

THIS AGREEMENT made this 18th day of February, 2020

BETWEEN: (LANDLORD)

THE TOWN OF VAUXHALL, a Municipal Corporation located at 223 5th Street in the Town of Vauxhall in the Province of Alberta (hereinafter referred to as the "Town")

OF THE FIRST PART

- AND-

(TENANT)

THE VAUXHALL & DISTRICT CURLING CLUB, Box 726, Vauxhall, Alberta T0K 2K0 which carries on its operations in the Town of Vauxhall, in the Province of Alberta (hereinafter referred to as the "Club")

OF THE SECOND PART

WHEREAS the Town is a registered owner of the land and improvements known as the Vauxhall Community Complex located at 417-4th Street N. Vauxhall, Alberta which includes a portion known as the curling rink that consists of four sheets of curling ice, lobby, men's and women's washroom/locker rooms, office and upstairs lounge (hereinafter called "the Premises").

WHEREAS the Club wishes to lease these facilities for curling for the use of its members and guests;

WHEREAS the Town and the Club wish to clarify the obligations and responsibilities of each party hereto;

WHEREAS the Town agrees to lease this portion of the Community Complex to the Club which is to be used for curling and its related activities under the following conditions:

1) Lease Area

The Lease area is the west end portion of the Vauxhall Community Complex also known as the Curling Rink which consist of four (4) sheets of Curling Ice, Lobby, Washrooms, Locker Rooms, Office and Upstairs Lounge ("the Premises").

Curling Ice will not be available to the Club during the months of April through October 14th unless mutually agreed by both parties.

2) Term

This Agreement is entered into with the Town of Vauxhall and the Vauxhall and District Curling Club for a term of Sixty one (61) months, for the period of March 1, 2020 through March 31, 2025.

3) Ice Plant Operation

Subject to unforeseeable or reasonable periods of interrupted operation for service, maintenance or repair, the Town agrees to have the artificial ice plant that services the Premises in operation for the curling season as per agreement term.

In the event that the ice plant or surfaces become compromised by actions of the Town or the Club, the actions will be discussed and ceased as required.

4) Insurance and Indemnity

The Club agrees to carry a minimum of two million (\$2,000,000.) dollars Comprehensive General Liability Insurance at all times during the term of this Lease in addition to an adequate policy of Tenants Legal Liability Insurance.

The Club agrees to submit a certificate of insurance to the Town upon execution of the Lease. The Club furthermore agrees to supply the Town with any renewals or changes that may take place thereafter during the term of this lease.

The Club agrees to add the Town as an "Additional Insured" under the Club's comprehensive general liability policy, with respect to the lease agreement, with thirty (30) days notice of cancellation or material change, and show proof of such on the certificate on insurance.

The Club agrees to indemnify and hold harmless the Town for any and all liability arising out of the Club's use or occupation of the Leased premises.

5) The Club and the Town further agree to the following:

- a.) To accept the facility as it has been planned and developed and that no major changes will take place without written approval from the Town. Any alterations or additions to the structure including walls, building additions, mechanical equipment, plumbing, electrical, fixtures and carpeting shall become the property of the Town.
- b.) The Town will maintain the utility lines into the premises of the building. The Town will be responsible for the upkeep of the structure of the building including the roof, main walls, external windows, doors and floors, lobby furnace, hot water tank.
- c.) The Town will provide electric, natural gas, water and sewer utility services.
- d.) The Town will operate the ice plant.
- e.) The Club will provide and maintain the movable equipment to operate the facility. These shall include: club owned equipment including but not limited too tools, furniture, heaters within the arena, floor coverings and interior finishes, plumbing and electrical, light bulbs, paper products, cleaning supplies and staffing.
- f.) The Club shall not permit the temperature in the ice surface area to exceed three (3) degrees Celsius during plant operation.
- g.) The Club agrees to turn ice surface heaters off when arena is not in use.

- h.) The Club shall notify the Town of maintenance and breakdowns before repairs are undertaken.
- i.) The Club acknowledges the right of the Town to install cameras for the sole purpose of building security.
- j.) The Club is to encourage and assist members of the Community to participate in the activities of the Curling Club non-discriminately.
- k.) The Club is to encourage and allow access to the Schools to participate in curling and school related activities.

6) Payment

The Club agrees to pay to the Town of Vauxhall annual lease payment of **\$1.00** plus GST.

- a) The Club agrees to pay all utilities associated to the operation of the curling rink, which includes Natural Gas and Power.
- b) The Club agrees to pay Power as charged, from the designated curling meter.
- c) The Club agrees to pay Natural Gas as charged, from the designated curling meter.
- d) The Club agrees to pay Power as charged on the arena compressor meter at a ratio calculated by comparing brine pump hours between curling rink and skating rink.
- e) Payment Shall Be Due Upon Receipt
- f) Late fees will apply as per current Town of Vauxhall Rate Bylaw

7) Default

If default shall at anytime be made by the Club in payment of lease and utility fees when due to the Town as herein listed, and if said default continues for fifteen (15) days after written notice thereof shall have been given to the Club by the Town, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by the Club, and such default shall continue for thirty (30) days after notice thereof in writing to the Club by the Town without correction thereof then having been commenced and thereafter diligently prosecuted, the Town may declare the term of this lease ended and terminated. The Club shall be given written notice of such intention, if possession of the Leased Premises is not surrendered; the Town may enter said premises and take all steps necessary to have the Club removed from the Premises.

8) Default

If default shall at anytime be made by the Club in payment of lease and utility fees when due to the Town as herein listed, and if said default continues for fifteen (15) days after written notice thereof shall have been given to the Club by the Town, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by the Club, and such default shall continue for thirty (30) days after notice thereof in writing to the Club by the Town without correction thereof then having been commenced and thereafter diligently prosecuted, the Town may declare the term of this lease ended and terminated. The Club shall be given written notice of such intention, if possession of the Leased Premises is not surrendered; the Town may enter said premises and take all steps necessary to have the Club removed from the Premises.

8.) Utility Provider

The Towns chosen utility provider shall prevail and be uncontested by the Club.

9.) Damage

All damages created, caused or borne by either party shall be the full responsibility of said party.

10.) Lounge

The Town agrees that the Club has the right to operate the upstairs lounge and to serve alcoholic beverages provided that the provisions of the Alberta Gaming and Liquor Act are complied with at all times.

11.) Janitorial Service

The Club agrees to be responsible for caretaking services along with the responsibility of purchasing all janitorial supplies, the Club further agrees to be responsible for the maintenance of ice.

12.) Maintenance and Repairs

The Club will provide all necessary maintenance and repairs to leased premises damaged or worn through normal occupancy.

The Town will provide all necessary maintenance and repairs to the Ice plant and header system.

Any requests of the Club shall be given to the CAO, and submitted to Council for approval when required.

13.) Sublease

The Club shall not sublease all or any part of the leased premises as described in **Part 1) the Leased Area** without the written consent of the Town. *Rentals for limited events and fundraising for the Club does not constitute a Sublease.*

14.) Entry Rights

The parties agree that the Town or its agents may enter the property without prior notification for emergency, utility inspection and repair purposes, with the exception to scheduled maintenance and repairs. Formal notice shall be given for scheduled maintenance and repairs. Inspections within the curling rink shall follow a schedule as close as possible as provided to the Club.

15.) Health and Safety

The Club shall be responsible to comply with the provisions of the Occupational Health and Safety Act and amendments thereto and regulations thereunder or any successive legislation.

For the purpose of this Agreement, the Club is hereby assigned the role of prime contractor for the Lease Area and is responsible for ensuring compliance with the Occupational Health and Safety Act by all employers and employees on the leased area of the Premises.

The Curling Club will maintain access and egress of all exits. (snow removal of Curling Arena entrances and exits).

The Town will ensure that all alarms and related equipment are maintained and operational, Fire (full Complex) and Ammonia (skating and curling arenas)

At no time will a Curling Club member, or Curling Club staff member be permitted into the mechanical room otherwise known as the compressor room, unsupervised.

16.) Disputes

- a) Should any dispute arise associated with this agreement the Town of Vauxhall and the Club agree the President of the Club and a Town designate will negotiate in a reasonable manner in an effort to resolve such disputes.
- b) Should the parties be unable to resolve the dispute or agree, the Club President may request to sit as a delegation before Council, the decision by Council will be final and binding.

17.) FOIPP

The Club acknowledges and agrees that the FOIPP Act applies to all records relating to, or obtained, compiled, collected or provided to the Town of Vauxhall under or pursuant to this agreement.

18.) Cancellation

If either party decides to cancel this Agreement, a minimum of (3) months notice must be given. Notice must be given by registered letter addressed to the President of the Club or the Chief Administrative Officer of the Town of Vauxhall.

19.)NOTICES

The Parties shall give the other notice pursuant to the Agreement as follows:

Town of Vauxhall

PO Box 509 Vauxhall AB T0K-2K0

Phone: 403-654-2174

cao@town.vauxhall.ab.ca

Vauxhall and District Curling Club

PO Box 726 Vauxhall AB T0K-2K0

vauxhallcurlingclub@gmail.com

IN WITNESS whereof the parties hereto have agreed to this agreement by affixing their signature for the respective parties, the day, month, and year as first written above.

Signed this ___ day of February, 2020

Signed this ___ day of February, 2020

Vauxhall & District Curling Club

Town of Vauxhall

FINAL AGREEMENT RES: 20:58