



**MOOSE JAW & DISTRICT CHAMBER OF COMMERCE
LEASE AGREEMENT**

BETWEEN:

THE CITY OF MOOSE JAW, a municipal corporation in the Province of Saskatchewan (Hereinafter called "the City")

- and -

MOOSE JAW & DISTRICT CHAMBER OF COMMERCE, a registered non-profit corporation in the Province of Saskatchewan. (Hereinafter called "The Chamber")

WHEREAS the City is the owner of land and described in Schedule "A" to this Agreement;

AND WHEREAS the City acknowledges that the building located on the land is property of the Chamber;

AND WHEREAS in consideration of the rents reserved and the covenants and agreements herein on the part of the Chamber, the City leases to the Chamber the land as described in Schedule 'A';

NOW, THEREFORE, THIS AGREEMENT WITNESSETH THAT in consideration of and subject to the terms, conditions, covenants, and provisos hereinafter contained the parties hereto mutually agree as follows:

1. DEFINITIONS

- a) "**Lands**" means the lands as per Schedule "A" attached to this Agreement.
- b) "**Building**" means the building located at 88 Saskatchewan Street East.
- c) "**Director**" means the Director of the Parks and Recreation Department for the City or designate.

2. TERM

- a) The term of this Agreement shall be for a period of twenty (20) years commencing June 1, 2020 and expiring May 31, 2040, subject to earlier termination pursuant to this Agreement ("Term").

- b) Either party may terminate this Agreement by providing the other party with one (1) year written notice of intention to terminate.

3. CHAMBER'S COVENANTS

- a) **Rent:** to pay the rent in the amount of one (1) dollar each year, inclusive of GST, for the entirety of the twenty (20) year term, with such amount payable on or before the commencement date of the Term of the Agreement, being June 1, 2020.;
- b) **Utilities:** to pay all charges for utilities provided to the Lands including, but not limited to, gas, electricity and water;
- c) **Maintenance and Repairs:** to retain the Building on the Land throughout the Term and to keep the Lands in a good state of repair, neat and tidy conditions and free of weeds;
- d) **Property Insurance:** to insure the Building to the extent of its insurable value, to do nothing nor suffer anything that may cause the policy of insurance may be void or invalid, to pay all premiums and sums of money for such purposes when due, and to maintain such insurance coverage in respect to contents, burglary and robbery coverage as it may consider necessary;
- e) **Entry by City:** to permit the City its servants or agents to enter upon the Lands at any time and from time to time for the purpose of inspecting the Lands. The City shall provide twenty-four (24) hours' written notice prior to intended entry, unless the City must enter due to an emergency in which case no notice shall be required for entry. The Chamber is not entitled to compensation for any inconvenience, nuisance or discomfort occasioned by any such entry;
- f) **Assigning or subletting:** not to assign, sublet or part with possession of any part of the Lands without written consent of the City;
- g) **Use of Lands:**
 - i) Not to use the Lands except for the purpose of a "general office" as permitted in the C.2 High Density Commercial District provided for by City of Moose Jaw Zoning Bylaw No. 5346 and not to carry on or permit to be carried on therein any other trade of business;
 - ii) Not to do or omit, or permit to be done or omitted, upon the Lands anything which causes the rate of insurance upon the Building to be increased; and
 - iii) If any insurance policy upon the Building is cancelled by the insurer as a result of the use or occupation of the Lands by the Chamber, or by any assignee or subtenant of the Chamber, or by anyone permitted by the Chamber to be upon the Lands, the City may at its option terminate this Agreement forthwith by leaving upon the Lands notice in writing of its intention to terminate and thereupon rent and any other payments for which the Chamber is liable under

this Agreement shall be apportioned and paid in full to the date of the termination and the Chamber shall immediately deliver up possession of the Lands to the City and the City may re-enter and take possession of them.

- h) **Observance of Law:** in its use and occupation of the Lands, not to violate any law or ordinance or any order, rule, regulation or requirement of any Federal, Provincial or Municipal Government and any department, commission, board or officer thereof;
- i) **Waste and nuisance:** not to do or suffer any waste or damage, disfiguration or injury to the Lands or the fixtures and equipment thereof, nor permit nor suffer any overloading of the floors, nor use nor permit the use of any part of the Lands for any dangerous, noxious or offensive trade or business, and not to cause nor maintain any nuisance in, at or on the Lands;
- j) **Indemnity:** to indemnify and save harmless the City its officials and employees against all from all claims or demands for or in respect of any and all liabilities, claims, losses, costs, including solicitor-client and party-and-party costs (whether the City is represented by a solicitor employed by the City or otherwise), actions or damages for personal injury, bodily injury, death or property damages arising out of by any person, firm, or corporation arising from the conduct of work by or through any act of negligence of the Chamber or any assignee, subtenant, agent, contractor, servant, employee or licensee of the Chamber, and against all costs, counsel fees, expenses and liabilities incurred in any claim, action or proceeding brought thereon, including but not limited to:
 - i) Any action taken or things done or maintained by virtue hereof, the failure of the Chamber to properly carry out its obligations hereunder, or the exercise in any manner of rights arising hereunder, except claims for damages directly attributable to the gross negligence or willful act of the City or any of its officers or employees who are acting within the scope of their appointment or employment;
 - ii) Any damage that the Chamber or any of its members, agents, volunteers, participants or personnel may sustain at the Lands including, but not to limit the generality of the foregoing, a claim by a spectator, invitee or licensee of the Chamber in any manner associated with the use of the Lands;
 - iii) Any vandalism, theft of or damage to the Lands or property stored therein or any other property of the Chamber whatsoever occurring at the Lands; and

All provisions of this Agreement pertaining to indemnification of the City by the Chamber regarding an incident arising during the term of this Agreement shall survive termination of this Agreement.

- k) **Liability Insurance:** to maintain a general public liability insurance policy applying to all operations of the Chamber which are to be carried out under this Agreement. Such policy shall include coverage in respect of bodily injury and property damage liability and shall be written on a comprehensive basis with limits

of not less than Five Million Dollars (\$5,000,000.00) per occurrence. The City of Moose Jaw shall be listed as an additional insured party and a thirty (30) day notice of cancellation shall be incorporated into the insurance coverage. The Chamber shall also be required to deliver to the City a certificate of insurance provided to the City as proof of compliance on or before the commencement of the Term of this Agreement and annually upon the request of the City. If the Chamber fails to secure or to maintain policies of insurance required by this section, or fails to prove the existence of such policies, the City may purchase the required insurance coverage on behalf of, and at the expense of, the Chamber.

- l) **Exhibiting Lands:** to permit the City or its agents to exhibit the Lands to prospective tenants during normal business hours of the last six (6) months of the Term;
- m) **Alterations:** not to make or erect on or to the Lands any installation, alteration, addition, or partition without submitting plans and specifications to the City and obtaining the City's prior written consent;
- n) **Builders' Liens:** if any builders' lien is registered against the Lands as a result of work done and material supplied thereto, to obtain and register a discharge of the lien within ten days thereafter. If the Chamber fails to do so, the City may pay into court the amount required to obtain a discharge in the name of the Chamber, and the amount paid, together with all disbursements and costs of the proceedings on a solicitor-client basis, shall become immediately repayable by the Chamber to the City and may be collected as rent in arrears.
- o) **Signs:** not to install, display or affix any sign or advertisement on the Lands without the City's prior written consent, which will not be unreasonably withheld.

4. CITY'S COVENANTS

The City covenants to allow the Chamber quiet enjoyment of the Lands so long as the Chamber pays the rent and complies with covenants and agreements herein.

5. PROVISIONS

- a) **Ownership of Building:** the building located on the Land is the Chamber's property and, on termination of this Agreement, the Chamber shall remove the Building at its own cost and expense. Alternatively, the City shall be entitled to purchase the Building for fair market value as determined by a qualified appraiser and as agreed to by the City and the Chamber.
- b) **Damage to property:** The City is not liable nor responsible in any way for any loss of or damage or injury to any property belonging to the Chamber or to its employees or to any other person while the property is on the Lands unless the loss, damage or injury is caused by the gross negligence of the City or of its employees, servants or agents. The City is not liable for damage to the Chamber's property caused by steam, water, rain or snow which may leak into, issue of flow from any part of the building or from any other place or quarter nor for any damage caused

by or attributable to the condition or arrangement of any electric or other wiring nor for any damage caused by anything done or omitted by any other Chamber.

- c) **Impossibility of Performance:** It is agreed that whenever the City is unable to fulfil, or is delayed or restricted in fulfilling, any obligation hereunder for the supply or provision of any service or utility or the doing of any work or the making of any repairs because it is unable to obtain the material, goods, equipment, service, utility or labour required to enable it to fulfill the obligation or by reason of any statute, law or order-in-council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administrator, controller on the board, or of any government department or officer or other authority, or by reason of any other cause beyond its control, the City is relieved from fulfilment of the obligation and the Chamber is not entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned.
- d) **Default of Chamber:** If the rent is not paid when due, whether lawfully demanded or not, in the case of breach or non-observance or non-performance of any of the covenants or agreements or rules or regulations herein contained or referred to on the part of the Chamber to be observed and performed, or in the case the Lands are vacated or remain unoccupied or in case the term is taken in execution or attachment for any cause, then the City is entitled to enter upon the Lands or any part thereof in the name of the whole and to repossess and enjoy the Lands as of its former estate; provided that in the event of breach or non-observance or non-performance of any of the covenants or agreements or rules or regulations herein contained, the City shall provide the Chamber with written notice describing the breach or non-observance or non-performance and the Chamber shall have ten (10) days to remedy the breach or non-observance or non-performance to the satisfaction of the City.
- e) **Bankruptcy of Chamber:** In case, without the written consent of the City, the Lands remain vacant or not used for a period of fifteen (15) days or are used by a person other than the Chamber or for any other purpose than that for which they were let or in case the Term or any of the goods and chattels of the Chamber are seized in execution or attachment by a creditor of the Chamber or if the Chamber makes any assignment for the benefit of creditors or any bulk sale or becomes bankrupt or insolvent or takes the benefit of any act now or hereafter in force for bankrupt or insolvent debtors or if an order is made for the winding-up of the Chamber, then this Agreement shall, at the option of the City, cease and the Term shall immediately be forfeited and the City may re-enter and take possession of the Lands as though the Chamber or other occupant of the Lands was holding over after the expiration of the Term.
- f) **Distress:** The Chamber waives the benefit of any present or future statute taking away or limiting the City's right of distress, and agrees that none of the goods and chattels of the Chamber on the Lands at any time during the Term is exempt from levy by distress for rent in arrears;
- g) **Right of re-entry:** On the City's becoming entitled to re-enter the Lands under any of these provisions of this Agreement, the City, in addition to all other rights, may

do so as the agent of the Chamber, using force if necessary, without being liable for prosecution therefor, and may relet the Lands as agent of the Chamber, and receive the rent therefor, and as agent of the Chamber may take possession of furniture or other property on the Lands and sell it at a public or private sale without notice and apply the proceeds of the sale and rent derived from reletting the Lands upon account of the rent under this lease, and the Chamber is liable to the City for any deficiency.

- h) **Right of termination:** On the City's becoming entitled to re-enter the Lands under any provisions of this Agreement, the City, in addition to all other rights, has the right to terminate this Agreement forthwith by leaving upon the Lands notice in writing of its intention to terminate, and thereupon rent and any other payments for which the Chamber is liable under this Agreement shall be computed, apportioned and paid in full to the date of such termination, and the Chamber shall immediately deliver up possession of the Lands to the City, and the City may re-enter and take possession of the Lands.
- i) **Non-waiver:** Any condoning, excusing or overlooking by the City of any default, by breach or non-observance by the Chamber of any covenant, provision or condition herein contained does not operate as a waiver of the City's rights hereunder in respect of subsequent defaults, breaches or non-observances and does not default or affect in any way the rights of the City herein respect of any subsequent defaults or breaches.
- j) **Overholding:** If the Chamber continues to occupy the Lands after the expiration of this Agreement with or without the consent of the City, and without any further written agreement, the Chamber shall be a monthly tenant at the same rent and on the terms and conditions herein set out except as to length of tenancy.
- k) **Notice:** Any notice required by this Agreement is deemed sufficiently given if contained in writing enclosed in a sealed envelope and mailed by registered mail to the following addresses:

City Address:
The City of Moose Jaw
228 Main Street North
Moose Jaw, SK, S6H 3J8

The Chamber Address:
88 Saskatchewan Street East
Moose Jaw, SK S6H 0V3

Any notice mailed by registered mail shall be deemed to have been received five (5) days after the mailing thereof.

6. HEADINGS

The headings in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this lease nor of any provisions hereof.

7. EFFECT OF LEASE

This Agreement shall ensure to the benefits of and be binding upon heirs, executors, administrators, successors and assigns of the parties, and where the singular or neuter is used in this Agreement, the same shall be construed as plural, feminine or masculine where the context so requires.

IN WITNESS WHEREOF the **City of Moose Jaw** has executed this Agreement as attested to by the signatures(s) of its proper signing officer(s) this ____ day of _____, 2020.

THE MUNICIPAL CORPORATION OF THE CITY OF MOOSE JAW

MAYOR

CITY CLERK

IN WITNESS WHEREOF the **Moose Jaw Chamber of Commerce.** has executed this Agreement as attested to by the signatures(s) of its proper signing officer(s) this ____ day of _____, 2020.

MOOSE JAW CHAMBER OF COMMERCE.

Per: _____

Per: _____

AFFIDAVIT OF WITNESS

I, _____ of _____ Saskatchewan,

MAKE OATH AND SAY THAT:

1. I was personally present and did see _____, the person named in the within document, who is personally known by me, duly sign the document.
2. The document was executed at Moose Jaw, Saskatchewan on _____, 20____, and that I am the subscribing witness thereto.
3. I know _____ and he/she is in my belief eighteen (18) years old or more.

SWORN BEFORE ME at the City of _____)
Moose Jaw, Saskatchewan, on _____)
_____, 20____.)
)
)
)
)
)
_____)

A COMMISSIONER FOR OATHS
For Saskatchewan
Being a Solicitor, OR
My commission expires: _____

SCHEDULE "A"

LANDS

Land Locations

Blk/Par H Plan 91MJ09136 Ext 0

Portion of Blk/Par J Plan 91MJ09136 Ext 0

Map

