

CORPORATION OF THE VILLAGE OF MERRICKVILLE - WOLFORD

BY-LAW NO. 23 – 16

BEING a By-Law to authorize the execution of an agreement between the Corporation of the Village of Merrickville - Wolford hereinafter called "The Municipality" **AND** Theatre Night in Merrickville hereinafter called "TNIM"

WHEREAS section 9(3) of the New Municipal Act, 2001, as amended, does authorize that the council of a local municipality may pass by-laws as part of its general municipal powers

WHEREAS the Council of the Corporation of the Village of Merrickville - Wolford does deem it expedient to enter into an agreement with TNIM in order to provide space to TNIM at the Merrickville Memorial Community Centre

AND WHEREAS the Council of the Corporation of the Village of Merrickville – Wolford and TNIM have negotiated an agreement

NOW THEREFOR the Council of the Corporation of the Village of Merrickville - Wolford does enact as follows that:

- 1) the Mayor and the Clerk and/or their designates on behalf of the Corporation of the Village of Merrickville - Wolford are hereby authorized to sign and execute the agreement – attached as Schedule 'A' – with TNIM.

READ a first and second time this 12th day of September, 2016

READ a third and final time and passed this 12th day of September, 2016



David Nash
MAYOR


Arie Hoogenboezem
CLERK



Schedule "A"

By-Law 23 - 16

Lease agreement

This lease agreement made in duplicate this 12th day of September 2016 between:

The Corporation of the Village of Merrickville-Wolford Herein called the "Landlord"
Of the First Part

And

Theatre Night in Merrickville (TNIM) hereinafter called the "Tenant"
Of the Second Part

WHEREAS the Landlord does own the Merrickville Memorial Community Centre (hereinafter the "Centre"), situated at 106 Read Street

AND WHEREAS the Landlord does wish enter into a 10-year lease-agreement with TNIM for the non-exclusive second floor space and for the exclusive use of a proposed sound booth space

AND WHEREAS the TNIM does wish to enter into such a lease-agreement with the Landlord

NOW THEREFOR the party of the First Part and the party of the Second Part mutually covenant and agree to the description, covenants, terms and conditions as follows:

1. The Landlord shall:

- a) Provide one space in the form of the 2nd floor of the Centre. Said area is not for the exclusive use of the Tenant. This space will include new storage space, as per designs presented to council, which will be for the exclusive use of the Tenant.
- b) Provide one space in the form of a new sound booth in the Main Hall of the Centre. Said booth is for the exclusive use of the Tenant.
- c) Install the lock to the two spaces, and provide two keys for each space to the Tenant.
- d) Keep the building and premises in a good state of repair, sufficiently maintained including garbage, grass cutting, and snow removal from the parking area.

- e) Provide for cleaning (except sound booth), heating, electricity and air conditioning.
- f) Allow the furniture currently in the leased 2nd floor meeting room to remain, or to remove or allow it to be removed at the request of TNIM and subject to the ownership of the furniture by any other group.
- g) Permit the Tenant to supply any furniture, appliances and/or equipment needed for its purposes, and agree that the Tenant shall retain ownership of any such items.
- h) Provide its own general insurance of the building, including the lease area for any person permitted to use the area who is not a member of TNIM or actively engaged in a TNIM approved activity.
- i) Not assume or provide any responsibility whatsoever for accidents, thefts, or any form of liability either corporately or severally during TNIM activities. The Landlord will assume its normal responsibility for accidents, thefts or any form of liability either corporately or severally when the space is used for non TNIM activities.

2. The Tenant shall:

- a) By this agreement acknowledge that any and all previous agreements for the 2nd floor space inside the Centre either written or verbal are, from the date of this agreement, null and void.
- b) If successful in seeking an Ontario 150 Community Capital Grant, proceed with renovation of the leased spaces, including the construction of a 'sound booth' as presented to the Landlord at a special meeting of Council on August 8 2016
- c) Obtain any permits required with respect to the proposed renovations.
- d) Acknowledge that: the premises are granted in an "as is" condition; and, the Tenant was given an opportunity to inspect the lease area, and hereby acknowledges that it is suitable for its purpose.
- e) Maintain the leased premises in an orderly fashion, and will indemnify and hold harmless the Landlord for any losses of TNIM property kept in the leased spaces.

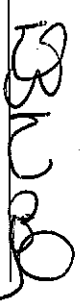
- f) Use the leased spaces for TNIM purposes only and for no other purpose without the prior consent of the Landlord.
 - g) Supply any furniture, appliances and/or equipment needed for its purposes, and shall retain ownership of any such equipment.
 - h) Obtain approval from the Landlord before any major alterations to the premises following completion of the renovations undertaken as part of the Ontario 150 Community Capital grant shall occur.
 - i) Permit the Landlord to enter the premises at any reasonable time for the purpose of inspecting the premises and making necessary repairs to the premises.
 - j) Not hinder other renters making use of the Centre or other adjacent facilities.
 - k) Publicly acknowledge in their programme that the Landlord is a supporter of TNIM.
 - l) Be liable for and save harmless the Landlord from and against all claims, demands, causes of action, losses, damages expenses and costs whatsoever, for any injury, loss or damage to any person or property arising out of or resulting directly or indirectly from the use of the leased area for any TNIM or TNIM approved activity.
 - m) Provide and maintain its own contents insurance and liability insurance at its expense.
3. Both parties further agreed that:
- a) This agreement shall run for a term of 10 years, commencing January 1, 2017 and ending on December 31, 2027.
 - b) This agreement shall automatically be renewed from year to year following 2027 with the same terms and conditions unless and until either party gives the other forty-five (45) days notice in writing to terminated or renegotiate this agreement.
 - c) The Tenant shall pay one dollar (\$1.00 per year) for each year of the lease, receipt by the Landlord is hereby acknowledged. To be reconsidered by both parties upon the

next lease agreement renewal. This amount is in acknowledgment of both the value that TNIM provides to the community of Merrickville-Wolford, and to the significant contribution TNIM is making to upgrading the rental spaces.

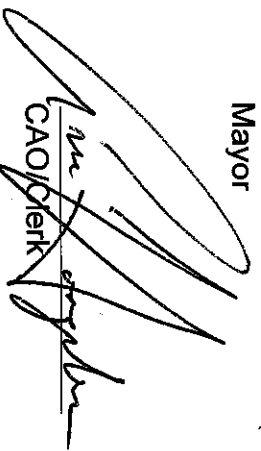
d) The parties to this agreement shall not assign or sublet the whole or any part of the leased space (excluding sound booth) without the consent of the other party, such consent not to be unreasonably refused. The Tenant shall permit the use of the space (excluding sound booth) by any public group at a time that does not conflict with their scheduled use, and the Landlord shall confirm a schedule of alternate use with the Tenant before allowing others to use the space (excluding sound booth).

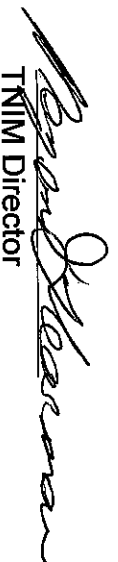
e) Subject to negotiations regarding specific terms, the Tenant may lease or allow the use of the sound booth with the supervision of a lighting/sound technician authorized by the Tenant.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS LEASE FOR
TENANCY, SIGNED, SEALED AND DELIVERED THIS 12 DAY OF ~~September~~ September 2016


Mayor


TNIM President


CAO/Clerk


TNIM Director