

Schedule A
By-law No. 2024-109

THIS AGREEMENT (Agreement) made on the 1st day of November 2024;

Between

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

- and -

the **Kincardine Family Health Team** (The "Lessee").

WHEREAS the Lessor is the registered owner of the premises known for municipal purposes as Lot 75, Plan 177, 18 Tain St. Ripley Ontario.

AND WHEREAS, the Lessor has agreed to lease the Lessee, and the Lessee has agreed to lease from the Lessor, the premises hereinafter described.

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

Subject nevertheless to termination as herein provided.

1) Premise

- a) The Township of Huron-Kinloss hereby leases to the Kincardine Family Health Team the main level of the building (excluding the Ripley Family Y Childcare office) 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 weekdays as agreed to by the Township of Huron-Kinloss. The staff room will also be shared with the Ripley Family Y Childcare staff.
- b) That the Kincardine Family Health Team hereby acknowledges that the main level of the premise may also be leased to other medical service providers, including Dr. Shyu (Saturdays and Sundays). If Huron-Kinloss alters the arrangement with Dr. Shyu or considers any other health provider rental that Kincardine Family Health Team is made aware in writing.
- c) The Kincardine Family Health Team agrees to provide a schedule of dates the facility is to be used to the Township of Huron-Kinloss by e-mail to 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.

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2) Term

- a) The Township hereby leases the premises to the Kincardine Family Health Team for a term of 10 years commencing on the 1st of November 2024 and terminating on the 31st of October 2034.

3) Rent

- a) A fixed annual fee of \$3500 including HST payable monthly. The monthly amount is \$291.67.
- b) At expiration date of the tenure specified in this lease, the Lessee shall have an option to renew for a further period up to five years upon the said terms and conditions as herein contained, save and except as to the rent that shall be negotiated between the Lessee and the Lessor. Provided that if the Lessor and Lessee cannot agree upon such renew rent then it shall be fixed by arbitration with reference to rent for similar premises in the Township of Huron-Kinloss.
- c) The Lessor and/or Lessee may terminate this lease upon six months minimum written and registered letter notice to the other party.
- d) The Lessor and the Lessee agree that HST is included in and incorporated into the rent.

4) Insurance

- a) Commercial General Liability Insurance satisfactory to the Lessor 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 is not limited to:
 - I. A limit of liability of not less than \$5,000,000 per occurrence.
 - II. Add the Township of Huron-Kinloss as additional insured with respect to the operations of the Named Insured.
 - III. The policy shall contain a provision for cross-liability and severability of interest in respect of the Named Insured.
 - IV. Non-owned automobile coverage with a limit not less than \$2,000,000 and shall include contractual non-owned coverage (SEF 96).
 - V. Products and completed operations coverage.
 - VI. Broad form property damage.
 - VII. Contractual liability.
 - VIII. Work performed on behalf of the Named Insured by sub-contractors.
 - IX. The policy shall provide 30 days prior notice of cancellation.

5) Utilities

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- a) The Lessor is responsible for all heating, electricity, water, and sewage expenses for the premises.
- b) The lessee is responsible for paying all charges for telephone and internet used on the premises.

6) Lessor's Obligations

The Lessor agrees as follows:

- a) The Lessor covenants to provide at its own expense snow removal, pest control and landscaping.
- b) The Lessor shall keep the Premises and stairways, corridors, entrances, washrooms, and other common areas of the building and the parking lot in a state of good repair and maintenance consistent with other Township facilities.
- c) The Lessor shall be responsible for garbage and recycling for the premises.
- d) Will ensure all access doors are working properly.
- e) To be responsible for all capital expenditures in respect of the Premises as deemed necessary by the Lessor, including but not limited to, HVAC, flooring, exterior steel and doors.
- f) To respond to all deficiencies in a timely manner.
- g) The Lessor will maintain an inventory of equipment, furnishings and décor owned by the Township of Huron-Kinloss. The Township of Huron-Kinloss will not be responsible for the replacement of any such items as a result of damage or negligence by the Lessee.

7) Lessee's Obligations

The Lessee agrees as follows:

- a) The Lessor endeavours to ensure suitability of the premise that it is leasing to the Lessee. If a deficiency comes to the attention of the Lessee, the Lessee will notify the Lessor immediately in order to enable the Lessor to rectify the deficiency. The parties agree that continued use by the Lessee shall absolve the Lessor from any property damage or bodily injury which may occur as a direct result of its activities.
- b) The Lessee shall at all times maintain in good working order all equipment, décor, furnishings, etc. Any items damaged by the Lessee shall be replaced by the Lessee with a product of similar size, quality and capability.
- c) The Lessee hereby acknowledges that the Lessor shall not be held responsible, in any manner, for the Lessee's equipment which is to be located in the Premise.
- d) The Lessee shall at all times hereinafter save harmless and keep indemnified the Township of Huron-Kinloss, its employees, or agents from and against all

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claims and proceedings by whomsoever made, brought or prosecuted, in any manner based upon, arising out of, or attributed to the Lessor's execution of the lease.

- e) The Lessee shall not do or suffer any waste or damage, disfiguration or injury to the Premises, nor permit or suffer any overloading of the floors, roof deck, walls or any other part of the Premises, and shall not use or permit to be used any part of the Premises for any illegal or unlawful purpose or any dangerous, noxious or offensive trade or business, and shall not cause or permit and nuisance in at or on the Premises.
- f) The Lessee covenants to keep the Premises in a clean and orderly state consistent with the general standards applicable to buildings of a similar nature in the vicinity of the Premises.

8) Inspection and Repair on Notice

- a) The Lessor, its servants, agents and contractors shall be entitled to enter upon the Premises at anytime, without notice, for the purpose of making emergency repairs, and during normal business hours on reasonable prior written notice, for the purpose of having access to under floor ducts or to the access panels to mechanical shafts (which the Lessee agrees not to obstruct). The Lessor, its servants, agents and contractors may, at any time, and from time to time, on reasonable prior written notice, enter upon the Premises to remove any article or remedy any condition which, in the opinion of the Lessor, would likely lead to the cancellation of any policy of insurance.
- b) The Lessor will take reasonable precautions and attempt to schedule such work so as not to unreasonably interfere with the operation of the Lessee's business and to minimize interference with the Lessee's use and enjoyment of the Premises.

9) Alterations

- a) The Lessee will not make or erect in or to the Premises any installations, alterations, additions or partitions without first submitting drawings and specifications to the Lessor and obtaining the Lessor's prior written consent which the Lessor will not unreasonably withhold.

10) Indemnification

- a) The Kincardine Family Health Team shall indemnify and hold harmless the Township of Huron-Kinloss, from the date of this agreement, against all liabilities, costs, fines, suits, claims, demands or actions of any kind for which the Township of Huron-Kinloss may become liable for any reason, of any breach, violation or non-performance, or any injury, death or damage to

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property, occasioned to or suffered by any person or any property by the Township of Huron-Kinloss of any act, negligence, or default by the Kincardine Family Health Team or its employees, subcontractors, invitees or agents on the Premises, or by reason, if the occupation of the Premises including any environmental matters that arise as a result of the occupation and use of the Premise.

- b) 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 the Kincardine Family Health Team, except for matters arising from the Township of Huron-Kinloss's own negligence or misconduct.

11) Early Termination

- a) Both the Lessor and the Lessee shall each have unilateral right and option (in each of their sole discretion) to terminate this lease for any reason whatsoever upon giving notice to the other party in writing of its intentions to terminate six (6) months prior to the date upon which such termination is to take effect.
- b) In the event this lease is terminated the rent hereby reserved shall be apportioned and paid only to the date of termination and no allowance, compensation or payment shall be allowed or made to one party by the other in respect of any improvements, repairs, fixtures and/or alterations made in, to or upon the Premises.

12) General

- a) All notices that may be or are required to be given pursuant to this agreement shall be in writing and can be sent by email in addition to personal delivery, by facsimile transmission or by mail.
- b) Any notice, delivery, payment or tender of money or document to the parties hereunder may be delivered personally, by facsimile or sent by prepaid registered or certified mail or prepaid courier shall be addressed:

To the Lessor: Township of Huron-Kinloss
21 Queen St.
PO Box 130
Ripley, ON
N0G 2R0

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To the Lessee: Kincardine Family Health Team
1201 Queen Street
Lower Level
Kincardine, ON
N2Z 3C1

- c) Any such notice, delivery or payment so delivered or sent shall be deemed to have been given or made and received upon delivery of same if delivered personally or on the fifth (5) business day following the mailing, couriering or faxing of same, as the case may be.
- d) 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.
- e) Governing law is that of the province of Ontario and the laws of Canada applicable therein.
- f) No failure or delay by a party hereto 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.
- g) If any provision of this agreement is wholly or partially unenforceable for any reason, all other provision of this agreement will continue in full force and effect.

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Appendix A

List of Equipment and Furnishings Owned by the Township of Huron-Kinloss.

(To be completed when construction is finished, and the building is furnished).

Appendix B

The Premises

- Circulation
- Day Care
- Medical Centre
- Shared Space

