

THIS LEASE made this 15th day of July, 2019.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF NORTH HURON  
(the "Landlord")

AND

BLYTH CENTRE FOR THE ARTS  
(the "Tenant")

WITNESSETH AS FOLLOWS:

**Article 1 - Basic Terms, Definitions**

**1.1 Basic terms**

- (a) Landlord: The Corporation of the Township of North Huron  
Address: P.O. Box 90, 274 Josephine Street  
Wingham, Ontario  
NOG2WO
- (b) Tenant: Blyth Centre for the Arts  
Address: 423 Queen St, Blyth ON N0M1H0  
Rep: Rachael King  
Position: General Manager  
Phone: 519-523-9300  
Email: rking@blythfestival.com
- (c) Premises: the property described in Schedule "A" and municipally known as 423 Queen St, Blyth, ON NOM IHO
- (d) Rentable Area of Premises: 13, 565 square feet
- (e) Term: 10 years subject to Sections 2.2 and 2.3  
Commencement Date: June 1, 2019, subject to Section 2.3  
End of Term: May 31, 2029, subject to Sections 2.2 and 2.3
- (f) Basic Rent (Section 4.1):  
\$1.00 per year.
- (g) Permitted Use (Section 7.1): As a center for the performing arts, art gallery, legion, cenotaph, assembly/reception hall, catering facility, meeting facility. It is agreed that at all times under the Lease, the Premises will continue to be accessible during Box Office hours and available to groups, organizations, and members of the community for rent As

such, the Tenant agrees that it will comply with all requirements of a public entity for use of and access to a public building. The Tenant also agrees to provide the Landlord with a directional plan and a management plan by **September 30, 2019** ensuring public input into the management and use of the land and premises and indicating use of the building and the type of access the public can reasonably expect. Deposit: \$1,000.00, in accordance with Section 3.4

Security Deposit: \$5,000.00 shall be held as a security deposit in accordance with Section 3.4.

- (h) Extension Rights: set out in Schedule "B"
- (i) Schedules forming part of this Lease:
 

Schedule "A"	Legal Description
Schedule "B"	Extension Rights
Schedule "C"	Historical and Use of Premises

## 1.2 Definitions

In this Lease, unless there is something in the subject matter or context inconsistent therewith, the following terms have the following respective meanings:

- (a) "Additional Rent" means payments on account of the Landlord's insurance, payments on account of Realty Taxes, payments for utilities and all other amounts, excluding Basic Rent and Rental Taxes, payable by the Tenant in accordance with the terms of this Lease;
- (b) "Basic Rent" means the basic rent payable by the Tenant pursuant to Section 4.1;
- (c) "Building Systems" means:
  - (i) the HVAC System and all other systems, services, installations and facilities from time to time installed in or servicing the Premises (or any portion thereof) including, but not limited to, the elevators and escalators and the following systems, services, installations and facilities: mechanical (including plumbing, sprinkler, drainage and sewage), electrical and other utilities, lighting, sprinkler, life safety (including fire prevention, communications, security and surveillance), computer (including environmental, security and lighting control), ice and snow melting, refuse removal, window washing, and music; and
  - (ii) all machinery, appliances, equipment, apparatus, components, computer software and appurtenances forming part of or used for or in connection with any of such systems, services, installations and facilities including, but not limited to, boilers, motors, generators, fans, pumps, pipes, conduits, ducts, valves, wiring, meters and controls, and the structures and shafts housing and enclosing any of them;
- (d) "Commencement Date" means the date set out in Section 1.1(f), as such may be varied

pursuant to the terms of this Lease;

- (e) "Event of Default" has the meaning set out in Section 13.1;
- (f) "HVAC System" means all interior climate control (including heating, ventilating, and air-conditioning) systems, installations, equipment and facilities in or servicing the Premises;
- (g) "Leasehold Improvements" means all fixtures, improvements, installations, alterations and additions from time to time made, erected or installed by or on behalf of the Tenant or any former occupant of the Premises, including doors, hardware, partitions (including moveable partitions) and wall-to-wall carpeting, but excluding trade fixtures and furniture and equipment not in the nature of fixtures;
- (h) "Mortgage" means any mortgage or other security against the Premises and/or the Landlord's interest in this Lease, from time to time;
- (i) "Mortgagee" means the holder of any Mortgage from time to time;
- (j) "Premises" means the property identified in Section 1.1 (c) and all rights and easements appurtenant thereto;
- (k) "Realty Taxes" means all real property taxes, rates, duties and assessments (including local improvement rates), impost charges or levies, whether general or special, that are levied, charged or assessed from time to time by any lawful authority, whether federal, provincial, municipal, school or otherwise, and any taxes payable by the Landlord which are imposed in lieu of, or in addition to, any such real property taxes, whether of the foregoing character or not, and whether or not in existence at the commencement of the Term, and any such real property taxes levied or assessed against the Landlord on account of its ownership of the Premises or its interest therein, but specifically excluding any taxes assessed on the income of the Landlord;
- (l) "Rent" means all Basic Rent and Additional Rent;
- (m) "Rentable Area of the Premises" means the area of the building forming part of the Premises measured to the outside surface of the outer building wall and, for greater certainty, excludes storage areas and parking areas, and as may be adjusted from time to time to reflect any alteration, expansion, reduction, recalculation or other change.
- (n) "Term" means the period specified in Section 1.1(f) and, where the context requires, any renewal, extension or overholding thereof;
- (o) "Transfer" means an assignment of this Lease in whole or in part, a sublease of all or

- (p) any part of the Premises, any transaction whereby the rights of the Tenant under this Lease or to the Premises are transferred to another person, any transaction by which any right of use or occupancy of all or any part of the Premises is shared with or conferred on any person, any mortgage, charge or encumbrance of this Lease or the Premises or any part thereof, or any transaction or occurrence whatsoever which has changed or will change the identity of the person having lawful use or occupancy of any part of the Premises; and
- (q) "Transferee" means any person or entity to whom a Transfer is or is to be made.

## **Article 2- Demise and Term**

### **2.0 Historical Use**

It is agreed that the Blyth Legion Branch 420 and the Blyth Legion Ladies Auxiliary will have use of the premises as they have historically. Details of the historical and future use by these parties of the Premises are outlined in Schedule "C" attached.

### **2.1 Demise**

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Tenant to be paid, observed and performed, the Landlord demises and leases to the Tenant and the Tenant rents from the Landlord the Premises. The Tenant accepts the Premises on an "as is" basis at the time of signing this agreement.

### **2.2 Term**

The Term shall commence on the Commencement Date, run for the period set out in Section 1.1(e), and end on the date set out in Section 1.1(e), unless terminated earlier pursuant to the provisions of this Lease.

The Tenant shall have the option to extend the Term pursuant to the provisions of Schedule "D" hereof.

### **2.3 Overholding**

If, at the expiration of the initial Term or any subsequent renewal or extension thereof, the Tenant shall continue to occupy the Premises without further written agreement, there shall be no tacit renewal of this Lease, and the tenancy of the Tenant thereafter shall be from month to month only, and may be terminated by either party on one month's notice. Rent shall be payable in advance on the first day of each month equal to the sum of one hundred and fifty percent (150%) of the monthly instalment of Basic Rent payable during the last year of the Term and one-twelfth (1/12) of all Additional Rent charges provided for herein, determined in the same manner as if this Lease had been renewed, and all terms and conditions of this Lease shall, so far as applicable, apply to such monthly tenancy.

## **Article 3 - Rent**

### **3.1 Covenant to Pay, Net Lease**

The Tenant covenants to pay Rent as provided in this Lease. It is the intention of the parties that the Rent provided to be paid shall be net to the Landlord and clear of all taxes, costs and charges arising from or relating to the Premises, and that the Tenant shall pay, as Additional Rent, all charges, impositions and expenses of every nature and kind relating to the Premises (except the Landlord's income taxes, and except as otherwise specifically provided) in the manner hereinafter provided, and the Tenant covenants with the Landlord accordingly.

### **3.2 Rental Taxes**

The Tenant will pay to the Landlord the Rental Taxes assessed on the Rent.

### **3.3 Payment Method**

The Landlord may at any time, and from time to time, require the Tenant to provide to the Landlord either: (a) a series of monthly postdated cheques, each cheque in the amount of the monthly instalment of Rent; or (b) authorization and documentation required to automatically debit the Tenant's bank account for such amounts. In the event of any change in the estimates of Additional Rent, the Landlord may require a new series of monthly postdated cheques or new documentation (as applicable).

### **3.4 Deposit**

Any deposit in the Landlord's hands at the beginning of the Term shall be held by the Landlord without interest. The amount of any such rent deposit described in Section 1.1 (h) shall be applied to Rent and Rental Taxes as they fall due under this Lease. The amount of any security deposit described in Section 1.1 (h) shall be held by the Landlord as security for the due performance by the Tenant of its obligations under this Lease and may be applied, in the Landlord's discretion, to remedy any default by the Tenant hereunder and, in the absence of such default, the deposit shall be applied to the Rent and Rental Taxes for the last month of the Term. If the Landlord draws moneys from the deposit for the purpose of remedying any default of the Tenant, the Tenant shall, at the request of the Landlord, pay forthwith to the Landlord the amount of money required to replace the moneys so drawn by the Landlord.

### **3.5 Rent Past Due**

If the Tenant fails to pay any Rent when the same is due and payable, such unpaid amount shall bear interest at the rate of eighteen percent (18%) per annum (calculated monthly at the rate of one and one-half percent (1.5%)), such interest to be calculated from the time such Rent becomes due until paid by the Tenant.

### **3.6 Partial Periods**

If the Term commences on any day other than the first day of the month, or ends on any day

other than the last day of the month, Rent for the fractions of a month at the commencement and at the end of the Term shall be calculated on a *pro rata* basis and shall be payable on the first day of the partial month.

#### **Article 4 - Basic Rent**

##### **4.1 Basic Rent**

The Tenant covenants and agrees to pay, from and after the Commencement Date, to the Landlord at the office of the Landlord, or to such other person or at such other location as the Landlord shall direct by notice in writing, in lawful money of Canada, without any prior demand therefor and without any deduction, abatement or set-off whatsoever, as annual Basic Rent, the sum(s) set out in Section 1.1(f) of this Lease in equal monthly instalments in advance in the amount(s) set out in Section 1.1(f), on the first day of each and every month during the Term.

#### **Article 5 - Additional Rent**

##### **5.1 Additional Rent**

- (a) In addition to the Basic Rent reserved in favour of the Landlord, the Tenant shall, throughout the Term, pay to the Landlord or as otherwise provided in this Lease, in lawful money of Canada, without any deduction, abatement or set-off whatsoever, as Additional Rent the following costs incurred and attributable to the entire Premises:
  - (i) all Realty Taxes levied, rated, charged or assessed on or in relation to the Premises;
  - (ii) all charges, costs, accounts and any other sums payable by reason of the supply of utilities and services to the Premises such charges, costs and accounts to be invoiced directly to the Tenant; and
  - (iii) all other sums, amounts, costs, cost escalations and charges specified in this Lease to be payable by the Tenant.
- (b) All of the payments set out in this Lease (other than Rental Taxes) shall constitute Basic Rent or Additional Rent, and shall be deemed to be and shall be paid as rent, whether or not any payment is payable to the Landlord or otherwise, and whether or not paid as compensation to the Landlord for expenses to which it has been put. The Landlord has all the rights against the Tenant for default in payment of Additional Rent that it has against the Tenant for default in payment of Basic Rent.

##### **5.2 Realty Taxes**

The Tenant shall pay to the Landlord, as Additional Rent, all Realty Taxes levied, rated, charged or assessed throughout the Term, on or in relation to the Premises, or any part thereof, in accordance with the following:

- (a) payment shall be due in equal monthly instalments over each calendar year or such shorter period as required such that the Landlord will have in its hands an amount

**5.3** sufficient to pay each instalment of Realty Taxes when property taxes are due to the Township. Prior to the commencement of each year, the Landlord shall estimate the amount of such equal monthly instalments and notify the Tenant in writing of such estimate. From time to time during the year, the Landlord may re-estimate the amounts payable for such year, in which event the Landlord shall notify the Tenant in writing of such re-estimate and fix monthly instalments for the remaining balance of such year. **Business and Other Taxes**

In each and every year during the Term, the Tenant shall pay as Additional Rent, discharge within fifteen (15) days after they become due, and indemnify the Landlord from and against payment of, and any interest or penalty in respect of the following:

- (a) every tax, licence fee, rate, duty and assessment of every kind with respect to any business carried on by the Tenant in the Premises or by any subtenant, licensee, concessionaire or franchisee or anyone else, or in respect of the use or occupancy of the Premises by the Tenant, its subtenants, licensees, concessionaires or franchisees, or anyone else (other than such taxes as income, profits or similar taxes assessed on the income of the Landlord); and
- (b) all Realty Taxes in respect of tenant's fixtures, Leasehold Improvements, equipment or facilities on or about the Premises, and any Realty Taxes occurring as a result of any reason peculiar to the Tenant.

#### **5.4 Annual Readjustment of Additional Rent**

As soon as practicable after the expiration of each year, the Landlord shall make a final determination of Realty Taxes and other estimated Additional Rent, based on the actual costs incurred therefor by the Landlord, and shall notify the Tenant of such determination, providing reasonable detail as to the breakdown and calculation thereof. If there has been a shortfall in the amounts payable by the Tenant for such period, the Tenant shall pay such shortfall within twenty (20) days after delivery of the Landlord's notice. Any overpayment may be paid by the Landlord to the Tenant without interest, or credited to the Tenant's account and held by the Landlord without interest, to be applied to payments falling due under this Lease. In the event of any dispute, the report of the Landlord's auditor or accountant as to Additional Rent shall be conclusive as to the amount thereof for any period to which such report relates. Neither the Landlord nor the Tenant may claim any adjustment on account of Additional Rent for any fiscal period more than two (2) years after the date of delivery of the statement for such period.

### **Article 6 - Utilities and Building Systems**

#### **6.1 Payment for Utilities**

The Tenant shall pay promptly when due all charges, costs, accounts and any other sums payable by reason of the supply of the utilities and services to the Premises. The Tenant shall contract with and pay the supplier directly. The Tenant agrees to name the Landlord as an authorized representative on all utility and service accounts. The Tenant shall also immediately advise the Landlord of any installations, appliances or machines used by the Tenant which consume or are likely, in the opinion of the Landlord, to consume large amounts of electricity or other utilities and,

on request, shall promptly provide the Landlord with a list of all installations, appliances and machines used in the Premises.

## **6.2 No Overloading**

The Tenant will not install any equipment which would exceed or overload the capacity of the utility facilities in the Premises or the electrical wiring and service in the Premises, and agrees that if any equipment installed by the Tenant shall require additional utility facilities, such facilities shall be installed, if available, and subject to the Landlord's prior written approval thereof (which approval may not be unreasonably withheld), at the Tenant's sole cost and expense in accordance with plans and specifications to be approved in advance by the Landlord, in writing.

## **6.3 No Liability**

In no event shall the Landlord be liable for any injury to the Tenant, its employees, agents or invitees, or to the Premises, or to any property of the Tenant or anyone else, for any loss of profits or business interruption, indirect or consequential damages, or for any other costs, losses or damages of whatsoever kind arising from any interruption or failure in the supply of any utility or service to the Premises.

## **6.4 Building Systems**

The Tenant shall, at its cost, throughout the Term, operate, maintain, repair, and regulate the Building Systems in such a manner as to maintain reasonable conditions of temperature and humidity within the Premises and so as to maintain the Building Systems in good working order.

Capital replacement of the Building Systems shall be the responsibility of the Landlord, except in cases where failure is determined to be the result of inappropriate use of the Building Systems. By December 31, 2021, the Landlord shall complete a Building Condition Assessment of the Premises and provide a copy of the same to the Tenant.

# **Article 7 – Use of Premises, Observance of Law, Waste, Nuisance, Overloading**

## **7.1 Use of Premises**

The Tenant acknowledges that the Premises will be used solely for the purpose set out in Section 1.1 (g), and for no other purpose.

The Tenant agrees to accept and assume responsibility for:

- (a) all Hall bookings
- (b) managing all new bookings thereafter;
- (c) assume responsibility for all Blyth Memorial Hall costs (other than those which are responsibility of the Township of North Huron as stated in this lease);
- (d) develop and implement a plan to ensure ongoing community input into the operation and



management of the Blyth Memorial Hall.

## **7.2 Observance of Law**

The Tenant shall, at its own expense, comply with all laws, by-laws, ordinances, regulations and directives of any public authority having jurisdiction affecting the Premises or the use or occupation thereof including, without limitation, police, fire and health regulations and requirements of the fire insurance underwriters. Without limiting the generality of the foregoing:

- (a) where, during the Term, the Tenant has, through its use or occupancy of the Premises, caused or permitted a release of a contaminant at, from or to the Premises, the Tenant shall immediately clean up such contaminant from the Premises, and any affected areas, at the Tenant's expense; and
- (b) on the termination of this Lease for any reason, the Tenant shall remove, at its expense, any contaminant or contamination which, through the Tenant's use or occupancy of the Premises, it has brought to or created at the Premises.

## **7.3 Waste, Nuisance, Overloading**

The Tenant shall not do or suffer any waste or damage, disfiguration or injury to the Premises, nor permit or suffer any overloading of the floors, roof deck, walls or any other part of the Premises, and shall not use or permit to be used any part of the Premises for any illegal or unlawful purpose or any dangerous, noxious or offensive trade or business, and shall not cause or permit any nuisance in, at or on the Premises.

## **7.4 Glass Windows and Doors**

The glass windows and doors shall be the responsibility of the Landlord, except in cases where damage is determined to be the result of inappropriate care or use by the Tenant or the Tenant's contractors, agents and/or employees. Damage determined to be the result inappropriate care or use by the Tenant or the Tenant's contractors, agents and/or employees shall be the responsibility of the Tenant.

# **Article 8 - Maintenance, Repairs and Alterations of Premises**

## **8.1 Tenant's Obligations**

The Tenant covenants to keep the Premises in a good and reasonable state of repair consistent with the general standards applicable to buildings of a similar nature in the vicinity of the Premises. The Tenant shall be responsible for the maintenance and repair of the structure, grounds and Building Systems. The obligations of the Tenant include, without limitation, snow removal and pest control for the Premises, maintenance and gardening of the Premises and painting and decorating.

## **8.2 Landlord's Obligations**

The Landlord shall be responsible for capital replacements, as set out below, arising from structural

defects or weaknesses, age or mechanical failure. This shall include but not necessarily be limited to:

- (a) structural replacements including, without limitation, the cost of replacement of the roof or any component thereof (such as a roof deck or roof membrane);
- (b) capital replacements to accessibility infrastructure; and
- (c) capital replacements to the Building Systems and utility systems.

If at any time during the Lease there is a dispute as to whether repair or replacement is necessary, the Council of the Township of North Huron, as the owner of the building, will make the determination, acting reasonably.

In return for ongoing capital maintenance and replacements, the Landlord shall be allowed to use the Premises for 6 meetings per calendar year, pro-rated, at no cost, subject to availability.

### **8.3 Inspection and Repair on Notice**

The Landlord, its servants, agents and contractors shall be entitled to enter on the Premises at any time, without notice, for the purpose of making emergency repairs, and during normal business hours on reasonable prior written notice, for the purpose of inspecting and/or making repairs, alterations and/or improvements to the Premises, and/or for the purpose of having access to the under floor ducts, and/or to the access panels to mechanical shafts (which the Tenant agrees not to obstruct). The Tenant shall not be entitled to compensation for any inconvenience, nuisance or discomfort occasioned thereby. The Landlord, its servants, agents and contractors may, at any time and from time to time, on reasonable prior written notice, enter on the Premises to remove any article or remedy any condition which, in the opinion of the Landlord, would likely lead to the cancellation of any policy of insurance. The Landlord will take reasonable precautions and attempt to schedule such work so as not to unreasonably interfere with the operation of the Tenant's business and to minimize interference with the Tenant's use and enjoyment of the Premises. The Tenant shall promptly effect all repairs necessitated by the Tenant's negligence or willful misconduct or the negligence or willful misconduct of the Tenant's agents, servants, contractors, invitees, employees or others for whom the Tenant is in law responsible.

The Tenant shall be responsible for regular Health and Safety inspections as required by law. The Tenant shall provide copies of all Health and Safety inspection reports to the Township upon receipt of same.

### **8.4 Alterations**

The Tenant will not make or erect in or to the Premises any installations, alterations, additions or partitions without first submitting drawings and specifications to the Landlord and obtaining the

Landlord's prior written consent, which the Landlord shall not unreasonably withhold. The Tenant must further obtain the Landlord's prior written consent to any change or changes in such drawings and specifications. The Tenant will pay to the Landlord the Landlord's reasonable out-of-pocket costs of having its architects approve such drawings and specifications and any changes. Such work shall be performed by qualified contractors engaged by the Tenant (and approved by the Landlord), but in each case only under a written contract approved in writing by the Landlord and subject to all reasonable conditions which the Landlord may impose, provided nevertheless that the Landlord may, at its option, require that the Landlord's contractors be engaged for any structural, mechanical or electrical work. The Tenant shall submit to the Landlord's reasonable supervision over construction and promptly pay to the Landlord's or the Tenant's contractors, as the case may be, when due, the cost of all such work and of all materials, labour and services involved therein and of all decoration and all changes to the Premises, its equipment or services, necessitated thereby.

### **8.5 Signs**

The Tenant shall be permitted to install a sign on the exterior of the Premises in keeping with the architectural elements of the Premises and subject to the Landlord's approval as to size, location, design, type and method of installation, which approval shall not be unreasonably withheld. The Tenant shall not install and otherwise display any additional sign on any part of the outside of the Premises or that is visible from the outside of the Premises without the prior consent of the Landlord, not to be unreasonably withheld.

### **8.6 Construction Liens**

If any construction or other lien or order for the payment of money shall be filed against the Premises by reason of or arising out of any labour or material furnished to the Tenant or to anyone claiming through the Tenant, the Tenant, within five (5) days after receipt of notice of the filing thereof, shall cause the same to be discharged by bonding, deposit, payment, court order or otherwise. The Tenant shall defend all suits to enforce such liens or orders against the Tenant at the Tenant's sole expense, including legal costs. The Tenant indemnifies the Landlord against any expense or damage incurred as a result of such liens or orders.

### **8.7 Removal of Improvements and Fixtures**

All Leasehold Improvements shall immediately on their placement become the Landlord's property, without compensation to the Tenant. Except as otherwise agreed by the Landlord in writing, no Leasehold Improvements or trade fixtures shall be removed from the Premises by the Tenant, either during or on the expiry or earlier termination of the Term, except that:

- (a) the Tenant may, during the Term, in the usual course of its business, remove its trade fixtures, provided that the Tenant is not in default under this Lease, and at the end of the Term, the Tenant shall remove its trade fixtures; and
- (b) the Tenant shall, at its sole cost, remove such of the Leasehold Improvements as the

Landlord shall require to be removed, such removal to be completed on or before the end of the Term.

The Tenant shall, at its own expense, repair any damage caused to the Premises by the Leasehold Improvements or trade fixtures or the removal thereof. In the event that the Tenant fails to remove its trade fixtures prior to the expiry or earlier termination of the Term, such trade fixtures shall, at the option of the Landlord, become the property of the Landlord and may be removed from the Premises and sold or disposed of by the Landlord in such manner as it deems advisable. For greater certainty, the Tenant's trade fixtures shall not include any Building Systems or light fixtures and electrical components outlined on Schedule "D" attached. Notwithstanding anything in this Lease, the Landlord shall be under no obligation to repair or maintain the Tenant's installations.

### **8.8 Surrender of Premises**

At the expiration or earlier termination of this Lease, the Tenant shall:

- (a) peaceably surrender and give up to the Landlord vacant possession of the Premises in the same or better condition and state of repair as the Tenant is required to maintain the Premises throughout the Term and in accordance with its obligations in Section 8.7;
- (b) notify utilities as applicable and other suppliers that all contractual arrangements after the date of termination shall be at the option of the Township of North Huron;
- (c) guarantee that all of the Blyth Centre for the Arts' suppliers are paid in full up to the date of termination;
- (d) reconcile and invoice/credit the Township of North Huron for adjustments for prepaid invoices, contracts etc. if any, that continue beyond the date of termination;
- (e) cease making future Hall bookings as of the date of notice of termination;
- (f) provide a list of all suppliers and contractors (and their contact information and service contract details) related to the operation and maintenance of the Blyth Memorial Hall (e.g. HVAC, elevator, kitchen, fire, hydro, gas, security, generator etc.);
- (g) provide a copy of the current rental agreement template;
- (h) provide copies of all rental contracts entered into but yet to be fulfilled;
- (i) provide details of deposit monies received for the abovementioned rentals and cheque for the same to the Township of North Huron upon final reconciliation;
- (j) provide access information required for the Blyth Memorial Hall electronic kiosk;
- (k) provide access information for the Blyth Memorial Hall Facebook page;
- (l) provide access information and renewal details for the Blyth Memorial Hall website;

- (m) provide access information for online security monitoring and programming of the Blyth Memorial Hall;
- (n) surrender all keys to building, its systems and equipment;
- (o) provide details regarding locations where the Blyth Memorial Hall rental opportunity information has been posted (e.g. online rental databases etc.);
- (p) provide details of any sponsorship agreement entered into for the Blyth Memorial Hall;
- (q) provide staffing and/or volunteers that have been arranged post-termination with details regarding who (people and their contact information);
- (r) provide a list of technicians with experience at the Blyth Memorial Hall;
- (s) provide information regarding any outstanding construction deficiencies and work to be done related to the 2016-17 renovation and the status of each item;
- (t) work in concert with and address any questions of North Huron; and
- (u) remove files and other personal property stored on site by the date of termination.

## **Article 9 - Insurance and Indemnity**

### **9.1 Tenant's Insurance**

The Tenant shall, at its sole cost and expense, take out and maintain in full force and effect, at all times throughout the Term, the following insurance:

- (a) "All Risks" insurance on property of every description and kind owned by the Tenant, or for which the Tenant is legally responsible in law or which is installed by or on behalf of the Tenant, within the Premises including, without limitation, stock-in-trade, furniture, equipment, partitions, trade fixtures and Leasehold Improvements, in an amount not less than the full replacement cost thereof from time to time;
- (b) general liability and property damage insurance, including personal liability, contractual liability, tenants' legal liability, non-owned automobile liability, and owners' and contractors' protective insurance coverage with respect to the Premises, which coverage shall include the business operations, including, but not limited to, licenced events conducted on the Premises. Such policies shall be written on a comprehensive basis with coverage for any one occurrence or claim of not less than five million dollars (\$5,000,000) or such higher limits as the Landlord may reasonably require from time to time;
- (c) when applicable, broad form comprehensive boiler and machinery insurance on a blanket repair and replacement basis, with limits for each accident in an amount not less than the full replacement costs of the property, with respect to all boilers and machinery owned or operated by the Tenant or by others (other than the Landlord) on behalf of the Tenant in

the Premises or relating to or serving the Premises;

- (d) such other forms of insurance as may be reasonably required by the Landlord and any Mortgagee from time to time.
- (e) All such insurance shall be with insurers and shall be on such terms and conditions as the Landlord reasonably approves. The insurance described in Sections 9.1(a) and 9.1(c) shall name as loss payee the Landlord and anyone else with an interest in the Premises from time to time designated in writing by the Landlord, and shall provide that any proceeds recoverable in the event of damage to Leasehold Improvements shall be jointly payable to the Landlord. The insurance described in Sections 9.1 (b) and 9.1 (d) shall name as an additional insured the Landlord and anyone else with an interest in the Premises from time to time designated in writing by the Landlord. The Landlord agrees to make available such proceeds toward repair or replacement of the insured property if this Lease is not terminated pursuant to the terms of this Lease. All public liability insurance shall contain a provision for cross-liability or severability of interest as between the Landlord and the Tenant.
- (f) All of the foregoing property policies shall contain a waiver of any right of subrogation or recourse by the Tenant's insurers against the Landlord or the Landlord's mortgagees, agents and employees, whether or not any loss is caused by the act, omission or negligence of the Landlord, its mortgagees, agents or employees. All of the foregoing property policies shall also contain a waiver of any right of subrogation or recourse by the Landlord's insurers against the Tenant or the Tenant's mortgagees, agents and employees, whether or not any loss is caused by the act, omission or negligence of the Tenant, its mortgagees, agents or employees. The Tenant shall obtain from the insurers under such policies undertakings to notify the Landlord in writing at least thirty (30) days prior to any cancellation thereof. The Tenant shall furnish to the Landlord, on written request, certificates of all such policies. The Tenant agrees that if it fails to take out or to keep in force such insurance or if it fails to provide a certificate of every policy and evidence of continuation of coverage as herein provided, the Landlord shall have the right to take out such insurance and pay the premium therefor and, in such event, the Tenant shall pay to the Landlord the amount paid as premium plus fifteen percent (15%), which payment shall be deemed to be Additional Rent payable on the first day of the next month following payment by the Landlord.

## **9.2 Landlord's Insurance**

The Landlord shall provide and maintain insurance on the Premises against loss, damage or destruction caused by fire and extended perils under a standard extended form of fire insurance

policy in such amounts and on such terms and conditions as would be carried by a prudent owner of a similar building, having regard to the size, age and location of the Premises. The amount of insurance to be obtained shall be determined at the sole discretion of the Landlord, however to be clear, the Landlord shall insure all of its real property including building, contents, equipment and any boiler and machinery equipment owned by the Landlord. The Landlord may maintain such other insurance in respect of the Premises and its operation and management as the Landlord determines, acting reasonably. The Tenant shall not be an insured under the policies with respect to the Landlord's insurance, nor shall it be deemed to have any insurable interest in the property covered by such policies, or any other right or interest in such policies or their proceeds.

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### **9.3 Increase of Landlord Premiums**

If the occupancy of the Premises, the conduct of business in the Premises, or any acts or omissions of the Tenant in the Premises or any part thereof, causes or results in any increase in premiums for the insurance carried from time to time by the Landlord with respect to the Premises, the Tenant shall pay any such increase in premiums as Additional Rent forthwith after invoices for such additional premiums are rendered by the Landlord. In determining whether increased premiums are caused by or result from the use and occupancy of the Premises, a schedule issued by the organization computing the insurance rate on the Premises showing the various components of such rate shall be conclusive evidence of the several items and charges which make up such rate. The Tenant shall comply promptly with all requirements and recommendations of the Insurer's Advisory Organization of Canada (or any successor thereof), or of any insurer now or hereafter in effect, pertaining to or affecting the Premises.

### **9.4 Mutual Indemnity**

The Tenant and Landlord shall each indemnify the other and save them harmless from any and all losses or claims, actions, demands, liabilities and expenses in connection with loss of life, personal injury and/or damage to or loss of property;

- (a) arising out of any occurrence in or about the Premises; or

### **9.5 occasioned or caused wholly or in part by any act or omission of the other or anyone for whom it is in law responsible; Mutual Release**

Each of the Landlord and the Tenant releases the other and waives all claims against the other and those for whom the other is in law responsible with respect to occurrences insured against or required to be insured against by the releasing party, whether any such claims arise as a result of the negligence or otherwise of the other or those for whom it is in law responsible, subject to the following;

- (a) such release and waiver shall be effective only to the extent of proceeds of insurance received by the releasing party or proceeds which would have been received if the releasing

party had obtained all insurance required to be obtained by it under this Lease (whichever is greater) and, for this purpose, deductible amounts under the Tenant's insurance (but not the Landlord's) shall be deemed to be proceeds of insurance received; and

- (b) to the extent that both parties have insurance or are required to have insurance for any occurrence, the Tenant's insurance shall be primary.

Notwithstanding the foregoing or anything else herein contained, in no event, whether or not the result of the willful act or the negligence of the Landlord, its agents, officers, employees or others for whom it is legally responsible, and irrespective of any insurance that may or may not be carried or required to be carried, shall the Landlord be liable for;

- (a) damage to property of the Tenant or others located on the Premises;
- (b) any indirect or consequential damages suffered by the Tenant.

## **Article 10 - Assignment and Subletting**

### **10.1 Assignment, Subletting**

The Tenant shall not affect any Transfer without the prior written consent of the Landlord, which shall not be unreasonably withheld. No consent to any Transfer shall relieve the Tenant from its obligation to pay Rent and to perform all of the covenants, terms and conditions herein contained. In the event of a Transfer, the Landlord may collect Rent or sums on account of Rent from the Transferee and apply the net amount collected to the Rent payable hereunder, but no such Transfer or collection, or acceptance of the Transferee as tenant, shall be deemed to be a waiver of this covenant.

### **10.2 Landlord's Consent**

If the Tenant desires to effect a Transfer, then and so often as such event shall occur, the Tenant shall make its request to the Landlord in writing. The Tenant's request shall contain the information required by Section 10.3 of this Lease. The Landlord shall, within fourteen (14) days after receipt of such request, notify the Tenant in writing either that: (a) the Landlord consents or does not consent, as the case may be; or (b) the Landlord elects to cancel and terminate this Lease if the request is to assign the Lease or to sublet or otherwise transfer all of the Premises or, if the request is to sublet or otherwise transfer a portion of the Premises only, to cancel and terminate this Lease with respect to such portion. If the Landlord elects to cancel this Lease as aforesaid and so advises the Tenant in writing, the Tenant shall then notify the Landlord in writing within fifteen (15) days thereafter of the Tenant's intention either to refrain from such Transfer or to accept the cancellation of the Lease (in whole or in part, as the case may be). Failure of the Tenant to deliver notice to the Landlord within such fifteen (15) day period advising of the Tenant's desire to refrain from such Transfer shall be deemed to be an acceptance by the Tenant of the Landlord's cancellation of this Lease (in whole or in part, as the case may be). Any cancellation of this Lease pursuant to this Section 10.2 shall be



effective on the later of the date originally proposed by the Tenant as being the effective date of the Transfer and the last day of the month sixty (60) days following the date of the Landlord's notice to cancel this Lease.

### **10.3 Requests for Consent**

Requests by the Tenant for the Landlord's consent to a Transfer shall be in writing and shall be accompanied by the name, address, telephone numbers, business experience, credit and financial information and banking references of the Transferee, and shall include a true copy of the document evidencing the proposed Transfer, and any agreement relating thereto. The Tenant shall also provide such additional information pertaining to the Transferee as the Landlord may reasonably require. The Landlord's consent shall be conditional on the following:

- (a) the Tenant remaining fully liable to pay Rent and to perform all of the covenants, terms and conditions herein contained;
- (b) the Landlord being satisfied, acting reasonably, with the financial ability and good credit rating and standing of the Transferee and the ability of the Transferee to carry on the permitted use;
- (c) the Tenant having regularly and duly paid Rent and performed all the covenants contained in this Lease;
- (d) the Transferee having entered into an agreement with the Landlord agreeing to be bound by all of the terms, covenants and conditions of this Lease;
- (e) the Tenant paying to the Landlord, prior to receiving such consent, an administrative fee and all reasonable legal fees and disbursements incurred by the Landlord in connection with the Transfer; and
- (f) the Tenant paying to the Landlord, as Additional Rent, all excess rent and other profit earned by the Tenant in respect of the Transfer.

### **10.4 Change of Control**

Any transfer or issue by sale, assignment, bequest, inheritance, operation of law, or other disposition, or by subscription, of any part or all of the corporate shares of the Tenant or any other corporation, which would result in any change in the effective direct or indirect control of the Tenant, shall be deemed to be a Transfer, and the provisions of this Article 10 shall apply *mutatis mutandis*. The Tenant shall make available to the Landlord or its lawful representatives such books and records for inspection, at all reasonable times, in order to ascertain whether there has, in effect, been a change in control. This provision shall not apply if the Tenant is a public company or is controlled by a public company listed on a recognized stock exchange and such change occurs as a result of trading in the shares of a corporation listed on such exchange.

The Landlord acknowledges and agrees that the Tenant is governed by a Board of Directors that may change on an annual basis. Subject to the Tenant continuing to be governed by a Board of Directors and the Tenant providing a list of the current Board Members by no later than March 1<sup>st</sup> of each year, a change in Board Members does not constitute a change in control for the purposes of this Section.

#### **10.5 No Advertising**

The Tenant shall not advertise that the whole or any part of the Premises is available for assignment or sublease, and shall not permit any broker or other person to do so unless the text and format of such advertisement is approved in writing by the Landlord. No such advertisement shall contain any reference to the rental rate of the Premises.

#### **10.6 Assignment by Landlord**

In the event of the sale or lease by the Landlord of its interest in the Premises or any part or parts thereof, and in conjunction therewith the assignment by the Landlord of this Lease or any interest of the Landlord herein, the Landlord shall be relieved of any liability under this Lease in respect of matters arising from and after such assignment.

#### **10.7 Status Certificate**

The Tenant shall, on ten (10) days' notice from the Landlord, execute and deliver to the Landlord and/or as the Landlord may direct a statement as prepared by the Landlord in writing certifying the following:

- (a) that this Lease is unmodified and in full force and effect, or, if modified, stating the modification and that the same is in full force and effect as modified;
- (b) the amount of the Basic Rent then being paid;
- (c) the dates to which Basic Rent, by instalments or otherwise, and Additional Rent and other charges hereunder have been paid;
- (d) whether or not there is any existing default on the part of the Landlord of which the Tenant has notice; and
- (e) any other information and particulars as the Landlord may reasonably request.

#### **10.8 Subordination and Non-Disturbance**

This Lease and all of the rights of the Tenant hereunder are, and shall at all times, be subject and subordinate to any and all Mortgages and any renewals or extensions thereof now or hereinafter in force against the Premises. Upon the request of the Landlord, the Tenant shall promptly subordinate

this Lease and all its rights hereunder in such form or forms as the Landlord may require to any such Mortgage or Mortgages, and to all advances made or hereinafter to be made on the security thereof and will, if required, attorn to the holder thereof. No subordination by the Tenant shall have the effect of permitting a Mortgagee to disturb the occupation and possession by the Tenant of the Premises or of affecting the rights of the Tenant pursuant to the terms of this Lease, provided that the Tenant performs all of its covenants, agreements and conditions contained in this Lease and contemporaneously executes a document of attornment as required by the Mortgagee.

#### 10.9 Termination

Either party has the right to terminate this agreement at any time, by giving the other party not less than twelve (12) months' prior written notice of termination without penalty, compensation, damages or bonus.

In the event that the Landlord exercises such right of termination, the Landlord shall promptly refund the Tenant any prepaid rent with respect to the period following the effective date of the early termination, calculated on a pro rata basis based on the remaining number of days in this lease agreement.

In the event the Tenant exercises such right of termination, the provisions of Section 8.8 (Surrender of Premises) applies.

### **Article 11 - Quiet Enjoyment**

#### **11.1 Quiet Enjoyment**

The Tenant, on paying the Rent hereby reserved, and performing and observing the covenants and provisions herein required to be performed and observed on its part, shall peaceably enjoy the Premises for the Term.

### **Article 12 - Damage and Destruction**

#### **12.1 Damage or Destruction to Premises**

If the Premises or any portion thereof are damaged or destroyed by fire or by other casualty, Rent shall abate in proportion to the area of that portion of the Premises which, in the opinion of the Landlord's architect or professional engineer, is thereby rendered unfit for the purposes of the Tenant until the Premises are repaired and rebuilt, and the Landlord shall repair and rebuild the Premises. The Landlord's obligation to repair and rebuild shall not include the obligation to repair and rebuild any chattel, fixture, leasehold improvement, installation, addition or partition in respect of which the Tenant is required to maintain insurance hereunder, or any other property of the Tenant. Rent shall recommence to be payable one (1) day after the Landlord notifies the Tenant that the Tenant may reoccupy the Premises for the purpose of undertaking its work.

#### **12.2 Rights to Termination**

Notwithstanding Section 12.1:

- (a) if the Premises or any portion thereof are damaged or destroyed by any cause whatsoever and cannot, in the reasonable opinion of the Landlord, be rebuilt within one hundred and twenty (120) days of the damage or destruction, the Landlord may terminate this Lease by giving to the Tenant, within thirty (30) days after such damage or destruction, notice of termination, and thereupon Rent and other payments hereunder shall be apportioned and paid to the date of such damage or destruction, and the Tenant shall immediately deliver up vacant possession of the Premises to the Landlord; and
- (b) in the event of damage or destruction occurring by reason of any cause in respect of which proceeds of insurance are substantially insufficient to pay for the costs of rebuilding the Premises or are not payable to or received by the Landlord, or in the event that any Mortgagee or other person entitled thereto shall not consent to the payment to the Landlord of the proceeds of any insurance policy for such purpose or, in the event that the Landlord is not able to obtain all necessary governmental approvals and permits to rebuild the Premises, the Landlord may elect, within thirty (30) days of such damage or destruction, on written notice to the Tenant, to terminate this Lease, and the Tenant shall immediately deliver up vacant possession of the Premises to the Landlord.

### **12.3 Certificate Conclusive**

Any decisions regarding the extent to which the Premises has become unfit for use shall be made by an architect or professional engineer appointed by the Landlord, whose decision shall be final and binding on the parties.

### **12.4 Landlord's Work**

In performing any reconstruction or repair, the Landlord may effect changes to the Premises and its equipment and systems. The Landlord shall have no obligation to grant to the Tenant any tenant's allowances to which it may have been entitled at the beginning of the Term, and shall have no obligation to repair any damage to Leasehold Improvements or the Tenant's fixtures.

### **12.5 Expropriation**

If at any time during the Term any public body or paramount authority shall take or expropriate the whole or a portion of the Premises, then the following provisions shall apply:

- (a) if such expropriation or compulsory taking does not materially affect the Tenant's use or enjoyment of the Premises, then the whole of the compensation awarded or settled, whether fixed by agreement or otherwise, shall be paid or received by the Landlord, and the Tenant assigns, transfers and sets over unto the Landlord all of the right, title and interest of the Tenant therein and thereto, and this Lease shall thereafter continue in effect

with respect to the remainder of the Premises, without abatement or adjustment of Rent;  
and

- (b) if such expropriation or compulsory taking does materially affect the Tenant's use or enjoyment of the Premises, then, at the Landlord's option:
  - (i) this Lease shall be deemed to terminate and the Term shall terminate on the date on which the expropriating or taking authority requires possession of the lands so expropriated or taken; or
  - (ii) the Premises shall be adjusted to exclude the area so taken, the Landlord shall complete any work required to the Premises as a result of such taking (excluding any work relating to any chattel, fixture, leasehold improvement, installation, addition or partition in respect of which the Tenant is required to maintain insurance hereunder, or any other property of the Tenant) and the Rent shall be adjusted if the Rentable Area of the Premises changes as a result of such taking. In either event the Landlord shall be entitled to receive the entire compensation awarded or settlement, whether fixed by agreement or otherwise, save and except for the portion thereof that is specifically awarded or allocated in respect of the leasehold improvements or other interests of the Tenant.

The Landlord and the Tenant will cooperate with each other regarding any expropriation of the Premises or any part thereof so that each receives the maximum award to which it is entitled at law.

### **Article 13 - Default**

#### **13.1 Default and Right to Re-enter**

Any of the following constitutes an Event of Default under this Lease:

- (a) any Rent due is not paid within five (5) days after notice in writing from the Landlord to the Tenant;
- (b) the Tenant has breached any of its obligations in this Lease and, if such breach is capable of being remedied and is not otherwise listed in this Section 13.1, after notice in writing from the Landlord to the Tenant
  - (i) the Tenant fails to remedy such breach within ten (10) days (or such shorter period as may be provided in this Lease); or
  - (ii) if such breach cannot reasonably be remedied within ten (10) days (or such shorter period), the Tenant fails to commence to remedy such breach within ten (10) days of such breach, or thereafter fails to proceed diligently to remedy such breach;
- (c) the Tenant becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors or makes any proposal, an assignment or arrangement

with its creditors, or any steps are taken or proceedings commenced by any person for the dissolution, winding-up or other termination of the Tenant's existence or the liquidation of its assets;

- (d) a trustee, receiver, receiver/manager or a person acting in a similar capacity is appointed with respect to the business or assets of the Tenant;
- (e) the Tenant makes a sale in bulk of all or a substantial portion of its assets, other than in conjunction with an assignment or sublease approved by the Landlord;
- (f) this Lease or any of the Tenant's assets are taken under a writ of execution and such writ is not stayed or vacated within fifteen (15) days after the date of such taking;
- (g) the Tenant makes an assignment or sublease, other than in compliance with the provisions of this Lease;
- (h) the Tenant abandons or attempts to abandon the Premises, or the Premises become vacant or substantially unoccupied for a period of ten (10) consecutive days or more without the consent of the Landlord;
- (i) the Tenant moves or commences, attempts or threatens to move its trade fixtures, chattels and equipment out of the Premises; or
- (j) any insurance policy covering any part of the Premises is, or is threatened to be, cancelled or adversely changed (including a substantial premium increase) as a result of any action or omission by the Tenant or any person for whom it is legally responsible.

### **13.2 Default and Remedies**

If and whenever an Event of Default occurs, then, without prejudice to any other rights which it has pursuant to this Lease or at law, the Landlord shall have the following rights and remedies which are cumulative and not alternative:

- (a) to terminate this Lease by notice to the Tenant or to re-enter the Premises and repossess them and, in either case, enjoy them as of its former estate, and to remove all persons and property from the Premises and store such property at the expense and risk of the Tenant or sell or dispose of such property in such manner as the Landlord sees fit without notice to the Tenant. If the Landlord enters the Premises without notice to the Tenant as to whether it is terminating this Lease under this Section 13.2(a) or proceeding under Section 13.2(b) or any other provision of this Lease, the Landlord shall be deemed to be proceeding under Section 13.2(b), and the Lease shall not be terminated, nor shall there be any surrender by operation of law, but the Lease shall remain in full force and effect until the Landlord notifies the Tenant that it has elected to terminate this Lease. No entry by the Landlord during the Term shall have the effect of terminating this Lease without notice to that effect to the Tenant;
- (b) to enter the Premises as agent of the Tenant to do any or all of the following:

- (i) rent the Premises for whatever length and on such terms as the Landlord, in its discretion, may determine, and to receive the rent therefor;
  - (ii) take possession of any property of the Tenant on the Premises, store such property at the expense and risk of the Tenant, or sell or otherwise dispose of such property in such manner as the Landlord sees fit without notice to the Tenant;
  - (iii) make alterations to the Premises to facilitate their reletting; and
  - (iv) apply the proceeds of any such sale or reletting first, to the payment of any expenses incurred by the Landlord with respect to any such reletting or sale, second, to the payment of any indebtedness of the Tenant to the Landlord other than Rent, and third, to the payment of Rent in arrears, with the residue to be held by the Landlord and applied to payment of future Rent as it becomes due and payable, provided that the Tenant shall remain liable for any deficiency to the Landlord;
- (c) to remedy or attempt to remedy any default of the Tenant under this Lease for the account of the Tenant and to enter on the Premises for such purposes. No notice of the Landlord's intention to remedy or attempt to remedy such default need be given to the Tenant unless expressly required by this Lease, and the Landlord shall not be liable to the Tenant for any loss, injury or damages caused by acts of the Landlord in remedying or attempting to remedy such default. The Tenant shall pay to the Landlord all expenses incurred by the Landlord in connection therewith;
- (d) to recover from the Tenant all damages, costs and expenses incurred by the Landlord as a result of any default by the Tenant including, if the Landlord terminates this Lease, any deficiency between those amounts which would have been payable by the Tenant for the portion of the Term following such termination and the net amounts actually received by the Landlord during such period of time with respect to the Premises; and
- (e) to recover from the Tenant the full amount of the current month's Rent together with the next three (3) months' instalments of Rent, all of which shall immediately become due and payable as accelerated rent.

### **13.3 Distress**

Notwithstanding any provision of this Lease or any provision of any applicable legislation, none of the goods and chattels of the Tenant on the Premises at any time during the Term shall be exempt from levy by distress for Rent in arrears, and the Tenant waives any such exemption. If the Landlord makes any claim against the goods and chattels of the Tenant by way of distress, this provision may be pleaded as an estoppel against the Tenant in any action brought to test the right of the Landlord to levy such distress.

### **13.4 Costs**

The Tenant shall pay to the Landlord all damages, costs and expenses (including, without limitation, all legal fees on a solicitor and client basis) incurred by the Landlord in enforcing the terms of this Lease, or with respect to any matter or thing which is the obligation of the Tenant under this Lease, or in respect of which the Tenant has agreed to insure or to indemnify the Landlord.

### **13.5 Remedies Cumulative**

Notwithstanding any other provision of this Lease, the Landlord may from time to time resort to any or all of the rights and remedies available to it in the event of any default hereunder by the Tenant, either by any provision of this Lease, by statute, or common law, all of which rights and remedies are intended to be cumulative and not alternative. The express provisions contained in this Lease as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to the Landlord by statute or common law.

## **Article 14 - General**

### **14.1 Entry**

Provided that the Tenant has not exercised any option to extend this Lease as provided herein, the Landlord shall be entitled, at any time during the last nine (9) months of the Term:

- (a) without notice to or consent by the Tenant, to place on the exterior of the Premises the Landlord's usual notice(s) that the Premises are for rent; and
- (b) on reasonable prior notice, to enter on the Premises during normal business hours for the purpose of exhibiting same to prospective tenants.

The Landlord may enter the Premises at any time during the Term, on reasonable notice, for the purpose of exhibiting the Premises to prospective Mortgagees and/or purchasers, or for the purpose of inspecting the Premises. The Landlord shall have the right to place on the Premises a "for sale" sign of reasonable dimensions.

### **14.2 Force Majeure**

Notwithstanding any other provision contained herein, in the event that either the Landlord or the Tenant should be delayed, hindered or prevented from the performance of any act required hereunder by reason of any unavoidable delay, including strikes, lockouts, unavailability of materials, inclement weather, acts of God or any other cause beyond its reasonable care and control, but not including insolvency or lack of funds, then performance of such act shall be postponed for a period of time equivalent to the time lost by reason of such delay. The provisions of this Section 14.2 shall not under any circumstances operate to excuse the Tenant from prompt payment of Rent and/or any other charges payable under this Lease.



### **14.3 Effect of Waiver or Forbearance**

No waiver by any party of any breach by any other party of any of its covenants, agreements or obligations contained in this Lease shall be or be deemed to be a waiver of any subsequent breach thereof or the breach of any other covenants, agreements or obligations, nor shall any forbearance by any party to seek a remedy for any breach by any other party be a waiver by the party so forbearing of its rights and remedies with respect to such breach or any subsequent breach. The subsequent acceptance of Rent by the Landlord shall not be deemed a waiver of any preceding breach by the Tenant of any term, covenant or condition regardless of the Landlord's knowledge of such preceding breach at the time of the acceptance of such Rent. All Rent and other charges payable by the Tenant to the Landlord hereunder shall be paid without any deduction, set-off or abatement whatsoever, and the Tenant waives the benefit of any statutory or other right in respect of abatement or set-off in its favour at the time hereof or at any future time.

### **14.4 Notices**

Any notice, delivery, payment or tender of money or document(s) to the parties hereunder may be delivered personally or sent by prepaid registered or certified mail or prepaid courier to the address for such party as set out in Section 1.1(a), (b) or (c), as applicable, and any such notice, delivery or payment so delivered or sent shall be deemed to have been given or made and received on delivery of same or on the third business day following the mailing of same, as the case may be. Each party may, by notice in writing to the others from time to time, designate an alternative address in Canada to which notices given more than ten (10) days thereafter shall be addressed.

Notwithstanding the foregoing, any notice, delivery, payment or tender of money or document(s) to be given or made to any party hereunder during any disruption in the service of Canada Post shall be deemed to have been received only if delivered personally or sent by prepaid courier.

### **14.5 Registration**

Neither the Tenant nor anyone on the Tenant's behalf or claiming under the Tenant (including any Transferee) shall register this Lease or any Transfer against the Premises. The Tenant may register a notice or caveat of this Lease provided that: (a) a copy of the Lease is not attached; (b) no financial terms are disclosed; (c) the Landlord gives its prior written approval to the notice or caveat; and (d) the Tenant pays the Landlord's reasonable costs on account of the matter. Upon the expiration or earlier termination of the Term, the Tenant shall immediately discharge or otherwise vacate any such notice or caveat.

### **14.6 Number, Gender, Effect of Headings**

Words importing the singular number only shall include the plural and *vice versa*, words importing the masculine gender shall include the feminine and neuter genders, and words importing

persons shall include firms and corporations and *vice versa*. The division of this Lease into Articles and Sections and the insertion of headings are for convenience of reference only, and shall not affect the construction or interpretation of this Lease.

#### **14.7 Severability, Subdivision Control**

If any Article or Section or part or parts of an Article or Section in this Lease is or is held to be illegal or unenforceable, it or they shall be considered separate and severable from the Lease and the remaining provisions of this Lease shall remain in full force and effect and shall be binding on the Landlord and the Tenant as though such Article or Section or part or parts thereof had never been included in this Lease. It is an express condition of this Lease that the subdivision control provisions of the applicable provincial legislation be complied with, if necessary. If such compliance is necessary, the Tenant covenants and agrees to diligently proceed, at its own expense, to obtain the required consent, and the Landlord agrees to cooperate with the Tenant in bringing such application.

#### **14.8 Entire Agreement**

There are no covenants, representations, warranties, agreements or other conditions expressed or implied, collateral or otherwise, forming part of or in any way affecting or relating to this Lease, save as expressly set out or incorporated by reference herein, and this Lease constitutes the entire agreement duly executed by the parties, and no amendment, variation or change to this Lease shall be binding unless the same shall be in writing and signed by the parties.

#### **14.9 Successors and Assigns**

The rights and liabilities of the parties shall ensure to the benefit of their respective heirs, executors, administrators, successors and assigns, subject to any requirement for consent by the Landlord hereunder.

#### **14.10 Confidentiality and Personal Information**

- (a) The contents, terms and conditions of this Lease shall be kept strictly confidential by the Tenant. The Tenant shall not, under any circumstances, discuss or reveal the details of this Lease with any arm's-length parties including, but not limited to, any prospective tenants, real estate agents or others, except the Tenant's legal and financial advisors, any *bona fide* Transferee, and except as may be required by law.
- (b) Any Tenant that is an individual person consents to the collection and use of their personal information, as provided directly or collected from third parties, for the purposes of the Landlord considering the Tenant's offer in respect of this Lease and determining the suitability of the Tenant, as applicable, (both initially and on an on-going basis), including the disclosure of such information to existing and potential lenders, investors and purchasers.

SIGNED, SEALED, AND DELIVERED this 15th day of July, 2019.

**THE CORPORATION OF THE TOWNSHIP OF NORTH HURON**

\_\_\_\_\_  
Bernie Bailey, Reeve

\_\_\_\_\_  
Carson Lamb, Clerk

We have the authority to bind the Corporation.

\_\_\_\_\_  
\_\_\_\_\_  
Witness

**BLYTH CENTER FOR THE ARTS**

\_\_\_\_\_  
Rachael King, General Manager

**SCHEDULE "A"**  
**LEGAL DESCRIPTION**

PLAN 168, LOT 10, PART LOT 9 WITH ROW SUBJECT TO EASEMENT

**SCHEDULE "B"**  
**EXTENSION RIGHTS**

- (a) Provided that the Tenant is not in default under this Lease, the Tenant shall have the option exercisable on no less than six (6) and no more than twelve (12) months' written notice to the Landlord prior to the expiry of the Term to extend the Lease with respect to the Premises for one
- (b) additional term of 5 years (the "Extended Term") on the same terms and conditions with no further right to extend the Term

**SCHEDULE "C"**  
**CONDITIONS FOR USE OF THE PREMISES**

The Landlord and Tenant agree that the following conditions are to form part of the arrangement between the Tenant and other parties for extended use and rental of the building and, as such form part of this Lease Agreement:

**1. General Conditions**

A Committee will be formed for purposes of building oversight, planning and input regarding the use of the premises, such Committee to consist of:

- (a) One member appointed by the Landlord.
- (b) One member appointed by the Blyth Festival
- (c) One member appointed by the Blyth Festival Art Gallery
- (d) One Member appointed by the Blyth Festival Orchestra
- (e) One Member appointed by the Blyth Festival Singers.
- (f) One member appointed by the Blyth Legion Branch 420.
- (g) One member appointed by the Blyth Legion Ladies Auxiliary.

In any case where the Committee is unable to come to a resolution on an issue, the decision of the Council for the Township of North Huron will be final.

The following terms will form part of any rental or lease agreement between the Tenant and the following named parties who shall be afforded preference for the use of the premises:

**General**

- (h) The Tenant will provide to the Landlord on an annual basis inventories of the building contents and summaries of any equipment stored or used in the building owned by another party.
- (i) The Tenant will provide to the Landlord by March 1<sup>st</sup> of each year, annual building maintenance summaries and generator inspections with proof of copies of certificates of inspection from TSSA, ESA or any governing inspection authority.
- (j) The Tenant will be responsible for the marketing of the facility to maximize usage of the community space and growth opportunities for Cultural Development of the region.
- (k) The Tenant will obtain from all sub-tenants or renters proof of the required liability insurance for their rental for the required limits. The Landlord, from time to time, may change the limit requirements.
- (l) The Tenant will be responsible for the overall building management of the facility and will remain the first point of contact for the Landlord, regardless of who is using the

space or any sub-lease that may be in place. The Tenant shall not enter into a building management agreement with another party without prior written approval of the Landlord.

- (m) The Liquor License for the property will be held by the Tenant and will be a service extended to other stakeholders of the building. The Liquor License will be managed to the mutual benefit of all the stakeholders.
- (n) The name of the building Blyth Memorial Community Hall shall not change. The exterior signage of the building shall remain intact.
- (o) Naming rights of the building spaces requires final approval of the Landlord. Requests will not be unreasonably withheld.

Blyth Legion Branch 420 and Legion Ladies Auxiliary

- (a) The Blyth Memorial Community Hall was erected in 1920 as a living cenotaph. The theatre space has traditionally been the space reserved for memorial artifacts. This will continue to be the intentions going forward for this space. The name Blyth Memorial Hall (the theatre) will not be changed without written authorization from the Blyth Legion Branch 420 and Legion Ladies Auxiliary.
- (b) The memorial artifacts displayed in the theatre have primary and alternate designated locations reserved in the hall. These may not be removed, changed, or altered without prior written permission from the Blyth Legion Branch 420 and the Legion Ladies Auxiliary. If for any reason these organizations no longer exist or operate in Blyth, authority will be deferred to the Landlord. These artifacts remain the property of the Blyth Legion Branch 420 and Legion Ladies Auxiliary and they are responsible for upkeep, maintenance or replacement of these artifacts.
- (c) The Blyth Legion Branch 420 and the Legion Ladies Auxiliary have exclusive use of Blyth Memorial Hall on November 11 of each year to host Remembrance Day Services. This will be provided for this purpose at no rent.
- (d) The Blyth Legion Branch 420 and the Legion Ladies Auxiliary celebrate Cenotaph day each July 28. This is hosted as an outdoor event at the site. The Tenant will coordinate the facility schedule to accommodate this event. This outdoor space will be made available for this community event rent free.
- (e) The flag for the outdoor flag pole is supplied by the Legion and Legion Ladies Auxiliary. The Tenant will be responsible for ensuring that the flag is maintained on the pole.
- (f) The wreath for the east side of the building next to the Memorial Hall doors is supplied by the Legion and Legion Ladies Auxiliary. This group is responsible for the maintenance, replacement and installation of this wreath.

**SCHEDULE "D"**  
**LIGHT FIXTURES AND ELECTRICAL COMPONENTS**  
**OWNED BY THE LANDLORD**

<b>Item</b>	<b>Quantity</b>	<b>Serial No.</b>
Digico S21 Digital Console	1	212842-1605
Xilica Rio R1616-NX - 2RU Rack Mount 16x16 Dante interface with XLR	1	150903409
Digico Dante Module - 64 Channels - MOD-DMI-DANTE	1	ASH224501
Gator Tour Style Rack Case - 4 space - 13" rack depth	1	
QSC QSYS Core IIOF Processor	1	(21)071621427
QSC QSYS I/O Frame - 4 card slots	1	(21)C01170611
QSC QSYS CDN64 Dante bridge card	1	031606192
QSC QSYS Blank Card for QSYS cores - CB-KIT	3	
QSC TSC-3 QSYS 3.5" touch screen, powered vid PoE, White	2	071624797
		071624792
QSC TSC-3 QSYS 3.5" touch screen, powered vid PoE, Black	1	061616603
QSC TSC-7W Wall Mount QSYS 7" touch screen, powered via PoE, Black	1	XGGYO0011
Audio Technica ES935ML6 Condenser Gooseneck Mic	2	
Custom wall plate with on/off toggle	5	
AKG D 58 E Paging Mics	4	
AKG ES935ML6 Booth Paging Mic	1	
QSC CXD4.SQ - Four-channel amplifier to integrate with QSYS	3	(21)C03174706
		(21)C03174710
		(21)C0517B296
QSC CXD4.3Q - Four-channel amplifier to integrate with QSYS	1	(21)101607529
D-Link 10-port POE smart switch - DGS-1210-IOP	1	S3401GC000344
D-Link 28-port POE smart switch - DGS-1210-28P	2	S30R1G8000421
		S30R1G8000422
Engenius EAP600 Wi-Fi Access point	2	16A237685
		16A237686
Cisco Rv130 Vpn Router - 5 Ports - Slots gigabit Ethernet	1	CCQ2047030R
QSC AD-S4T - 4", 2-way, surface mount loudspeaker (priced and sold in pairs) White	5	MJGOR0416
		MJGOR0431
		MJGOR0434
		MJGOR0435
		MJGOR0444
		MJGOR0445
		MJGOR0446
		MJGOR0447
		MJGOR0449
		MJGOR0450
QSC AD-S4T - 4", 2-way, surface mount loudspeaker (priced and sold in IPairs) Black	12	MBGOR0449
		MBGOR0456
		MAFOR1858
		MAFOR1863
		MBGOR0114
		MBGOR0128
		MBGOR0129
		MBGOR0126



		MBGOR0143
		MBGOR0155
		MBGOR0144
		MBGOR0151
		MGGOR0280
		MGGOR0302
		MHFOR0857
		MHFOR0865
		MHFOR0873
		MHFOR0875
		MHFOR0879
		MHFOR0878
		MHFOR1026
		MHFOR1047
		MHFOR0434
		MHFOR0439
QSC AD-C6T-LP -6.5" low profile ceiling loudspeaker (priced and sold in pairs)	8	MJGAP0431
		MJGAP0433
		MJGAP0563
		MJGAP0565
		MJGAP0666
		MJGAP0760
		MJGAP0763
		MJGAP0764
		MJGAP0772
		MJGAP0777
		MJGAP0778
		MJGAP0779
		MJGAP1591
		MJGAP1593
		MJGAP1596
		MJGAP1601
QSC AD-C4T-LP -4" low profile ceiling loudspeaker (priced and sold in pairs)	4	MFGAM0111
		MFGAM0112
		MFGAM0114
		MFGAM0115
		MFGAM0116
		MFGAM0118
		MFGAM0119
		MFGAM0150
QSC AD-P4T-* -4", 2-way, pendant loudspeaker	10	MIGAR0022
		MIGAR0039
		MIGAR0040
		MIGAR0046
		MIGAR0051
		MIGAR0058
		MIGAR0062
		MIGAR0066
		MIGAR0079
		MIGAR0091
Lowell Decora Wall-Mount Volume Control 100W -WHITE -	6	

100LV C-DW		
Lowell Decora Wall-Mount Volume Control 100W -BLA CK - 100LV C-DB	3	
Fulcrum Acoustics GX1277	2	817012961
		817012962
Fulcrum Acoustic ultra compact dual 12" direct radiating subwoofer	1	817012960
SPEAKER YOKES WITH HALF CHEESE - POWDER COAT BLACK	2	
QSC K8 Active Loudspeaker - 2-way 1000W 105deg Compact Speaker	2	GLG520021
		GLG520012
QSC K8-YOKE - Powder coated steel yoke for suspension of K8	2	
Light Source Mega Coupler 1/2 Coupler - BLACK	2	
dB Technologies - FLEXSYS FM10 - Coaxial Active 10"/1" Active Stage Monitor	2	L402000609
		L402000614
Middle Atlantic SR-40-32 - Swinging Wall Rack (Booth Main Rack)	1	
Middle Atlantic Large Perforated front door - 40 RU for ERK rack	1	
Middle Atlantic - MMR-1020 - Wall Rack (Gallery and Lower Hall Racks)	2	
Middle Atlantic - PIVOT-MMR-10 - Pivot Wall Mount Option	2	
Middle Atlantic - EVFD-10 - Vented Front Door, 10RU Racks	2	
Middle Atlantic - QFP-1 - Fan Panel, 50 CFM, Anodized	2	
Middle Atlantic - UPS-SIOOOR -1000VA/600W - Back-up Battery Power Supply	2	
Middle Atlantic - UPS-S2200R - 2200VA -Back-up Battery Power Supply	1	
Middle Atlantic - PDS-1620R-NS Multi-Mount Rackmount Power	3	
Middle Atlantic - PD-2015R-HH-NS Rackmount Power	3	
SurgeX SEQ Programmable Sequencer/ Surge Eliminator Power Conditioner	1	
AVL Panels - Custom plate	5	
Intercom Panels - Custom single gang plate	6	
Shure SM58-LC Cardioid dynamic microphone	2	2QB0304733
		2QB0304745
Shure Handheld system with BLX2/B58 handheld with BETA58A	1	3PH0258282
NXX-6	1	
NXX-15	2	
NXX-25	2	
SB-5 Laptop Interface	1	
Dante audio network (Dante ports throughout theatre)		
Program Sound and Booth Paging		
QSC QSys Core 110f Digital Signal Processor – Mains and building feeds tuning pre-programmed		
<b>Item: Lighting</b>		
ETC S4LEDS2LS-O - LED Profile Fixture - Edison	4	510436862
		510436863
		510436864
		510436867
ETC 42550LT - 25-50Q Zoom lens tube with lens installed	2	

ETC 436EDLT - 36Q EDLT Lens tube with lens installed	2	
ETC COLORSOURCE PAR - LED Wash Fixture - Edison	8	421003644
		421003646
		421003653
		421003654
		421003655
		421003656
		421003657
		421003659
D40 Medium Round Diffuser - Used with ColorSource Par Fixture	8	
ET400CC C-CLAMP	8	
Black Safety Cable -1/8 X 30" BLACK GALVANIZED RESTRAINT CABLE	12	
DMX5-10	10	
DMX5-25	2	
PPU-1403-10	10	
PPU-1403-25	2	
PPP-1403-6	4	
PPP-1403-10	8	
ETC PARADIGM Control Package:		
- ERn2-W-120 ERn Control Enclosure, 2 module, rackmount	1	448422837
- Paradigm Architectural Control Processor	1	445013916
- P-SPM Paradigm Station Power Module	1	446101942
- UH10001-1F Unison Heritage 1 button station ON/OFF Faceplate	6	
- (2) UH10001 Unison Heritage 1 button Electronics	6	
- (4) N3T2G-2F Net3 Touring Two Port DMX/RDM Output Gateway	4	444339318
		444339319
		444339324
		444339341
ETC SENSOR3 DIMMER RACK Package:		
- SR3-24 Sensor3 - 24 modules enclosure	1	33813
- CEM3 Sensor3 Control Electronics Module	1	282018692
- (2) ELVIO-S IOA Dual Reverse Phase Dimmer Module	2	
- (10) TR20SAF Thru Power, 2.4kw dual module 350ms, AF	10	
- (5) R20 Relay	5	
- (7) AFM Air Flow Module	7	
9102C-OU ETC Surface mount outlet box, 2 x L5-20 Twist-lock with offset u-bolt kit	6	
9102A-OU ETC Surface mount outlet box, 2 x Edison with offset u-bolt kit	5	
9802A ETC Wallplate (dual gang), 2 x Receptacle Edison (Onstage)		
DGS-1210-28P D-Link 28-port POE smart switch	2	
ETC RSN-TERM Response 4-port Gateway	1	4444640061
ETC N3GA-RM Gateway Rack Mount Kit	1	
109 2.4kw dimmers available in FOH/onstage grids		
12 relays across FOH/onstage		
Lighting network (Net3) ports with PoE enabled throughout theatre		
Rami Pendant	5	
Foyer Chandelier	1	
Ushio 17W Uphoria 3 LED BR40, WFL112, WW 3000K, 80+CRI	9	

Ushio 17W Uphoria 3 LED PAR38, FL40, WW 3000K, 90+CRI	4	
Source 4WRD Light Enhance w/ Barrel – Black	8	
ETC Series 2 Tungsten HR – Black EDISON Connectors	4	
ETC 36 Lens Tube Black	7	
QSC 2-Way 2000W Powered Speaker 90 degrees Axisymmetric 10/1.4 Drivers	2	
ETC Series 2 Tungsten HD Black EDISON Connector	3	
Rosco I-Cue Intelligent Mirror – Fits on ETC Source4, Altman Shakespeare, Strand SL, Selecon Pacific	3	
Rosco DMX Iris – Fits on ETC Source4, Selecon Pacific	3	
Rosco Power Supply Unit-PSU-200 (Powers I-Cues, Scrollers, Chroma-Q Black)	1	
K&M Black Microphone Stand w/Telescopic Boom Arm	6	
OnStage Stands Kick Drum/Amp Mic Stand w/Fixed Boom	1	
OnStage Stands Drum/Amp Mic Stand – Tripod Base & Telescopic Boom	4	
Shure Instrument Microphone 3 pack – Cardioid	1	
Radial Passive DI for high output acoustic, guitar bass and keyboards	4	
R1616-NK – Xilica Rio – 2RU 19" Rack mount – 16x16 Dante/Analog I/O interface with front panel XLR	1	
Tascam Professional Single CD Player w/Bluetooth	1	
<b>Item: Video</b>		
101782-QL Draper Targa - Motorized Screen - 120" x 192" viewing area	1	
Christie One Rigging Frame (Steel, 89 lbs), HS, H Series, Q Series	1	
LW502 (White) 3LCD, WXGA, 5000lm with 1.65-2.15:1 lens	2	F6H30W00148
		F6J30W00229
False Ceiling FTP-FCTAW-QL Projector Mount Bundle with nipple	1	
139041-QL Draper Access/Series E - 72 1/2" x 116" viewing area	1	
WP-580T Kramer WP-580T Active Wall Plate - HDMI over HDBaseT	1	08160015400060
230139 Draper Traveller - Portable Screen 50" x 80" viewing area	1	
Kramer VP-558 - 1lx4:2 Presentation Boardroom Router / Scaler	1	09160043600043
Kramer WP-580T Active Wall Plate - HDMI over HDBaseT Transmitter	1	10150013600015
Kramer PT-580T - 4K UHD HDMI over Twisted Pair HDBaseT Transmitter	2	05160605200081
		05160586100218
Kramer TP-580R - HDMI over HDBaseT Receiver	2	08160699007010
		08160699006974
C-HM/HM/PR0-3	7	
C-HM/HM/PR0-15	4	
C-HM/HM/PR0-35	3	
40010 Cables To Go - VGA TO HDMI ADAPTER CONVERTER	1	
40714 Cables To Go - PRO HDMI TO VGA AND AUDIO ADAPTER	1	
Cat 6 Patch Cable with Molded RJ45 Connectors - 1 ft. - Red	20	
Cat 6 Patch Cable with Molded RJ45 Connectors - 1 ft. - White	20	
Cat 6 Patch Cable with Molded RJ45 Connectors - 1 ft. - Yellow	20	

Christie Digital Projector	1	
0.84-1.02:1 Zoom Lens (Full ILS) – MEDIUM THROW		
1.2-4.0:1 Zoom Lens (Full ILS) – SHORT THROW		
2.0-4.0:1 Zoom Lens (Full ILS) – LONG THROW		
HDBaseT video patch ports through the theatre		
<b>Item: Wireless Intercom</b>		
MB300ES Base Station with (2) AA battery sleds, (2) antennas, cable	1	43V09557
Clear-com / RTS 4-wire Interface with Call Signal	2	11VC1174
WH301 All-In-One Wireless Headset with two BATSO batteries	2	12W07340
		12W07341
BP300 Beltpac with battery and pouch	2	19V11146
		19V11157
CC15 Single muff noise-cancelling headset with 4-pin DIN	2	N12V0265
		N12V0357
MD-XLR4M Adapter cable	2	
Pro Intercom HS2 - Flush-mount, single-circuit. Fits 2-gang electrical box	2	
Pro Intercom HH10AB - Handset, black with passive cradle	2	
Clearcom HME ACSO Battery Charger - 4-port quick charger for all-in-one batteries	1	13W06410
Clearcom HME AC040 Battery Charger - 4-port charger for beltpack batteries	1	
30' R-ANT-Kit - Remote Antenna Kit	2	
FOH intercom at back of orchestra		
Intercom ports throughout the building		