



## FACILITY LEASE AGREEMENT

**LEASE AGREEMENT** effective this 27<sup>th</sup> day of May, 2024.

**BETWEEN:**

**The Corporation of the Municipality of Thames Centre,**  
Hereinafter called the **LANDLORD,**  
of the **FIRST PART**

**and**

**Victorian Order of Nurses Canada – Ontario Branch-VON Middlesex-Elgin,**  
Hereinafter called the **TENANT,**  
of the **SECOND PART**

**WITNESSETH** that in consideration of the rents reserved and the covenants and agreements herein contained on the part of the tenant, the landlord hereby leases to the tenant the premises located at 2066 Dorchester Road, Dorchester, Ontario. The said premises being approximately 5,815 square feet in area (as shown in Appendix "A").

- i) The use in common with other persons entitled thereto of the parking spaces located in front of the two north entrances to the FlightExec Centre (one entrance to the Lions Creative Living Centre and the other entrance to the space leased to VON and to the CANUSA ice pad);

for a term of the remainder of 2024, effective July 1, 2024, at a rate payable monthly in advance in instalments of one thousand six hundred and fifty two dollars and eighty one cents (\$1,652.81) plus HST, the first of such instalments to be paid on or before July 1, 2024.

The rental payment rates will be reviewed and adjusted on January 1<sup>st</sup> of each year. The tenant will be offered the first right of refusal upon renewal.

### **1. Tenant's Covenants**

The tenant hereby covenants with the landlord as follows:

- a) To pay the rent hereby reserved in the manner and on the days specified herein;

- b) To maintain a constant temperature within the said leased premises of not less than 15 degrees Celsius in order to ensure that the water lines, etc. do not freeze and cause damage to the said premises;
- c) Not to use the said leased premises or permit them to be used for any purpose which may render the insurance on the building void or voidable or which might cause the premiums of such insurance to be increased;
- d) To exhibit its name in form and character only as approved by the landlord;
- e) Not to part with possession of the said leased premises or any part thereof without the prior consent of the landlord;
- f) Not to permit outside storage of materials or trailers, of any kind, on the site;
- g) Not to make any alterations or additions to the said leased premises without the prior consent of the landlord, and to keep the said leased premises and the windows and the fixtures and fittings therein in good repair reasonable wear and tear only excepted and to deliver them up in such condition on termination of the lease. This covenant to maintain does not extend to the outer walls or roof of the building which shall be the landlord's sole responsibility to maintain but the tenant shall pay to the landlord the cost of repairs to the outer walls and roof occasioned by the use of the leased premises by the tenant or those for whom he is responsible;
- h) To permit the landlord and his agents at all reasonable times to enter and view the state of repair of the said leased premises and promptly to repair and maintain them in accordance with any notice so to do given by the landlord or his agents;
- i) To indemnify and hold harmless the landlord, its elected representatives, officers, employees, agents, contractors and sub-contractors from and against any and all claims of any nature, liabilities, regulatory enforcement, fines, demands, loss, costs (including all legal and consultants costs), actions, applications, administrative proceedings, suits, interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction or harm of tangible property, including loss of revenue or incurred expense relating from the disruption of service arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Tenant, or its directors officers, agents, servants, employees, customers, invitees, licensees, contractors and subcontractors, or any of them, in connection with out in any way relating to the delivery or performance or provision or use of the services under this Agreement. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Tenant in accordance with this Agreement and shall survive the termination of this Agreement;

- j) To provide commercial general liability with a limit of not less than \$5,000,000.00 (FIVE MILLION DOLLARS) and tenants legal liability adequate to the space being occupied. Such insurance shall be issued by an insurer acceptable to the landlord, shall include non-owned auto coverage, a cross liability clause and shall name the landlord as an additional insured. Such policy shall be evidenced by a certificate of insurance and shall be provided on an annual basis to the landlord or immediately upon request.
- k) To provide professional liability with a limit of not less than \$5,000,000.00 (FIVE MILLION DOLLARS). Such insurance shall be issued by an insurer acceptable to the landlord. Such policy shall be evidenced by a certificate of insurance and shall be provided on an annual basis to the landlord or immediately upon request.
- l) To insure their own contents, stock, equipment and tenants improvements on a replacement cost basis;
- m) To keep the contents of the said leased premises insured against loss or damage by fire, etc.; and
- n) Not to permit the use of any portable signage, of any kind, on the site without the express written permission of the landlord.

## **2. Landlord's Covenants**

The landlord hereby covenants with the tenant as follows:

- a) To permit the tenant so long as he pays the rent reserved herein and complies with his covenants, to use the said leased premises without interference from the landlord or those claiming under or in trust for him;
- b) To pay when due all utility bills (ie. water, heat, and hydro), charges for telephone service, and any other expenses connected with the use of the said leased premises;
- c) To remove snow and/or ice from the parking lot area, sidewalks and steps;
- d) To maintain the outer walls and roof of the building in proper structural repair; and
- e) To keep the building and the said leased premises insured against loss or damage by fire.

## **3. Provisions**

Provided always and it is hereby agreed as follows:

- a) The landlord may re-enter the said leased premises:

- i. If any instalment of rent or any part thereof is in arrears for fifteen days whether formally demanded or not;
  - ii. If the tenant shall be adjudicated bankrupt or judged to be insolvent, or if a receiver or trustee of the tenants property be appointed or if the tenant shall file a petition in bankruptcy or insolvency, or if an execution or attachment shall be issued against the tenant or any of the tenant's property whereby the said leased premises or any part thereof may be taken or occupied by someone other than the tenant; and
  - iii. If the tenant shall breach any of his covenants herein, then and in any of the cases, the then current month's rent together with the rent for the two months next ensuing shall immediately become due and payable, and at the option of the landlord the term shall become forfeited and void, provided, however, that the forfeiture shall be wholly without prejudice to the right of the landlord to recover arrears of rents or damages for any antecedent default by the tenant of its covenants, obligations or agreements under this lease or any term or condition of this lease and provided further that notwithstanding any forfeiture the landlord may subsequently recover from the tenant damages for loss of rent suffered by reason of this lease having been prematurely determined;
- b) If either the Tenant(s) or the Landlord wishes to terminate the tenancy at the end of the term created by this lease or any extension or renewal thereof, then either party will give notice to that effect in writing not less than 60 days prior to the expiration of the lease. A monthly tenancy may be terminated by either party giving 60 days written notice thereof, to be effective on the last day of a month of tenancy.
- c) Unless prior to the expiration of the lease, or any renewal or extension thereof, a new lease has been entered into or where proper notice has not been given by either party, the Tenant(s) shall be deemed to have renewed the tenancy as a monthly tenancy upon the same terms and conditions as are provided in the expired lease providing that nothing herein shall prevent the parties agreeing to any other terms for said monthly tenancy.
- d) Notwithstanding paragraph (c) above, the rental rate may be increased respecting such monthly tenancy on proper notice of the increase being given.

- e) If either party has given proper notice to terminate the tenancy, the Landlord has the right to show the premises to prospective tenants at reasonable hours after delivery of the notice without further notice of intent to enter by the Landlord or his Agent.
- f) Save for negligent acts or omissions by the Landlord, the Landlord shall not be liable for personal injury or loss of property however caused or consequential damage suffered by the Tenant(s) or his invitees within or about the premises or upon adjacent areas.

IN WITNESS WHEREOF the Parties hereto have hereunto set their hands and seals on the day and year first above written.

**Victorian Order of Nurses Canada – Ontario  
Branch-VON Middlesex-Elgin**

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Jill Smith  
Manager, Home and Community Care,  
Community Supports Services

*We/I have authority to bind the Corporation.*

**Municipality of Thames Centre**

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Sharron McMillan  
Mayor

\_\_\_\_\_  
Jana Nethercott  
Director of Legislative Services/Clerk

*We/I have authority to bind the Corporation.*

APPENDIX "A" – Floor Plan

