

THIS AGREEMENT made this _____ day of _____ 2023

BETWEEN:

The Corporation of the Township of Huron-Kinloss

(Hereinafter called the
"Township") OF THE FIRST PART

- And -

Dr. Ben Shyu

(Hereinafter called "Dr. Shyu")
OF THE SECOND PART

WITNESSETH that in consideration of the mutual covenants, obligations and agreements herein contained, the parties agree as follows:

1. Premise

- 1.1 The Township hereby leases to the Dr. Shyu the main level of the building on the south-east corner on Lot 175, Plan 177 known as 18 Tain Street, Township of Huron-Kinloss (former Village of Ripley), County of Bruce (hereinafter the "premise") for the purpose of providing medical services on Saturday or Sunday as agreed to by the Township of Huron-Kinloss.
- 1.2 That Dr. Shyu hereby acknowledges that the main level of the premises is also being leased to Kincardine Community Medical Clinic (Monday to Friday) and CarePartners Inc.
- 1.3 Dr. Shyu agrees to provide a schedule of dates the facility is to be used to the Township by e-mail mfair@huronkinloss.com The Township acknowledges that the schedule is subject to reasonable changes due to weather, holidays and scheduling, etc., and will make an attempt to avoid scheduling conflicts for maintenance and other uses.

2. Rent

- 2.1 The Township hereby leases the premise to Dr. Shyu in consideration of a fixed total rent of \$1,000.00 plus HST for 2023 for 20 (twenty) Saturday sessions for the purpose of providing community health care services. The lease is based on \$50.00 per session, and any sessions not used will be carried forward into the next lease, and any sessions beyond the 20 (twenty) sessions annually will be invoiced \$50.00 per session as required.

3. Taxes & Insurance

3.1 Commercial General Liability Insurance

Commercial General Liability Insurance satisfactory to the Township and underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to:

- (a) A limit of liability of not less than \$5,000,000/occurrence
- (b) Add the Township as an additional insured with respect to the operations of the Named Insured
- (c) The policy shall contain a provision for cross liability and severability of interest in respect of the Named Insured
- (d) Non-owned automobile coverage with a limit not less than \$2,000,000 and shall include contractual non-owned coverage (SEF 96)

Schedule A to By-Law No.

- (e) Products and completed operations coverage
- (f) Broad Form Property Damage
- (g) Contractual Liability
- (h) Work performed on Behalf of the Named Insured by Sub-Contractors
- (i) The policy shall provide 30 days prior notice of cancellation

4. Utilities

4.1 Dr. Shyu agrees to pay all charges for telephone, fax, internet etc. used on the premise.

5. General Repairs & Maintenance

5.1 The Township agrees to be responsible for snow removal of the parking lot.

5.2 The Township endeavors to ensure the suitability of the premise that it is leasing to Dr. Shyu. If something comes to the attention of Dr. Shyu that there is a deficiency in anyway, Dr. Shyu shall notify the Township immediately in order to enable the Township to rectify the deficiency. The parties agree that continued use by Dr. Shyu shall absolve the Township from any property damage or bodily injury which may occur as a direct result of its activities.

5.3 Dr. Shyu hereby acknowledges that the Township shall not be responsible, in any manner for Dr. Shyu's equipment which is to be located in the premise.

5.4 Dr. Shyu shall at all times hereinafter save harmless and keep indemnified the Township, its employees or agents from and against all claims and proceedings by whomsoever made, brought or prosecuted, in any manner based upon, arising out of or attributable to the Township's execution of this lease.

6. Capital Expenditures

6.1 The Township is responsible for all capital expenditures of the premise.

7. Personnel

7.1 Dr. Shyu is responsible for supplying their own personnel as required and all related costs.

8. Janitorial

8.1 Dr. Shyu is responsible for all janitorial expenses of the premise.

9. Supplies & Equipment

9.1 Dr. Shyu is responsible for all supplies and/or equipment.

10. Termination

10.1 The Township and Dr. Shyu agree that this Agreement can be terminated by any party upon giving two (2) months written notice to the other party(ies), said notice to be delivered, as follows:

To the Township 21 Queen Street
Ripley, Ontario
NOG 2R0
Attention: Clerk

To Dr. Shyu: 220 Duncan Mill Road Suite #508 North York,
Ontario M3B 3J5
docshyu99@hotmail.com

11. Term

This Agreement shall begin on January 1st, 2023 and shall continue in effect for a term of one year until, J a n u a r y 1 ^{s t} 2024 and then shall be renewed for successive **one year** terms unless terminated under Section 10.

IN WITNESS WHEREOF the Township has hereunto affixed the corporate seal under the hands of the Mayor and Clerk and Dr. Shyu has hereunto set their hand and seal.

SIGNED, SEALED AND DELIVERED

THE CORPORATION OF THE
TOWNSHIP OF HURON-KINLOSS

Per:

Don Murray, Mayor

Per:

Jennifer White, Clerk
We have the authority to bind the
Corporation

Per:

Dr. Ben Shyu
I have the authority to bind the
Corporation