

THIS AGREEMENT in triplicate this 21<sup>st</sup> day of NOVEMBER  
1988 A.D.

BETWEEN:

THE CORPORATION OF THE TOWN OF PELHAM,  
Hereinafter called the "Lessor"  
OF THE FIRST PART

- and -

THE FONTHILL PLATFORM TENNIS CLUB INC.,  
Hereinafter called the "Lessee"  
OF THE SECOND PART.

WHEREAS the Lessor is the owner of certain lands  
known as the "Arena Grounds";

AND WHEREAS the Lessee is desirous of leasing a  
certain portion of the subject lands (hereinafter referred  
to as the "Premises" and shown outlined in red on the sketch  
in Schedule "B" attached hereto and forming part of this  
agreement) for the purposes of constructing a building and  
courts (up to a maximum of four courts) to be used as a  
tennis club;

AND WHEREAS the Parks, Recreation & Community  
Centres Committee of Council has recommended "in principle"  
that this leasing arrangement be approved because this  
service has been deemed to be a useful addition to the total  
recreation facilities of the Lessor;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in  
consideration of the mutual covenants hereinafter set out,  
the parties hereto hereby agree as follows:

1. The Lessor shall lease the Premises to the Lessee  
for a term of ten (10) years with such term commencing on  
the date of the execution of this agreement (hereinafter  
referred to as the "Start Date").

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2. In consideration for the lease of the Premises the Lessee shall pay to the Lessor in each and every year during the term of this agreement the sum of One Dollar (\$1.00), the first of said sums to be paid on the Start Date and all such subsequent payments to be made on the anniversary date of the Start Date in each year.

3. The Lessor may terminate this agreement at the end of the initial lease period by giving written notice to the Lessee at least eighteen (18) months prior to the expiry date of this agreement.

4. This agreement shall be renewable after the initial ten (10) year period on a five (5) year basis as determined by the Lessor.

5. In the event the Lessee is required to remove, or chooses to remove on its own, its building and courts, the Lessee will peaceably yield up to the Lessor the Premises in the original condition as existed prior to the commencement of this agreement, subject to reasonable wear and tear and damage. The Premises shall be left free and clear of any buildings, constructions, or other such improvements which may have been placed on the Premises with the Lessor's permission and the Premises shall be free and clear of any accumulation of garbage or other rubbish.

6. Any improvements made to the Premises, including the provision of services and utilities, remaining after the Lessee ceases to use the Premises shall be the property of the Lessor and the Lessee shall not be entitled to compensation or reimbursement for same. The Lessee shall

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also give the Lessor the first right of refusal to purchase any or all the buildings and/or courts which are left remaining on the Premises in the event that this agreement is ended.

7. The Lessee shall be responsible for all utilities and all service charges including realty taxes for structures on the Premises.

8. The Lessee shall ensure that the Lessor is advised and that the Lessor has approved all drawings and specifications for any work required to install services to the buildings and courts located on the Premises including, but not limited to, electricity, water, sanitary sewage disposal, and gas, and any other alterations to the said building or courts. The Lessor's approval of all such drawings and specifications must be obtained before any such work is commenced.

9. The Lessee shall be responsible for the maintenance and care of its building, courts and activities, and the Lessee shall not allow any refuse, garbage, or other loose or objectionable material to accumulate in or about the buildings and lands subject to this agreement.

10. (a) The Lessee shall, at all times during the term of this agreement, provide and keep in full force and effect at its own expense a comprehensive general liability insurance policy in an amount not less than One Million (\$1,000,000) Dollars providing coverage for the Premises and for all use of same for damages for personal injury, including death, and for property damage. The Lessor shall be named as a co-insured in this insurance policy and said policy shall be satisfactory to the Lessor in respect of form and issuer;

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(b) Upon execution of this agreement the Lessee shall furnish to the Lessor a copy of this policy. Any policy shall state it will not be changed or cancelled without thirty (30) days prior written notice to the Lessor. Copies of all renewals shall be forthwith provided to the Lessor;

(c) If the Lessee fails to insure the Premises as herein provided, or fails to provide forthwith copies of the insurance policy or copies of renewals of same, before its expiration, termination, or other revocation, or should the policy of insurance be terminated, revoked, or otherwise expire, the Lessor may proceed to obtain the required insurance for the benefit of the Lessor or the Lessee or both of them, as the case may be, for such period of time as the Lessor deems necessary and any premium paid by the Lessor shall be recovered from the Lessee on demand.

11. The Lessee hereby indemnifies and saves harmless the Lessor from and against all liability, losses, damages, actions, causes of action, claims, suits, demands, expenses or costs whatsoever which may arise either directly or indirectly by reason of an act, neglect or refusal of the Lessee, its agents, invitees or licensees in respect to the Premises or due to or arising out of a breach by the Lessee of any provision of this agreement, including liability for injury or damage to the person or property of the Lessee, its agents, invitees or licensees occasioned by the Lessee's negligence.

12. The Lessee shall be permitted to provide food and refreshments to its club members and those who use its facilities within the clubhouse building, but the Lessee shall not be permitted at any time to operate a concession on the Premises.

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13. The Lessee shall operate its programs and activities in the building and on the courts located on the Premises in such a manner that they are available for the enjoyment of any resident of the Lessor who satisfies the ordinary requirements of the Lessee for membership and use of the facilities.

14. The Lessee will ensure that all outside activities on the Premises cease as of 11:00 p.m. each day and that all inside activities cease as of 1:00 a.m. each day and that all floodlighting is extinguished by 11:00 p.m. and that there shall be no use of the facilities beyond this time except as shown on Schedule "A" attached hereto.

15. (a) If the Lessee shall fail to pay any monies payable pursuant to this agreement and such monies shall be in arrears and unpaid for a period of sixty (60) days after they shall become due or if the Lessee shall be notified of any default in the observance or performance of any covenant on its part herein contained and fail to correct or rectify such default within thirty (30) days, the Lessor may terminate this agreement at its sole discretion, by delivering to the Lessee notice in writing to that effect and upon such delivery, this agreement shall cease, but without prejudice to any rights of the Lessor which would accrue hereunder before such cancellation;

(b) If the Lessee shall be in default in the performance of any covenant on its part herein contained, except the covenant to pay money, the Lessor may advise the Lessee and then perform such covenants for the account of the Lessee and shall not be liable for any loss or damage to

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the Lessee or to the persons and property of its agents, invitees or licensees, caused by the acts of the Lessor and so remedying default of the Lessee save such as are due to the negligence of the Lessor. If the Lessor is at any time compelled or elects to pay any sum of money or to do any acts which require the payment of any sum of money, by reason of the failure of the Lessee to comply with the provisions of this agreement, or if the Lessor is compelled or elects to incur any expense, including legal fees, any sum so paid by the Lessor shall be paid by the Lessee to the Lessor upon demand.

16. Any notice, demand, acceptance, or request provided for in this agreement shall be in writing and shall be deemed to be sufficiently given if personally delivered by registered mail (postage prepaid) as follows: -

To the Lessor at: -

THE CORPORATION OF THE TOWN OF PELHAM  
P. O. Box 400  
20 Pelham Town Square  
FONTHILL, Ontario  
L0S 1E0

or such other address that the Lessor may from time to time designate in writing and to the Lessee by delivery to or by mailing by registered mail addressed to: -

or any other such address that the Lessee may from time to time designate in writing and every such notice shall be deemed to have been given upon the day it was so delivered or on the fifth day after the date upon which it is mailed by registered mail.

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17. Both parties agree that any action of the other party in contravention of the terms of this agreement shall not be relied upon as a waiver of any term of this agreement and no approval as given by any employee of the Lessor shall constitute a waiver by the Lessor whatever the case may be of any of the terms of this agreement.

18. This agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and there are no other written or verbal agreements or representations between the parties hereto pertaining to the subject matter hereof. Any amendments to this agreement shall be in writing signed by all parties hereto.

19. Both parties agree that each of them shall and will, upon reasonable request of the other party, make, do, execute or cause to be made, done or executed all such further and other lawful acts, deeds, things, devices and assurances whatsoever for the further and more perfect and absolute perfection of the terms, conditions and covenants of this agreement.

20. It is agreed that this agreement shall be read with all changes of gender and number as the context may require and all schedules referred to form part of this agreement with each provision of a schedule to be read with and form part of this agreement as fully and for all purposes as embodied and written within the body of this agreement in full.

21. If any term, clause or provision of this agreement shall be adjudged to be invalid, the validity of any other term, clause, or provision shall not be affected, and such invalid term, clause, or provision shall be deleted from this agreement.

22. This agreement shall be governed by and construed in accordance with the law of the Province of Ontario.

23. This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors and administrators, successors, transferees, and permitted assigns.

IN WITNESS WHEREOF the Lessor has hereunto affixed its corporate seal attested by the hands of its duly authorized officers and the Lessee has hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED

- In the Presence of -

( THE CORPORATION OF THE TOWN

( OF PELHAM

( *Ind Bollino*

( MAYOR

( *Murray Hackett*

( CLERK

(

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( THE FONTHILL PLATFORM

( TENNIS CLUB (Lessee)

( *Ron R. Hall*

( RON HALL

( *Ron Ferguson*

( RON FERGUSON

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EXCEPTIONS AS PERMITTED IN CLAUSE 14.  
FOR 1989-1990 SEASON

<u>Dates</u>	<u>Inside</u>	<u>Times</u> <u>Outside</u>
New Years Eve		12:00 midnight
Morning of New Years Day	4:00 a.m.	2:00 a.m.
Annual One Day Mens Tournament		12:00 midnight
Annual One Day Womens Tournament		12:00 midnight