any water supplied will not be fluoridated or chlorinated.
  - (e) The Tenant agrees to notify the Landlord of water system alarms, water flow or water pressure issues, in accordance with the requirements that are established by the Landlord and to meet at least once annually with the Landlord to review the operation of the water system and the notification requirements.
- (6) [Paris Museum lease] The Landlord shall be responsible for major repairs to the electrical, heating and plumbing systems and for any structural repairs. not obligated to undertake any building repairs including but not limited to structural, electrical, heating, septic and plumbing systems, however said repairs may be undertaken by the Landlord at their sole discretion in consultation with the Tenant or may be completed by the Tenant with the permission of the Landlord.

Upon the expiry of the Term or other termination of this Lease the Tenant agrees peaceably to surrender the Premises, including any alterations or additions made thereto, to the Landlord in a state of good repair, reasonable wear and tear and damage by fire, lightning and storm only excepted.

### **7. ALTERATIONS AND ADDITIONS**

- (1) If the Tenant, during the Term of this Lease desires to make any alterations or additions to the Premises including but not limited to: erecting partitions, attaching equipment, and installing furnishings or additional equipment in connection with the Tenant's operations, the Tenant may do so at the Tenant's own expense, at any time and from time to time, if the following conditions are met:
  - (a) before undertaking any alteration or addition the Tenant shall submit to the Landlord a plan showing the proposed alterations or additions and items included in the plan which are regarded by the Tenant as "Trade Fixtures" shall be designated as such on the plan, and the Tenant shall not proceed to make any alteration or addition unless the Landlord has approved the plan, and the Landlord shall not unreasonably withhold such approval; and

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- (b) any and all alterations or additions to the Premises made by the Tenant must comply with all applicable building code standards and by-laws of the municipality in which the Premises are located.

TheIn consultation with the Tenant.Any alterations, additions, installations or improvements that any governing authority, municipal, provincial or otherwise, may require to be made in, on or to the Premises may be paid by the Landlord or paid by the Tenant and Landlord on a cost-sharing basis. The Tenant will apply for grants to help with the funding of these items.

- (2) All alterations and additions to the Premises made by or on behalf of the Tenant, other than the Tenant's Trade Fixtures, shall immediately become the property of the Landlord without compensation to the Tenant.
- (3) The Tenant agrees, at the Tenant's own expense and by whatever means may be necessary, immediately to obtain the release or discharge of any encumbrance that may be registered against the Landlord's property in connection with any additions or alterations to the Premises made by the Tenant or in connection with any other activity of the Tenant.
- (4) If the Tenant has complied with the Tenant's obligations according to the provisions of this Lease, the Tenant may remove the Tenant's Trade Fixtures at the end of the Term or other termination of this Lease and the Tenant covenants to make good and repair or replace as necessary any damage caused to the Premises by the removal of the Tenant's Trade Fixtures.
- (5) Other than as provided in paragraph 7 (5) above, the Tenant shall not, during the Term of this Lease or anytime thereafter remove from the Premises any Trade Fixtures or other goods and chattels of the Tenant except in the following circumstances:
  - (a) the removal is in the ordinary course of business;
  - (b) the Trade Fixture has become unnecessary for the Tenant's business or is being replaced by a new or similar Trade Fixture; or
  - (c) the Landlord has consented in writing to the removal;

but in any case the Tenant shall make good any damage caused to the Premises by the installation or removal of any Trade Fixtures, equipment, partitions, furnishings and any other objects whatsoever brought onto the Premises by the Tenant.

- (6) The Tenant shall, at the Tenant's own expense, if requested by the Landlord, remove any or all additions or improvements made by the Tenant to the Premises during the Term and shall repair all damage caused by the installation or the removal or both.
- (7) The Tenant shall not bring onto the Premises or any part of the Premises any machinery, equipment or any other thing that might in the opinion of

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the Landlord, by reason of its weight, size or use, damage the Premises or overload the floors of the Premises, and if the Premises are damaged or overloaded the Tenant shall restore the Premises immediately or pay to the Landlord the cost of restoring the Premises.

[not in Onondaga pre-school lease]

### 8. SIGNAGE

- (1) No sign, advertisement or notice shall be inscribed, painted or affixed by the Tenant, or any other person on the Tenant's behalf, on any part of the inside or outside of the Premises unless the sign, advertisement or notice has been approved in every respect by the Landlord. Any sign so installed shall remain the property of the Tenant and shall be removed by the Tenant upon termination of the Lease. Upon removal of the signs the Premises shall be restored to their original condition. The Tenant shall indemnify the Landlord against any loss or damage caused to any person or thing as a result of the placing, using or removing of a sign at the Premises.

### 9. INSURANCE

- (1) During the Term of this Lease the Landlord shall maintain with respect to the Premises, insurance coverage insuring against:
  - (a) loss or damage by fire, lightning, storm and other perils that may cause damage to the Premises, [Onondaga pre-school lease] or the property of the landlord in which the premises are located as are commonly provided for as extended perils coverage or as may be reasonably required and obtained by the Landlord, and the insurance policy shall provide coverage on a replacement cost basis in an amount sufficient to cover the cost of all signs and leasehold improvements
  - (b) liability for bodily injury or death or property damage sustained by third parties with coverage limits of not less than \$2,000,000 per occurrence.
- (2) The Tenant covenants to keep the Landlord indemnified against all claims and demands whatsoever by any person, whether in respect of damage to person or property, arising out of or occasioned by the maintenance, use or occupancy of the Premises or the subletting or assignment of same or any part thereof. And the Tenant further covenants to indemnify the Landlord with respect to any encumbrance on or damage to the Premises occasioned by or arising from the act, default, or negligence of the Tenant's, officers, agents, servants, employees, contractors, customers, invitees or licensees during the Term and the Tenant agrees that the foregoing indemnity shall survive the termination or expiry of this Lease notwithstanding any provision of this Lease to the contrary.
- (3) The Tenant shall carry insurance in his own name insuring against the risk of damage to the Tenant's property within the Premises caused by



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fire or other perils and the policy shall provide for coverage on a replacement cost basis to protect the Tenant's stock-in-trade, equipment, Trade Fixtures, decorations and improvements.

- (4) The Tenant shall take out and maintain during the term of the lease, a comprehensive policy of public liability and property damage insurance[Onondaga pre-school lease] , , with coverage limits of not less than \$2,000,000 per occurrence and endorsed to provide 30 days notice to the Landlord of any cancellation, revocation, expiration or amendment, for any act of omission on the part of the Tenant, their employees, guests, invitees and agents arising in any way howsoever, from the maintenance or use of the Premises which results in loss or damage arising from bodily injury to or death of one or more persons or loss of or damage to property.
- (5) The Tenant shall provide the Landlord with a certificate of insurance verifying the listed coverage obligations have been met and naming the Landlord as an additional insured on the policy, upon commencement of the term and upon each subsequent renewal of the policy.

**10. DAMAGE TO THE PREMISES [all other leases (Paris Museum, Mt. Pleasant Optimist, Langford/Jerseyville pre-school at Onondaga hall) state the landlord will repair.**

- (1) If the Premises are damaged or destroyed, in whole or in part, by fire or other peril, then the following provisions shall apply.

[A,b and c are from the Paris Museum, Onondaga pre-school and Optimist leases) If the damage or destruction renders the Premises unfit for occupancy and impossible to repair or rebuild using reasonable diligence within 120 clear days from the happening of such damage or destruction, the the Term hereby granted shall cease from the date the damage or destruction occurred and the rent shall abate. [proposed addition to text]The Landlord and Tenant will discuss other possibilities for the Tenant (e.g. selling the premises to the Tenant, allowing a temporary replacement structure, etc).

b) If the Premises can with reasonable diligence be repaired and rendered fit for occupancy within 120 days from the happening of the damage or destruction, but the damage renders the Premises wholly unfit for occupancy, then the Rent hereby reserved shall not accrue after the day that such damage occurred, or while the process of repair is going on, and the Landlord shall repair the Premises with all reasonable speed, and the Tenant's obligation to pay Rent shall resume immediately after the necessary repairs have been completed;

c) If the Premises can be repaired within 120 days as aforesaid, but the damage is such that the Premises are capable of being partially used, then, until such damage has been repaired, the Tenant shall continue in possession and the Rent shall abate proportionately.

then the Rent hereby reserved will not accrue after the day such damage

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- (2) Any question as to the degree of damage or destruction shall be determined by the Landlord.
- (3) Apart from the provisions of subparagraph 10(1), there shall be no abatement from or reduction of the Rent payable by the Tenant.**11.**

**ACTS OF DEFAULT AND LANDLORD'S REMEDIES**

- (1) An Act of Default has occurred when:
  - (a) the Tenant has failed to pay Rent or Additional Rent for a period of 15 consecutive days, regardless of whether demand for payment has been made or not;
  - (b) the Tenant has breached the Tenant's covenants or failed to perform any of the Tenant's obligations under this Lease; and
    - (i) the Landlord has given notice specifying the nature of the default and the steps required to correct it; and
    - (ii) the Tenant has failed to correct the default as required by the notice;
  - (c) the Tenant has;
    - (i) become bankrupt or insolvent or made an assignment for the benefit of creditors; or
    - (ii) had its property seized or attached in satisfaction of a judgment; or
    - (iii) had a receiver appointed; or
    - (iv) committed any act or neglected to do anything with the result that a Construction Lien or other encumbrance is registered against the Landlord's property; or
    - (v) without the consent of the Landlord, made or entered into an agreement to make a sale of its assets to which the Bulk Sales Act applies; or
    - (vi) taken action if the Tenant is a corporation, with a view to winding up, dissolution or liquidation;
  - (d) any insurance policy is cancelled or not renewed by reason of the use or occupation of the Premises, or by reason of non-payment of premiums;
  - (e) the Premises are used by any other person or persons, or for any other purpose than as provided for in this Lease without the written consent of the Landlord [Onondaga lease does not have the following].

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- (2) When an Act of Default on the part of the Tenants has occurred, the Landlord shall have the right to terminate this Lease and to re-enter the Premises and deal with them as the Landlord may choose.
- (3) [not in Onondaga lease]
- (4) The Tenant covenants that notwithstanding any present or future Act of the Legislature of the Province of Ontario, the personal property of the Tenant during the Term of this Lease shall not be exempt from levy by distress for Rent in arrears:
  - (a) and the Tenant acknowledges that it is upon the express understanding that there should be no such exemption that this Lease is entered into, and by executing this Lease and in that connection:
    - (i) the Tenant waives the benefit of any such legislative provisions which might otherwise be available to the Tenant in the absence of this agreement; and [why would the county ask us to give up our legal rights?]
    - (ii) the Tenant agrees that the Landlord may plead this covenant as an estoppel against the Tenant if an action is brought to test the Landlord's right to levy distress against the Tenant's property.
- (5) If, when an Act of Default has occurred, the Landlord chooses not to terminate the Lease and re-enter the Premises, the Landlord shall have the right to take any and all necessary steps to rectify any or all Acts of Default of the Tenant and to charge the costs of such rectification to the Tenant and to recover the same as Rent.
- (6) If, when an Act of Default has occurred, the Landlord chooses to waive the Landlord's right to exercise the remedies available to the Landlord under this Lease or at law the waiver shall not constitute condonation of the Act of Default, nor shall the waiver be pleaded as an estoppel against the Landlord to prevent the Landlord exercising the Landlord's remedies with respect to a subsequent Act of Default. No covenant, term, or condition of this Lease shall be deemed to have been waived by the Landlord unless the waiver is in writing and signed by the Landlord.

### **12. TERMINATION**

- (1) If the Premises are subject to an Agreement of Purchase and Sale or if the Premises are expropriated or condemned by any competent authority the Landlord shall have the right to terminate this Lease by giving ninety (90) clear days notice in writing to the Tenant.
- (2) The Tenant agrees to permit the Landlord during the last three months of the Term of this Lease to display "For Rent" or "For Sale" signs or both at

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the Premises and to show the Premises to prospective new tenants or purchasers and to permit anyone having written authority of the Landlord to view the Premises at reasonable hours.

- (3) If the Tenant remains in possession of the Premises after expiration of this Lease without the execution and delivery of a new lease, the Tenancy shall be deemed to continue as a monthly tenancy only but tenancy shall remain subject to all the terms and conditions of this Lease except those regarding the Term.
- (4) If the Tenant remains in possession of the Premises after termination of this Lease as aforesaid, and if the Landlord then accepts Rent for the Premises from the Tenant, it is agreed that such overholding by the Tenant and acceptance of Rent by the Landlord shall create a monthly tenancy only but such tenancy shall remain subject to all the terms and conditions of this Lease except those regarding the Term. [request a rolling five (5) year lease in order to allow for the solar microfit project.]
- (5) The Tenant shall have the right to terminate this Lease by giving thirty (30) clear days' notice in writing to the Landlord.

### **13. ACKNOWLEDGEMENT BY TENANT**

- (1) The Tenant agrees that he will at anytime or times during the Term, upon being given at least forty-eight (48) hours prior written notice, execute and deliver to the Landlord a statement in writing certifying:
  - (a) the amount of Rent being paid;
  - (b) the dates to which Rent has been paid;
  - (c) other charges payable under this Lease which have been paid;
  - (d) the monthly revenues and expenses for the Premises

**14. SUBORDINATION AND POSTPONEMENT**

- (1) This Lease and all the rights of the Tenant under this Lease are subject and subordinate to any and all charges against the land, buildings or improvements of which the Premises form part, whether the charge is in the nature of a mortgage, trust deed, lien or any other form of charge arising from the financing or re-financing, including extensions or renewals, of the Landlord's interest in the Premises.
- (2) Upon the request of the Landlord the Tenant will execute any form required to subordinate this Lease and the Tenant's rights to any such charge, and will, if required, attorn to the holder of the charge.
- (3) No subordination by the Tenant shall have the effect of permitting the holder of any charge to disturb the occupation and possession of the Premises by the Tenant as long as the Tenant performs his obligations under this Lease.

**15. RULES AND REGULATIONS**

- (1) The Tenant agrees on behalf of the Tenant and all persons entering the Premises with the Tenant's authority or permission to abide by such reasonable rules and regulations that form part of this Lease and as the Landlord may make from time to time.

**16. NOTICE**

- (1) Any notice required or permitted to be given by one party to the other pursuant to this Lease may be given

To the Landlord at: County of Brant,  
26 Park Avenue,  
Burford, Ontario,  
N0E 1A0

ATTN: Clerk

To the Tenant at: Sustainable Brant  
27 Ronald Rd. R.R 8  
Brantford, Ontario  
N3T 5M1

- (2) The above addresses may be changed at any time by giving ten (10) days written notice.
- (3) Any notice given by one party to the other in accordance with the provisions of this Lease shall be deemed conclusively to have been received on the date delivered if the notice is served personally or seventy-two (72) hours after mailing if the notice is mailed.

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**17. REGISTRATION**

- (1) The Tenant shall not at any time register notice of or a copy of this Lease on title to the Premises without consent of the Landlord which consent is within the absolute discretion of the Landlord and may be arbitrarily withheld.

**18. INTERPRETATION**

- (1) The words importing the singular number only shall include the plural, and vice versa, and words importing the neutral gender shall include the masculine and feminine gender, and the words importing persons shall include firms and corporations and vice versa.
- (2) Unless the context otherwise requires, the word "Landlord" and the word "Tenant" wherever used herein shall be construed to include the successors and assigns of the Landlord and Tenant, respectively.
- (3) When there are two or more Tenants bound by the same covenants herein contained, their obligations shall be joint and several.

**IN WITNESS WHEREOF** the parties hereto have signed this Lease and affixed their corporate seal.

**SIGNED, SEALED AND DELIVERED**

**THE CORPORATION OF THE COUNTY  
OF BRANT  
(Landlord)**

Per: \_\_\_\_\_  
R.E.F. Eddy, Mayor

Per: \_\_\_\_\_  
Jayne Carman, Clerk

I/We have the authority to bind the Corporation.

**SUSTAINABLE BRANT  
(Tenant)**

Per: \_\_\_\_\_  
insert signing officer name/title

Per: \_\_\_\_\_  
insert signing officer name/title

I/We have the authority to bind Corporation.

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**SCHEDULE A**

TO LEASE MADE BETWEEN

**THE CORPORATION OF THE COUNTY OF BRANT**

the Landlord

and

**SUSTAINABLE BRANT**

the Tenant

Part of Lot 6, Range 1, N/S of Hamilton Road formerly Ancaster Road, in the geographic Township of Brantford as described in A65925, County of Brant, being all of PIN 32227-0064

**SCHEDULE OF RULES AND REGULATIONS FORMING PART OF THIS LEASE**

The Tenant shall observe the following Rules and Regulations (as amended, modified or supplemented from time to time by the Landlord as provided in this Lease):

1. The sidewalks, entrances, stairways and corridors of the Premises shall not be obstructed or used by the Tenant, or its agents, servants, contractors, invitees or employees for any purpose other than access to and from the Premises.
2. The floors, sky-lights and windows that reflect or admit light into passageways at the Premises shall not be covered or obstructed by the Tenant and no awnings shall be put over any window without the approval of the Landlord
3. The toilets, sinks, drains, washrooms and other water apparatus in the Premises shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, ashes or other substances, such as chemicals, solvents, noxious liquids or pollutants shall be thrown therein; and any damage resulting to them from misuse shall be borne by the Tenant.
4. The Tenant shall not perform any acts or carry on any activity which may damage the Premises or be a nuisance to the Landlord, or that is illegal.
5. No animals or birds shall be brought into or kept inside the building.
6. The Tenant shall not mark, drill into, bore or cut or in any way damage or deface the walls, ceilings or floors of the Premises. No wires, pipes or conduits shall be installed in the Premises without prior written approval of the Landlord. No broadloom or carpeting shall be affixed to the Premises by means of a non-soluble adhesive or similar products.
7. No one shall use the Premises for sleeping apartments or residential purposes, for the storage of personal effects or articles other than those required for business purpose.
8. The Tenant shall not use or permit the use of any objectionable advertising medium such as, without limitation, loudspeakers, public address systems, sound amplifiers, radio, broadcast or television apparatus within the Premises which is in any manner audible or visible outside of the Premises.
9. The Tenant must observe strict care not to allow windows to remain open so as to admit rain or snow, or so as to interfere with the heating of the Premises. The Tenant neglecting this rule will be responsible for any damage caused to the property of the Landlord, by such carelessness. The Tenant, when closing the Premises, shall close all windows and lock all doors.



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10. The Tenant shall not without the express written consent of the Landlord, place any additional locks upon any doors of the Premises and shall not permit any duplicate keys to be made therefore; but shall use only additional keys obtained from the Landlord, at the expense of the Tenant, and shall surrender to the Landlord on the termination of the Lease all keys of the Premises.
11. No inflammable oils or other inflammable, toxic, dangerous or explosive materials shall be kept or permitted to be kept in or on the Premises.
12. Nothing shall be placed on the outside of windows or projections of the Premises. No air-conditioning equipment shall be placed at the windows of the Premises without the consent in writing of the Landlord.
13. Fundraising events to pay for hall expenses are permitted including sales from a community garden. .
14. The Tenant shall first obtain in writing the consent of the Landlord to any alteration or modification to the electrical system or plumbing system in the Premises and all such alterations and modifications shall be completed at the Tenant's expense by an electrical contractor or licensed plumber as applicable, acceptable to the Landlord.
15. The Tenant shall first obtain in writing the consent of the Landlord to the placement by the Tenant of any garbage containers or receptacles outside the Premises or building.
16. The Tenant shall not install or erect on or about the Premises television antennae, communications towers, satellite dishes or other such apparatus without prior consent from the Landlord.
17. The Landlord shall have the right to make such other and further reasonable rules and regulations and to alter, amend or cancel all rules and regulations as in its judgment may from time to time be needed for the safety, care and cleanliness of the Premises for the preservation of good order therein and the same shall be kept and observed by the Tenant, and its employees, agents, servants, contractors or invitees. The Landlord may from time to time waive any of such rules and regulations.