



## **LEASE RENTAL AGREEMENT**

THIS LEASE made the \_\_\_\_\_ day of \_\_\_\_\_ 2023

BETWEEN:

**City of Langford**  
2<sup>nd</sup> floor 877 Goldstream Ave  
Langford, BC V9B 2X8

(the "Landlord");

OF THE FIRST PART

AND:

**School District No. 62**  
3143 Jacklin Road,  
Victoria, BC V9B 5R1

(the "Tenant");

OF THE SECOND PART

### **LEASED PREMISES**

1.0 In consideration of the rents, covenants, conditions and agreements herein reserved and contained on the part of the Tenant to be paid, observed and performed, the Landlord demises and leases unto the Tenant the portion of the building marked in a sketch plan attached as Schedule "A" (herein called the "Demised Premises") forming part of those certain premises situated in the District of Langford, in the Province of British Columbia, municipally described as:

- A) 104-1089 Langford Parkway, Victoria, British Columbia, V9B 0A5, consisting of approximately 600 square feet ("Unit 104");
- B) 105-1089 Langford Parkway, Victoria, British Columbia, V9B 0A5, consisting of approximately 600 square feet ("Unit 105");
- C) 106-1089 Langford Parkway, Victoria, British Columbia, V9B 0A5, consisting of approximately 600 square feet ("Unit 106");

(Collectively, herein called the "Lands")



**TERM**

- 2.0 TO HAVE AND TO HOLD the Demised Premises for and during a term of five (5) years commencing on the 1<sup>st</sup> of August 2023 and ending on the Last day of July 31<sup>st</sup>, 2028 (herein called the "Term").
- 2.1 TO be used by the Tenant for the purposes of classroom or office use for the school district.

**RENT**

- 3.0 YIELDING AND PAYING therefore to the Landlord monthly and every month during the Term without any deduction, set off, or abatement, the following amounts plus GST/HST as applicable of lawful money of Canada to be paid in advance on the 1st day of each and every month to the Landlord at 1089 Langford Parkway, Victoria, British Columbia, or at such other place as the Landlord may direct in writing:

Starting from August 1<sup>st</sup>, 2023, and for the first two years of the Term, the Rent for each Unit will be \$1,308.00 due on the first day of each subsequent month.

From August 1<sup>st</sup>, 2025, and for the third and fourth years of the Term, the Rent for each Unit will be \$1,350.00 due on the first day of each subsequent month.

From August 1<sup>st</sup>, 2027, and for the fifth year of the Term, the Rent for each Unit will be \$1,380.00 due on the first day of each subsequent month.

If Rent is not received on the 1<sup>st</sup> of the month the Landlord may charge a late fee in the amount \$50.00 per day.

- 3.1. The Tenant shall pay to the Landlord the Rent for the last month of the Term for each Unit in advance (the "Final Month's Rent"). This payment shall be due and payable upon the execution of this Lease Agreement. The amount due for the Final Month's Rent is \$1,380.00 plus G.S.T. for each Unit.
- 3.2. Rent shall include the sums payable under section 3, plus any and all other amounts payable under the terms of this lease.

**G.S.T.**

- 3.3. The Tenant shall pay all charges levied under the Excise Tax Act of Canada commonly called the G.S.T. in addition to the Rent payable pursuant to section 3.

**TENANT'S COVENANTS**

**Pay Rent**

- 4.0 The Tenant shall pay to the Landlord the Rent hereby reserved and all other sums to be paid by the Tenant hereunder in the manner herein provided.



**Business Tax, Etc.**

- 4.1. The Tenant shall pay all business or other taxes from time to time levied in respect of the Tenant's use or occupancy of the Demised Premises including penalties for late payment thereof.

**Business Licence Fees, Machinery Taxes**

- 4.2. The Tenant shall pay when due all business licence fees and all other taxes and charges levied or assessed in respect of the use or occupancy of the Demised Premises by the Tenant or the equipment, machinery, or fixtures brought therein or belonging to the Tenant, or to anyone occupying the Demised Premises with the Tenant's consent, and to pay to the Landlord upon demand the portion of any tax, rate, duty or charge levied or assessed upon the Lands that is attributable to any Tenant's improvements and fixtures on the Demised Premises constructed by or on behalf of or belonging to the Tenant, including penalties for late payment thereof.

**Evidence of Payments**

- 4.3. The Tenant shall produce to the Landlord from time to time at the request of the Landlord satisfactory evidence of the due payment by the Tenant of all payments required to be made by the Tenant under this Lease.

**Acts Conflicting with Insurance**

- 4.4. The Tenant shall not do or permit to be done any act or thing which may render void or voidable or conflict with the requirements of any policy or policies of insurance, including any regulations of fire insurance underwriters applicable to such policy or policies, whereby the Demised Premises are insured or which may cause any increase in premium to be paid in respect of any such policy. In the event that any such policy or policies is or are cancelled by reason of any act or omission of the Tenant, the Landlord shall have the right at its option to terminate this Lease forthwith by giving notice of termination to the Tenant, and in the event that the premium to be paid in respect of any such policy is increased by any act or omission of the Tenant, including the use of the Demised Premises for the purposes for which they are leased in this Lease, the Tenant shall pay to the Landlord the amount by which said premium shall be so increased.

**No Nuisance**

- 4.5. The Tenant shall not at any time during the said Term, use, exercise or carry on or permit or suffer to be used, exercised or carried on, in or upon the Lands on the Demised Premises or any part thereof any nuisance, noise or offensive act, trade, business, occupation or calling, and no act, matter or thing whatsoever shall at any time during the Term be done in or upon the Lands on the Demised Premises or any part thereof which shall or may be or grow to the annoyance, nuisance, damage or disturbance of the occupiers or owners of the Lands on the Demised Premises or adjoining land and properties.

**Comply with Laws, Charges, Encumbrances, Etc.**

- 4.6. The Tenant shall comply promptly at its expense with all laws, ordinances, regulations, requirements and recommendations, which may be applicable to the Tenant or to the manner of use of the Demised Premises, of any and all federal, provincial, civic, municipal and other



authorities or association of insurance underwriters or agents and all notices in pursuance of same and whether served upon the Landlord or the Tenant. The Tenant shall comply with all charges and encumbrances registered in the Land Title Office on title to the land which is comprised in part of the Demised Premises.

**Comply with Rules and Regulations**

- 4.7. The Tenant agrees that the rules and regulations as shall from time to time be made by the Landlord and communicated to the Tenant in writing shall be observed and performed by the Tenant and its agents, clerks, servants or employees and all such rules and regulations now in force or hereafter put in force and shall be read as forming part of the terms and conditions of this Lease.

**Damage to Demised Premises by Tenant**

- 4.8. The Tenant shall pay to the Landlord a damage deposit in the amount of \$1,000.00 for each Unit upon execution of the Lease, and also agrees to indemnify and reimburse the Landlord for any and all costs incurred by the Landlord in making good any damage caused to the Lands on the Demised Premises, the improvements thereon or any part thereof including the furnishings and amenities thereof as a result of the negligence or wilful act of the Tenant, its invitees, licensees, agents, servants or other persons from time to time in or about the Lands on the Demised Premises. The Tenant shall obtain and maintain insurance covering theft, break-ins and vandalism to the Demised Premises with such coverage to be proven to and approved by the Landlord.

**Assigning or Subletting or Encumbering the Lease**

- 4.09.01 The Tenants shall not by licence permit any other person to occupy the Demised Premises and shall not mortgage or otherwise encumber this Lease or any right or interest herein and shall not assign or sublet the Demised Premises or any part thereof without the prior consent in writing of the Landlord, which consent shall not be unreasonably withheld. PROVIDED that the Tenant shall, at the time the Tenant shall request the consent of the Landlord, deliver to the Landlord such information in writing (the "Required Information") as the Landlord may reasonably require respecting the proposed assignee or subtenant including the name, address, nature of business, financial responsibility and standing of such proposed assignee or subtenant.

- 4.09.02 In no event shall any assignment or subletting to which the Landlord may have consented release or relieve the Tenant from his obligations fully to perform all the terms, covenants, and conditions of this Lease on his part to be performed and in any event the Tenant shall be liable for the Landlord's reasonable costs incurred in connection with the Tenant's request for consent.

- 4.09.03 For the purposes of this paragraph an Assignment of this Lease to a limited company in which the Tenants have all the voting shares shall be permitted by the Landlord, but the Assignment shall not release or relieve the Tenant from his obligation to perform all the terms, covenants and conditions of this Lease.

**Indemnity to Landlord**

- 4.10. The Tenant shall indemnify, defend and save harmless the Landlord from any and all liabilities, damages, fines, costs, expenses, claims, suits or actions of any kind or nature whatsoever for which the Landlord may become liable, suffer or incur by reason of or related to or arising from:



- a) any breach, violation, or non-performance by the Tenant of any covenant, condition or agreement in this Lease on the part of the Tenant to be fulfilled, kept, observed and performed;
- b) any wrongful act, omission or negligence of the Tenant or its members, directors, officers, employees, agents, contractors or others for whom it is responsible; or
- c) any injury to any licensee, invitee, agent or employee of the Tenant, including death, resulting at any time there from, occurring in or about the Demised Premises; or
- d) any property damage, loss, or contamination arising from the Tenant's occupation of the Demised Premises or the rights granted under this Lease

and this indemnity shall survive the expiry or sooner determination of this Lease. In this section, references to the Landlord include its elected officials, officers, employees, agents, contractors and others for whom it is in law responsible.

### **Tenant's Insurance**

- 4.11.01 The Tenant shall at its expense, provide and maintain in force during the Term of this Lease or any extension thereof:
- a) plate glass insurance, for the benefit of the Landlord and the Tenant covering all plate glass in the Demised Premises, including plate glass windows and doors in an amount equal to the full insurable value thereof;
  - b) primary public liability and property damage insurance, for the benefit of the Landlord and the Tenant in such amounts as may be required by the Landlord in respect of injury or death to one or more persons or property damage occurring either in the Demised Premises, upon the Lands; and
  - c) insurance in respect of fire and such other perils as are from time to time defined in the usual extended coverage endorsement covering the Tenant's leasehold improvements, trade fixtures and furniture and equipment to their full insurable value.
- 4.11.02 All insurance shall be effected with insurers and brokers and upon terms and conditions satisfactory to the Landlord and copies of all policies shall be delivered to the Landlord at the outset of this Lease and from time to time thereafter at the request of the Landlord.
- 4.11.03 All policies of insurance shall add the Landlord as an additional insured, contain a waiver of subrogation clause in favour of the Landlord and shall also contain a clause requiring the insurer not to cancel or change the insurance without first giving the Landlord thirty (30) days prior written notice thereof.
- 4.11.04 The Tenant agrees that if it does not provide or maintain in force such insurance, the Landlord may take out the necessary insurance and pay the premium therefore for periods of one (1) year at a time, and the Tenant shall pay to the Landlord as Additional Rent the amount of such premium immediately on demand.
- 4.11.05 In the event that both the Landlord and the Tenant have claims to be indemnified under any such insurance, the indemnity shall be applied first to the settlement of the claim of the Landlord and the balance, if any, to the settlement of the claim of the Tenant.

### **Goods, Chattels, Etc. Not To Be Removed**



- 4.12. The Tenant agrees that all goods, chattels and fixtures when moved into the Demised Premises shall not, except in the normal course of business, be removed from the Demised Premises until all rent due or to become due during the term of this Lease and all utility charges are fully paid, unless expressly agreed to in writing by both parties to this Lease, as the case may be.

#### **Repairs**

4.13.01 The Tenant shall, during the said Term, well and sufficiently maintain, amend and keep the Demised Premises, with the appurtenances and all fixtures, in good and substantial repair when, where and so often as need shall be, reasonable wear and tear, damage by fire and other risks against which the Landlord is insured (collectively referred to as "Tenant repair exceptions") only excepted and the Tenant will, upon notice in writing, reimburse the Landlord for the costs of repairing or restoring any damage caused by the negligence or wilful acts of the Tenant, its servants, agents or employees to the building or the Lands.

4.13.02 The Landlord and its agents shall have the right at all reasonable times during the Term, to enter the Demised Premises to examine the condition thereof, and further, that all want of reparation that upon such a view shall be found, and for the amendment of which notice in writing shall be left at the Demised Premises, the Tenant shall well and sufficiently repair and make good accordingly within fifteen (15) days from the date on which such written notice is left at the Demised Premises.

#### **Use of Premises**

4.14 The Tenant shall not use the Demised Premises nor allow the Demised Premises to be used for any other purpose than that provided in paragraph 2.01.

#### **Signs**

4.15 The Tenant shall not paint, display, inscribe, place or affix any sign, picture, advertisement, notice, lettering or direction on any part of the Demised Premises without the prior written approval of the Municipality/City and the Landlord, which Landlord's approval shall not be unreasonably withheld.

#### **Alterations, Etc.**

4.16.01 The Tenant shall not without the prior written consent of the Landlord, which consent shall not be unreasonably withheld, make any alterations, repairs or improvements to the Demised Premises.

4.16.02 The Tenant may at the commencement of the term of this Lease and at any time and from time to time during the Term at its expense make such changes, alterations or improvements to the Demised Premises, as will in the judgment of the Tenant better adapt the same for the purposes of its business provided that:

- a) all changes, alterations, additions or improvements will require the written consent of the Landlord;
- b) all the Tenant's work will be done in accordance with plans and specifications approved by the Landlord, such approval not to be unreasonably withheld, and in accordance with such conditions and regulations as may be adopted from time to time by the Landlord;
- c) the Tenant may, prior to the delivery of possession, install fixtures and other equipment in the Demised Premises and it is agreed by the Tenant that the Landlord has no responsibility,



- risk or liability whatsoever for any loss of or damage to any fixtures or other equipment so installed or left on the Demised Premises by the Tenant;
- d) all changes, alterations, additions and improvements will comply with all statutes, regulations or bylaws of any municipal, provincial, federal or other authority;
  - e) the Tenant will not suffer or permit any liens to be filed against the Demised Premises;
  - f) the Tenant will observe the provisions of paragraph 4.4.

4.16.03 The Tenant covenants with the Landlord that the Tenant shall promptly pay all charges incurred by the Tenant for any work, materials or services that may be done, supplied or performed in respect of the Demised Premises and shall forthwith discharge any liens in respect of same at any time filed against and keep the Lands and premises of which the Demised Premises form a part free from liens and in the event that the Tenant fails to do so, the Landlord may, but shall be under no obligation to pay into Court the amount required to obtain a discharge of any such lien in the name of the Tenant, and any amount so paid together with all disbursements and costs in respect of such proceedings on a solicitor and own client basis shall be forthwith due and payable by the Tenant to the Landlord. The Tenant shall allow the Landlord to post and keep posted on the Demised Premises any notices that the Landlord may desire to post.

#### **Peaceful Surrender**

4.17.01 The Tenant shall, at the expiration or sooner determination of this Term, peaceably surrender and yield up unto the Landlord the Demised Premises with the appurtenances, together with all fixtures or erections which at any time during the Term shall be made therein or thereon in good and substantial repair and condition, except the Tenant's trade fixtures, and deliver to the Landlord all keys to the Demised Premises which the Tenant has in its possession.

4.17.02 The Tenant shall immediately before the expiration or sooner determination of the Lease wash the floors, windows, doors, walls and woodwork of the Demised Premises. The Tenant further covenants that the Tenant will not upon such expiration or sooner determination leave upon the premises any rubbish or waste material and will leave the premises in a clean and tidy condition.

#### **Utilities**

4.18 The Tenant shall pay all rates and charges for cable, internet and telephone.

#### **Care of Premises**

4.19.01 The Tenant shall take good care of the Demised Premises and keep same in a tidy and healthy condition.

4.19.02 The Tenant shall not allow any ashes, refuse, garbage or other loose or objectionable material to accumulate in or about the Demised Premises.

4.19.03 The Tenant shall place in containers of a type approved by the Landlord all garbage and refuse and such containers shall be deposited for pick-up at such times and places as are designated in writing from time to time by the Landlord, and the Tenant shall arrange for removal of all garbage and refuse from the lands.

4.19.04 The Tenant shall not do or suffer or permit any waste or damage, disfiguration or injury to the Demised Premises or the fixtures and equipment thereof or permit or suffer any overloading



of any floors thereof and shall not place in, on or about the Demised Premises any fixtures, equipment, machinery, or materials of a weight beyond the capacity for which the building is designed, or to the extent that will cause damage to the building or cause excessive vibration; and that the Tenant will repair any damage done to the Demised Premises or the building by reason of any excessive weight placed in the Demised Premises, or excessive vibration caused in the Demised Premises.

4.19.05 The Tenant shall, at its own expense, be responsible for and shall maintain and replace from time to time as may be reasonably necessary during the term of this Lease, all light fixtures, tubes, ballasts, and starters in the Demised Premises.

4.19.06 The Tenant shall, at its own expense, replace or repair, under the direction and to the reasonable satisfaction of the Landlord, the glass, locks and trimmings of the doors and windows in or upon the Demised Premises which become damaged, or broken except any glass, locks or trimmings damaged or broken by the Landlord, its employees, agents or contractors.

4.19.07 The Tenant shall maintain in good operating condition and to the satisfaction of the Landlord, the water, sewer and gas connections and the plumbing fixtures and heating and air conditioning equipment and all other major mechanical systems exclusive to the Tenant's use and shall keep the same in clean and good working order. It is understood and agreed that in case the said fixtures and equipment or any part thereof shall be damaged or destroyed or become incapable of performing their function, the Tenant shall repair or replace the same to the satisfaction of the Landlord. All warranties for said mechanical equipment will be assigned to the Tenant.

4.19.08 The Tenant shall keep well painted the painted portions of the interior of the Demised Premises.

#### **Examination of Premises**

4.20 The Tenant will examine the Demised Premises before taking possession hereunder and such taking of possession will be, in the absence of agreement in writing to the contrary, evidence as against the Tenant that at the time thereof the Demised Premises were in good order and satisfactory condition. No promise of the Landlord to alter, remodel or improve the Demised Premises and no representation respecting the condition of the Demised Premises have been made by the Landlord other than those contained herein.

#### **Nuisance, Waste**

4.21 The Tenant shall not cause or suffer or permit any oil or grease or any harmful, objectionable, toxic, dangerous, poisonous, or explosive matter or substance to be discharged into the Demised Premises or into the driveways, common areas, ditches, water courses, culverts, drains or sewers in or adjacent thereto, and will take all reasonable measures for ensuring that any effluent discharged will not be corrosive, poisonous or otherwise harmful, or cause obstruction, deposit or pollution within the Demised Premises, driveways, common areas, ditches, water courses, culverts, drains or sewers. If the Tenant violates this provision then the Tenant shall be responsible for all cost, charges or expenses associated with the resulting clean up including any related fines, penalties, costs, damages or charges.

#### **Access**





4.22.01 The Tenant shall not permit any vehicles belonging to the Tenant to cause obstruction on any roads, parking lot or driveways in the neighbourhood of the Demised Premises, or prevent the ingress and egress to all other tenants in all adjoining buildings, and will use its best endeavours to ensure that persons doing business with the Tenant and its servants and workmen shall not permit any vehicles to cause such obstruction as aforesaid.

4.22.02 The Tenant shall not stack any materials in any adjacent driveways, or common areas and shall cause no obstruction to vehicles operating on the driveways and adjacent parking and common areas.

#### **Auction**

4.23 The Tenant shall not at any time during the Term or any extension thereof, permit any sale by auction to be held within the Demised Premises or any part thereof.

#### **Freedom of Information**

4.24 The Tenant acknowledges that the City is subject to the *Freedom of Information and Protection of Privacy Act (FOIPPA)*, and that the City may be legally obligated to disclose to a person parts, or all, of this Lease and any documents legally connected to this Lease, and that the authority of the City to refuse to disclose a record containing third party confidential information is limited as set out in section 21 of *FOIPPA*. If the Tenant considers that information supplied by it to the City in connection with this Lease is confidential information that should not be disclosed to a person making a request under *FOIPPA*, the Tenant shall identify this information to the City, indicate that the information is supplied in confidence, and refer to *FOIPPA* and section 21 of *FOIPPA* in this regard. The Tenant acknowledges and agrees that the City may be required to disclose Tenant information even where the Tenant stipulates that such information is supplied in confidence. The Tenant acknowledges and agrees that any information included in this Lease including in the schedules to this Lease is not supplied in confidence.

### **LANDLORD'S COVENANTS**

#### **Quiet Enjoyment**

5.0 The Landlord hereby warrants to the Tenant that it has the legal right and authority to enter this Lease and covenants with the Tenant that the Tenant, paying the rent hereby reserved and performing the covenants herein on the Tenant's part contained, shall and may peaceably possess and enjoy the Demised Premises for the Term hereby granted without any interruption or disturbance from the Landlord or any other person lawfully claiming by, from or under the Landlord.

#### **Taxes**

5.1 The Landlord hereby covenants that it will pay or cause to be paid all Taxes with respect to the Demised Premises except those directly assessed or charged to or payable by the Tenant or assessed or charged with reference to the use or occupation of the Demised Premises and except as herein otherwise provided.

### **LANDLORD AND TENANT COVENANT EACH WITH THE OTHER**



**Damage to or Destruction of Premises**

6.0.01 Provided that if during the Term hereby demised or any extension thereof, the Demised Premises shall be damaged or destroyed and the Tenant is not required by the terms of this Lease to repair such damage, the Landlord may repair or rebuild the Demised Premises or terminate this Lease. If the Landlord elects to repair or rebuild the Demised Premises, for the duration of such work the Rent shall abate in the proportion that the part of the Demised Premises rendered unfit for occupancy bears to the whole of the Demised Premises until the Demised Premises are rebuilt; and the Landlord agrees that it will with reasonable diligence subject always to the provisions of paragraphs 6.0.02.

6.0.02 If the Landlord elects to rebuild the Demised Premises, but has not substantially rebuilt the Demised Premises within one hundred twenty (120) days of the damage or destruction, then the Tenant may give the Landlord written notice requiring the Landlord to complete the rebuilding within the next thirty (30) days. If the Landlord does not complete the rebuilding within the next thirty (30) days, then the Tenant may at its option terminate this Lease.

**Access to Premises and to Common Areas, Etc.**

- 6.1.1 The Landlord agrees that during the term of this Lease the Tenant and the employees, agents, customers and invitees respectively of the Tenant shall have the rights of access to the Demised Premises.
- 6.1.2 In conjunction with the Demised Premises the customers of the Tenant shall be entitled, during normal business hours of the Lands and buildings only, to use the customer parking areas in common with the customers or parties using the Lands and building.
- 6.1.3 The Tenant, their employees, suppliers and other persons not customers having business with the Tenant, shall be prohibited from using for parking of vehicles and loading or unloading of vehicles on any part of the customer parking areas as such may be designated and changed from time to time by the Landlord. The Tenant and employee parking shall be limited to specified times and places so as to cause minimal interference to business within the building. Parking shall be regulated by the Landlord and/or the City in a reasonable manner and the Tenant and their employees, suppliers and other persons not customers shall abide by such regulations as may from time to time be established by the Landlord and/or the City. If requested by the Landlord, the Tenant shall supply their employees' vehicle licence numbers to the Landlord.

**Landlord's Right to Do Work**

6.2 The Landlord and any persons authorized by the Landlord shall have the right to enter upon the Demised Premises to make such repairs, alterations, improvements or additions as it may deem advisable and the Landlord or any persons authorized by the Landlord shall be allowed to take all material into and upon the said premises that may be required therefore. The rent hereunder shall in no wise abate while such repairs, alterations, improvements or additions are being made by reason of loss or interruption of the business of the Tenant because of the prosecution of any such work.

**Landlord's Right to Inspect and Display Sign**

6.3 Provided also that during the Term hereby created any person or persons may inspect the Demised Premises and all parts thereof at all reasonable times on producing a written order to



that effect signed by the Landlord or its agents. The Landlord shall have the right during the last three (3) months of the Term to place upon the Demised Premises a notice of reasonable dimensions and reasonably placed so as not to interfere with the business of the Tenant, stating that the Demised Premises are for rent and further provided that the Tenant will not remove such notice or permit the same to be removed.

**Landlord May Perform Tenant's Covenants, Etc.**

6.4 If the Tenant shall fail to perform or cause to be performed each and every one of the covenants and obligations of the Tenant in this Lease contained, on the part of the Tenant to be observed and performed, the Landlord shall have the right (but shall not be obligated) to perform or cause the same to be performed and to do or cause to be done such things as may be necessary or incidental thereto (including without limiting the foregoing, the right to make repairs, installations, erections or expend moneys) and all payments, expenses, charges, fees (including all legal fees on solicitor and client basis) and disbursements incurred or paid by or on behalf of the Landlord in respect thereof shall be paid by the Tenant to the Landlord forthwith.

**Default of Tenant**

6.5.01 It is hereby expressly agreed that if and whenever the rent or additional rent hereby reserved or any part thereof shall not be paid on the day appointed for payment thereof, whether lawfully demanded or not, or in case of breach or non-observance or non-performance of any of the covenants, agreements, provisos, conditions or Rules and Regulations on the part of the Tenant to be kept, observed and performed, or in case the Demised Premises shall be vacated or remain unoccupied for fifteen (15) days or in case the Term shall be taken in execution or attachment for any cause whatever, then and in every such case, it shall be lawful for the Landlord thereafter to enter into and upon the Demised Premises or any part thereof in the name of the whole and the same to have again, repossess and enjoy as of its former estate, anything in this Lease contained to the contrary notwithstanding other than the proviso to this sub-paragraph. Provided that the Landlord shall not at any time have the right to re-enter and forfeit this Lease by reason of the Tenant's default in the breach or non-observance or non-performance of any of the covenants, agreements, provisos, conditions or Rules and Regulations contained in this Lease, unless and until the Landlord shall have given to the Tenant at least five (5) business days' written notice of their intention to do so and setting forth the default complained of, and the Tenant shall have the right during such five (5) business days to cure any such default.

6.5.02 For the purposes of paragraph 6.05.01 the Demised Premises shall not be deemed vacant or unoccupied during the annual holidays taken by the Tenant which shall not exceed four (4) weeks in each year. The Tenant shall notify the Landlord in writing of the dates of their vacation periods.

**Bankruptcy, Default, Etc.**

6.6.01 Provided further that in case without the written consent of the Landlord, the Demised Premises shall be used by any other person than the Tenant or for any other purpose than that for which the same were let or in case the Term or any of the goods and chattels of the Tenant shall be at any time seized in execution or attachment by any creditor of the Tenant or the Tenant shall make any assignment for the benefit of creditors or any bulk sale or become bankrupt or insolvent or take the benefit of any Act now or hereafter in force for



bankrupt or insolvent debtors, or if the Tenant is a corporation and any order shall be made for the winding up of the Tenant, or other termination of the corporate existence of the Tenant, or if for any other reason this Lease shall be in default, then in any such case this Lease shall at the option of the Landlord cease and determine and the Term shall immediately become forfeited and void and the then current month's rent and the next ensuing three (3) months rent or the rent due until the end of the Term, whichever is the lesser, shall immediately become due and be paid and the Landlord may re-enter and take possession of the Demised Premises as though the Tenant or other occupant or occupants of the Demised Premises were holding over after the expiration of the Term without any right whatever.

- 6.6.02 The Tenant further covenants and agrees that on the Landlord's becoming entitled to re-enter upon the Demised Premises under any of the provisions of this Lease, the Landlord in addition to all other rights shall have the right to enter the Demised Premises as the agent of the Tenant either by force or otherwise, without being liable for any prosecution therefore and to re-let the Demised Premises as the agent of the Tenant, and to receive the rent therefore and as the agent of the Tenant to take possession of any furniture or other property on the Demised Premises and to sell the same at public or private sale without notice and to apply the proceeds of such sale and any rent derived from reletting the Demised Premises upon account of the rent under this Lease, and the Tenant shall be liable to the Landlord for the deficiency, if any.

#### **Right of Termination**

- 6.7 The Tenant further covenants and agrees that on the Landlord's becoming entitled to re-enter upon the Demised Premises under any of the default provisions of this Lease, the Landlord, in addition to all other rights, shall have the right to determine forthwith this Lease and the Term by leaving upon the Demised Premises notice in writing of their intention so to do, and thereupon rent shall be computed, apportioned and paid in full to the date of such determination of this Lease and any other payments for which the Tenant is liable under this Lease shall be paid, and the Tenant shall immediately deliver up possession of the Demised Premises to the Landlord, and the Landlord may re-enter and take possession of the same.

#### **Distress**

- 6.8 The Tenant waives and renounces the benefit of any present or future statute taking away or limiting the Landlord's right of distress, and covenants and agrees that notwithstanding any such statute none of the goods and chattels of the Tenant on the Demised Premises at any time during the Term shall be exempt from levy by distress for rent in arrears. In the event that the Tenant shall remove or permit the removal of any of its goods or chattels from the Demised Premises, the Landlord may within thirty (30) days thereafter and if the Tenant is in arrears of rent, seize such goods and chattels wherever the same may be found and may sell or otherwise dispose of the same as if they had actually been distrained upon the Demised Premises by the Landlord for arrears of rent.

#### **Non-Waiver**

- 6.9 No condoning, excusing or overlooking by the Landlord of any default, breach or non-observance by the Tenant at any time or times in respect of any covenant, proviso or condition herein contained shall operate as a waiver of the Landlord's right hereunder in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat or affect in any way the rights of the Landlord herein in respect of any such continuing or subsequent default



or breach, and no waiver shall be inferred from or implied by anything done or omitted by the Landlord save only express waiver in writing. All rights and remedies of the Landlord in this Lease contained shall be cumulative and not alternative.

### **Overholding**

6.10 If at the expiration of the term of this Lease the Tenant shall hold over with the consent of the Landlord, the tenancy of the Tenant thereafter shall, in the absence of written agreement to the contrary, be from month to month only at a rental per month equal to one-tenth (1/10th) of the rental payable for the year immediately preceding such expiration, payable monthly in advance on the first day of each lease month and shall be subject to all other terms and conditions of this Lease.

### **Removal of Fixtures, Etc.**

6.11 Subject to paragraph 4.12 hereof the Tenant may at or prior to the expiration of the Term hereby granted, take, remove and carry away from the Demised Premises any fixtures, fittings, shelving, counters or other articles upon the Demised Premises in the nature of trade or tenant's fixtures, but the Tenant shall in such removal do no damage to the Demised Premises, or shall make good any damage which the Tenant may occasion thereto; provided further that the Tenant shall not remove or carry away from the Demised Premises any building or any plumbing, heating, air-conditioning or ventilating plant or equipment or other building services; and further notwithstanding anything herein contained the Landlord shall have the right upon the termination of this Lease by effluxion of time or otherwise to require the Tenant to remove its installations, alterations, additions, partitions and fixtures or anything in the nature of leasehold improvements made or installed by the Tenant or by the Landlord on behalf of the Tenant and to make good any damage caused to the Demised Premises by such removal.

### **Extension**

6.12.01 The Landlord covenants with the Tenant that if the Tenant shall duly and regularly pay the Rent and perform each and every covenant, proviso and agreement herein on the part of the Tenant to be performed, the Landlord may at its sole discretion, at the expiration of the Term and upon the Tenant's written request, mailed or delivered to the Landlord not later than six (6) months before the expiration of the Term, grant to the Tenant an extension of this Lease of the Demised Premises for a further term of two (2) years at a rental to be agreed upon as per paragraph 6.12.02 hereof and on the same covenants, provisos and agreements as are herein contained except the Right for further extension of this Lease.

6.12.02 The rent and additional rent for the extension of the Term will be determined by agreement between the parties or as determined by paragraph 6.12.03.

6.12.03 In the event of the failure of the Landlord and the Tenant to agree upon the rent and/or additional rent to be paid for a two (2) year Extension of Lease, the amount of such rent shall be settled by arbitration as set out herein.

### **Sale of Premises**

6.13 In the event of a sale or conveyance by the Landlord of the Demised Premises or assignment of this Lease, the same shall operate to release the Landlord from any future liability upon any of the covenants or conditions, express or implied, herein contained on the part of the



Landlord, and in such event the Tenant agrees to look solely to the responsibility of the successor in interest of the Landlord. If any security is given by the Tenant to secure performance of the Tenant's covenants hereunder, the Landlord may transfer such security, to the purchaser of the reversion and thereupon the Landlord shall be discharged from any further liability in reference thereto.

**Landlord Not Responsible for Injuries, Loss, Damage, Etc.**

- 6.14 The Landlord shall not be responsible in any way for any injury to any person or for any loss of or damage to any property belonging to the Tenant or to other occupants of the Demised Premises or to their respective invitees, licensees, agents, servants or other persons from time to time attending at the Demised Premises while such person or property is in or about the Demised Premises, including without limiting the foregoing, any loss of or damage to any such property caused by theft or breakage, or failure to keep the Demised Premises free from refuse, obnoxious odours, vermin or other foreign matter or otherwise, acts or negligence of guests, invitees or employees or the Tenant or other occupants of the premises, acts or negligence of any owners or occupants of adjacent or contiguous property or their guests, invitees, or employees, acts of God, acts or negligence of any person not in the employ of the Landlord, or any other loss whatsoever with respect to the Demised Premises and/or any business carried on therein.

**No Liability For Indirect Damages, Etc.**

- 6.15 Under no circumstances shall the Landlord be liable for indirect or consequential damage or damages for personal discomfort or illness by reason of the non-performance or partial performance of any covenants of the Landlord herein contained.

**No Representation By Landlord**

- 6.16 There is no promise, representation or undertaking by or binding upon the Landlord with respect to any alteration, remodelling or decorating of or installation of equipment or fixtures in the Demised Premises except such, if any, as is expressly set forth in this Lease, and this Lease contains all the agreements and conditions made between the parties hereto.

**Subordination**

- 6.17 If required by the Landlord so to do, the Tenant shall subordinate this Lease to any mortgage, including any deed of trust and mortgage and all indentures supplemental thereto, which now or hereafter during the said Term affect or relate to this Lease, the Demised Premises and to all modifications or extensions thereof. The Tenant agrees to execute promptly, from time to time any assurance which the Landlord may require to confirm this subordination and hereby constitutes the Landlord, the agent or attorney of the Tenant for the purpose of executing any such assurance and of making application at any time and from time to time to register postponement of this Lease in favour of any such mortgage in order to give effect to the provisions of this paragraph.

**Registration**

- 6.18 The Tenant covenants and agrees with the Landlord that the Landlord is not responsible for providing the Lease in registerable form and the Landlord shall not be obligated to execute a registrable copy of this Lease.

**Release Entire Relationship**



6.19 The Tenant acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Lease save as expressly set out in this Lease and that this Lease constitutes the entire agreement between the Landlord and the Tenant and may not be modified except as herein explicitly provided or except by subsequent agreement in writing of equal formality executed by the Landlord and the Tenant.

**Notices**

6.20 Any notice herein provided for or given hereunder if given by the Tenant to the Landlord shall be sufficiently given if mailed in Canada by registered or certified mail, postage prepaid to the Landlord's agent, as set out below, at 1089 Langford Parkway, Victoria, British Columbia V9B 0A5. Any notice herein provided for or given hereunder, if given by the Landlord to the Tenant, shall be sufficiently given if mailed addressed to the Tenant at the Demised Premises or left at the Demised Premises. Any notice mailed as aforesaid shall be conclusively deemed to have been given on the second business day following the day on which such notice is mailed as aforesaid. Either the Landlord or the Tenant may at any time give notice in writing to the other of any change of address of the party giving such notice and from and after the giving of such notice the address therein specified shall be deemed to be the address of such party for the giving of such notices thereafter. The word "notice" in this paragraph shall be deemed to include any request, demand, direction or statement in writing in this Lease provided or permitted to be given by the Landlord to the Tenant or by the Tenant to the Landlord.

**Payments to Landlord**

6.21.01 All payments required to be made by the Tenant under or in respect of this Lease shall be made without any set-off, compensation or deduction whatsoever to the Landlord or to such agent or agents of the Landlord as the Landlord shall hereunder from time to time direct in writing to the Tenant. The Tenant shall pay to the Landlord interest at a rate equal to Five (5%) per cent per annum above the rate of interest charged and published from time to time by the Royal Bank of Canada as its most favourable rate of interest to its most creditworthy and substantial commercial customers on large loans, commonly known as its Prime Rate, on all payments of rent and other sums required to be made under the provisions of this Lease so long as such payments remain unpaid.

6.21.02 All sums paid or expenses incurred hereunder by the Landlord, which ought to have been paid or incurred by the Tenant, or for which the Landlord hereunder is entitled to reimbursement from the Tenant and any interest owing to the Landlord hereunder, may be recovered by the Landlord as additional Rent by any and all remedies available to it for the recovery of rent in arrears.

**Arbitration**

6.22 In the event there is:

- a) any dispute regarding the terms of this Agreement; or
- b) any matter which needs to be referred to arbitration pursuant to the terms of this Agreement,





then that matter shall be referred to the arbitration of a single arbitrator, if the parties agree upon one, otherwise to three arbitrators, one to be appointed by each party and a third to be chosen by the two first named before they enter upon the business of the arbitration and the award and the determination of such arbitrator or arbitrators or any two of such three arbitrators shall be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns. The provisions of the Commercial Arbitration Act of British Columbia, with any necessary changes, shall apply to the arbitration process.

#### **Expropriation**

6.23 If, during the term of this Lease or any extension thereof, the lands shall be acquired or condemned by expropriation for any public or quasi-public purposes, then this Lease shall terminate on the date that possession is taken by the expropriating authority; in such case the Landlord and the Tenant shall adjust their claims against each other in respect of this Lease to the date of termination and the Landlord and the Tenant may each separately claim, receive and retain awards of compensation for loss of their respective interest, but neither the Landlord nor the Tenant shall have any claim against the other in respect of the loss of any unexpired Term of this Lease.

#### **Governing Law**

6.24 This Lease shall be construed and governed by the laws of the Province of British Columbia. All of the provisions of this Lease are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate paragraph hereof. Should any provisions of this Lease be illegal or not enforceable they shall be considered separate and several from the Lease and its remaining provisions shall remain in force and be binding upon the parties hereto as though the illegal or unenforceable provisions had never been included.

#### **Frustration**

6.25 The Landlord and the Tenant agree that notwithstanding the occurrence or existence of any event or circumstance or the non-occurrence of any event or circumstance and so often and for as long as the same may occur or continue which, but for this paragraph, would frustrate or void this Lease, the obligations and liabilities of the Tenant hereunder shall continue in full force and effect as if such event or circumstance had not occurred or existed.

#### **Leasing Agent**

6.26 The Landlord hereby appoints **PERFORMANCE PLUS HOCKEY INC.** (Inc. No. BCO747682), a corporation having its registered office at 1089 Langford Parkway, Victoria, BC V9B 0A5, with an email address of Gerrys37@gmail.com and Kristin37@gmail.com and with a telephone number of (250) 391-1738 as the agent of the Landlord for all purposes under this Lease.

#### **Time of Essence**

6.27 Time shall be of the essence of this Lease.

#### **Captions & Capitalized Terms**

6.28 The headings to the paragraphs in this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Lease or any provisions hereof. Capitalized words shall have the meaning attributed to them herein.

#### **Binding Effect**





6.29 This Lease and everything herein contained shall enure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns and other legal representatives, as the case may be of each of the parties hereto, subject to the granting of consent by the Landlord as provided in paragraph 4.09.01 to any assignment of lease, and every reference herein to any party hereto shall include the heirs, executors, administrators, successors and assigns and other legal representatives of such party, and where there is more than one Tenant or there is a female party or corporation, the provisions hereof shall be read with all grammatical changes thereby rendered necessary and all covenants shall be deemed joint and several.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the dates written below.

DATED the \_\_\_\_ day of \_\_\_\_ 2020

**CITY OF LANGFORD** by its authorized signatories: )

)

)

\_\_\_\_\_  
Corporate Officer )

)

\_\_\_\_\_  
Mayor )

)

**SCHOOL DISTRICT NO. 62** )

)

)

\_\_\_\_\_  
Authorized Signatory )

)

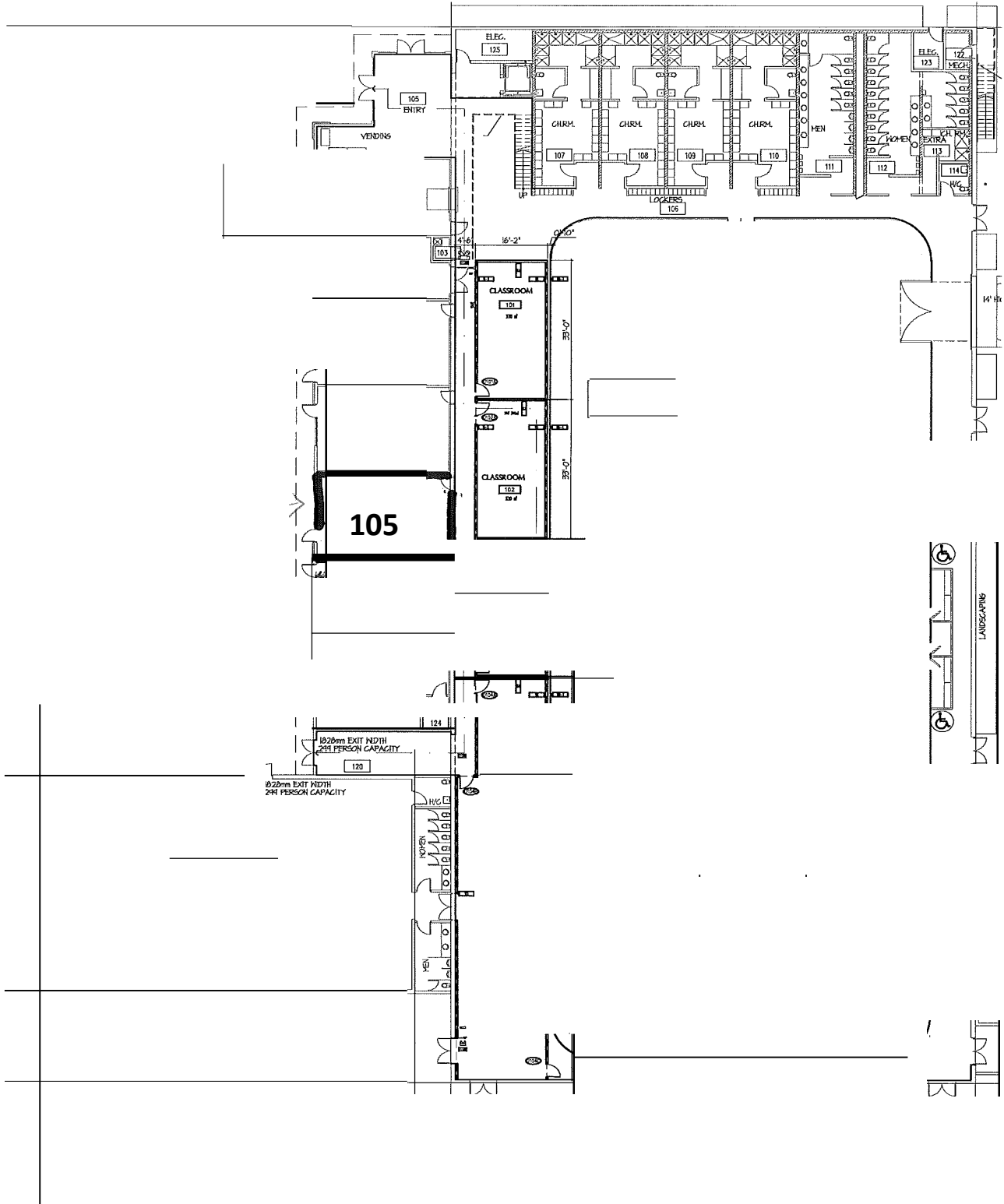
**Attachments to form part of this Lease:**

Schedule "A" – Demised Premises





105-1089 Langford Parkway, Victoria, British Columbia, V9B 0A5





106-1089 Langford Parkway, Victoria, British Columbia, V9B 0A5

