



**THIS AGREEMENT** made as of the 30th day of April 2016, in pursuance of the Short Forms of Leases Act.

BETWEEN:

**THE AVON MAITLAND DISTRICT SCHOOL BOARD**

(hereinafter called the “Board”)

OF THE FIRST PART

- and -

**NORTH HURON CHILDREN’S CENTRE**

(hereinafter called the “program provider”)

OF THE SECOND PART

WHEREAS the Board has a classroom(s) intended to accommodate, among other things, a child care program at **Maitland River Public School**, in the Township of North Huron, in the County of Huron, as described in Schedule “A” attached;

AND WHEREAS the Program Provider intends to operate as a Third Party Provider a Child Care program for morning, afternoon or both, or what may be called a “third party program” under the Education Act;

AND WHEREAS the parties hereto intend this agreement to address provision of Day Care Service in that part of the building to be occupied by the Day Care provider, together with certain lands adjacent to the said building to be used as an outside playground area, together with access thereto through the building, from the vehicle drop-off point, all of which is described in Schedule “B” hereto;

AND WHEREAS the Board has agreed to provide the above-mentioned portion of the building and adjacent lands to the Program Provider, and the parties have agreed to enter into this third-party agreement for the provision of Day Care programming;

NOW THEREFORE in consideration of the premises and of the mutual covenants and agreements hereafter contained, the parties agree with each other as follows:

1. The Board hereby leases to the Program Provider that part of the building, and the lands adjacent thereto, as described in Schedule "A" hereto, together with the right of ingress to and egress from the said building over and upon lands of the Board as shown in Schedule "B". The term of this lease shall be for a term of 1 year from the 1<sup>st</sup> day of September, 2016 to and including the 30<sup>th</sup> day of June, 2017.
2. The Program Provider recognizes and hereby acknowledges that the intent of this agreement is for the provision of child care services for young children and for the provision of a third party program recognized by the Ministry of Education in accordance with criteria established by the Education Act, regulations under the Education Act, the Ministry of Education, and the Board.
3. The Program Provider hereby agrees to abide by the criteria for the program of child care services for young children and for the provision of a third party program established by the Education Act, regulations under the Education Act, the Ministry of Education and the Board and that this is acknowledged as a fundamental term of this agreement.
4. It is further recognized that this Agreement will be subject to any amended legislative, regulatory or Ministry requirements in respect of third party programs and that the parties will amend this Agreement in order to ensure compliance with the Education Act, regulations under the Education Act relating to third party programs.
5. It is agreed 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. Without restricting the generality of the foregoing, the parties acknowledge that the Ministry of Education shall be consulted on matters of compliance with the Education Act, regulations under the Education Act relating to third party programs, current models of childcare, funding encouragement, the Day Nurseries Act, and any new directions in childcare.
6. Employees and contractors of third party operators of before and/or after school programs supporting full-day kindergarten (FDK) 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.

7. The Program Provider agrees to co-ordinate its time and days of operation with the Board to ensure the effectiveness of the security system for the premises, and to minimize extra janitorial costs incurred because of operation outside normal school hours.
8. The Program Provider agrees that the sole drop-off point, and sole initial access to the building, shall be from the front entrance of the building, and the Program Provider agrees to cause its staff, the children in its care, and parents or others accompanying the children to use only such access for dropping off and picking up children.
9. The parties agree that the Program Provider shall provide the third party program exclusively through its own employees and contractors and that nothing in this Agreement shall create any relationship of employment or otherwise between the Board and the employees and contractors of the Program Provider who provide the third party program.
10. The Program Provider agrees that the said premises will not be occupied by it or used by it for any unlawful purpose, that the Program Provider will not commit or suffer to be committed any waste upon the demised premises, or do or permit anything to be done which is or results in a nuisance.
11. The Program Provider agrees that it will, at its expense, observe and comply with all governmental requirements (federal, provincial and municipal) with respect to the demised premises and with respect to the operation of a child care centre.
12. The Program Provider agrees that it will obtain, and maintain in force during the term of the lease, all such licenses as may be required for the operation of a child care program in the demised premises, and will provide a copy annually to the Board. Any non-compliance issues will be shared with the Board. As well a copy of all serious occurrence reports will be sent to the Board for awareness.
13. The Board shall provide to the demised premises electricity, water, heat, for that part of the building occupied by the Program Provider. The failure by the Board to provide any of the foregoing by reason of interruption of supply beyond the control of the Board, or because of breakdown of equipment relating to such supply shall not give rise to any claim by the Program Provider against the Board.

14. The Program Provider shall be responsible for payment of all telephone or cable T.V. charges for such services supplied to the demised premises.
15. The Board shall, at the expense of the Program Provider, maintain and keep up that part of the building consisting of the demised premises as well as the adjacent grounds occupied by it including the fence enclosing the said grounds, in good repair and condition, reasonable wear and tear and damage by fire, lightning and acts of God only excepted.
16. The Board covenants and agrees to make all needed repairs and replacements to the demised premises promptly, and of a quality and kind at least equal to the original.
17. Upon termination of this Agreement, the Program Provider shall surrender the demised premises to the Board in the same condition in which they were delivered to the Program Provider at the commencement of the term of this Agreement, reasonable wear and tear and damage by fire, lightning and acts of God only excepted.
18. The Board shall have the right to have the Board's agents enter the demised premises at all reasonable times to inspect the same.
19. During the six (6) months prior to the expiration of the term of this Agreement, or any renewal term, the Board may exhibit the demised premises to prospective Program Providers or occupants.
20. The Board shall, at the Board's expense, keep the building, and the improvements, equipment and fixtures which are the property of the Board in or about the demised premises (other than the Program Provider's fixtures and equipment) insured against loss or damage by fire and such other perils as the Board may reasonably require to be insured against.
21. The Program Provider shall, at its expense, keep in force for its period of occupancy of the demised premises, a policy of general public liability insurance with respect to the demised premises, including the outside playground area and equipment, and all use and occupation thereof by the Program Provider, protecting against all claims for personal injury, death and property

damage in an amount of not less than TWO MILLION (\$2,000,000.00) DOLLARS. The premiums for such policy shall be paid by the Program Provider. The policy shall name the Board as an additional insured, as well as the Program Provider as insured thereunder. The Program Provider shall furnish to the Board forthwith on request copies of such insurance policies.

22. The Program Provider will indemnify the Board and save the Board harmless from any and all claims, demands, actions, damages, costs, expenses, and liability in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the demised premises or any part thereof, or occasioned wholly or in part by any act or omission by the Program Provider or the Program Provider's agent, contractors, employees or servants.
23. In case the Board shall be made a party to any litigation commenced by or against the Program Provider, with respect to the use and occupation by the Program Provider of the demised premises, the Program Provider shall save the Board harmless therefrom, and shall pay all costs and expenses (including legal costs) incurred or paid by the Board in connection with such litigation.
24. If during the term hereof, or any renewal or extension thereof, the building in which the demised premises are situate shall be destroyed or damaged in a manner for which the Program Provider is not responsible to repair, the Board may forthwith terminate this Agreement.
25. The Program Provider shall not make any structural alterations or additions to the demised premises without the prior written consent of the Board. If any such alterations or additions are approved by the Board and undertaken by the Program Provider, the Program Provider shall only commence such work after all necessary municipal or other governmental permits and authorizations have been obtained. Such work shall be completed in a good and workmanlike manner, within a reasonable time, and without interfering with the use and occupation of the remainder of the building in which the demised premises are situate by its other occupant(s). Such work shall be done in compliance with all applicable by-laws and federal, provincial and municipal legislation.
26. The Program Provider may, during the term of this Agreement, remove its fixtures from the demised premises so long as the Program Provider repairs any damage caused to the demised

premises by such removal. The right to remove Program Provider's fixtures as aforesaid shall not extend to light fixtures, or to alterations, additions and improvements to the demised premises which are attached to walls, floors or ceilings, including tile, carpet or other floor covering which may be cemented or otherwise affixed to the floor of the premises, or to any paneling or other covering affixed to the walls thereof, all of which shall remain upon the demised premises and become the property of the Board at the expiration or other termination of this Agreement.

27. The Program Provider shall not assign this Agreement or sublet the whole or any part of the demised premises except with the prior written consent of the Board, which consent may not be unreasonably withheld.
28. If upon the termination of this Agreement or any renewal thereof by effluxion of time, the Board permits the Program Provider to remain in possession of the demised premises, the Program Provider shall be deemed to be a monthly Program Provider only, subject in all respects to the provisions of this lease.
29. The Board covenants with the Program Provider that upon the Program Provider duly keeping, observing and performing the covenants, agreements and conditions herein contained, the Program Provider shall and may, subject to all the terms of this lease, peaceably possess and enjoy the demised premises for the term hereby granted without hindrance, interruption or disturbance from the Board.
30. The Board shall have the right to terminate this Agreement at any time during the term hereof upon giving the Program Provider written notice at least six (6) months prior to the anniversary date of this lease (September 1), in which case this lease shall terminate on such anniversary date.
31. In the event that there are differences among the parties hereto with respect to the meaning or interpretation of this Agreement or its application to the parties, any party hereto may submit the matter in dispute to arbitration under the provisions of the *Arbitration Act* of Ontario.
32. No covenant, term or condition of this Agreement shall be deemed to have been waived by the Board for any reason unless such waiver is in writing executed by the Board.

33. There is no covenant, promise, agreement, representation, warranty, condition or understanding between the Board and the Program Provider concerning the demised premises other than as are herein set forth.
34. Except as otherwise provided herein, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the Board or the Program Provider unless in writing executed by the Board and the Program Provider.
35. Any notice, demand or request to be given under this Agreement may be served personally, in which case it shall be deemed to have been served on the date of such service, or may be mailed by prepaid registered post addressed to the other parties at the addresses hereafter set forth, in which case such notice shall be deemed to have been given on the fourth day following the date of mailing as aforesaid.
36. The addresses of the parties hereto are as follows:
- The Avon Maitland District School Board  
62 Chalk Street North  
Seaforth, ON NOK 1W0
- Attention: Director of Education or designate
- Township of North Huron  
274 Josephine Street  
P.O. Box 90  
Wingham, ON N0G 2W0
- Attention: designate
37. No sign of the Program Provider shall be displayed on the building or on the grounds comprising the demised premises without the prior written consent of the Board. It shall be the responsibility of the Program Provider to ensure that any sign that is displayed complies in all respects with applicable municipal by-laws and regulations.

38. If any term of this Agreement shall be found by a court of competent jurisdiction to be invalid or unenforceable, such term shall be severable, and the remainder of this lease shall be valid and enforceable in accordance with its terms.
39. This lease shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties have executed this Agreement.

SIGNED, SEALED AND DELIVERED

In the presence of:

THE AVON MAITLAND  
DISTRICT SCHOOL BOARD

Per:

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Director of Education or designate

**NORTH HURON CHILDCARE  
CENTRE**

Per:

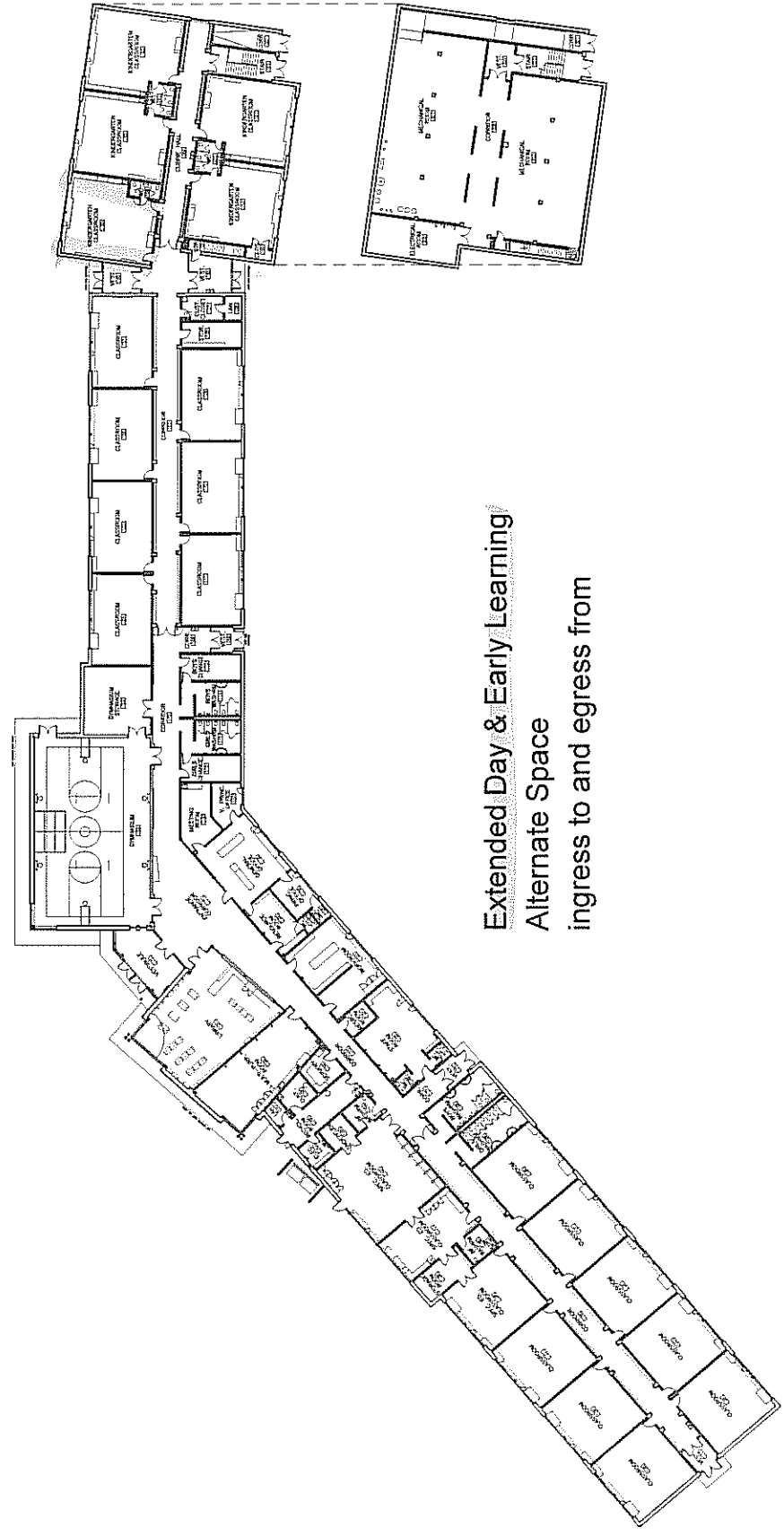


NOTES:

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

Schedule A

Schedule B



Extended Day & Early Learning  
Alternate Space  
ingress to and egress from

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 XXXXXX	IDENT No. XXXXXX
DRAWING TITLE:	FLOOR PLAN	
REVISION DATE:	OCTOBER 04, 2013	
GROSS FLOOR AREA:	C - 46,235.08 SF (4,295 SM)	B - 7,513.74 SF (698 SM)





THIS LEASE AGREEMENT made as of the 1<sup>st</sup> day of September 2016.

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 classrooms and to provide access to the gymnasium thereto in order that the Tenant may carry out such uses.

**DEFINITIONS:**

"Leased Premises" shall mean one 1,014 sq. ft. room known as room 1.50 (multi purpose room) and one 750 sq. ft. room known as room 1.41 (spec ed life skills). Alternate licensed space will be rooms 1.38 and 1.42.

**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, 2016 through to June 30, 2017. 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) 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;
- (c) 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;

- (d) 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;
- (e) to be responsible for all janitorial service to the interior of the Leased Premises as may be required for the operation of a service under the Day Nurseries Act;
- (f) 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;
- (g) 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;
- (h) 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.
- (i) to follow the school safety guidelines (OPHEA) when using the gym;
- (j) 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.
- (k) to provide the Landlord with a copy of all serious occurrence reports that are filed.
- (l) 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.

## 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 lands of the Landlord;
- (e) to be responsible for all costs of servicing and utilities for the building on the Leased Property;
- (f) twice a year (Christmas and Summer Break), the floor will be scrubbed and new wax will be applied.

3. Provisos

Provided always and it is agreed:

- (a) That either party to this lease may terminate the lease on six month's written notice to the other party.
- (b) 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.
- (c) 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 A joint committee involving the Parties to this Agreement will communicate annually 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 )

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**THE AVON MAITLAND DSB**



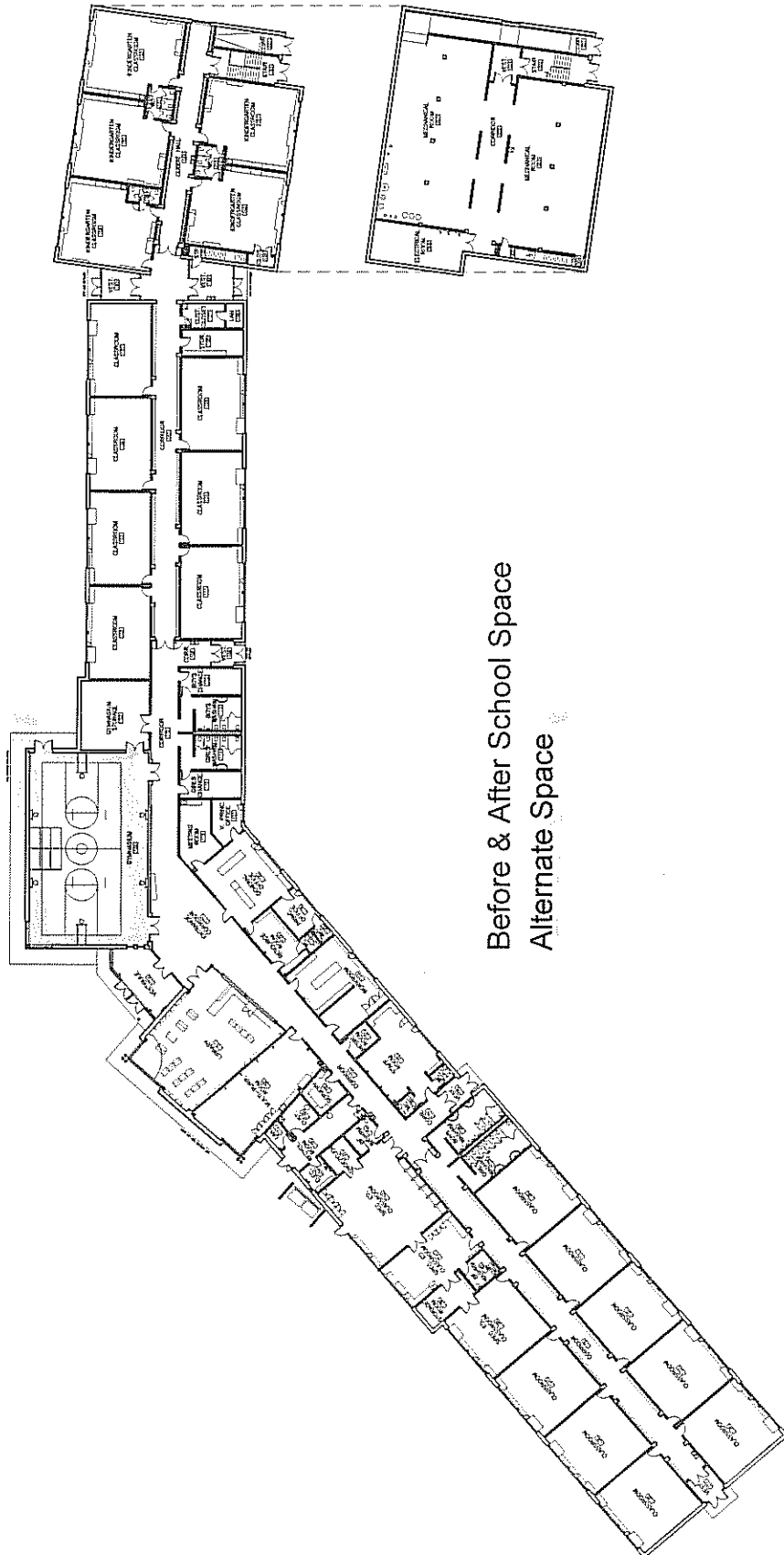
**NORTH HURON CHILDCARE  
CENTRE**

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Before & After School Space  
Alternate Space

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# MAITLAND RIVER ELEMENTARY SCHOOL

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