

THIS LEASE AGREEMENT made this day of [REDACTED] between The East Elgin Community Complex Board of Management (the "Landlord") and [REDACTED] (the "Tenant").

WHEREAS the Tenant intends to operate concession services in two (2) concession spaces within the East Elgin Community Complex (the "Complex");

AND WHEREAS one of the concession spaces is located in the Lower Lobby and the other concession space is located on the Hamilton, Ward and Cather Concourse (the "Concession Spaces");

AND WHEREAS the Landlord and the Tenant wish to enter into this Lease Agreement to set out the terms and conditions of their agreement for the leasing of the Concession Spaces;

NOW THEREFORE WITNESSETH THAT in consideration of the mutual terms, covenants and provisions herein, the parties hereto agree as follows:

1. The Landlord hereby agrees to lease to the Tenant the Concession Spaces (the "Leased Premises") for the Term specified herein. The Leased Premises may be used by the Tenant only for the sale of concession type food and beverage services and does not include any non-food products. Non-food products shall not be sold without prior written consent of the Landlord. For clarity, products such as energy drinks and tobacco products shall not be sold by the Tenant from the Leased Premises without the prior written consent of the Landlord. Food vendors other than the Tenant must be approved by the Management of the East Elgin Community Complex.
2. The Leased Premises is in a condition that has been accepted by the Tenant and the Tenant hereby acknowledges its acceptance of the Leased Premises on an "as is" condition. Unless otherwise noted in this Section 2, all additional amenities, equipment and improvements, including but not limited to signage, will be installed at the expense of the Tenant. The Leased Premises also includes the following equipment:

Lower Lobby Concession

- Woods Upright Freezer (1)
- 120 Volt 15 Amp split receptacles (6)
- 120 Volt 30 Amp receptacles for electric fryer (2)
- 120 Volt 40 Amp circuit to hardwire coffee makers (1)
- 10lb. ABC extinguisher (1)
- Commercial exhaust fan (1)
- Roll away condiment carts (1)

Hamilton, Ward and Cather Concession
Storage Room

- 120 Volt 15 Amp split receptacles (3)
- 10lb. ABC fire extinguisher (1)
- Kelvinator fridge (1)
- Pantry cupboards (2)
- Various wall shelving

Front Service Area

- Stainless steel work counter and storage
- 6L wet chemical fire extinguisher (1)
- 2 head wet chemical exhaust hood Ansui extinguisher (1)
- Ridalco stainless steel commercial exhaust hood (1)
- 120 Volt 15 Amp split receptacles (7)
- 120 Volt 20 Amp GFI receptacle (1)
- 120 Volt 40 Amp box to hardwire coffee makers (1)
- Garland 2 basket electric deep fryer (1)
- Garland Electric Grill (1)
- Roll away condiment cart (1)

The Landlord does agree to provide the following equipment:

- a. Chest Freezers
- b. Hotdog Rollers
- c. Popcorn Machines
- d. Counter top Pizza Warmer

No alterations or other work shall be completed at the Leased Premises by the Tenant without the prior written consent of the Landlord. The Tenant shall be responsible for modifying the Leased Premises, including signage, for concession needs. All improvements to the Leased Premises shall receive written approval from the Landlord before the work is undertaken. The Tenant shall have the opportunity to review the plans of the East Elgin Community Complex and comment on the configuration of all space within the Leased Premises.

3. The Tenant hereby covenants and agrees with the Landlord as follows:

- a. To use and occupy the Leased Premises solely for concession operations in accordance with the terms of this Lease Agreement;
- b. Not to do or permit to be done anything which shall be a nuisance to any other occupant or any other person visiting the East Elgin Community Complex;
- c. To comply with all laws and regulations when occupying the Leased Premises as well as any rules and regulations pertaining to the East Elgin Community Complex;
- d. Not to assign or sublet the Leased Premises or any part thereof to any third party without the prior written consent of the Landlord, which consent may be unreasonably withheld; and
- e. Not to do anything that will in any way contravene the terms, covenants and provisions of the Landlord's insurance policies.
- f. Access to the building shall only be provided during regular hours of operation which may be altered at the discretion of the landlord with notice to the tenant.
- g. Notwithstanding 3 F) the tenant may make reasonable arrangements to enter the building outside of regular operation hours as required pending the agreement of the landlord.

4. The Leased Premises shall be leased by the Tenant for a term of one (1) year and commencing as of [REDACTED] ending on [REDACTED]

5. Tenant shall pay to the Landlord \$100.00 per month & 2% percent of all sales/per month payable on the last day of each month.

Each payment shall have Tenant's daily cash registers shall accompany the monthly payments. The Tenant covenants and agrees. to provide full and accurate records of all the Tenant's sales at the Concession Spaces.

6. The leasing of the Concession Spaces under this Lease Agreement does not include the operation of vending machines. If the Tenant does agree to cater events for the halls and/or community events or events at the Complex, the revenue from these catering services shall constitute part of the 10% of food and beverage sales under Section 5 herein which shall determine the amount of rent payable under Section 5.
7. The Landlord is in an exclusive beverage supplier contract (pop/water/juice/sports drinks). The Tenant hereby agrees to sell beverage products at the Leased Premises in compliance with the Landlord's exclusive beverage supplier contract.
8. Tournament/competition events held at the East Elgin Community Complex may use different suppliers for food services. The Tenant will have first right of opportunity to become a supplier to tournament/competition types of events at the East Elgin Community Complex. This will provide the Tenant with the opportunity to negotiate the terms on which the Tenant shall become a supplier for such tournament/competition types of events. If the applicable parties cannot come to an agreement on the terms on which the Tenant shall be a supplier for such tournament/competition event, the Landlord may seek another vendor. This clause excludes hall rentals, floor rentals as well as special events held by the East Elgin Community Complex.
9. The Tenant shall set concession hours which will maximize opportunities for the Complex's users and customers. The Tenant shall provide to the Landlord a proposed schedule of operating hours for the Concession Spaces. The Landlord shall review and approve the proposed operating hours provided that the operating hours maximize service levels for the Complex's users and customers. The parties shall act reasonably in determining the operating hours for the Concession Spaces. Once established, the Tenant agrees to ensure that the Concession Spaces are opened as defined in the schedule of operating hours. Notwithstanding this Section 9, the Landlord and Tenant acknowledge that the Tenant shall operate food and beverage service from the Concession Spaces during hockey season from September 1st to May 31st. The Tenant is permitted to operate the Leased Premises during the summer months and any times outside the (required Sept 1st-May 31st) time frame.
10. The Tenant shall have the sole responsibility to conform to regulations of the Health Unit, Labour Laws, Occupational Health and Safety and all other applicable laws, by-laws and regulations relating to the Tenant's operation of the Leased Premises. The Tenant shall conform to all requirements of Public Health and any and all Federal, Provincial and Municipal laws, by-laws and regulations including but not limited to the Accessibility for Ontarians with Disabilities Act as well as the Policies and Procedures of the Complex.
11. The Landlord hereby agrees to pay the cost of the Leased Premises' maintenance including hydro, light fixtures, heat, plumbing maintenance, grease trap cleaning, exhaust system and any equipment owned by the Landlord. The Tenant shall maintain its own equipment.
12. The Tenant shall ensure that all staff are properly trained and shall ensure that they deliver a high level of positive customer services. The Tenant shall ensure concession staff are adequately trained in excellent customer service, food handling, Occupation Health and Safety and the Accessibility for Ontarians with Disabilities Act.
13. Right to Audit – the Landlord may audit all financial and records relating to this Lease Agreement, including but not limited to the Tenant's sales records. The Tenant shall at all times during the term of this Lease Agreement and for the period of five (5) years following the completion of this Lease Agreement, keep and maintain records of the work performed hereunder. This shall include proper records of sales, invoices, vouchers, timesheets and other documents that support actions taken by the Tenant. The Tenant shall at his own

expense make such records available for inspection and audit by the Landlord at all reasonable times.

14. The Tenant shall provide a certificate of compliance from the Worker's Compensation Board and shall maintain same in good standing.
15. The Tenant shall provide, and maintain during the term of this Lease Agreement, proof of general liability insurance in the amount of \$5,000,000.00 per occurrence and will include the East Elgin Community Complex, The Corporation of the Town of Aylmer and The Corporation of the Township of Malahide as additional insureds with respect to the Tenant's operations, acts and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, personal injury, broad form property damage, contractual liability, Tenant and Landlord protective products and completed operations, contingent employers liability, cross liability and severability of interest clauses.
16. The Landlord retains the right to enter the Concession Spaces at any time. This Lease Agreement does not confer exclusive or quiet possession of the Leased Premises to the Tenant.
17. The Tenant shall be provided keys from the Landlord and the Tenant must supply a list of key holders which shall be approved by the Landlord. The Tenant shall not provide keys to any person without the prior written consent of the Landlord. Any additional keys to be made will be made available by the Landlord at the expense of the Tenant.
18. The Tenant shall provide a list of equipment and combustible or hazardous material, if any, to be stored in the Concession Spaces.
19. The Landlord shall not be responsible for any equipment or product which are stored on the Leased Premises by the Tenant. Further, the Landlord shall not be obliged to accept deliveries on behalf of the Tenant.
20. The Tenant shall be solely responsible for all persons associated with the Tenant in the operations of the Concession Spaces and any damages or actions that may occur.
21. The Leased Premises and equipment used by the Tenant shall be maintained to a high level. Subject to Section 11 herein, the Tenant shall be responsible for the cleaning and maintaining of the Leased Premises. At the end of all shifts, all garbage shall be removed from the Concession Spaces by the Tenant and handled in accordance with the policies of the Complex.
22. In the event that the Tenant fails to pay any rent, or any other amounts as agreed in this Lease, the Landlord shall have all remedies available to it under the Commercial Tenancies Act (including without limitation termination of the Lease, distress, taking possession of the Leased Premises and re-letting the Leased Premises as the Tenant's agent and any other remedies available under the Commercial Tenancies Act).
23. The Tenant hereby agrees to indemnify and save harmless the Landlord against any liability, costs, claims, demands and expenses, including reasonable legal fees, which the Landlord may incur, occasioned wholly or in part by the acts or omissions of the Tenant, its agents, officers, employees or other persons for whom the Tenant may be responsible.

24. If the Tenant fails to comply with any term, covenant or provision of this Lease Agreement, the Landlord shall provide the Tenant with written notice of non-compliance and such notice shall set out the nature of the breach and the steps required to remedy the breach. If the Tenant does not remedy the breach within 15 days, the Landlord shall have the right to terminate this Lease Agreement by providing the Tenant with 30 days' notice of termination.
25. At any time during the term herein, if requested by the Landlord, the Tenant shall provide within 10 days the following items:
 - a. Insurance Certificate;
 - b. Letter of good standing from WSIB;
 - c. MSDSs for any chemicals to be used by the Tenant at the Complex;
 - d. A list of all hazardous and/or flammable materials used with information on how those materials are stored with such storage to comply with all regulatory requirements; and
 - e. A list of personal protective equipment used by the Tenant in connection with this Lease Agreement.
26. In the event that there is a dispute between the Landlord and the Tenant with respect to this Lease Agreement, the decisions of the Administering Chief Administrative Officer of the Complex shall be final and binding on the parties.

BALANCE OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF the parties hereto have executed this Lease.

SIGNED SEALED AND DELIVERED
in the presence of

The Corporation of the Town of Aylmer

)
)
)
)
)
)
)

[Redacted Signature]

[Redacted] Managing CAO of the East Elgin
Community Complex
I have the authority to bind the Corporation.

[Redacted Signature]

Name:
I have authority to bind the Corporation.

[Redacted Signature]

Witness:

[Redacted Signature]

[Redacted Signature]

Name:
I have authority to bind the Corporation.