

THIS LEASE AGREEMENT made as of the 1<sup>st</sup> of September 2017.

BETWEEN:

**THE AVON MAITLAND DISTRICT SCHOOL BOARD**  
(hereinafter called the "Landlord")  
OF THE FIRST PART  
and  
**NORTH HURON CHILDREN'S CENTRE**  
(hereinafter called the "Tenant")  
OF THE SECOND PART

**RECITALS:**

Whereas the Landlord is the owner of the lands and building on 250 John Street East, in the Town of Wingham, in the County of Huron known as Maitland River Public School;

And whereas the Tenant occupies various spaces within the building known as Maitland River Public School for the purpose of a **before and after** school program.

And the landlord has agreed to lease the classroom(s) and to provide access to the gymnasium and outdoor play area thereto in order that the Tenant may carry out such uses.

**DEFINITIONS:**

"Leased Premises" shall mean one 1100 sq. ft. classroom known as room 1.58 for JK/SK space and one 1014 sq. ft. classrooms known as 1.50, one 750 sq. ft. classrooms known as 1.42 for Grade 1-6 space Alternate space to be licensed is room 1.03, and 1.52 (Gym)

**TERMS:**

In consideration of the rents reserved and the covenants and agreements herein the Landlord leases to the Tenant the Leased Premises for a term of 10 months commencing September 1, 2017 through to June 30, 2018. The lease is at no charge to the North Huron Children's Centre.

1. Tenant's Covenants

The tenant covenants with the Landlord as follows:

- (a) to use the Leased Premises for the above recited uses only unless some other use is consented to in writing by the Landlord;
- (b) that the intent of this agreement is for the provision of child care services recognized by the Ministry of Education and in accordance with criteria established by the Education Act, the Ministry of Education and the Landlord;
- (c) not to use the outer walls or windows in the Leased Premises for any notice or name plate, provided that the Tenant shall be allowed to display a sign identifying the Tenant's Leased Premises in a location that is acceptable to the Landlord and that gives sufficient notice to the public of the Tenant and the location of the Leased Premises;
- (d) save as herein set out, not to make any alterations or additions to the Leased Premises without the prior written consent of the Landlord, and to keep the Leased Premises and the windows and the fixtures and fittings therein in good repair, reasonable wear and tear only excepted and to deliver them up in this condition on termination of this lease. This covenant to maintain does not extend to the outer walls or roof of the Leased Premises which shall be the Landlord's sole

responsibility to maintain but the Tenant shall pay to the Landlord the cost of repairs to the outer walls and roof occasioned by the use of the Leased Premises by the Tenant or those for whom it is responsible;

- (e) to maintain the Leased Premises in a good state of repair. The Landlord, at the expense of the Tenant, shall make such repairs/alterations as are necessary to ensure compliance with Tenant's legislative obligations or occasioned by/initiated by the tenants. The Landlord (at Landlord's expense) will maintain the premises in a good state of repair including all health, fire and safety standards and any additional standards required by any laws under which Ministry of Education buildings operate;
- (f) to be responsible for all cursory janitorial service to the interior of the Leased Premises as may be required for the operation of a daycare program;
- (g) to provide and keep in force comprehensive general liability insurance in an amount of not less than \$2 million in respect of injury to or death of any person under the supervision of the Tenant and injury to property and to provide the Landlord with evidence of insurance satisfactory to the Landlord;
- (h) to indemnify the Landlord against all liabilities, claims, damage or expenses arising out of any act or neglect of the Tenant, its servants, employees, agents, invitees or licensees in and about the Leased Premises, or arising out of any breach, violation or non-performance by them of any provision of this lease, including liability for injuries or damage to the persons or property of the Tenant's servants, employees, agents, invitees or licensees;
- (i) to review AMDSB Administrative Procedure No. 140 – Computers: Acceptable Use and Security and to ensure that their employees running programs within the school building abide by its terms and conditions;
- (j) to follow the school safety guidelines (OPHEA) when using the gym;
- (k) to ensure employees and contractors of third party operators of before and/or after school programs on the school site are required to report to the principal any incident that may lead to a student suspension, or expulsion as soon as reasonably possible;
- (l) to provide the Landlord with a copy of all serious occurrence reports that are filed;
- (m) to provide the Landlord with documentation of any non-compliance issues in regard to licensing and to provide annual proof of licensing as soon as available;
- (n) to provide the Landlord with a summary of their annual satisfaction survey results as completed by the families receiving child care services.

## 2. Landlord's Covenants

The Landlord hereby covenants with the Tenants as follows:

- (a) to permit the Tenant, as long as it complies with its covenants, to use the Leased Premises without interference from the Landlord or those claiming under it;
- (b) to maintain the common areas and the outer walls and roof of the Leased Premises in proper structural repair;



- (c) to keep the building insured against loss or all perils;
- (d) to provide access at all times through the site of the Landlord;
- (e) to be responsible for all costs of servicing and utilities for the building on the Leased Property;

3. Provisos

Provided always and it is agreed:



- (a) That the resources and advice of the Ministry of Education may be sought from time to time, in implementing and operating the third party program, as well as being consulted on matters of compliance with regulations under the Education Act relating to third party programs, current models of child care, funding encouragement and any new directions in child care.
- (b) That either party to this lease may terminate the lease on 30 day written notice to the other party.
- (c) That at the termination of the lease:
  - (i) the Tenant may remove its fixtures and equipment.
  - (ii) any additions to the building made by the Tenant shall be left as part of the building and shall become property of the Landlord.
- (d) That the Tenant may make use of the Leased Premises including use of the gymnasium (with prior agreement of Principal) and washrooms in the school building and including access and means of egress to the specified area.

4. Amendment and Renewal Procedures

- 4.1 Communication will occur annually involving the Parties to this Agreement in order to propose amendments, resolve conflicts and evaluate the success of the Agreement.

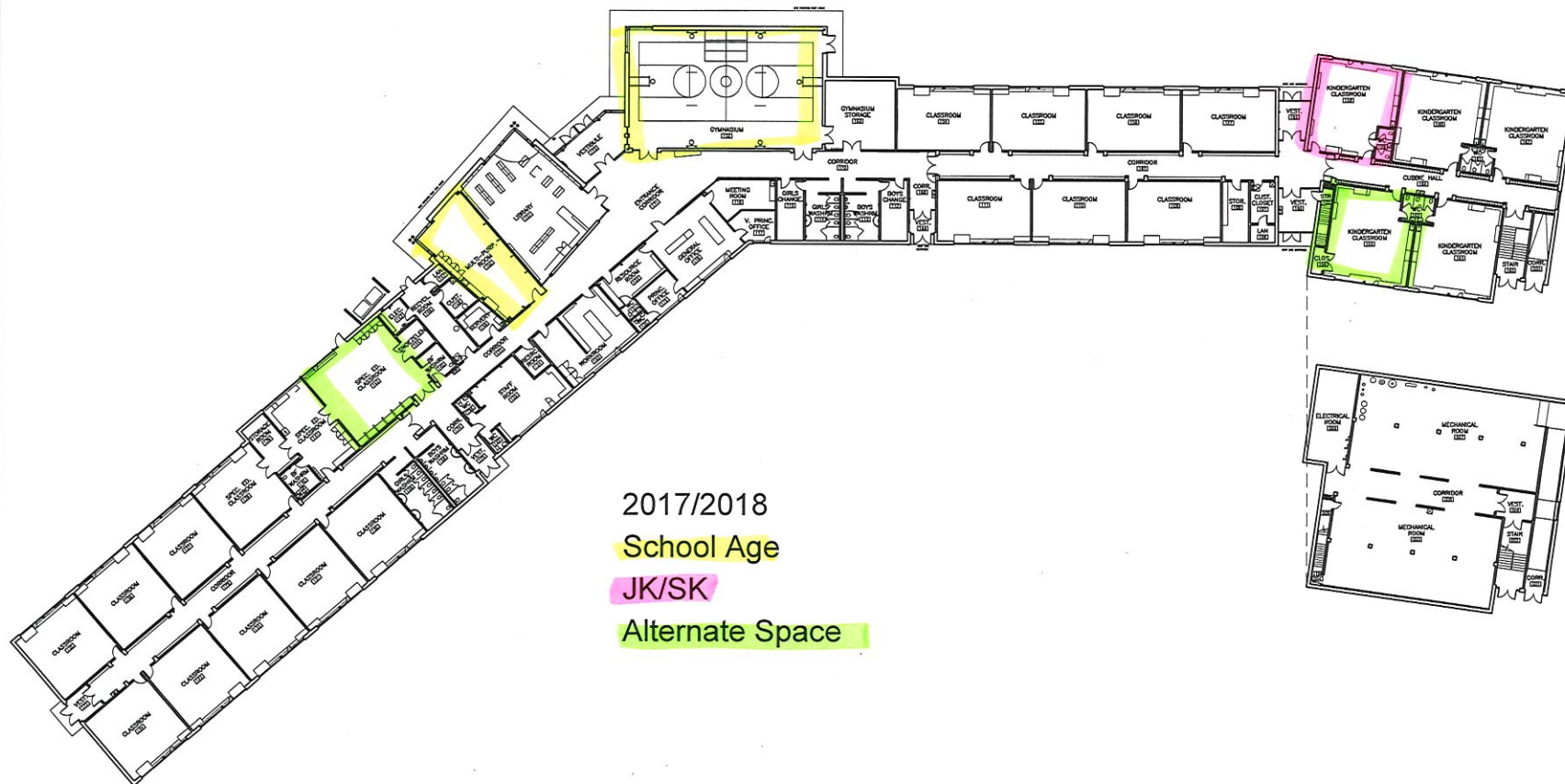
IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective corporate seals, attested to by the hands of their respective officers duly authorized in the behalf as of the date first written above.

SIGNED SEALED AND DELIVERED

) **THE AVON MAITLAND DSB**  
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 ) **NORTH HURON CHILDCARE CENTRE**  
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**NOTES:**

1. THIS DRAWING REPRESENTS GENERAL CONFIGURATION ONLY.
2. DO NOT SCALE DRAWINGS.
3. SQUARE FOOTAGES INDICATED ARE 'NET FUNCTIONAL' FLOOR AREAS ONLY.



NOTE: ALL INFORMATION SHOWN IS BASED ON AVAILABLE DRAWINGS. NO SITE MEASUREMENTS WERE COMPLETED AS PART OF THIS DATA BASE.



# **MAITLAND RIVER ELEMENTARY SCHOOL**

250 JOHN STREET EAST, WINGHAM ONTARIO



DSB # 8	BOARD ID XXXXXXXX	MIDENT No. XXXXXX
DRAWING TITLE:	FLOOR PLAN	
REVISION DATE:	OCTOBER 04, 2013	
GROSS FLOOR AREA:	G - 46,235.08 SF (4,295 SM) B - 7,513.74 SF ( 698 SM)	

