

THIS AGREEMENT made in duplicate this 11th. day of February, 1980 A.D.

BETWEEN:

THE CORPORATION OF THE TOWN OF PELHAM,
Hereinafter referred to as the "TOWN",

- AND -

DEK HOCKEY INTERNATIONAL, GENE P. PYNE &
CAMERON WILSON,
Hereinafter referred to as the "LESSEE".

WHEREAS the Town is the owner of an outdoor rink pad and adjacent building, located in Fonthill Park, which park is located in and operated by the Town;

AND WHEREAS the Lessee is desirous of leasing the aforementioned rink pad and building from the Town for the purpose of organizing and supervising street hockey games;

NOW THEREFORE WITNESSETH THAT in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Lessee, the Town does demise and lease unto the lessee, the following:

The outdoor rink pad and the building adjacent
to it, located in Fonthill Park in the Town of
Pelham, in the Regional Municipality of Niagara.

TO HAVE AND TO HOLD the said demised premises for and during the term of one year to be computed from the 1st. day of January, 1980 and from thenceforth next ensuing and fully to be complete and ended, save and except a period from the 19th. day of May, 1980 to and including the 1st. day of September, 1980 during which period the property shall revert to the Town.

YIELDING and paying therefor yearly and every year during the said term unto the said lessor the sum of \$1,200.00 to be payable on the following days and times, that is to say: -

January 1, 1980	\$140.38
February 1, 1980	\$140.38
March 1, 1980	\$140.38
April 1, 1980	\$140.38
May 1, 1980	\$ 86.00
September 2, 1980	\$131.34
October 1, 1980	\$140.38
November 1, 1980	\$140.38
December 1, 1980	\$140.38

The first of such payments to become due and made on the 1st day of January, 1980 and the last payment to become due and paid in advance on the 1st. day of December, 1980.

con't.....

THE Town hereby covenants and agrees to provide snow removal for the aforementioned property, from the highway up to and including the main gate to Fonthill Park.

THE Lessee hereby covenants and agrees to repair and replace the rink boards where necessary, to replace the "two by fouring" where necessary and to repair the doors to the rink pad.

AND the Lessee covenants and agrees to build players and time keepers' boxes and to repair and increase the screening around the rink pad and to repair the steps to the rink.

AND the Lessee further covenants and agrees that any changes made to the adjacent building by the Lessee will be of a temporary nature, and the building will be reverted to its original state, at the expense and responsibility of the Lessee, for the period during which the Town is in possession of the leased premises, and at the expiry of this lease.

AND the Lessee further covenants and agrees to paint the premises when and where necessary.

AND the Lessee further covenants and agrees to maintain the liability insurance on the premises, with a minimum coverage of \$500,000.00.

AND the Lessee further covenants and agrees to be responsible for the supervision of the premises during the course of operation by the Lessee.

AND ~~THE~~ Lessee and Gene Payne and Cameron Wilson, personally, by covenant agree to post a performance bond for the sum of \$5,000,000 in favour of the Town.

AND the Lessee further covenants and agrees to indemnify and save the Town harmless from any and all loss, liability, damages, costs or expenses, which the Town may at any time sustain or incur by reason of the execution of this lease. The indemnity made under this agreement shall continue during the term of this lease and any renewal thereof.

THE Town hereby covenants and agrees that provided the Lessee is not in default hereunder, the Lessee shall have the right to renew this lease for a further period of one year, when the current lease expires. Notice to renew shall be given by the Lessee to the Town in writing not less than sixty days before the expiry of the current lease.

THE Lessee covenants that they will not do or permit to be done any act or thing which may make void or voidable any insurance upon any building, or part thereof, upon the said premises, or which may cause any increased or additional premium to be payable for any such insurance.

THE Lessee shall not allow any ashes, refuse, garbage or other loose or objectionable material to accumulate in or about the building, yards or passages of the said premises, and will at all times keep the said premises in clean and wholesome condition, and shall, immediately before the termination of the term hereby granted, wash the doors, windows and woodwork of the said premises.

PROVIDED that in the event of fire, lightning or tempest, rent shall cease until the premises are rebuilt.

PROVIDED that, in the event of the destruction or partial destruction of the said premises, the Town may declare the term hereby granted to be forthwith terminated and in such event rent shall be payable up to the time of such destruction or partial destruction.

PROVIDED that the Lessee may remove their fixtures if all rent due hereunder has been paid.

THE Lessee covenants that they will leave the premises in good repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted.

AND the said Lessee covenants with the said Town to pay rent and to pay all of the utilities; and to repair reasonable wear and tear and damage by fire, lightning and tempest only excepted; and to keep up fences;; and that the said Town may enter and view state of repair, and that the said Lessee will repair according to notice in writing, reasonable wear and tear and damage by fire, lightning and tempest only excepted; and will not assign or sublet without leave.

PROVISO for re-entry by the said Town on non-payment of rent or non-performance of covenants.

THE Lessee covenants that it will keep all public areas free of snow and ice.

PROVIDED that notwithstanding herein contained the Town's right of re-entry hereunder for non-payment of rent or non-performance of covenants shall become exercisable immediately upon default being made.

THE said Town covenants with the said Lessee for quiet enjoyment.

IN WITNESS WHEREOF THE CORPORATION OF THE TOWN OF PELHAM AND DEK HOCKEY INTERNATIONAL HAVE hereunto affixed their Corporate Seals duly attested by their proper signing officers in that behalf and GENE PAYNE AND CAMERON WILSON have hereunto set their hands and seals,

con't.....

SIGNED, SEALED AND DELIVERED
In The Presence Of

) THE CORPORATION OF THE TOWN OF PELHAM

)

) PER: E.S. Bergenstein

) MAYOR

)

) PER: Murray Hackett

) CLERK

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)

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) DEK HOCKEY INTERNATIONAL

)

) PER: Joe Murray VICE PRESIDENT

) PER: Gene Payne DIRECTOR

)

) Gene Payne

) GENE PAYNE

)

) Cameron A. Wilson

) CAMERON WILSON

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)

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Gale Hunter
Gene Hunter

