

LEASE AGREEMENT

The Agreement made in duplicate this _____ day of _____, 2024

BETWEEN:

THE CORPORATION OF MUNICIPALITY OF ARRAN-ELDERSLIE
(hereinafter referred to as "The Corporation")
OF THE FIRST PART

-and-

THE PAISLEY CURLING CLUB
(hereinafter referred to as "The Club")
OF THE SECOND PART

WHEREAS the Corporation is the Owner of the Paisley Community Centre located at 391 Queen Street North, Paisley, comprising a skating/hockey arena, a curling arena, a lounge, a community centre and accessories; and

WHEREAS the Club is desirous of utilizing the Curling Arena and lounge during the period November 15th to April 15th in each year; and

WHEREAS the Corporation has agreed to allow the Club the use of that portion of the Paisley Community Centre as described above, subject to the terms and conditions set out in this Agreement;

NOW THEREFORE this Agreement witnesseth that in consideration of the covenants and Agreements hereinafter contained, the parties hereto covenant and agree that:

1. DEFINITIONS:

- a) Preventative Maintenance:
Work carried out on any piece of equipment, machinery or system with shared use or otherwise.
- b) Routine Maintenance & Repairs:
Routine work not of a significant nature but necessary to get or keep the refrigeration, electrical, and heating systems running efficiently and effectively, usually involving the re-conditioning or replacement of consumable components, which are replaced routinely from normal wear and tear such as bearings and seals.
- c) Significant Repair:
Any work necessary to restore any piece of equipment to operating condition involving the re-conditioning or replacement of parts not considered consumable, i.e.: shafts, drive motors, housings, and may include lost fluids or chemicals.
- d) Capital Replacement:
Planned or emergency replacement of a major component of the refrigeration system. Such components may be shared such as compressor(s), chiller, or those that are specific to each rink such as brine pumps.

e) Building Maintenance:

Not intended to include janitorial but includes repairs or maintenance to the structure or fixed systems such as exterior/interior walls, roof structure, flooring, electrical and plumbing.

2. The Club and the Facilities, Parks and Recreation Manager agree to meet prior to and following the Curling season to discuss operational issues, maintenance, refrigeration plant, electrical equipment, capital budgets and the facility in general.
3. For the period of November 15th to April 15th of each year starting in 2024 and for an additional four years, the Club shall pay a monthly fee for use of the Curling Club in the amount listed below plus the application of HST:

2024 - 2025	\$ 2,519.71
2025 - 2026	\$ 2,595.30
2026 - 2027	\$ 2,673.16
2027 - 2028	\$ 2,753.25
2028 - 2029	\$ 2,835.85

The monthly fee includes heat, hydro, water, sewer, garbage and snow removal.

If the Club is not and has not been in default in performance of any of the covenants and provisos herein contained, and if it regularly pays the rent, it shall have the right, to be exercised by notice in writing to the Corporation, at least three (3) months before the expiration of the term hereby granted, to renew this lease for a further five (5) year period on the terms and conditions set out herein save and except for any further rights of renewal. The right of renewal shall be from 2028 to 2033. Rate increase will be determined using the annual rate increase as established by Municipality at time of renewal.

4. In addition to the monthly fee as set out in Clause 2, the Club will pay \$25 per month for use of the kitchen facilities and paper products utilized during regular Club play. The Club is responsible for cleaning and maintaining the kitchen and returning same to the same condition as it was found. Kitchen and washroom cleaning is to be completed within 24 hours of the Club's use of space. Should the Club wish to use the kitchen during a bonspiel or other fundraising events, the published rate will be charged.
5. The Corporation retains the right to utilize, rent out and retain any fees for rental of the curling arena and lounge from April 16th to November 14th annually.
6. The Club shall receive up to \$1,000.00 in complimentary facility bookings that can be used anytime through the calendar year, provided that the rental does not conflict with any other events. Should the Club provide proof of their liquor license extension for the facility, the Municipality shall apply the non-licensed facility rental rate.
7. From November 15th to April 15th, the Club retains full responsibility for the curling arena ice surface and lounge and will be one hundred percent (100%) responsible for all day-to-day maintenance and cleaning of same.
8. All routine maintenance issues and kitchen uses are to be discussed with and mutually agreed to by the Club and the Facility Staff.
9. It is understood and agreed that the following areas which are owned by the Corporation are necessary to the operation of both the Curling Arena and the

Skating/Hockey Arena, and are considered shared or specific as outlined below:

Curling Club Specific – Curling Arena 30 h.p. Compressor and that portion of the Circulation System including header and pipes which service the Curling Arena Floor.

Corporation Specific – Skating/Hockey Arena Brine pump and the portion of the circulating system including headers and pipes which services the Skating/Hockey Arena Floor.

Shared – Heat Pump System, Electrical, Chiller (100 Ton), Condenser, and Compressors.

Preventative Maintenance, Routine Maintenance and Repairs - Capital replacement costs and significant repair costs will be shared as mutually agreed to and discussed between the Club and the Corporation.

10. The Club will be responsible for the following costs:

- a) 100% of the compressor repair for 30 HP machine and related components
- b) 100% of capital costs and significant costs to be paid by the Curling Club for costs relating to 100% on components specific to the Curling Arena.
- c) The Corporation agrees to inform the Club in writing of all capital improvements at the time the project is budgeted. This will allow the Club ample opportunity to secure funds to finance its share of the project. All capital projects will be shared at 67% (Corporation) – 33% (Club) unless otherwise mutually agreed upon.
- d) The Corporation and the Club agrees to share startup, shut down, water treatment and any other one-time service or routine maintenance cost, with cost sharing to be a 50-50% split.

11. UTILITIES/MAINTENANCE:

- a) The Corporation shall supply electricity, heat, water, and heating of water and shall be responsible for the exterior maintenance, snow removal and grass cutting of the grounds and parking lot.
- b) The Corporation agrees to notify the Club when new services or equipment are being added or deleted from the building or when major repairs are scheduled.
- c) The Club agrees to clean and maintain the shared washrooms after Club use and special functions to the mutual satisfaction of facility staff and the Club as per the established facility checklist.

12. INSURANCE:

The Club shall carry third party liability insurance in the amount of five (5) million dollars at all times to indemnify and hold harmless the Corporation against and from all claims, demands, loss, cost, damages, actions, suits, claims or other proceedings by whomsoever made, sustained, brought or done or omitted to be done by the Corporation pursuant to this Agreement. The Corporation to be named as an additional insured with a copy being filed with the Corporation on or before January 1st.

13. There will be two (2) annual inspection tours of the curling arena and lounge, to be carried out by the Facilities, Parks and Recreation Manager and a designated Club member in the fall and in the spring to assess the condition of the curling arena and lounge before and after the Corporation's period of responsibility.
14. The Club shall install and mark the curling ice surface as soon as is expedient after November 1st in each year and the Club shall make, maintain and remove the curling ice surface at its sole expense.
15. Should the Club wish to operate past April 15th in any year, the Club shall notify the Manager of Facilities, Parks and Recreation of the extension period. Should the Manager of Facilities, Parks & Recreation approve the extension, the Club shall be required to pay twenty-five (25) percent of the current year's monthly fees per week.
16. Upon entering this Agreement, the parties hereto agree to each designate a representative for the purpose of this Agreement and also agree that the designated representatives may deal with each other in respect of all matters arising under this Agreement.

For the purposes of this Agreement the designated representative of the Corporation contract shall be:

Manager of Facilities, Parks and Recreation
P.O. Box 70
1925 Bruce Road 10
CHESLEY, ON
N0G 1L0

And the designated representative of the Club shall be:

Chairperson
Paisley Curling Club
391 Queen Street North
PAISLEY ON
N0H 2N0

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

Signed, sealed and delivered this _____ day of _____, 2024.

The Corporation of the Municipality of Arran-Elderslie

Per: _____
Steve Hammel, Mayor

Per: _____
Christine Fraser-Mcdonald, Clerk

We have the authority to bind the Corporation.

Paisley Curling Club

Per: _____
Deanna Tanner, President

_____ Witness

Per: _____
Ed Maxwell, Secretary

_____ Witness