

This agreement made this 24 day of March 2025.

**Between:**

**The Corporation of The Town of Saugeen Shores**  
(Hereinafter called the Landlord)

**And**

**Saugeen Shores Chamber of Commerce**  
(Hereinafter called the Tenant)

**In Consideration** of the rents, covenants and obligations stipulated herein the Landlord and the Tenant have agreed to enter into a lease agreement for the Premises known as the 1600+/- square feet at the location at 559 Goderich Street, Port Elgin, and more particularly described in as Plan 78, Block 16, Lot 1; and

**Whereas** the said lands and Premises hereinafter described are leased from and are under the control of the Landlord; and

**Whereas** the said lands and Premises are not required by the Landlord for any other purpose, and the Landlord has agreed to lease the same for use by the Tenant subject to the terms and conditions hereinafter set out.

**Now Therefore** this agreement witnesses that in consideration of the mutual covenants and agreements hereinafter set out, the parties hereto agree to as follows:

**1. Grant of Lease:**

- 1) The Landlord leases the Premises to the Tenant:
  - a) for the term set forth in Section 2 and
  - b) at the rent set forth in Section 3
  - c) subject to the conditions and in accordance with the covenants, obligations, and agreements herein.
- 2) The Landlord covenants that they have the right to grant the leasehold interest in the Premises free from encumbrances except as disclosed on title.

**2. Term and Possession:**

- 1) The Landlord and Tenant agree it is their mutual intention the term of this agreement will be for two (2) years and shall commence on the 1st day of April 2025 and shall terminate on the 31st day of March 2027.
- 2) The Landlord and Tenant agree it is their mutual intention the term may be reviewed prior to the expiration and upon mutual consent, the term of the lease may be extended for a period not to exceed one year.

**3. Rent:**

- 1) Rent means the amounts payable by the Tenant to the Landlord pursuant to this section.

- 2) The Tenant shall pay an annual fee to the Landlord in the following amount, monthly, due on the 1st day of each month:  
The sum of \$12,092.19 (\$10,701.05 plus HST) payable monthly in advance in equal installments of \$1007.68 (\$891.75 plus HST) on the first day of each and every month, commencing on the first day of the Term. This amount includes utility costs including but not limited to electricity, heat, air conditioning and water on the leased space. This amount includes the property taxes on the leased space. An annual Economic Adjustment increase will apply.
- 3) All rents in arrears and all sums paid by the Landlord for expenses incurred which should have been paid by the Tenant shall bear interest from the due date at a rate of per annum equal to the prime commercial lending rate of the Landlord's bank plus two (2) percent.

#### **4. Additional Fees:**

- 1) The Landlord and Tenant agree that it is their mutual intention the Tenant shall be responsible for all telephone and internet charges and interior maintenance to the leased space.

#### **5. Terms of Payment:**

Annual lease fees may be paid at the Town of Saugeen Shores municipal office by cash, cheque, debit or credit card (Visa or MasterCard), or Electronic Fund Transfer (**ETF**).

#### **6. Access:**

The Landlord and Tenant agree that the Landlord shall have access to the Premises upon giving the Tenant reasonable notice.

#### **7. Use:**

- 1) The Premises shall not be used or utilized for any purpose other than offices or such related use as may be approved by the Landlord as outlined in this agreement.
- 2) The Tenant shall not do or permit to be done at the Premises anything, which may:
  - (a) Constitute a nuisance;
  - (b) Cause damage to the Premises;
  - (c) Cause injury or annoyance to occupants of neighbouring Premises;
  - (d) Make void or voidable any insurance upon the Premises;
  - (e) Constitute a breach of any by-law, statute, order or regulation of any municipal, provincial or other competent jurisdiction relating to the Premises.

#### **8. Repair and Maintenance:**

- 1) The Tenant covenants that during the term of this lease and any renewal thereof, the Tenant shall keep the Premises in good condition including all alterations and additions made. However, the Tenant shall not be liable to effect repairs attributable to reasonable wear and tear, or to damage caused by fire, lightning or storm. This applies to the Tenant's leased portion.
- 2) The Landlord shall be responsible for the following at the Landlord's expense:

- a) The exterior maintenance of the building, including but not limited to the removal of snow from the sidewalk and parking area;
  - b) water heater rental;
  - c) service & maintenance of furnace and associated equipment;
  - d) service & maintenance of fire detection, alarm and fire suppression devices;
  - e) electrical service up to and including the distribution panels;
  - f) exterior building maintenance of features such as windows, siding, roofing, walkways, pavement, and trees
- 3) Upon the expiry of the term of this lease the Tenant agrees to surrender the Premises, including any alterations or additions made thereto, to the Landlord in a state of good repair, reasonable wear and tear and damage by fire, lightning and storm only excepted.
- 4) The Tenant shall immediately give written notice to the Landlord of any substantial damage that occurs to the Premises from any cause.

## **9. Alterations and Additions:**

- 1) The Tenant shall be responsible for all renovations required to bring the Premises to their office layout requirements.
- 2) If the Tenant, during the Term of this Agreement or any renewal thereof, desires to make any alterations or additions to the Leased Premises, including but not limited to; erecting partitions, attaching equipment, and installing necessary furnishings or additional equipment, the Tenant must first submit to the Landlord, in writing, their proposed alterations or additions. The Tenant shall not proceed to make any alteration or addition without the written approval of the Landlord. The Landlord shall not unreasonably or arbitrarily withhold this approval.
- 3) Items included in the proposed alterations or additions, which are regarded by the Tenant as Trade Fixtures, shall be designated as such in the proposed alterations or additions.
- 4) No sign, advertisement or notice shall be inscribed, painted or affixed by the Tenant, or any other person on the Tenant's behalf, on any part of the inside or outside of the building in which the Premises are located unless the Landlord has approved the sign advertisement or notice in every respect.
- 5) All alterations and additions to the Premises made by or on behalf of the Tenant, other than the Tenant's Trade Fixtures, shall immediately become the property of the Landlord without compensation to the Tenant.
- 6) If the Tenant has complied with the obligations according to the provisions of this lease, the Tenant may remove the Trade Fixtures at the end of the term or other termination of this lease and the Tenant covenants that they will make good and repair or replace as necessary any damage caused to the Premises by the removal of the Tenant's Trade Fixtures.
- 7) The Tenant shall adhere to the Landlord's Purchasing and Procurement Policy when undertaking work on municipal property. The Tenant shall ensure that contractors are listed on the Landlord's SSHS-Form 1 Approved Contract and Service Providers List. Any and all alterations and additions to the Premises made by the Tenant must comply with all

applicable building code standards and by-laws of the municipality.

**10. Transfer of Lease:**

- 1) The Tenant shall not assign this lease or sublet the whole or any part of the Premises, save and except to the Ministry of Transportation, unless the Tenant first obtains the consent of the Landlord in writing.
- 2) Any consent granted by the Landlord shall be conditional upon the assignee, sublessee or occupant executing a written agreement directly with the Landlord agreeing to be bound by all the terms of this lease as if the assignee, sublessee or occupant had originally executed this lease as Tenant.

**11. Insurance:**

The Tenant shall maintain an insurance policy of no less than \$5 million in liability coverage for its members and equipment. The Landlord must be named as an additional insured on the policy and a copy of the original insurance document must be submitted to the Landlord prior to the expiry date of the existing insurance policy.

**12. Liability:**

- 1) The Tenant shall at all times indemnify and save harmless the Corporation of the Town of Saugeen Shores as Landlord, from and against all claims and demands, brought or prosecuted in any manner based upon, occasioned by or attributable to the execution of these Presents or any action taken or things done or maintained by virtue hereof or the exercise in any manner of rights arising hereunder.
- 2) The Tenant shall have no claim for damages, compensation, and loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken.

**13. Termination:**

- 1) If either the Landlord or Tenant has failed to comply with the Terms of this Agreement as outlined, either party can terminate this agreement by written notice of 90 days.
- 2) It is further acknowledged that in the opinion of the Landlord, should the Tenant become insolvent, bankrupt or found guilty of any other violation of any of the provisions herein, then written notice may be given.
- 3) If the Tenant fails to be awarded a service contract with the Town of Saugeen Shores, or if the Town of Saugeen Shores cancels the service contract with the Town of Saugeen Shores mid-term, the Tenant, at the Tenant's option, may terminate this agreement by providing the Landlord 60 days written notice.

**14. Designated Representatives:**

- 1) Upon entering into this Agreement, the parties agree to designate a representative for the purposes of this Agreement and agree that the designated representatives may deal with each other in respect to all matters arising under this Agreement. For the purposes of this Agreement, the designated representative of the Landlord is:

Manager, Parks and  
Facilities  
Town of Saugeen Shores  
600 Tomlinson Drive  
P.O. Box 820  
Port Elgin, ON NOH 2C0

2) And the designated representative(s) of the Tenant is:

- i. President, Saugeen Shores Chamber of  
Commerce 559 Goderich Street  
Port Elgin, ON NOH 2C4
- ii. Treasurer, Saugeen Shores Chamber of  
Commerce 559 Goderich Street  
Port Elgin, ON NOH 2C4

**15. Binding Effect:**

This Agreement binds and benefits the parties and their respective heirs,  
executors, administrators, representatives, successors and assigns.

**in Witness** of the foregoing covenants the Landlord and the Tenant have set their  
Corporate Seal respectively and executed the lease.

**Signed, Sealed and Delivered** this \_\_\_\_ day of \_\_\_\_\_ 2025.

**Saugeen Shores Chamber of Commerce**

\_\_\_\_\_  
President

\_\_\_\_\_  
Treasurer

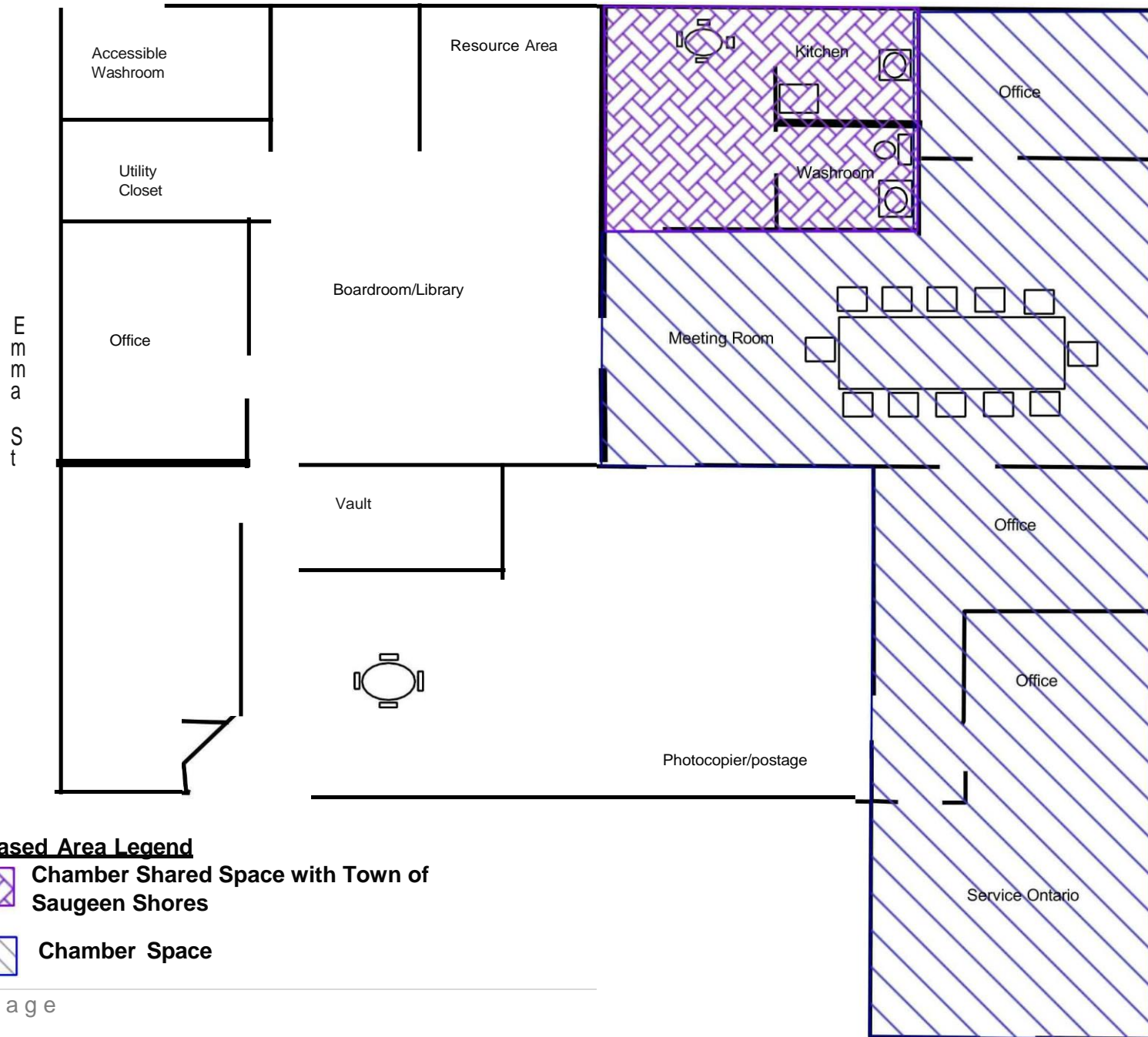
**Corporation of the Town of Saugeen Shores**

\_\_\_\_\_  
Luke Charbonneau, Mayor

\_\_\_\_\_  
Dawn Mittelholtz, Clerk



## Schedule 'A'



Goderich St



