Town of Huntsville Staff Report

Meeting Date: February 25, 2019  
To: Council

Report Number: CS-2019-07  
Confidential: No

Author(s): Kari Lambe, Director of Community Services

Subject: Huntsville/Lake of Bays Chamber of Commerce Lease

Report Highlights

The Huntsville/Lake of Bays Chamber of Commerce (the Chamber) occupied the office space on the first floor of the Civic Centre from June 2017 to July 2018 at a cost of $300.00 per month. The space was utilized as an operating office including the delivery of tourism services to the community.

As the Chamber continues to finalize a more permanent home they have requested to lease the space again from March 1, 2019 to February 28, 2021 at a cost of $300.00 per month.

Recommendation

That: the Town enter into an agreement with the Huntsville/Lake of Bays Chamber of Commerce for lease space at the Civic Centre from March 1, 2019 to February 28, 2021 at a cost of $300.00 per month plus all applicable taxes;

And Further That: the Mayor and Clerk be authorized to sign all necessary documentation.

Background

In August 2016 Council approved a lease agreement with the Chamber for a small office on the first floor of the Civic Centre (ED-2016-14, 217-16). This was a nine month agreement for $300.00 per month. This lease was extended to June 30, 2018 at which time the Chamber vacated the space at the Town’s request in order to accommodate the Municipal Election.

Discussion

The Huntsville/Lake of Bays Chamber of Commerce is currently working to finalize a permanent home for their office that includes the provision of tourism services. At this time these plans have not been finalized and therefore a short term office is being sought.
The office was for the purpose of operation and delivery of Chamber services as well as providing tourism services to the community. This location was well visited and well received in the community and by visitors. The delivery of tourism services from this location is a natural fit and was highly utilized. Although the Chamber no longer occupies this space the request for tourism services at the Civic Centre continues.

Options

1. Enter into a two year lease agreement for $300.00 per month plus all applicable taxes. **(recommended)**
2. Do not lease the space to the Huntsville/Lake of Bays Chamber of Commerce. **(not recommended)**

Capital

The Huntsville/Lake of Bays Chamber of Commerce occupancy of the space will have minor wear and tear on the facility however there is no direct capital cost.

Operational

The lease revenue will be budgeted to 1-4-70300-30090 lease revenue Algonquin Theatre at $300.00 per month.

Council Strategic Direction / Relevant Policies / Legislation / Resolutions

Strategic Plan 2017 & Beyond
Financial Management and Governance
Goal #3: Ensure Municipal operations are streamlined, efficient and effective.
Objective #1: Apply business model thinking to Municipal operations to identify potential efficiencies within the Municipal system.
Objective #3: Identify and pursue shared service opportunities with other area municipalities, the District and/or other partners where cost savings and efficiencies can be achieved.

Attachments

- Chamber of Commerce Lease - Town Hall - Mar 2019
- Schedule A - mar 2019

Consultations

Scott Ovell, Economic Development Coordinator
Kelly Haywood, Executive Director Huntsville Lake of Bays Chamber of Commerce

Respectfully Submitted: Kari Lambe, Director of Community Services

Manager Approval (if required): ____________________________
Director Approval:  Kari Lambe, Director of Community Services

CAO Approval:  Denise Corry, Chief Administrative Officer
THIS AGREEMENT is made _______ day of __________ , 2019

BETWEEN

THE CORPORATION OF THE TOWN OF HUNTSVILLE

(the “Landlord”)

-and-

HUNTSVILLE LAKE OF BAYS CHAMBER OF COMMERCE

(the “Tenant”)

WHEREAS:

a) The Landlord owns and operates a Municipal Building located at 37 Main Street East, in the Town of Huntsville, in the District Municipality of Muskoka, known as the Civic Centre (the “Town Hall”); and

b) The Tenant desires to lease space in the Centre for the purpose of providing comprehensive Chamber of Commerce and Tourism Services for community groups and for the public.

NOW THEREFORE this agreement (the “Lease”) witnesses that in consideration of the mutual rights and obligations herein expressed and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the parties agree as follows:

1. GRANT OF LEASE

The Landlord grants to the Tenant a lease of the space on the ground floor of the Centre, being approximately three hundred and twenty five feet (325) square feet shown cross-hatched on Schedule ‘A’ attached, for the purpose of providing comprehensive Chamber of Commerce and Tourism Services for the public, the said space being hereinafter collectively referred to as the “Premises”

a) at the Rent set forth in Section 2;

b) for the Term set forth in Section 3; and

c) subject to the conditions and in accordance with the covenants, obligations and agreements herein.

2. RENT

1) Rent means the Basic Rent plus the Additional Rent payable by the Tenant to the Landlord pursuant to this Section.

2) The Tenant covenants to pay to the Landlord, during the Term of this Lease, a rent of $3,600.00 + HST per annum, plus all taxes, rates and duties whatsoever, whether or not in existence at the commencement of the Term, imposed or levied by any taxing authority, with respect to the Rent payable by the Tenant to the Landlord (the “Basic Rent”). Basic Rent shall be payable monthly in advance in equal instalments of $300.00 + HST on the 1st day of each and every calendar month,
commencing on the first day of the Term. The Tenant covenants to pay such Basic Rent without any prior demand therefor.

3) The Tenant further covenants to pay to the Landlord, throughout the Term of this Lease, as Additional Rent, the Tenant’s proportionate share of any and all property taxes levied against the Centre. For the purposes of calculating this Additional Rent, the parties agree that the Premises is three hundred and twenty five (325) square feet, which shall act as the numerator in calculating the proportionate share of the Tenant, and the Centre has a square footage of two thousand forty (2,040) square feet, which shall act as the denominator in calculating the proportionate share of the Premises.

4) Any and all expenses for which the Tenant is responsible for pursuant to the terms of this Lease, with the exception of Minimum Rent, shall also be payable as Additional Rent.

Any Additional Rent owed by the Tenant shall be paid due and payable by the Tenant within ten (10) business days of the receipt of an invoice by the Tenant from the Landlord for the Additional Rent owing.

5) Rent payable by the Tenant shall be delivered to the Landlord at the Landlord’s address for service set out in Section 15 or to such other place as the Landlord may from time to time direct in writing.

6) All Rent and any sums paid by the Landlord for expenses incurred which are the responsibility of the Tenant pursuant to the terms of this Lease shall bear interest from the date payment was due, or made, or expenses incurred at a rate per annum equal to the prime commercial lending rate of the Landlord’s bank plus two (2) per cent.

7) The Tenant acknowledges and agrees that the payments of Rent provided for in this Lease shall be made without any deduction, abatement, or set-off, for any reason whatsoever unless expressly allowed by the terms of this lease or agreed to by the Landlord in writing; and no partial payment by the Tenant which is accepted by the Landlord shall be considered as other than a partial payment on account of Rent owing and shall not prejudice the Landlord’s right to recover any Rent owing.

3. TERM AND POSSESSION

1) The Term of this Lease shall be a period of 24 months, commencing on the 1st day of March 2019 and ending on the 28th day of February, 2021, (the “Term”).

2) Subject to the Landlord’s rights under this Lease, and as long as the Lease is in good standing the Landlord covenants that the Tenant shall have quiet enjoyment of the Premises during the Term of this Lease without any interruption or disturbance from the Landlord or any other person or persons lawfully claiming through the Landlord.
4. USE OF COMMON FACILITIES

Subject to the terms of this Lease, the Tenant shall have for itself and its officers, servants, agents and employees and for the use of its customers, the non-exclusive and non-transferable right to use, during such hours that the Centre may be open as determined by the Landlord from time to time, in common with all others entitled thereto, those parking areas, entrances and exits from the Centre, corridors, stairways, elevators and public washrooms which the Landlord provides or designates from time to time for the use by or for the benefit of the Tenant, and its officers, servants, agents and employees and its customers.

The Landlord shall have the right to designate the area used for refuse and garbage collection. The Tenant shall pay the charges for pick up and disposal of any of the Tenant’s refuse and garbage.

5. UTILITIES

The Landlord shall provide and pay the cost of supplying electricity, gas, water, sanitary sewer, heating, ventilation and air-conditioning used or consumed in or with respect to the Premises, but shall not be responsible for any loss or damage of any nature resulting from the interruption or failure of such utilities or services. The Tenant agrees to practise reasonable energy conservation measures in order to minimize the consumption of energy whenever possible.

6. ASSIGNMENT, SUBLETTING AND CHANGE OF CONTROL

The Tenant shall not assign this Lease in whole or in part, or sublet all or any part of the Premises, or mortgage, pledge, hypothecate, charge or encumber this Lease or the Premises or any part thereof, or any occupation, or parting with, or sharing possession, in any manner whatsoever, of all or any part of the Premises by any person, including any individual, partnership, firm, company, corporation, or any other entity, (such actions being jointly and severally referred to as a “Transfer”) unless it first obtains the consent of the Landlord in writing, which consent shall be given only in the sole discretion of the Landlord.

1) The consent of the Landlord to a Transfer, if granted, shall not operate as a waiver of the necessity for consent to any subsequent Transfer.

2) The prohibition against a Transfer shall be construed to include a prohibition against any Transfer by operation of law.

3) Any consent granted by the Landlord to any assignment by the Landlord shall be conditional upon the assignee, sub lessee or occupant executing a written agreement directly with the Landlord agreeing to be bound by all the terms of this Lease as if the assignee, sub lessee or occupant had originally executed this Lease as Tenant.

4) Any consent given by the Landlord to any assignment or other disposition of the Tenant’s interest in this Lease or in the Premises shall not relieve the Tenant from his obligations under this Lease, including the obligation to pay Rent as provided for herein.
5) If the party originally entering into this Lease as Tenant, or any party who subsequently becomes the Tenant by way of assignment or sublease or otherwise as provided for in this Lease, is a corporation then:

   a. The Tenant shall not be entitled to deal with its authorized or issued capital or that of an affiliated company in any way that results in a change in the effective voting control of the Tenant unless the Landlord first consents in writing to the proposed change;

   b. If any change is made in the control of the Tenant Corporate without the written consent of the Landlord then the Landlord shall be entitled to treat the Tenant as being in default and to exercise the remedies stipulated in section 12 of this Lease and any other remedies available in law;

   c. The Tenant agrees to make available to the Landlord or its authorized representatives the corporate books and records of the Tenant for inspection at all reasonable times, to ascertain to the extent possible whether there has been a change of control.

7. USE

1) During the Term of this Lease, and any renewal thereof, the Premises shall not be used for any purpose other than as set out in Section 1 of this Lease.

2) The Tenant shall not do or permit to be done at the Premises anything which may:

   a. Constitute a nuisance;

   b. Cause damage to the Premises;

   c. Cause injury or annoyance to occupants of neighbouring premises;

   d. Make void or voidable any insurance upon the Premises;

   e. Constitute a breach of any by-law, statute, order or regulation of any municipal, provincial or other competent authority relating to the Premises.

8. REPAIR AND MAINTENANCE

1) The Tenant covenants that during the Term and any renewal thereof the Tenant shall maintain the Premises including all alterations and additions made thereto in a good state of repair. The Tenant shall promptly make all needed repairs and all necessary replacements as would a prudent owner.

2) The Tenant shall permit the Landlord or a person authorized by the Landlord to enter the Premises to examine the condition thereof and view the state of repair at reasonable times:

   a. And if upon such examination repairs are found to be necessary, written notice of the repairs required shall be given to the Tenant by or on behalf of the Landlord and the Tenant shall make the necessary repairs within the time specified in the notice;

   b. And if the Tenant refuses or neglects to keep the Premises in good repair the Landlord may, but shall not be obligated to, make any necessary repairs, and shall be permitted to enter the Premises, by its servants or agents, for the purpose of effecting the repairs without being liable to the tenant for any loss, damage or inconvenience to the Tenant in connection with the Landlord’s entry and repairs; and if the Landlord makes repairs the Tenant shall pay the cost of them immediately as Additional Rent.

3) Upon the expiry of the Term or other determination of this Lease the Tenant agrees peaceably to surrender the Premises, including any alterations or additions made thereto, to the Landlord in a state of good repair, reasonable wear and tear expected.
4) The Tenant shall immediately give written notice to the Landlord of any substantial damage that occurs to the Premises from any cause.

9. ALTERATIONS AND ADDITIONS

1) If the Tenant, during the Term of this Lease or any renewal of it, desires to make any alterations or additions to the Premises, including but not limited to; erecting partitions, attaching equipment, and installing necessary furnishings or additional equipment of the Tenant’s business, the Tenant may do so at his own expense, at any time and from time to time, if the following conditions are met:
   a. At least sixty (60) days before undertaking any alteration or addition that Tenant shall submit to the Landlord a plan showing the proposed alterations or additions and Trade Fixtures;
   b. The Landlord has provided its written consent, which consent shall be given or withheld based on the sole and absolute discretion of the Landlord;
   c. When the Tenant vacates the premises any repairs resulting from the removal of Trade Fixtures will be the responsibility of the Tenant. Trade Fixtures shall include all special lighting installations and hanging systems for displays.
   d. Any and all alterations or additions to the Premises made by the Tenant must comply with all applicable building code standards and by-laws of the municipality in which the Premises is located.

2) The Tenant shall be responsible for and pay the cost of any alterations, additions, installations or improvements that any governing authority, municipal, provincial or otherwise, may require to be made in, on or to the Premises.

3) No sign, advertisement or notice shall be inscribed, painted or affixed by the Tenant, or any other person on the Tenant’s behalf, on any part of the outside of the building in which the Premises are located unless the sign, advertisement or notice has been approved in every aspect by the Landlord, acting reasonably.

4) The Tenant agrees, at his own expense and by whatever means may be necessary, immediately to obtain the release or discharge of any encumbrance that may be registered against the Landlord’s property in connection with any additions or alterations to the Premises made by the Tenant or in connection with any other activity of the Tenant.

5) If the Tenant has complied with his obligations according to the provisions of this Lease, the Tenant may remove his Trade Fixtures at the end of the Term or other termination of this Lease provided the Tenant covenants that he will make good and repair or replace as necessary any damage caused to the Premises by the removal of the Tenant’s Trade Fixtures.

6) Other than as provided in paragraph 9(5) above, the Tenant shall not, during the Term of this Lease or any renewal thereof, remove from the Premises any Trade Fixtures or other goods and chattels of the Tenant except in the following circumstances;
   a. The removal is in the ordinary course of business;
   b. The Trade Fixture has become unnecessary for the Tenant’s business or is being replaced by a new or similar Trade Fixture; or
   c. The Landlord has consented in writing to the removal;

But in any case the Tenant shall make good any damage caused to the Premises by the installation or removal of any Trade Fixtures, equipment, partitions, furnishings and any other objects whatsoever brought onto the Premises by the Tenant.
7) The Tenant shall, at his own expense, if requested by the Landlord, at the end of the Term remove any or all additions or improvements made by the Tenant to the Premises during the Term and shall repair all damage caused by the installation or the removal of both.

8) The Tenant shall not bring onto the Premises or any part of the Premises any machinery, equipment or any other thing that might in the opinion of the Landlord, by reason or its weight, size or use, damage the Premises or overload the floors of the Premises; and if the Premises are damaged or overloaded the Tenant shall restore the Premises immediately or pay to the Landlord the cost of restoring the Premises.

10. INDEMNIFICATION

1) The Tenant covenants to keep the Landlord indemnified against all claims and demands whatsoever by any person, whether in respect of damage to person or property, arising out of or occasioned by the maintenance, use or occupancy of the Premises and arising from, relating to or occurring in, upon or at any part of the Centre (other than the Premises) occasioned in whole or in part by any fault, default, negligence, act or omission by the Tenant, or any of its officers, agents, servants, employees, contactors and all other persons over whom the Tenant (I) may reasonably be expected to exercise control, and (II) is in law responsible; and the Tenant agrees that the foregoing indemnity shall survive the termination of this Lease notwithstanding any provisions of this Lease to the contrary.

11. INSURANCE

The Tenant shall carry, maintain and be financially responsible for throughout the term of this Agreement:

a) Commercial General Liability Insurance for a limit of not less than $5,000,000.00 dollars per occurrence. Coverage shall include but not limited to bodily injury, personal injury, property damage, contractual liability, tenants legal liability and contain a cross liability, severability of insured clause. The Landlord shall be named as an additional insured.

b) “All Risk” Property insurance on a replacement cost basis for all property in the care, custody and control of the Tenant including if applicable any stock-in-trade, equipment Trade Fixtures, decorations and improvements. Coverage shall also include business interruption to an extent sufficient to allow the Tenant to meet its ongoing obligations to the Landlord and to protect the Tenant against loss of revenues however coverage shall be for no less than 12 months. The policy shall contain a waiver of subrogation in favour of the Landlord.

c) Confirmation of Insurance:

Ten (10) days prior to execution of the Agreement and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the Tenant shall promptly provide the Landlord with confirmation of coverage and, if required, a certified true copy(s) of the policy(s) certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the Agreement.
d) General conditions:

I. Each policy shall be endorsed to provide the Landlord with not less than 30 Days’ written notice of cancellation.

II. All deductibles shall be the sole responsibility of the Tenant

III. Each policy shall be considered primary and not excess of any insurance available to the Landlord

12. DAMAGE TO THE PREMISES

1) If the Premises, the Centre, or any parts thereof, are damaged or destroyed, in whole or in part, by fire or other peril, then the following provisions shall apply:
   a. If the damage or destruction renders the Premises unfit for occupancy and impossible to repair or rebuild using reasonable diligence within 120 clear days from the happening of such damage or destructions, then the Term hereby granted shall cease from the date the damage or destruction occurred, and the Tenant shall immediately surrender the remainder of the Term and give possession of the Premises to the Landlord, and the Rent from the time of the surrender shall abate;
   b. If the Premises can with reasonable diligence be repaired and rendered fit for occupancy within 120 days from the happening of the damage or destruction, but the damage renders the Premises wholly unfit for occupancy, then the rent hereby reserved shall not accrue after the day that such damage occurred, or while the process of repair is going on, and the Landlord shall repair the Premises with all reasonable speed, and the Tenant’s obligation to pay Rent shall resume immediately after the necessary repairs have been completed;
   c. If the Premises can be repaired within 120 days as aforesaid, but the damage is such that the Premises are capable of being partially used, then until such damage has been repaired, the Tenant shall continue in possession and the Rent shall abate proportionately.

2) Any questions as to the degree of damage or destruction or the period of time required to repair or rebuild shall be determined by an architect retained by the Landlord.

3) Apart from the provisions of Section 12(1) there shall be no abatement from or reduction of the Rent payable by the Tenant, nor shall the Tenant be entitled to claim against the Landlord for any damages, general or special, caused by fire, water, sprinkler systems, partial or temporary failure or stoppage of services or utilities which the Landlord is obliged to provide according to this Lease, from any cause whatsoever.

13. ACTS OF DEFAULT AND LANDLORD’S REMEDIES

1) An Act of Default has occurred when:
   a. The Tenant has failed to pay Rent or any portion thereof for a period of 5 business days, regardless of whether demand for payment has been made or not;
   b. The Tenant has breached any non-financial covenants or failed to perform any of his obligations under this Lease; and
i. The Landlord has given notice specifying the nature of the default and the steps required to correct it; and
ii. The Tenant has failed to correct the default within a reasonable period of time as required by the notice;

c. The Tenant has:
   i. Become bankrupt or insolvent or made an assignment for the benefit of Creditors;
   ii. Had its property seized or attached in satisfaction of a judgement;
   iii. Had a receiver appointed;
   iv. Committed any act or neglected to do anything with the result that a Construction Lien or other encumbrance is registered against the Landlord’s property, which the Tenant has failed to remove promptly upon receiving notice of same;
   v. Without the consent of the Landlord, made or entered into an agreement to make a sale of its assets to which the Bulk Sales Act applies;
   vi. Take action if the Tenant is a corporation, with a view to winding up, dissolution or liquidation;

d. Any insurance policy is cancelled or not renewed by reason of the use or occupation of the Premises, or by reason of non-payment of premiums; or

e. The Premises;
   i. Become vacant or remain unoccupied; or
   ii. Are used by any other person or persons, or for any other purpose than as provided for in this Lease without the written consent of the Landlord.

2) When an Act of Default on the part of the Tenant has occurred:

   a. The current month’s rent together with the next three months’ rent shall become due and payable immediately; and

   b. The Landlord shall have the right to terminate this Lease and to re-enter the Premises and deal with them as he may choose.

3) If, because an Act of Default has occurred, the Landlord exercises his right to terminate this Lease and re-enter the Premises prior to the end of the Term, the Tenant shall nevertheless be liable for payment of Rent and all other amounts payable by the Tenant in accordance with the Provisions of this Lease until the Landlord has re-let the Premises or otherwise dealt with the Premises in such manner that the cessation of payments by the Tenant will not result in loss to the Landlord; and the Tenant agrees to be liable to the Landlord, until the end of the Term of this Lease for payment of any difference between the amount of Rent hereby agreed to be paid for the Term hereby granted and the Rent any new Tenant pays to the Landlord.

4) The Tenant covenants that notwithstanding any present or future Act of the Legislature of the Province of Ontario, the personal property of the Tenant during the term of this Lease shall not be exempt from levy by distress for Rent in arrears:

   a. And the Tenant acknowledges that it is upon the express understanding that there should be no such exemption that this Lease is entered into, and by executing this Lease:

      i. The Tenant waives the benefit of any such legislative provisions which might otherwise be available to the Tenant in the absence of this agreement; and

      ii. The Tenant agrees that the Landlord may plead this covenant as an estoppel against the Tenant if an action is brought to test the Landlord’s right to levy distress against the Tenant’s property.
5) If, when an Act of Default has occurred, the Landlord chooses not to terminate the Lease and re-enter the Premises, the Landlord shall have the right to take any and all necessary steps to rectify any or all Acts of Default of the Tenant and to charge the costs of such rectification to the Tenant and to recover the costs as Rent.

6) If, when an Act of Default has occurred, the Landlord chooses to waive his right to exercise the remedies available to him under this Lease or at law the waiver shall not constitute condonation of the Act of Default, nor shall the waiver be pleaded as an estoppel against the Landlord to prevent his exercising his remedies with respect to a subsequent Act of Default: No covenant, term, or condition of this Lease shall be deemed to have been waived by do Landlord unless the waiver is in writing and signed by the Landlord.

14. TERMINATION AT END OF TERM

1) The Tenant agrees to permit the Landlord during the last three months of the Term or any renewal term to show the Premises to prospective new tenants and to permit anyone having written authority of the Landlord to view the Premises at reasonable hours.

2) If the Tenant remains in possession of the Premises after termination of this Lease as aforesaid and if the Landlord then accepts rent for the Premises from the Tenant, it is agreed that such overholding by the Tenant and acceptance of Rent by the Landlord shall not create a monthly tenancy, but the Tenant shall remain subject to all the forms and conditions of this Lease, excepting that Basic Rent shall double in amount, becoming $7200.00 + HST per annum, or $600.00 + HST monthly.

3) Should the Tenant desire to extend the Term or renew this Lease, they shall be required to provide three (3) months’ notice to the Landlord so the request may be considered.

4) The Landlord will be required to provide four (4) months’ notice to the Tenant if they wish to terminate this lease prior to the conclusion of the Term of the agreement.

5) The Tenant will be required to provide two (2) months’ notice to the landlord if they wish to terminate the lease prior to the conclusion of the Term of the agreement. In lieu of this the Tenant shall pay two (2) months’ Basic Rent to the Landlord.

15. NOTICE

1) Any notice required or permitted to be given by one party to the other pursuant to the terms of this Lease may be served by personal delivery to an officer of the party or given prepaid registered mail sent:

   If to the Landlord:

   Attention: Clerk, Town of Huntsville
   37 Main Street East, Huntsville, ON, P1H 1A1.

   If to the Tenant:
   Executive Director, Huntsville/Lake of Bays Chamber of Commerce
   37 Main Street East, Huntsville, ON, P1H 1X1

2) The above addresses may be changed at any time by giving ten (10) days written notice.
3) Any notice given by one party to the other in accordance with provisions of this Lease shall be deemed conclusively to have been received on the date delivered if the notice is served personally or seventy-two (72) hours after mailing if the notice is mailed by prepaid registered mail within Ontario.

16. REGISTRATION

The Tenant shall not at any time register notice of or a copy of this Lease on title to the property of which the premises form part without consent of the Landlord.

17. INTERPRETATION

1) The words importing the singular number only shall include the plural, and vice versa, and words importing the masculine gender shall include the feminine gender, and words importing persons shall include firms and corporations and vice versa.

2) Unless the context otherwise requires, the word “Landlord” and the word “Tenant” wherever used herein shall be construed to include the successors and assigns of the Landlord and Tenant, respectively.

In Witness of the foregoing covenants the Landlord and the Tenant have executed this lease.

THE CORPORATION OF THE TOWN OF HUNTSVILLE

By: ___________________________
Name: Scott Aitchison
Title: Mayor

By: ___________________________
Name: Tanya Calleja
Title: Clerk

HUNTSVILLE LAKE OF BAYS CHAMBER OF COMMERCE

By: ___________________________                               By: ___________________________
Name:                                        Name: 
Title:                                        Title:
I have authority to bind the Corporation.      I have authority to bind the Corporation.