

The Corporation of the Town of Saugeen

Shores By-law 22 - 2026

Being a By-law to Authorize a lease agreement with Port Elgin
Pumpkinfest

Whereas the Municipal Act, 2001, S.O. 2001 , Chapter 25, authorizes Council to enter into a Lease Agreement;

Whereas the Corporation of the Town of Saugeen Shores owns the storage building located at 741 Market Street; and

Whereas the Corporation of the Town of Saugeen Shores is desirous of leasing the storage building;

Now Therefore Be It Resolved that the Council of the Corporation of the Town of Saugeen Shores enacts as follows:

1. That the Council of the Corporation of the Town of Saugeen Shores here by authorizes the entering into of an Agreement with Port Elgin Pumpkinfest for the lease of the storage building.
2. That the Mayor and Clerk are hereby authorized and directed to execute, deliver, sign, and seal the Agreement attached hereto and forming a part of this By-law.
3. That this By-law shall come into force and take effect upon the final reading thereof.

Read, Passed and Sealed this 23rd day of February 2026.

Luke Charbonneau, Mayor

Morgan McCulloch, Deputy Clerk

By signing this By-law on February 23 2026, I, Mayor Luke Charbonneau, will not exercise the power to veto this by-law pursuant to subsection 284.11 (4)(a).

Luke Charbonneau, Mayor

STORAGE LEASE AGREEMENT

THIS LEASE AGREEMENT (this “**Lease**”) made as of the 1st day of March 2026 (the “**Effective Date**”).

B E T W E E N:

**THE CORPORATION OF THE TOWN OF
SAUGEEN SHORES**

(hereinafter called the “**Lessor**”)

- and -

PORT ELGIN PUMPKINFEST

(hereinafter called the “**Lessee**”)

WHEREAS the Lessor is a municipal corporation incorporated pursuant to the *Municipal Act* and the registered owner of the lands described in Schedule “A” attached hereto (the “**Property**”);

AND WHEREAS the Lessee is a not-for-profit corporation which operates an annual event in Saugeen Shores called “Pumpkinfest”;

AND WHEREAS the Lessee desires to lease a portion of the Lessor’s Property for storage purposes (“**Permitted Use**”);

AND WHEREAS the Lessor is willing to lease the Leased Premises (as defined below) to the Lessee for the Permitted Use, upon the terms and conditions set out in this Lease; and

NOW THEREFORE for the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lessor and the Lessee agree as follows:

1.0 RECITALS & SCHEDULES

1.1 The parties agree that the recitals herein and the schedules attached hereto shall form part of this Lease.

2.0 **TERMS OF LEASE**

- 2.1 **Premises.** In consideration of the rents, covenants and Leases of the Lessee to be paid, observed and performed, the Lessor hereby leases to the Lessee the Leased Premises, as more identified in Schedule “A” attached hereto (the “**Leased Premises**”).
- 2.2 **Nature of Right.** The Lessee is hereby granted exclusive use and enjoyment of the Leased Premises for the term herein.
- 2.3 **Term.** The Lessee is entitled hereby to have and to hold the Leased Premises for and during the term of five (5) years (the “**Term**”) commencing on March 1, 2026 (the “**Commencement Date**”).
- 2.4 **Overholding Lessee.** If the Lessee continues to occupy the Leased Premises after the termination of this Lease, with the consent of the Lessor and without any further written Lease, the Lessee shall be a month-to-month tenant.
- 2.5 **Rent.** In lieu of the payment of rent, the Lessee shall undertake Capital Improvements (as defined below in Section 3.6) to the Leased Premises. If the Lessee fails to complete the Capital Improvements within the time stipulated herein, or such other date as agreed to by the Lessor and Lessee, acting reasonably, then the Lessee shall pay rent to the Lessor in the amount of one dollar (CAD) plus HST (the “**Rent**”), payable monthly, on or in advance of the first day of each month during the Term.

3.0 **LESSEE COVENANTS**

The Lessee hereby agrees to fully and faithfully comply with the following:

- 3.1 **Pay Rent.** To pay Rent in a timely manner in accordance with the provisions of this Lease.
- 3.2 **Use of Premises.** The Leased Premises shall be used only for the Permitted Use and shall not be utilized for any other purpose or purposes without the express consent of the Lessor in writing.
- 3.3 **Lessor’s Access.** To permit the Lessor and its agents at all reasonable times and upon 24 hours’ notice to enter the Leased Premises for the purpose of showing the Leased Premises or to inspect the condition thereof.
- 3.4 **Return of Premises on Termination.** The Lessee shall, at the termination of the Term, unless otherwise arranged with the Lessor, peacefully surrender the Leased Premises unto the Lessor in good and substantial repair and condition, reasonable wear and tear excepted.

- 3.5 **Comply with All Laws.** The Lessee shall comply with all applicable laws, by-laws, regulations and orders at any time in force during the Term hereof.
- 3.6 **Capital Improvements.** The Lessee shall complete upgrades/improvements to the Leased Premises as identified in Schedule "B" (the "**Capital Improvements**") and as follows:
- a) Capital Improvements shall be completed within 12 months of the Effective Date.
 - b) Prior to any Capital Improvements being performed, the Lessee shall submit to the Lessor a proposal of the upgrades/improvements to be made, including designs/drawings, cost estimate(s) and any other documentation required by the Lessor, acting reasonably (the "**Pre-Work Requirements**").
 - c) All Pre-Work Requirements shall be approved in writing by the Director, Community Services or its designate (the "**Director**") and if applicable, the Chief Building Official.
 - d) All Capital Improvements, and all associated costs, shall be the responsibility of the Lessee and at the Lessee's sole expense, subject to the terms of this Lease.
 - e) All Capital Improvements shall be:
 - i. consistent with Applicable Law;
 - ii. shall be performed in a good and workmanlike manner;
 - iii. shall be subject to obtaining all appropriate approvals and/or building permits, if applicable; and
 - iv. shall be subject to certification by a structural engineer, if requested by the Lessor.
 - f) The Lessee shall ensure that all Capital Improvements are performed by qualified, competent and insured contractors, and if requested, the Lessee will provide the Manager, Parks & Facilities or its designate ("**Manager**"), with proof of insurance and WSIB clearance certificates.
 - g) The Lessee shall be solely responsible for the engagement and payment of all contractors, subcontractors and suppliers involved in the Capital Improvements. The Lessee shall ensure that all such parties are paid promptly and in accordance with their respective agreements and Applicable Law. The Lessee shall take all necessary steps to prevent the registration of any construction lien or other encumbrance against the Lessor's Property. If any such lien is registered, the Lessee shall, at its sole cost and without delay, cause the lien to be discharged or vacated. If the Lessee fails to do so within ten (10) business days, the Lessor may discharge or vacate the lien, and any

costs or expenses incurred by the Lessor in doing so shall be reimbursed by the Lessee forthwith on demand.

- h) Unless otherwise agreed in writing, all Capital Improvements shall become the property of the Lessor upon completion, without compensation to the Lessee.
- i) The Lessee shall indemnify and hold harmless the Lessor from any claims, damages, or liabilities arising out of or related to the Capital Improvements.
- j) The Lessee shall maintain appropriate insurance coverage during the course of the completion of the work.
- k) Upon completion of a Capital Improvement, the Lessee shall provide copies of all invoices and proof of payment to the Lessor and any other documentation requested by the Manager, acting reasonably.

3.7 **Minor Repairs.** The Lessee shall, at all times, and at its own cost and expense, be responsible for any reasonable minor repairs in value of less than CAD \$250.00 to maintain the original work of the interior of the Leased Premises.

3.8 **Insurance.** The Lessee shall, at its own expense, obtain and maintain in full force and effect throughout the Term of this Lease, and during any other period in which it occupies the Leased Premises, the following insurance coverage, issued by a solvent insurer licensed to operate in the Province of Ontario:

- (a) commercial general liability and property damage insurance, including coverage for personal liability, contractual liability, tenants' legal liability, non-owned automobile liability, and owners' and contractors' protective liability, applicable to the Leased Premises and the Common Areas. This coverage shall extend to the business operations of the Lessee and any other persons conducting activities on and about the Leased Premises. The policy shall be written on a comprehensive basis with limits of not less than two million dollars (\$2,000,000) per occurrence, or such other amount as the Lessor may reasonably require from time to time;
- (b) all-risk property insurance covering the Lessee's personal property and chattels located on the Leased Premises; and
- (c) any other forms of insurance as may be reasonably required by the Lessor from time to time, having regard for the Lessee's operations and the risk associated with the Leased Premises.

3.9 **Additional Insurance Requirements:** The Lessee shall:

- (a) maintain insurance coverage that is approved by the Lessor, with the Lessor as an additional insured.

- (b) ensure the policy includes a cross-liability clause for public liability insurance; and a waiver of subrogation in favour of the Lessor, where such provisions are available from the insurer.
- (c) Require the insurer to provide the Lessor with no less than thirty (30) days' prior written notice of any cancellation or material change in the policy.
- (d) Upon execution of this Lease, and within five (5) Business Days of any written request by the Lessor, provide a valid certificate of insurance issued by the Lessee's insurer or insurance broker, confirming compliance with the requirement of this section.
- (e) If the Lessee fails to maintain the required insurance or provide proof of coverage as required under this Lease, the Lessor may, in addition to other rights and remedies available, obtain such insurance on behalf of the Lessee. The Lessee shall reimburse the Lessor for the full premium cost plus an administrative fee equal to fifteen percent (15%) of the premium, payable upon demand.

3.10 **RELEASE OF LESSOR LIABILITY: ALL PERSONAL PROPERTY BELONGING TO THE LESSEE STORED WITHIN THE LEASED PREMISES, OR UPON THE PROPERTY, BY THE LESSEE SHALL BE AT THE LESSEE'S SOLE AND ABSOLUTE RISK. THE LESSOR, ITS COUNCILLORS, AGENTS AND EMPLOYEES SHALL NOT BE LIABLE FOR ANY PERSONAL INJURY TO THE LESSEE, ITS AGENTS, EMPLOYEES, INVITEES, AND/OR GUESTS, OR FOR ANY LOSS OR DAMAGE TO PERSONAL PROPERTY STORED ON THE LEASE PREMISES OR ON THE PROPERTY ARISING FROM ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO, THEFT, DISAPPEARANCE, FIRE, WATER DAMAGE, RODENTS, ACTS OF GOD, OR THE ACTS, OMISSIONS OR NEGLIGENCE OF ANY PERSON WHOMSOEVER. THE LESSEE EXPRESSLY ACKNOWLEDGES THAT THIS IS AN "AT YOUR OWN RISK 'STORAGE' FACILITY. THE LESSEE ACKNOWLEDGES THAT THE LESSOR DOES NOT MONITOR THE LEASED PREMISES OR THE PROPERTY.**

3.11 **Indemnification.** The Lessee shall, at its sole cost and expense, release, indemnify and hold harmless the Lessor, its councilors, officers, employees, agents and contractors (collectively the "**Indemnified Parties**") from and against any and all claims, demands, actions, causes of action, proceedings, liabilities, losses, damages, judgments, fines, fees, penalties, costs and expenses (including legal fees and disbursements on a full indemnity basis and other professional fees), of any kind or nature whatsoever, whether direct or indirect, including but not limited to:

- **bodily injury, sickness, disease or death;**
- **damage to or destruction of tangible property;**

- **loss of revenue or expenses incurred due to disruption of service; arising out of or in connection with:**
 - **the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or wilful misconduct of the Lessee or any person for whom the Lessee is responsible at law, including its directors, officers, employees, agents, contractors, subcontractors, invitees, licensees, sub-Lessees, concessionaries;**
 - **the Lessee's occupation or use of the Leased Premises;**
 - **any breach of this Lease by the Lessee.**

This indemnity shall not apply to the extent that any such claim or liability is attributable to the gross negligence or wilful misconduct of the Lessor or any person for whom the Lessor is responsible at law.

This indemnity is in addition to, and not in substitution for, any insurance obligations of the Lessee under this Lease, and shall survive the expiration or termination of this Lease.

- 3.12 **Damages.** The Lessee shall not do or permit any waste, damage, or injury to the Leased Premises or the fixtures and equipment thereof and shall take every reasonable precaution to protect the Leased Premises from danger of fire, vandalism, water damage or the elements.
- 3.13 **Right of Re-entry.** The Lessee hereby agrees that the Lessor may re-enter the Leased Premises on ten (10) business days' written notice to the Lessee for non-payment of Rent or non-performance of covenants or obligations of this Lease.
- 3.14 **Remedies of the Lessor.** If the Lessee fails to perform or observe any covenants or obligations herein, which failure continues for ten (10) business days after the Lessee's receipt of written notice thereof, the Lessor shall have the following remedies, which are cumulative and not in the alternative and which are without prejudice to any other rights or remedies it may have:
- a) The Lessor may enter the Leased Premises and perform the Lessee's obligation on behalf of the Lessee, without liability for any loss or damage to the Lessee's goods, chattels or business caused in so doing. Any reasonable expenses incurred by the Lessor thereby shall be paid by the Lessee forthwith and shall be recoverable in the same manner as Rent; and

The Lessor reserves the right to terminate this Lease by providing written notice. In the event of termination, the Lessee shall be responsible for the full payment of Rent and any other outstanding payments due under this Lease up until the date of termination. Additionally, the Lessee shall promptly surrender possession of the Leased Premises and reimburse the Lessor for any expenses incurred as a result of such termination.

- 3.15 **Lessee's Obligation to Advise Lessor.** The Lessee shall report all damage and all conditions which might create a hazard to users of the Leased Premises as soon as possible to the Lessor. For reporting purposes, the Lessee will report to the Manager or such other person as designated by the Lessor from time to time.

4.0 COVENANTS OF THE LESSOR

The Lessor hereby agrees to fully and faithfully comply with all of the covenants of the Lessor which are set out below:

- 4.1 **Quiet Enjoyment.** Provided the Lessee performs all its covenants in this Lease, the Lessee shall have quiet enjoyment of the Leased Premises.
- 4.2 **Damage or Destruction.** If the Leased Premises or any portion thereof are damaged or destroyed by fire or by other casualty not due to the negligence of the Lessee, the Lessor may terminate this Lease, at its sole discretion.
- 4.3 **Maintenance.** If the Leased Premises is in need of routine maintenance or repair, the Lessor will make a reasonable attempt to contact the Lessee in advance to make arrangements to gain access. In cases where access for maintenance or repairs will require the Lessee to vacate the Leased Premises, reasonable effort will be made to accommodate the Lessee. If this is not possible the Lessor reserves the right to terminate the Lease and evict the Lessee.
- 4.4 **Snow Removal.** The Lessor will provide snow removal services, including clearing driveways, maintaining the parking lot and any sidewalks within the Common Area identified in Schedule "A".

5.0 PARKING AND ACCESS

- 5.1 During the Term, the Lessee and its invitees, are granted a license for the purpose of ingress and egress to the Leased Premises over the Common Area, as identified in Schedule "A". Any access granted herein is solely for the purpose of ingress and egress to the Leased Premises and temporary parking. At no time shall the Lessee obstruct the Lessor's access to its Property.

6.0 EVENTS OF DEFAULT

- 6.1 The Lessee shall be deemed to be in default of this Lease if one of the following occurs ("**Event of Default**"):
- a) The Lessee ceases to operate the Pumpkinfest event in Saugeen Shores; or
 - b) The Lessee ceases to function as a legal entity, a receiver is appointed for its assets, or any proceedings under any bankruptcy or insolvency law are brought by or against the Lessee; or

- c) Any execution or other enforcement process becomes enforceable against any material property of either Party; or
- d) The Lessee breaches a material term or condition of this Lease and fails to remedy such breach within ten (10) business days from receipt of Notice thereof.

7.0 TERMINATION

7.1 In addition to any other termination provisions contained within this Lease, this Lease may be terminated by the Lessor as follows:

- a) Effective immediately when there has been an Event of Default, which has not been remedied within ten (10) business days; or
- b) Without penalty, on 60 days' written notice.

8.0 FUNDING

8.1 The Lessor acknowledges that the Lessee may obtain grants, donations or other third-party funding (the "**Funding**") to assist with the completion of the Capital Improvements. Any such Funding is obtained solely for the benefit of the Lessee and does not create any obligation, liability or responsibility on the part of the Lessor.

8.2 No funding agreement, contribution agreement, or related document entered into by the Lessee shall bind the Lessor, impose any financial or other obligation on the Lessor, restrict the Lessor's statutory powers, or amend this Lease, unless the Lessor has expressly agreed thereto in writing.

8.3 The Lessee shall not grant, and shall ensure that no funder, donor, or other third party acquires, any mortgage, charge, lien, security interest, or other encumbrance against the Lessor's Property or the Leased Premises as a condition of Funding. Any security taken by the funder shall be limited solely to the Lessee's personal property or contractual rights and shall not attach to the Lessor's lands or improvements.

8.4 The Lessee acknowledges and agrees that the early termination or expiration of this Lease, for any reason, shall not create any obligation on the part of the Lessor to repay, reimburse, or compensate the Lessee or any third-party funder for any Funding received or Capital Improvements completed.

8.5 The Lessee is solely responsible for compliance of all terms and conditions of any Funding, including repayment, reporting or performance obligations. The Lessor shall have no responsibility or liability for the Lessee's failure to comply with any funding requirements.

8.6 Nothing in this section limits the Lessor’s rights of termination under this Lease. Where reasonably practicable, and without fettering its statutory powers, the Lessor will act reasonably with respect to the timing of termination where grant-funded Capital improvements are actively underway.

9.0 NOTICE

9.1 All notices, requests, demands or other communications by the terms hereof required or permitted to be given by one party to another will be given in writing by personal delivery or electronic or email transmission, or by registered mail, postage prepaid, addressed to the other party or delivered to the other party as follows:

a) **To the Lessee:**

Full legal name of Entity: Port Elgin Pumpkinfest
Name of Representative: _____
Address: _____
Email: _____
Tel: _____

b) **To the Lessor:**

The Corporation of the Town of Saugeen Shores
600 Tomlinson Drive, Box 820
Port Elgin, ON N0H 2C0
Attention: Clerk
Email: clerk@saugeenshores.ca
Tel: 519-832-2008

or at such other address as may be given by any/either of them to the other in writing from time to time, and such notices, requests, demands, acceptances and other communications will be deemed to have been received when delivered, or sent by electronic transmission, when received with confirmation, or if mailed, on the fifth (5th) business day after the mailing thereof.

10.0 GENERAL PROVISIONS

10.1 **Assignment or Subletting.** The Lessee shall not be entitled to assign or sublet the whole or any part of the Leased Premises to another party without the prior written consent of the Lessor, which may be withheld in the Lessor’s sole discretion, and without the assignee and/or subletter agreeing in writing to be bound by the terms of this Lease. The Lessee hereby waives and renounces the

benefit of any present or future act of the Legislature of Ontario which would allow the Lessee to assign or sublet this Lease without the written consent of the Lessor.

- 10.2 **No Waiver or Default.** No condoning or delay by the Lessor in respect of any default, breach or non-observance by the Lessee of any covenant in this Lease operates as a waiver of the Lessor's rights under this Lease.
- 10.3 **Entire Agreement.** There are no covenants, representations, warranties, Leases or conditions, express or implied, collateral or otherwise, forming part of or in any way affecting this Lease.
- 10.4 **Survival.** Any payments, representations, warranties, covenants, responsibilities, or obligations contained in this Lease or in any related documents delivered hereunder shall survive an expiration or termination of this Lease.
- 10.5 **Amendments.** Any amendments to this Lease shall be in writing and signed by both the Lessor and Lessee.
- 10.6 **Severability.** If any clause or parts thereof in this Lease are determined to be unenforceable, they shall be considered separate and severable from the Lease and the remaining provisions of the Lease shall remain in full force and effect.
- 10.7 **Successors.** This Lease shall be binding upon and enure to the benefit of the parties hereto and their heirs, successors and permitted assigns (as limited by the provisions of this Lease).
- 10.8 **Attornment.** This Lease is governed by the laws in force in the Province of Ontario and Dominion of Canada, as applicable, and the parties hereto attorn to the jurisdiction of the court of Ontario.
- 10.9 **Headings.** Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Lease.
- 10.10 **Statutory Powers.** It is acknowledged that nothing in this Lease derogates from, interferes with, or fetters the exercise by the Lessor of all of its rights and obligations as a municipality (whether discretionary or mandatory), or imposes any obligations on the Lessor in its role as a municipality, and the Lessor shall not be prevented from or prejudiced in carrying out its statutory rights and responsibilities, including its planning rights and responsibilities. Nothing in this Lease derogates from, interferes with, or fetters the exercise by the Lessor's officers, employees, agents, representatives or elected and appointed officials of all of their rights, or imposes any obligations on the Lessor's officers, employees, agents, representatives or elected and appointed officials, other than as expressly set out in this Lease.
- 10.11 **No Relationship.** The Parties are, and will at all times, remain independent of each other. Nothing in this Lease creates a partnership, joint venture, agency, or employee-employer relationship. Neither Party may act on behalf of or bind the other in any way.
- 10.12 **Counterpart.** This Lease may be executed in counterparts; no one copy of which need to be executed by both the Lessee and the Lessor. A valid and binding

contract shall arise if and when counterpart execution pages are executed and delivered by both the Lessee and the Lessor.

TO WITNESS THEIR LEASE, the Parties have duly executed this Lease on the Effective Date.

PORT ELGIN PUMPKINFEST (Lessee)

Per:

Name:

Title:

Name:

Title:

We have authority to bind the Lessee.

THE CORPORATION OF THE TOWN OF SAUGEEN SHORES (Lessor)

Per:

Name:

Title:

Name:

Title:

We have authority to bind the Lessor.

SCHEDULE "A"

- a) The Property: 741 Market St., Port Elgin
- b) Leased Premises: The building identified in orange labelled "Lease Building" and a non-exclusive licence over the Common Areas identified in green as "Building Access Area"



SCHEDULE "B"**Capital Improvements (Section 3.6)**

- (a) Replacement of existing barn doors and wall repairs;
- (b) Patch and repair of concrete flooring;
- (c) Upgraded and additional electrical lighting and outlets;
- (d) Replacement of the 10' overhead door with a 14'–16' electric overhead door;
- (e) Re-siding the Building with new steel siding;
- (f) Removal of an exterior concrete post;
- (g) Sealing the structure to prevent animal intrusion;
- (h) Second-floor expansion;
- (i) Shelving;
- (j) Cabinetry; and
- (k) Flooring.