

THIS LEASE AGREEMENT made this 18th day of November 2024 ("**Agreement**").

BETWEEN:

The Corporation of the Township of Huron-Kinloss
(**"Township"**)

- and -

Lynda Shields carrying on business as "Her Strength Studios"
(together, "**HSS**")

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

1. Premises and Use

- 1.1 In accordance with the covenants, obligations, and agreements contained herein, the Township hereby leases to the HSS the basement level excluding the storage room in the north west corner of the building known as Point Clark Community Centre ("**PCCC**") located at 344 Lake Range Drive, Township of Huron-Kinloss, County of Bruce (hereinafter the "**Premises**").
- 1.2 During the term of this Agreement, HSS shall be permitted to use the Premises for the purpose of providing fitness services ("**Purpose**"), as agreed to by the Township in writing from time to time.
- 1.3 Upon payment by HSS of all Rent (as defined herein) and other charges and the performance of all covenants, conditions, and provisions on HSS's part to be observed and performed under this Agreement, HSS shall have quiet enjoyment of the Premises for the term of this Agreement, subject to Section 1.4.
- 1.4 HSS hereby acknowledges that this Agreement and all HSS's rights hereunder are subject to the following: (i) a portion of the Premises is and will be used during the term of this Agreement by the Huron Lakeshore Friendship Club and Point Clark Beach Association for storage purposes; and (i) the Township shall be permitted to, during the term of this Agreement, and from time to time, utilize the washroom facilities within the Premises in connection with special events or evacuation Centre upstairs at the PCCC (together, the "**Existing Uses**"). For clarity, HSS acknowledges, confirms, and agrees that its use and enjoyment of the Premises will all times remain subject to the Existing Uses, and that that it will allow for access to the Premises for the Existing Uses.
- 1.5 HSS acknowledges that during the term of this Agreement, it shall have access to the Premises during the PCCC's regular business hours, which shall be subject to reasonable changes by the Township due to weather, holidays, government mandates, inspections, and maintenance. The Township will communicate to HSS such changes to the PCCC's regular business hours.
- 1.6 The Township is not responsible for any loss of revenue due to changes to PCCC's regular business hours, weather, mechanical failures, or circumstances not within the Township's control.

2. Rent, Term, Termination, and Default

- 2.1 The term of the Agreement shall commence on February 1, 2025, and terminate on January 31, 2027, unless terminated prior to such date.
- 2.2 Unless a party hereto provides at least thirty (30) days written notice of termination to the other party hereto, this Agreement will automatically renew for consecutive one (1) years periods, upon the same terms set out

- herein.
- 2.3 HSS will pay the Township the greater of: (i) \$250.00 CAD per month plus applicable HST; or, (ii) 5% of HSS's gross sales for the preceding month, not to exceed \$600.00 CAD per month, plus applicable HST ("**Rent**"). Rent shall be prorated for any partial month.
 - 2.4 HSS will provide a copy of its gross revenue statement ("**Statement**") for each of its preceding months by the 10th day following each month to sphelan@huronkinloss.com. The Township shall promptly issue an invoice to HSS after receiving a Statement (each an "**Invoice**"), which shall be paid by HSS in accordance with the terms contained therein.
 - 2.5 This Agreement may be terminated by the Township for convenience at any time upon sixty (60) days written notice to HSS.
 - 2.6 In the event, (i) that HSS fails to pay Rent in accordance with an Invoice, or (ii) of any default of the terms of this Agreement other than the payment of Rent occurs and continue following thirty (30) day written notice, the Township, in addition to any rights accorded by law, immediately or anytime thereafter, may re-enter the Premises and terminate this Agreement without further notice to the HSS or enter and remedy the breach or default at the HSS's expense.
 - 2.7 HSS shall surrender the Premises in a clean and broom swept condition at the expiration or termination of the Agreement. With the exception of reasonable wear and tear, HSS shall be responsible for any damage it causes to the PCCC.

3. Insurance

- 3.1 HSS agrees to put in effect and maintain during the term of this Agreement 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 CAD per occurrence;
 - (b) the Township as an additional insured with respect to the operations of the named insured;
 - (c) 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 CAD and shall include contractual non-owned coverage (SEF 96);
 - (e) products and completed operations coverage;
 - (f) broad form coverage;
 - (g) contractual liability coverage;
 - (h) coverage for work performed on behalf of the named insured by sub-contractors; and
 - (i) thirty (30) days prior notice of cancellation.
- 3.2 HSS will always keep an updated fire safety plan available for the Premises.

4. Utilities

- 4.1 Rent shall be inclusive of all utilities required for reasonable use of the Premises, including all charges for telephone, fax, and internet. Any upgrades to the utilities are at the expense of HSS.

5. Township's Obligations

- 5.1 The Township agrees as follows:
 - (a) to be responsible for snow removal of the PCCC's parking lot;
 - (b) to ensure all PCCC access doors are working properly;
 - (c) to be responsible for all capital expenditures in respect of the Premises as deemed necessary by the Township,

including but not limited to, HVAC, flooring, exterior steel, and doors.

6. HSS's Obligations

6.1 HSS represents, warrants, covenants, and agrees as follows:

- (a) to have full power and authority to enter into this Agreement;
- (b) to hold all applicable permits, licenses, consents, registrations, and authorities necessary to perform its obligations under the Agreement;
- (c) to comply with all applicable federal, provincial, and municipal laws, rules, orders, regulations, and by-laws;
- (d) to observe and perform all of the terms and conditions of this Agreement;
- (e) not to do or omit to do or permit to be done or omitted anything upon or in respect of the Premises, the doing or omission of which shall result in a nuisance or the cancellation of any insurance policy;
- (f) not to assign all or any portion of its interest in the Premises or this Agreement;
- (g) not to use the Premises nor allow the Premises to be used for any purpose other than the Purpose;
- (h) not to make any alterations to the PCCC;
- (i) to be responsible for all costs and personnel associated with the Purpose;
- (j) to accept the Premises on an "as is, where is" basis, and having satisfied itself with respect to its intended use of the Premises;
- (k) to keep the entrance to the Premises clear of snow, ice, and debris, as required;
- (l) to promptly notify the Township in the event that a deficiency in the Premises and/or the PCCC comes to the attention of HSS;
- (m) to maintain the Premises in substantially the same condition of repair and appearance existing at the commencement of this Agreement, ordinary wear and tear excepted. For clarity, HSS shall be responsible for all janitorial expenses, costs, and equipment in respect of the Premises, including but not limited to the washrooms facilities contained therein. Notwithstanding the foregoing, the parties hereto agree that in the event that said washroom facilities are being utilized in connection with a special event at the PCCC, the Township shall arrange for their cleaning thereafter;
- (n) to abide by and ensure its staff and invitees abide by all rules and regulations established by the Township relating to the PCCC from time to time;
- (o) to pay Rent in accordance with this Agreement; and
- (p) to not register notice or a copy of this Agreement on title to the PCCC at any time.

7. Indemnification

7.1 The HSS shall indemnify and hold harmless the Township, from the date of this Agreement, against all liabilities, costs, fines, suits, claims, demands or actions of any kind for which the Township may become liable for reason of any breach, violation or non-performance by the HSS of any covenant, term or provision of the Agreement, or any injury, death or damage to property, occasioned to or suffered by any person or any property by reason of any act, negligence, or default by HSS or its employees, subcontractors invitees or agents on the Premises, or by reason of the occupation of the Premises by HSS or by reason of the condition of the Premises caused by HSS.

- 7.2 The Township of Huron-Kinloss shall not, in any way, be responsible for any liabilities, costs, fines, suits, claims, demands or actions of any kind with respect to the use of the Premises by HSS, except for those matters arising from the Township's own negligence or willful misconduct.

8. General

- 8.1 All notices that may be or are required to be given pursuant to this Agreement shall be in writing and must be given by personal delivery, by facsimile transmission, by e-mail, or by mail, and if given by mail shall be deemed sufficiently given if sent by registered mail. Any notice shall be deemed to have been given when personally delivered on confirmation following receipt of facsimile transmission, or five (5) business days following receipt for delivery by mail to the addresses listed below. Any written notice required by this Agreement shall addressed:

To the Township 21 Queen Street
Ripley, Ontario
NOG 2R0
Attention: Clerk
jwhite@huronkinloss.com

To HSS: Lynda Shields
146 Huron Road, Point Clark, ON N2Z 2X3
herstrengthstudio@gmail.com

- 8.2 This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument.
- 8.3 Governing law is that of the province of Ontario and the laws of Canada applicable therein.
- 8.4 No failure or delay by a party hereto in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor will any single or partial exercise preclude any other or further exercise of any right, power or privilege hereunder.
- 8.5 If any provision of this Agreement is wholly or partially unenforceable for any reason, all other provisions of this Agreement will continue in full force and effect.
- 8.6 Nothing in this Agreement or any acts of the Township or the HSS pursuant to this Agreement shall be deemed to create a relationship of partners or a joint venture.

[signature page to follow]

Authorized by By-law No. _____

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

**THE CORPORATION OF THE
TOWNSHIP OF HURON-KINLOSS**

Per:

Don Murray, Mayor

Per:

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

**LYNDA SHIELDS carrying on
business as "HER STRENGTH
STUDIOS"**

Per:

Lynda Shields (Her Strength
Studios)
I have the authority to bind the Business