

**THIS AGREEMENT MADE THIS 23<sup>RD</sup> DAY OF JUNE 2025**

**BETWEEN:**

**THE CORPORATION OF THE TOWN OF SAUGEEN SHORES**  
(Hereinafter called the Landlord)

**And**

**Marine Heritage Society**  
(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 of the premises known as the Parks Board Building, hereinafter called the Boat House, located in the Market Square, 26 Albert Street South in the former Town of Southampton.

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

**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; and

**And Whereas** the parties wish to enter into a mutually beneficial contract for the provision of use of the building to support and promote tourism and culture in the community of Saugeen Shores; now therefore be it

**Now Therefore** that 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) at the term set forth in Section 2;
  - b) for the rent set forth in Section 3; and
  - 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 that the term of this Agreement will be for five (5) years and shall commence on the 23<sup>rd</sup> day of June 2025 and ending on the 31<sup>st</sup> day of May 2030 (the term).
- 2) The Landlord and Tenant agree that it is their mutual intention that the Term may be reviewed prior to the expiration and upon mutual consent, the term of the lease may be extended for a period of five additional years.

### **3. Rent**

- 1) Rent means the amounts payable by the tenant to the Landlord pursuant to this section.
- 2) The Tenant covenants to pay the Landlord, during the term of this lease, the following costs:
  - a) during each year of the term, the sum of \$1.00 per annum, payable on the first day of May each year of the lease.
  - b) The Tenant agrees to pay all utility costs relating to the furnace and the Landlord agrees to pay for all utility costs relating to water, sewer, and hydro.
  - c) The Landlord and Tenant agree that it is their mutual intention that the Landlord shall be responsible for the removal of snow and ice from the parking area.
  - d) The Landlord and Tenant agree that it is their mutual intention that the Tenant shall be responsible for all interior maintenance.

### **4. 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). Any amount of rent that remains unpaid shall be treated as unpaid municipal taxes and may be collected in a similar manner as unpaid municipal taxes.

### **5. Assignment**

- 1) The Tenant may allow the use of the whole or a part of the premises to non-profit groups and organizations with two weeks' notification to be given to the Landlord.
- 2) The Tenant shall not assign this lease or sublet the whole or any part of the premises for financial consideration unless the Tenant first obtains the consent of the Landlord in writing.
- 3) Any consent granted by the Landlord shall be conditional upon the assignee, sub-lessee 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, sub-lessee or occupant had originally executed this lease as Tenant.
- 4) The Landlord and Tenant agree that it is their mutual intention that the Landlord shall have access to the premises upon giving the Tenant reasonable notice.

### **6. Use:**

- 1) The premises shall not be used or utilized for any purpose other than 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 relating to the Premises.

**7. Access:**

The Landlord or Tenant agree that it is their mutual intention the Landlord shall have access to the premises upon giving the Tenant reasonable notice.

**8. Repair And Maintenance:**

- 1) The Tenant covenants that during the term of this Lease and any renewal thereof shall keep the Premises in good condition including all alterations and additions made thereto.
  - (a) but the Tenant shall not be liable to effect repairs attributable to reasonable wear and tear, or to damage caused by fire, lightening or storm.
- 2) Upon the expiry of the Term or other determination of this Lease the Tenant agrees to peaceably 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.
- 3) 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) 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; carrying out external or internal improvements, erecting partitions, attaching equipment and installing necessary furnishings or additional equipment of the Tenants' business, the Tenant may do so at his own expense, at any time and from time to time if the following conditions are met:
  - a) before undertaking any alteration or addition the Tenant shall submit to the Landlord a plan showing the proposed alterations or additions and the Tenant shall not proceed to make any alterations or addition unless the Landlord has approved the plan and the Landlord shall not unreasonably or arbitrarily withhold the approval; and items included in the plan which are regarded by the Tenant as Trade Fixtures shall be designated as such on the plan;
  - b) any and all alterations or additions to the Premises made by the Tenant must comply with all applicable building code standards and by-laws of the municipality in which the Premises are located.
  - c) 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.
- 2) 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 by the Landlord.
- 3) 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.

- 4) If the Tenant has complied with his obligations according to the provisions of this Lease, the Tenant may remove his Trade Fixtures at the end of the Term or other termination of this Lease and the Tenant covenants that he will make good and repair or replace as necessary any damage caused to the Premises by the removal of the Tenant's Trade Fixtures.
- 5) 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.

**10. Transfer Of Lease:**

- 1) The Tenant shall not assign this lease or sublet the whole or any part of the Premises 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, sub-lessee 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, sub-lessee or occupant had originally executed this Lease as Tenant.
- 3) The Landlord and Tenant agree that it is their mutual intention that the Landlord shall have access to the premises upon giving the Tenant reasonable notice.

**11. Insurance:**

The Marine Heritage Society is covered through the Town of Saugeen Shores Municipal Liability 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 herein, either party may by written notice of thirty (30) days to each other, terminate this agreement.
- 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) The Marine Heritage Society shall have no claim for damages, compensation, and loss profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken.

**14. Designated Representatives:**

- 1) Upon entering into this Agreement, the parties hereto agree to each designate a representative for the purposes of this Agreement and also agree that the designated representatives may deal with each other in respect to all matters rising 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 N0H 2C0

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

Chair  
Marine Heritage Society,  
86 Saugeen St.,  
Southampton, Ontario, N0H 2L0

**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 Town and the Society have hereunder set their Corporate Seal respectively and executed the Lease.

**Signed, Sealed and Delivered** this 23rd day of June, 2025.

**Marine Heritage Society**

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**Wayne Kaufman, Chair**

**Corporation of the Town of Saugeen Shores**

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**Luke Charbonneau, Mayor**

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**Dawn Mittelholtz, Clerk**