

**THE CORPORATION
OF THE
MUNICIPALITY OF HURON EAST
BY-LAW NO. 43 FOR 2013**

Being a by-law to authorize a Lease Agreement between the Corporation of the Municipality of Huron East and the Seaforth & District Food Bank.

WHEREAS Section 11(1) of the Municipal Act, S.O. 2001, c.25 as amended, gives municipalities the authority to pass by-laws within their spheres of jurisdiction for services or things that the municipality considered necessary or desirable for the public;

AND WHEREAS Section 12(2) of the Municipal Act, S.O. 2001, c.25 as amended, provides municipalities with the authority to pass bylaws for the economic and social well being of the Municipality;

AND WHEREAS the Seaforth & District Food Bank currently leases spaces from the Corporation of the Municipality of Huron East within the Huron East Town Hall (72 Main Street South, Seaforth) for the purposes of the Seaforth & District Food Bank;

AND WHEREAS the Council of the Corporation of the Municipality of Huron East is desirous of extending and maintaining a lease with the Seaforth & District Food Bank;

NOW THEREFORE the Council of the Corporation of the Municipality of Huron East **ENACTS AS FOLLOWS:**

1. That the Deputy Mayor and CAO/Clerk be and are hereby authorized to sign a lease agreement with the Seaforth & District Food Bank attached hereto as Schedule "A".

READ a first and second time this 18th day of June, 2013.

READ a third time and finally passed this 18th day of June, 2013.

Deputy Mayor, Joseph Steffler

CAO/Clerk, Brad Knight

Schedule "A"

SEAFORTH & DISTRICT FOOD BANK

THIS LEASE AGREEMENT MADE THIS 18th DAY OF JUNE, 2013.

BETWEEN:

SEAFORTH & DISTRICT FOOD BANK

Hereinafter Called the "LESSEE"

- and -

THE CORPORATION OF THE MUNICIPALITY OF HURON EAST

Hereinafter Called the "LESSOR"

WHEREAS the Lessor is the owner of certain lands in the Municipality of Huron East, County of Huron, being identified as 72 Main Street South, Part Lots 18 and 19, Plan 391, PIN Number 41296-0033, known as the Huron East Town Hall in the Ward of Seaforth, Municipality of Huron East;

AND WHEREAS the Lessor is desirous of continuing to lease space to the Lessee for use as a Food Bank;

AND WHEREAS the Lessee is desirous of having an agreement with the Lessor for the continued use of the Seaforth Food Bank;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that in consideration of the sum of Two (\$2.00) Dollars the receipt and adequacy of which is hereby acknowledged and the covenants and agreements contained in this Lease, the Lessor, the Lessee hereby mutually agree to the following terms and conditions:

1. THAT the Lessor shall continue to lease to the Lessee the portion of the Huron East Town Hall building property occupied by Lessee being Part Lot 18 and 19, Plan 391, more particularly described as 72 Main Street South, Ward of Seaforth;
2. THAT the Lessee hereby indemnifies and saves harmless the Lessor, its officers, directors, and employees from any damage to property or injury to persons arising out of the use by the Lessee, or any such person or persons authorized by the Lessee, of the lands and premises;

AND FURTHER THAT the Lessor shall not be responsible to the Lessee or other persons, for lost or stolen articles, or damage or injury to property of persons howsoever caused;

3. THAT the Lessor shall be responsible for all hydro, gas, water, heating, air conditioner costs applicable to the leased premises and any other services and utilities as may be provided to the premises.
4. THAT the Lessee shall be responsible for all telephone and internet costs and services required by the Lessee.
5. THAT the Lessee shall maintain the entrance to their leased premises and shall take such necessary measures to remove snow and ice as may be necessary for the safety of individuals entering the leased premises.
6. THAT the Lessee shall comply with all municipal by-laws and/or provincial and federal regulations and including any applicable regulations from the Huron County Health Unit as may be applicable to the use of the property from time to time.
7. THAT the Lessee shall secure at their expense the agreed to office space to the satisfaction of the Lessee.
8. THAT the Lessee shall have in place at its expense, at all times, sufficient liability insurance for the portion of the space it leases from the Lessor. Such coverage shall be adequate to protect against liability for damage claims through public use of or arising out of accidents occurring in the Lessee's portion of the premises. The Lessee agrees to add the Lessor as an additional insured to the Lessee's policy.
9. THAT the Lessor reserves the right to enter on said lands for the purpose of property inspections and repairs as necessary and all other activities as deemed necessary by the Lessor.
10. THAT any disputes between the Lessor and the Lessee will be decided by an independent arbitrator appointed by the Province and a hearing will be held under the terms and conditions of the Arbitration Act.

11. THAT the Lessor and the Lessee agree that the provisions of this agreement are not transferable.

12. THAT any notices between the Parties hereto may be addressed to the other Party as provided below or as either Party shall designate to the others in writing:

Seaforth & District Food Bank
Box 610,
Seaforth, Ontario
NOK 1W0

The Corporation of the
Municipality of Huron East
Box 610, 72 Main Street South,
Seaforth, Ontario
NOK 1W0

13. THAT the term of the agreement is from the 18th day of June, 2013 to the 31st day of December, 2018. The PARTIES hereto covenant and agree to commence negotiations for an extension of the terms of this lease no less than six months prior to the expiry of this lease.

IN WITNESS WHEREOF the parties hereunto set their hand and seals.

SIGNED, SEALED AND)	<u>Seaforth & District Food Bank</u>
DELIVERED IN THE)	
PRESENCE OF)	
)	
Witness to Lessee)	_____
)	Bob McDowell, Chairperson
)	
Witness to Lessee)	_____
)	Lin Steffler, Treasurer
)	
)	<u>Municipality of Huron East</u>
)	
)	_____
)	Joseph Steffler, Deputy Mayor
)	
)	_____
)	Brad Knight, CAO/Clerk

