

## COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE (this "Lease") dated this \_\_\_\_ day of \_\_\_\_\_, 2024.

BETWEEN:

**The Corporation of the Municipality of Tweed**  
(hereinafter called the "Landlord")

OF THE FIRST PART

AND

**Bright Beginnings of Tweed & District**  
(hereinafter called the "Tenant")

OF THE SECOND PART

**IN CONSIDERATION OF** the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

### Definitions

1. When used in this Lease, the following expressions will have the meanings indicated:
  - a. "Building" shall mean all buildings, improvements, equipment, fixtures, property and facilities from time to time located at 20 Bridgewater Road, Actinolite, Ontario, K0K 3J0, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;
  - b. "Common Areas and Facilities" shall mean:
    - i. Those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are not designated or intended by the Landlord to be leased to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, storage, mechanical and electrical rooms, areas above leasable premises and not included within leasable premises, security and alarm equipment, and elevator serving the Building; and
    - ii. Those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;
  - c. "Leasable Area" shall mean with respect to any rentable premises, the area expressed in square feet of all floor space determined, calculated and certified by the Landlord and measured from the interior face of all interior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the centre line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements. The green space on the lot and on the

adjacent lot owned by the Landlord are also included in the Leasable Area;

- d. "Premises" shall mean the office space at 20 Bridgewater Road, Actinolite, Ontario, K0K 3J0 which is located approximately as shown in red on Schedule 'A' attached to and incorporated in the Lease and comprises a Leasable Area of 99.35 square metres.
- e. "Rent" shall mean the total of Base Rent.

### **Intent of Lease**

2. It is the intent of this Lease and agreed to by the Parties to this Lease that rent for this Lease will be on a gross rent basis meaning the Tenant will pay the Base Rent and the Landlord will be responsible for all other service charges related to the Premises and the operation of the Building save as specifically provided in this Lease to the contrary.

### **Leased Premises**

3. The Landlord agrees to rent to the Tenant the office space municipality described as 20 Bridgewater Road, Actinolite, Ontario, (the "Premises") which is located approximately as shown in red on Schedule "B" attached to and incorporated in the Lease and comprises a Leasable Area of 99.35 square metres. The Landlord agrees to rent to the Tenant the green outdoor space on the lot and on the adjacent lot immediately to the west.

The Premises will be used for only the following permitted use (the "Permitted Use"):

Operating a daycare.

Neither the Premises nor any part of the Premises will be used at any time during the term of this Lease by Tenant for any purpose other than the Permitted Use without seeking Landlord written consent.

4. No pets or animals are allowed to be kept in or about the Premises or in any common areas in the building containing the Premises without the prior written permission of the Landlord, which permission may be unreasonably withheld. Upon thirty (30) days' notice, the Landlord may revoke any consent previously given under this clause. Service animals are exempted from this clause.

### **Term**

5. The term of the Lease is a continuous tenancy commencing upon approval of funding and continuing for a term of five (5) years.
6. The Tenant shall have the right to request an extension to this Lease for an additional five (5) years, subject to approval by the Landlord.

### **Rent**

7. Subject to the provisions of this Lease, the Tenant will pay a base rent of \$100.00, payable per month, for the Premises (the "Base Rent").
8. The Tenant will pay the Base Rent on or before the 1<sup>st</sup> day of each and every month of the term of this Lease to the Landlord.

9. The Tenant will pay additional rent to cover utilities as stated in this agreement herein.

### **Use and Occupation**

10. The Tenant will use and occupy the Premises only for the Permitted Use and for no other purpose whatsoever. The Tenant will carry on business under the name of Little Learners Daycare and will not change such name without the prior written consent of the Landlord, such consent not to be unreasonably withheld. The Tenant will open the whole of the Premises for business to the public fully fixtured, stocked and staffed and throughout the term, and will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner.
11. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, provincial, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.

### **Tenant Improvements**

12. The Tenant will obtain written permission from the Landlord before doing any of the following:
  - a. Removing or adding walls, or performing any structural alterations;
  - b. Installing additional electrical wiring or heating units;
  - c. Placing or exposing or allowing to be placed or exposed anywhere inside or outside the Premises any placard, notice or sign for advertising or any other purpose; or
  - d. Affixing to or erecting upon or near the Premises any radio or TV antenna or tower.

### **Utilities and Other Costs**

13. The Tenant is responsible for the payment of all utilities in relation to the Premises including heat, hydro, security system, and any telecommunication needs, with the exception of internet. The Landlord may provide wireless internet at no charge to the Tenant.
14. The Tenant shall pay a portion set out by the Landlord periodically for the pumping of the septic system for the premises. The Tenant understands that the septic system is a joint system servicing both the Leasable Premises and the Landlords attached Community Hall.
15. The Tenant shall be responsible for all damages caused by its employees, clients, equipment or supplies.
16. The Tenant shall be responsible for regular maintenance, including custodial maintenance, of the Premises caused by the regular permitted use of the Premises.
17. The Landlord shall be responsible for structural repairs of the Premises.

## **Insurance**

18. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a Tenant's Policy of Insurance.
19. The Tenant is responsible for insuring the Landlord's contents and furnishings in or about the Leasable Premises for either damage and loss for the benefit of the Landlord.
20. The Tenant is responsible for insuring the Premises for damage or loss to the structure, mechanical or improvements to the Building on the Premises for the benefit of the Tenant and the Landlord. Such insurance should include such risks as fire, theft, vandalism, flood and disaster.
21. The Tenant is responsible for insuring the Premises for liability insurance for the benefit of the Tenant and naming the Landlord as an additional insured in the amount of no less than FIVE MILLION DOLLARS (\$5,000,000).
22. The Tenant will provide proof of such insurance to the Landlord upon request.

## **Governing Law**

23. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the Province of Ontario, without regard to the jurisdiction in which any action or special proceeding may be instituted.

## **Severability**

24. If there is a conflict between any provision of this Lease and the applicable legislation of the Province of Ontario (the "Act"), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

## **Assignment and Subletting**

25. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises without written permission from the Landlord. An unpermitted assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

## **Additional Provisions**

26. The Tenant shall be responsible for the security of the facility entrances included within the Leasable Premises.
27. The Tenant shall be permitted to decorate the Premises in a manner suitable to the Landlord.
28. It is agreed that the Tenant accepts the Premises on an "as is" basis.

29. The Tenant shall be responsible for all injuries to persons caused by the Tenant's staff, clients, equipment or supplies and shall indemnify and save harmless the Landlord from all suits and actions for damage and costs.

### **Maintenance**

30. The Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal of this Lease.

31. In particular, the Tenant will keep the fixtures in the Premises in good order and repair. The Tenant will, at Tenant's sole expense, make all required repairs to the plumbing, range, heating apparatus, and electric and gas fixtures whenever damage to such items will have resulted from the Tenant's misuse, waste, or neglect or that of the Tenant's employees, family, agent, or visitor.

32. The Landlord shall be responsible for the removal of ice and snow from the parking lot. The Landlord, through the use of the Volunteer Actinolite Hall Committee, shall be responsible for the removal of ice and snow from walkways. The Landlord, through the use of the Volunteer Actinolite Hall Committee, shall be responsible for grass cutting.

### **Care and Use of Premises**

33. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.

34. The Tenant will not make (or allow to be made) any nuisance or excessive noise which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.

35. The Tenant will not engage in any illegal trade or activity on or about the Premises.

36. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

### **Surrender of Premises**

37. At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

### **General Provisions**

38. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.

39. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.

40. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recovered by the Landlord as rental arrears.

41. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.

42. Either the Landlord or Tenant may terminate this Agreement for any reason on sixty (60) days notice in writing to the other party.

### **Notices**

43. All notices or other documents required or which may be given under this agreement shall be in writing, duly signed by the party giving such notice and transmitted by registered, certified mail or electronic mail (e-mail), addressed as follows:

Landlord:                   The Corporation of the Municipality of Tweed  
Postal Bag 729  
255 Metcalf Street  
Tweed, ON K0K 3J0  
Attention: Gloria Raybone, CAO/Treasurer  
[Cao-treasurer@tweed.ca](mailto:Cao-treasurer@tweed.ca)

Tenant:                    Bright Beginnings of Tweed & District  
[address]  
[address and postal]  
Attention: [name, position]  
[email]

Any notice or document so given shall be deemed to have been received on the second (2<sup>nd</sup>) business day following the date of mailing. In the event of interruption of the postal system by labour strife, such notice shall be hand delivered or by electronic mail. Any party may from time to time by notice given as provided change its address for the service of notices.

*Remainder of page intentionally left blank.*

**IN WITNESS WEHREOF** the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this \_\_\_ day of \_\_\_\_\_, 2024.

The Corporation of the Municipality of Tweed (Landlord)

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_  
Don DeGenova, Mayor

Per: \_\_\_\_\_  
Gloria Raybone, CAO/Treasurer

Bright Beginnings of Tweed & District (Tenant)

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_  
Name & Position:

DRAFT