

Lease Agreement

Lessee:

Legal Description: ARENA KITCHEN

Memorandum of Agreement made this ____ Day of October 2021

Between: **TOWN OF HIGH LEVEL**
10511-103 St.
High Level, AB T0H 1Z0
(Hereinafter referred to as the “Lessor”)

Of the First Part

And

(Hereinafter referred to as the “Lessee”)

Of the Second Part

In consideration of the mutual promises, terms, covenants and conditions hereinafter set out, THE PARTIES AGREE AS FOLLOWS:

1. Land description

The Lessor leases to the Lessee a portion of that space located on Lot B, Plan1547TR within the Town of High Level in the Province of Alberta, and more specifically described as the Arena Kitchen.

2. Term of lease

The term of this lease shall be from Nov 1, 2021 to March 31, 2022.

3. Lessee to pay rent

The Lessee shall pay monthly rent of _____ per month, plus G.S.T., if applicable, payable on the first day of each month of the lease.

4. Use

The space shall only be used by the Lessee within the Bylaws or Policies of the Town of High Level including, but not limited to, those specifically applicable to the High Level Sports Complex, or for purposes determined by the Lessor in the absence of said Bylaws or Policies. Improvements may be made to the space only with the prior written consent of the Lessor.

5. Suitability of Space

Notwithstanding clause 5 above, the Lessor makes no warranty as to the suitability of the space for the use intended by the Lessee.

6. Lessee to comply with Laws

In carrying out development on the space and in the construction of improvements thereon, the Lessee shall comply with all federal, provincial and municipal laws and obtain necessary approvals, licenses and permits.

7. Lessee to keep space clean

The Lessee shall keep the space in a clean and attractive condition and will not allow refuse from own use to collect on the property and will not create any nuisance on the space.

8. Consent required subletting or assigning

The Lessee shall not sublet, assign, encumber, or charge the space in any way without the express written consent of the Lessor.

9. Termination of lease

The Lessor may terminate the lease upon thirty (30) days' notice to the Lessee in the following circumstances:

- a) where the space is not being used for the purposes determined suitable by the Lessor;
 - b) where the Lessee is in default of the payment of the rent for a period exceeding sixty (60) days;
 - c) where the lease is not held by the Lessee for their sole use and benefit;
 - d) where the Lessee was ineligible to apply for or acquire the lease or is ineligible to hold it;
 - e) where the operation of the kitchen is not conducted in a manner acceptable to the Lessor; or
 - f) failure to follow any other conditions outlined within this lease;
- and the Lessor, upon termination, may re-enter and take possession of the space as though the term of the lease had ended by expiration of the time fixed in the lease.

10. Expiration of lease

The Lessee shall, upon expiration of the term of the lease, or where the lease is terminated, give up occupation of the space to the Lessor.

11. Conditions upon expiration/termination

The Lessee shall not remove any improvements upon termination or expiration of the lease unless written permission to do so is received from the Lessor and then only within the terms and conditions specified in the said written permission.

12. *Withdrawal from the lease*

The Lessee may, on giving the Lessor thirty (30) days' notice, withdraw from the lease. Where the lease is terminated pursuant to this provision the Lessee shall not be responsible for any further rental amounts after the thirty (30) day period, and the Lessee may remove any chattels and equipment owned by the Lessee, or apply to the Lessor for compensation for those same chattels and equipment. The Lessor has full discretion as to whether or not to pay for any chattels or equipment.

13. *Lessee to protect lessor against claims*

The Lessee shall indemnify and save harmless the Lessor from all claims, damages, costs, losses, expenses, actions and suits caused by or arising out of, directly or indirectly, the Lessee's negligence in the occupation of the space and improvements under the lease by the Lessee.

This provision shall survive the termination of the lease.

14. *Lessor's right*

The Lessor may enter the space at any time to inspect and evaluate the Lessee's performance of the provisions of this lease.

15. *Time is of the essence*

Time shall be deemed to be of the essence in this agreement.

16. *Lessee to surrender*

The Lessee hereby surrenders and releases any interest held by the Lessee in the space pursuant to a lease, license, or permit, prior to entering into this agreement, and will take all such steps and execute such documents as are necessary and as are required by the Lessor to release the Lessee's interest in the space under such lease, license, permit or land transfer.

17. *Lease applies to heirs*

This agreement shall ensure to the benefit and be binding upon the heirs, executors, administrators, and assigns of the parties hereto.

18. *Other conditions*

Other conditions to this lease are as follows:

- a) When leaving the premises, the Lessee shall be responsible for ensuring the space is left in a secure and locked manner, including the resetting of alarms.
- b) The Lessor shall not be held responsible for any possessions belonging to the Lessee.
- c) Any false security alarms caused by the lessee will be subject to a \$50.00 call-out charge.

- d) All equipment in the Arena Kitchen which is owned by the Lessor (**Schedule A**) shall remain the property of the Lessor and is not to be removed from the Arena Kitchen, unless written permission to do so is received from the Lessor. A walkthrough prior to start of the lease and following the expiration of the term of the lease will be completed, to ensure cleanliness, and equipment condition. (**Schedule B**)
- e) The Lessee shall assume all responsibility and cost for repairs to equipment damaged by the Lessee during the term of this lease.
- f) The Lessee is responsible for employing the services of casual help or volunteer services which may be required from time to time and all wages, gratuities or honorariums for such help are the sole responsibility of the Lessee.
- g) The Lessee will be required to maintain the Concession at a high level of cleanliness, acceptable to current Public Health Standards and comply with the Occupational Health and Safety Act, including all relevant Municipal, Provincial and Federal regulations.
- h) The Lessee is required to provide all inventory, janitorial supplies and small maintenance products as well as cash tills and electronic banking machine (Debit) necessary to keep the operations, equipment and space to a high standard. The Tenant is responsible for all concession equipment and kitchen cleaning, including grill, deep fryers, coolers, floors, etc.
- i) The Lessee shall comply with all fire and safety regulations and shall not, at any time, obstruct:
 - i) outside fire lanes;
 - ii) doors and exits;
- j) The Lessee shall at all times maintain a minimum of \$2,000,000 liability insurance at all times during the term of this lease, and shall have the Lessor placed on the said liability insurance as an additional named insured and provide proof of such to the Lessor.
- k) The Lessee shall post the hours that the Arena Kitchen will be operated and shall arrange personnel to provide full services during those times.
- l) The Lessee shall have first right for all special events for catering purposes, but will work with special events groups, if the requests do not align. The Schedule A and Schedule B – will be completed before and after the event, by the Lessee if the event takes place during the lease, and the Lessee will be compensated at the current rental rates.
- m) The Lessee shall ensure that there is no smoking within the Arena Kitchen.
- n) The Lessee shall not permit any children less than 14 years of age within the Arena Kitchen. Children under the age of 16 shall be accompanied by an adult.
- o) The Lessee shall insure all personnel are oriented and fully understand how to operate the fire protection equipment within the arena kitchen.

19. AB Nutrition Guidelines Recreation Centre

The Lessee must provide healthy food options as recommended in the Alberta Nutrition Guidelines for Children and Youth in Recreational Facilities.

20. Hours of operation

The Lessee agrees to operate the Kitchen to service the general public for as many hours of arena public programming as their staffing limitations will allow including, without limitation, the following hours:

Monday through Friday from 4:30 p.m. through 9:30 p.m.

Saturday from 9:00 a.m. through 9:00 p.m.

Sundays as required to cover weekend events.

These hours are an approximation and may be adjusted based on facility usage and mutual agreement of both parties The kitchen must provide service for all Curling bonspiels, Hockey Tournaments, and Skating Club events as required by the service group.

21. Force majeure

In the case of any events outside of the control of the Lessor or the Lessee including, but not limited to, labour disputes, disasters, Acts of God or Government, or destruction by fire or other means, this lease may be cancelled or postponed, as the case may be, without consideration from, or penalties to, either the Lessor or Lessee. Provided however, that the Lessee shall in no way be released from its liability for damage to the Building where such damage is caused by the Lessee, its employees or agents.

22. Addresses for delivery of notices

All notices and service of documents required to be given under this agreement shall be in writing and shall be deemed to be good and sufficient if delivered within the time specified to the following addresses:

Lessor: **Town of High Level**
10511-103 St. Street
High Level, Alberta
T0H 1Z0

Lessee:

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS LEASE AS OF THE DAY
AND YEAR ABOVE WRITTEN.

Town of High Level

Witness

Authorized Signature

Witness

Authorized Signature

Kitchen Lessee

Witness

Authorized Signature

Witness

Authorized Signature

Schedule A – List of Equipment

EQUIPMENT	IN GOOD CONDITION AND CLEAN Y/N	COMMENTS
Stainless Steel Counters - Nine		
Fridge – Upright		
Three section sink		
Microwave		
Fryer		
Garbage Cans		
Stainless Steel Shelves		
Coca Cola Cooler		
One section Sink		
Freezer		
Grills and Stove		
Utensils – Bowls		

Position

Signature

Date

Position

Signature

Date

Schedule B – Checklist for Cleaning Before and After Lease

Equipment/Area	Description	Clean Y/N/Partial	Comments
Stainless Steel Counters - Nine	Clean on top, legs		
Stainless Steel Shelves	Clean on top (no accumulative grease)		
Fridge - Upright	Fridge/freezer empty – and clean – no odour – outside doors clean , working condition		
Coca Cola Cooler	Clean inside, working condition , outside wiped down		
Three section sink	No stains, clean, not plugged		
One section Sink	No stains, clean, not plugged		
Microwave	Clean inside, tray removed and clean – operable - outside wiped clean		
Freezer	Clean inside, working condition , outside wiped down, no odour		
Fryer	Oil clear or emptied , surfaces clear, floor underneath clean, non-slippery		
Grills and Stove	Clean, on top and inside		
Floors	Not Greasy- Cleaned		
Garbage	Empty – container clean		

Position

Signature

Date

Position

Signature

Date