

Schedule C



LEASE AGREEMENT

THIS LEASE made this 1st day of August, 2026.

B E T W E E N

THE CORPORATION OF THE MUNICIPALITY OF THAMES CENTRE,
Hereinafter called the **LANDLORD,**

of the **FIRST PART**

a n d

Insert name and address here.

Hereinafter called the **TENANT,**
of the **SECOND PART**

RECITALS

WHEREAS the lands and building municipally known as 32 Mill Road, Dorchester, Ontario (the “**Building**”) are owned by the Upper Thames River Conservation Authority;

AND WHEREAS the Landlord has entered into an agreement with the Upper Thames River Conservation Authority pursuant to which the Landlord manages and operates the Building and is authorized to enter into lease arrangements in respect of portions thereof;

AND WHEREAS the Building is located within a publicly accessible area adjacent to the Mill Pond;

AND WHEREAS the Landlord has agreed to lease to the Tenant a defined portion of the Building, being approximately 1,402 square feet and identified as Sections “B” and “C” on the floor plan attached as Schedule “A” (the “**Leased Premises**”), together with the non-exclusive use in common with others of the parking areas serving the Building;

AND WHEREAS the Tenant has agreed to lease the Leased Premises for the purpose of operating a retail business, being the sale of refurbished furniture and home décor products, or such other use as may be approved in writing by the Landlord;

NOW THEREFORE in consideration of the rents reserved and the mutual covenants and agreements contained in this Lease, the parties agree as follows:

1. Term and Rent

1.1 **Term:** The term of this Lease (the “**Term**”) shall be for a period of ____ () years commencing on August 1, 2026 and expiring on ??? 31, 20__.

1.2 **Rent:** The Tenant shall pay to the Landlord rent in the amount of \$____ per month, plus applicable HST, payable monthly in advance on the first day of each month during the Term, with the first payment due in advance, at time of entering into this Agreement.

1.3 Annual Increase: Commencing January 1, 2027, and on January 1 of each year thereafter during the Term, the monthly rent shall be increased by the percentage increase in the Consumer Price Index (All-Items) for Ontario (or its successor), as published by Statistics Canada for the preceding calendar year.

1.4 Renewal: This Lease shall not automatically renew. Any renewal or extension shall be subject to the prior written agreement of the Landlord, in its sole and absolute discretion.

2. Tenant's Covenants

The tenant covenants with the Landlord as follows:

- (a) **Payment of Rent:** to pay the Rent in the manner and at the times specified in the Lease;
- (b) **Temperature Maintenance:** to maintain the Leased Premises at a temperature of not less than fifteen (15) degrees Celsius at all times, so as to prevent damage to the Building, including freezing of water lines;
- (c) **Utilities and Operating Costs:** to pay, when due, all charges for utilities and services serving the Leased Premises, including without limitation, hydro, telecommunications (phone and internet), water (only after the Landlord adds a water meter dedicated to your portion of the building), and natural gas (only after the Landlord adds a natural gas meter dedicated to your portion of the building), together with any other costs associated with the Tenant's use and occupancy of the Leased Premises;
- (d) **No Adverse Impact on Insurance:** not to use or permit the use of the Leased Premises in any manner that would render any insurance on the Building void or voidable or that would increase the premiums for such insurance;
- (e) **Snow and Ice Removal:** to promptly remove snow and ice from all areas used by the Tenant, including any walkways and steps serving the Leased Premises, and to maintain such areas in a safe condition at all times; while the Landlord is responsible to remove snow and ice from the parking area;
- (f) **Signage Approval:** not to install or display any signage without the prior written approval of the Landlord, and to ensure that all signage complies with applicable municipal by-laws and standards;
- (g) **Assignment and Subletting:** not to assign this Lease, sublet the Leased Premises, or part with possession of all or any part thereof without the prior written consent of the Landlord, which may be withheld in the Landlord's sole and absolute discretion;
- (h) **Outside Storage:** not to permit outside storage of materials, goods, equipment, or trailers on the lands associated with the Building without the prior written approval of the Landlord;
- (i) **Alterations and Repairs:** not to make any alterations, additions, or improvements to the Leased Premises without the prior written consent of the Landlord. The Tenant shall, at its sole expense, maintain the Leased Premises, including all fixtures, equipment, and interior elements, in a clean and good state of repair, reasonable wear and tear excepted, and shall surrender the Leased Premises in such condition upon termination of this Lease. For greater certainty, the Landlord shall be responsible for the structural components of the Building, including the roof and exterior walls, provided that the Tenant shall be responsible for the cost of any damage to such components caused by the Tenant or those for whom it is responsible.
- (j) **Entry by Landlord:** to permit the Landlord and its employees, agents, and contractors to enter the Leased Premises at all reasonable times, and at any time in the case of an emergency, for the purposes of inspection, maintenance,

repair, or to ensure compliance with this Lease;

- (k) **Indemnity:** to indemnify, defend, and save harmless the Landlord, its elected officials, officers, employees, and agents from and against any and all claims, demands, losses, costs, damages, liabilities, and expenses (including legal fees on a substantial indemnity basis) arising from or in connection with: (a) the Tenant's use or occupancy of the Leased Premises; (b) any act or omission of the Tenant or those for whom it is responsible; or (c) any breach of this Lease by the Tenant, except to the extent caused by the negligence or willful misconduct of the Landlord. This indemnity shall survive the expiry or earlier termination of this Lease and shall not be limited by the insurance requirements set out herein.
- (l) **Tenant's Insurance – Contents:** to maintain insurance on the Tenant's property, inventory, and contents located within the Leased Premises against loss or damage, including fire and such other risks as are customarily insured against by prudent tenants carrying on similar operations.
- (m) **Portable Signage:** Not to install or permit any portable or temporary signage on the lands associated with the Building without the prior written approval of the Landlord.
- (n) **Insurance:** to obtain and maintain, at its sole expense, Commercial General Liability insurance in an amount not less than Five Million Dollars (\$5,000,000) per occurrence, inclusive of bodily injury, death, and property damage, naming the Municipality as an additional insured. Such insurance shall include cross-liability and severability of interests clauses and shall be maintained throughout the Term of this Lease. The Tenant shall provide proof of such insurance to the Landlord prior to occupancy and upon each renewal of the policy. Such insurance shall be primary and non-contributory with any insurance maintained by the Landlord.
- (o) **Compliance with Laws:** to comply with all applicable federal, provincial, and municipal laws, regulations, by-laws, and orders relating to the use and occupancy of the Leased Premises and the Tenant's operations.
- (p) **Cleanliness and Waste:** to keep the Leased Premises and any areas used by the Tenant in a clean, orderly, and sanitary condition, and to properly store and dispose of all waste in accordance with applicable laws and municipal requirements. Responsible for all costs and tasks for regular removal/collection of garbage and recycling.
- (q) **No Nuisance:** not to carry on any activity or permit any condition that, in the reasonable opinion of the Landlord, constitutes a nuisance or adversely affects the use and enjoyment of the Building or surrounding municipal lands by others.
- (r) **Damage and Defects:** to promptly notify the Landlord of any damage to the Leased Premises or the Building, or any condition that may require repair.
- (s) **Security and Access:** To safeguard all keys, access devices, and security systems relating to the Leased Premises and not to duplicate or distribute same without the Landlord's consent.
- (t) **Prohibited:** the sale of alcohol, tobacco, marijuana and vaping products is strictly prohibited.

3. Landlord's Covenants: The Landlord covenants with the Tenant as follows:

- (a) **Quiet Enjoyment:** provided the Tenant pays the Rent and performs its obligations under this Lease, the Tenant may peacefully use and occupy the Leased Premises without undue interference from the Landlord, subject always to the terms of this Lease and the Landlord's rights to access, operate, and manage the Building and surrounding municipal lands.

- (b) **Structural Maintenance:** to maintain the structural components of the Building, including the roof and exterior walls, in a state of repair reasonable for a building of similar age, use, and condition, subject to normal wear and tear.
- (c) **Landlord's Insurance:** to maintain insurance on the Building against loss or damage by fire and such other risks as the Landlord, in its sole discretion, considers appropriate.
- (d) **Snow and Ice Removal:** to promptly remove snow and ice from all the parking area and to maintain this area in a safe condition at all times; with the Tenant removing snow from any walkways and steps serving the Leased Premises.

3. Landlord's Remedies on Default: If any of the following events occur:

- (a) the Tenant fails to pay Rent when due and such failure continues for fifteen (15) days;
- (b) the Tenant becomes insolvent, makes an assignment for the benefit of creditors, or a receiver or trustee is appointed over its assets; or
- (c) the Tenant breaches any term of this Lease and fails to remedy such breach within a reasonable period following written notice from the Landlord, then the Landlord may, at its option and without prejudice to any other rights:
 - (i) re-enter and take possession of the Leased Premises; (ii) terminate this Lease; and/or (iii) recover from the Tenant all arrears of Rent and damages arising from such default.

4. Acceleration of Rent : Upon termination of this Lease due to default by the Tenant, the Landlord may declare the current month's Rent together with the Rent for the next two (2) months to be immediately due and payable as liquidated damages, without prejudice to the Landlord's right to claim further damages where applicable.

5. Municipal Termination Right: Notwithstanding any other provision of this Lease, the Landlord may terminate this Lease at any time, without cause, upon providing not less than ninety (90) days' written notice to the Tenant. Such termination shall be without compensation, penalty, or liability of any kind whatsoever to the Tenant, except for any Rent or other amounts owing by the Tenant up to the effective date of termination.

6. Expiry and Overholding: This Lease shall expire at the end of the Term without the need for notice, and the Tenant shall have no right to renew or extend the Term except with the prior written agreement of the Landlord. The Tenant shall vacate the Leased Premises on or before the expiry of the Term unless the Landlord has expressly agreed in writing to an extension or to the Tenant remaining in possession. For greater certainty, no failure by the Landlord to communicate with the Tenant, and no inaction or omission by the Landlord, shall be deemed to constitute consent to any extension or renewal of this Lease or to a month-to-month tenancy. If, and only if, the Tenant remains in possession of the Leased Premises with the Landlord's prior written consent, the tenancy shall continue on a month-to-month basis on the same terms and conditions as this Lease, except that the Term shall be on a monthly basis and the Rent may be adjusted by the Landlord on reasonable notice, and such tenancy may be terminated by either party on sixty (60) days' written notice.

7. Entry to Show Premises: Following notice of termination, the Landlord may enter the Leased Premises at reasonable times to show the premises to prospective tenants or purchasers.

8. Limitation of Liability: The Landlord shall not be liable for any loss, injury, or damage suffered by the Tenant or its invitees, except to the extent caused by the negligence or willful misconduct of the Landlord.

IN WITNESS WHEREOF, the Parties have executed this Lease by their duly authorized representatives as of the date first written above.

MUNICIPALITY OF THAMES CENTRE

Steve MacDonald
Director of Community Services & Facilities

*I have authority to bind the party on whose behalf I am
executing this Lease.*

ADD BUSINESS NAME HERE

(insert name here)

(insert name here)

*We have authority to bind the party on whose behalf I am
executing this Lease.*