

LEASE AGREEMENT

BETWEEN:

THE CORPORATION OF THE TOWN OF AURORA

The "Town"

- and -

SLABTOWN ARMOURY INC.

The "Lessee"

WHEREAS the Town is the registered legal owner of the lands and structures known as the Aurora Armoury, municipally known as 89 Mosley Street, Aurora, Ontario, and more particularly described as Part Town Hall or Market Block Plan 68, Part 1 on Plan 65R-34138, Aurora, in the Regional Municipality of York;

AND WHEREAS the Parties wish to enter into an agreement respecting the use, management, and operation of the Armoury by the Lessee;

AND WHEREAS on June 10, 2025, the Council of the Town approved and authorized the execution of this Agreement, pursuant to Report No. PDS25-062;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the terms and conditions contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties covenant and agree as follows:

DEFINITIONS

- 1. In this Agreement, the following words shall have the following meanings:
 - (a) **"Additional Rent"** means all sums of money or charges required to be paid by the Lessee under this Agreement, other than Rent, whether or not such sums are expressly designated as "Additional Rent" or whether or not payable to the Town or to any other Person, and which shall include, without limitation, taxes, maintenance, insurance, and other operating costs;
 - (b) **"Agreement"** means this lease agreement, including all schedules, and all amendments as made from time to time;
 - (c) **"Armoury"** means the building, lands, and Patio, known as the Aurora Armoury, municipally known as 89 Mosley Street, Aurora, Ontario, and more particularly described as Part Town Hall or Market Block Plan 68, Part 1 on Plan 65R-34138, Aurora, in the Regional Municipality of York, with the building comprising 9,762.84 square feet, as illustrated by the Floor and Site Plan attached to this Agreement as **Schedule "A"**;
 - (d) **"CAO"** means the Chief Administrative Officer for the Town, or their designate;
 - (e) **"Council"** means the acting Council of the Town, consisting of the Mayor and Council Members elected by the constituents of the Town of Aurora;

- (f) **"Director"** means the Director of the Community Services Department of the Town or their designate or successor in title;
- (g) **"Disability"** means any impairment or disorder, including a physical, mental, intellectual, cognitive, learning, communication, or sensory impairment, or a functional limitation, whether permanent, temporary, or episodic in nature, evident or not, that, in interaction with a barrier, hinders a person's full and equal participation in society;
- (h) **"Emergency"** means an unforeseen situation where immediate action must be taken to preserve public health or safety, the protection of Town property, or to re-establish services where such services are considered by the Town to be essential services;
- (i) **"Invitee"** means a person who is impliedly or expressly invited onto the premises of the Armoury for a purpose connected indirectly or directly with the Lessee's business;
- (j) **"Leasehold Improvements"** means all added fixtures, improvements, installations, alterations, renovations, and other additions made to the Armoury from time to time;
- (k) **"Lessee"** means Slabtown Armoury Inc., and its officers, directors, employees, volunteers, agents, and any other Persons for whom the Lessee is responsible for at law, as the context requires;
- (l) **"Liquor Licence"** means any and all licences and permits required by law for the provision of alcohol-related services, as issued by the Alcohol and Gaming Commission of Ontario;
- (m) **"Party"** means either the Lessee or the Town;
- (n) **"Parties"** means both the Lessee and the Town;
- (o) **"Patio"** means the outdoor patio on the south and west sides of the Armoury, as identified in yellow on the site plan attached at **Schedule "B"** of this Agreement;
- (p) **"Person"** means an individual, corporation, partnership, firm, or an unincorporated association;
- (q) **"Security System"** means a system of alarm mechanisms, as approved by the Director, and installed in the Armoury for the purpose of securing and controlling entry to and from the Armoury, subject to the provisions contained in this Agreement;
- (r) **"Special Event"** means any planned conference, meeting, sporting, cultural, or artistic event, or any other type of unique activity, occurring for a limited or fixed duration and presented to a live audience, whether internal or external to Town staff, and which is held by the Town;
- (s) **"Term"** means the Term of this Agreement as set out in this Agreement, and where the context requires, any renewal or extension of this Agreement, unless earlier terminated;

- (t) **"Town"** means The Corporation of The Town of Aurora, and its officers, directors, councillors, employees, and agents, as the context requires; and
- (u) **"Town Park"** means the property known as the Aurora Town Park, municipally known as 49 Wells Street, Aurora, Ontario, which is located adjacent to the Armoury.

THE PREMISES

- 2. The Town represents and warrants that it is the registered owner in fee simple of the Armoury and has the authority to enter into this Agreement.
- 3. The Parties acknowledge that By-law Number 5615-14 was enacted by the Council of the Town on April 22, 2014, and registered on title as Instrument No. YR2149295, to designate the Armoury as a property of cultural heritage value or interest, pursuant to section 29 of the *Ontario Heritage Act*, R.S.O. 1990, c. O.18, as amended.
- 4. In consideration of the lease payments to be paid by the Lessee, as well as the terms and conditions of this Agreement, the Town leases to the Lessee, the Armoury, comprising the Town's land and building, and the furniture, fixtures, and equipment provided by the Town as listed in **Schedule "D"** of this Agreement.

TERM

- 5. The Term of this Agreement shall commence on August 1, 2025, and continue until September 30, 2030, unless earlier terminated in accordance with the provisions of this Agreement (the **"Term"**).
- 6. At the commencement of the Term, for the period commencing on August 1, 2025, and until October 31, 2025, the Lessee will be given access to the Armoury for the sole purposes of fixturing (the **"Fixturing Period"**), subject to the following:
 - (a) during the Fixturing Period, the Lessee shall fully finish, furnish, fixture, and staff the Armoury, and shall prepare for the commencement of its business at the Armoury as permitted pursuant to the terms of this Agreement, but shall not be open for business, conduct any sales, nor provide any services during the Fixturing Period, unless the Lessee is otherwise provided with prior approval by the Director in writing; and
 - (b) during the Fixturing Period, the Lessee shall not be required to pay Rent, but shall otherwise be bound by all of the provisions of this Agreement.
- 7. **Renewal Option:** Provided that the Lessee is not in default of this Agreement prior to giving the notice described in this section, has consistently paid the required compensation to the Town in a timely fashion throughout the Term, and has consistently fulfilled all of its obligations under this Agreement throughout the Term, then the Lessee may, by notice in writing to the Town of at least twelve (12) months before the end of the Term, indicate their desire to extend the Term of this Agreement for another period of five (5) years (the **"Renewal Term"**). If the Lessee requests such renewal of the Term, the parties shall have ninety (90) days from the day of receipt of the notice by the Town to negotiate the terms of the renewal (the **"Negotiation Period"**). If the parties fail to reach an agreement within the

Negotiation Period, then the renewal notice will become void, and this Agreement shall expire at the end of the Term as if no notice had been provided.

Without limiting the foregoing, any renewal shall be subject to the following:

- (a) The Agreement may only be renewed for a maximum of two (2) renewal terms. There shall be no further option to renew beyond two (2) renewals of the initial Term.
 - (b) The Parties agree that any renewals of the Term pursuant to this section shall include a payment plan whereby the Lessee shall, commencing on the first day of the Renewal Term, pay to the Town, in monthly installments, an annual Rent, at a rate as negotiated and agreed upon by the Parties for the Renewal Term, plus a fee for Additional Rent, which fee shall be at an amount as determined solely by the Town based on forecasted prices and which shall be reconciled on an annual basis.
 - (c) Notwithstanding anything else in this section, in no event shall the Rent for the Renewal Term be less than the annual Rent payable during the last year of the preceding Term multiplied by the percentage increase in the Consumer Price Index ("CPI") published by Statistics Canada for the Town of Aurora for the three-year period immediately preceding such Renewal Term, or if there is no CPI for the Town of Aurora, for the nearest municipality for which there is a published CPI.
8. **Overholding:** If the Lessee is in possession of the Armoury after the expiration of the Term without having executed and delivered a renewal of this Agreement, there shall be no tacit renewal of this Agreement or the Term granted, despite any statutory provisions or legal presumptions to the contrary, and the Lessee shall be deemed to be occupying the Armoury as a tenant from month-to-month only, subject to the following:
- (a) a monthly rent equal to twice the amount of monthly Rent payable during the last year of the Term, plus all other Additional Rent and other costs payable by the Lessee pursuant to the terms of this Agreement, all payable in advance on the first day of each month;
 - (b) the monthly tenancy may be terminated by either Party on thirty (30) days written notice to the other, which thirty (30) day period need not end on the last day of a calendar month;
 - (c) the same terms and conditions set forth in this Agreement insofar as the same are applicable to a month-to-month tenancy; and
 - (d) the Lessee shall be estopped and forever barred from claiming any right to occupy the Armoury on terms other than as set out in this Agreement and the Town may plead this section in any court proceedings. The Lessee shall indemnify and hold harmless the Town from all claims incurred by the Town as a result of the Lessee remaining in possession of all or any part of the Armoury following the expiry of the Term. Notwithstanding anything else, nothing in this Agreement shall be interpreted as permitting or giving the Lessee an option to stay in possession of the Armoury following the expiry, cancellation, or termination of the Term and the Lessee shall surrender and

vacate the Armoury to the Town on the expiry, cancellation, or termination of the Term.

RENT AND OTHER PAYMENTS

9.

S. 11

10. The Rent shall be paid in advance, in equal, consecutive monthly instalments, together with Harmonized Sales Tax, no later than the first day of each and every month throughout the Term.

11.

S. 11

S. 11

12. **Security Deposit:** Upon or prior to the execution of this Agreement, the Lessee shall pay to the Town a security deposit in the amount of **S. 11** which shall be applied on account of the Rent for the first and last months of the Term (the "Security Deposit"). The Security Deposit shall be held by the Town throughout the Term, without interest, as security for the Lessee's due performance of all its obligations in this Agreement. In the event the Lessee becomes in default of any terms of this Agreement, the Town shall be entitled to retain all or a portion of the Security Deposit on account of the Town's liquidated damages and not as a penalty, provided that such retention shall be without prejudice to the Town's right to seek further and other remedies as it may be entitled to in law.
13. **Interest:** The Lessee shall pay to the Town interest on any overdue Rent, Additional Rent, Security Deposit, or any other amounts owing to the Town pursuant to the terms of this Agreement, at the rate of Two Percent (2%) per month, such interest to accrue on a daily basis from the date upon which the amount was first due until paid.
14. **No Set-off:** All Rent, Additional Rent, Security Deposit, or any other amounts owing to the Town pursuant to the terms of this Agreement shall be paid by the Lessee to the Town without deduction, set-off, or abatement for any reason or cause whatsoever, including, without limitation, by reason of section 35 of the *Commercial Tenancies Act*, R.S.O. 1990, c. L.7, as amended, the benefits of which are expressly waived by the Lessee, unless otherwise agreed upon by both Parties.

OWNERSHIP OF THE ARMOURY

15. The Lessee acknowledges and agrees that:
- (a) the Armoury, and any and all improvements of the Armoury, now constructed or that may be constructed on the Armoury during the Term, are and shall remain the exclusive property of the Town;
 - (b) all right, title, interest, estate, trust, and property of the Town shall be owned by and vest with the Town and remain the property of the Town; and
 - (c) upon termination, cancellation, or expiry of this Agreement, or any renewal agreement made in furtherance of this Lease, the Parties agree that the Town shall not be obligated to pay any undepreciated capital and investment or improvement costs of the Armoury or its appurtenant works that the Lessee may have contributed to for the construction or improvement of the Armoury.

USE OF THE ARMOURY

16. The Lessee shall only use the Armoury for the uses set out in this Agreement and for no other purpose without the prior written consent of the Town.
17. Without limiting the generality of the foregoing, the Lessee shall operate their business at the Armoury solely in accordance with the Vision/Concept Proposal that the Lessee provided to the Town, which Proposal is attached to this Agreement as **Schedule "C"**, with the only permitted uses of the Armoury being the following:
- (a) regular eatery operations, including the sale at retail of menu items or products used in connection therewith;
 - (b) hosting private and community pop-up events;
 - (c) hosting of special occasions, including weddings and corporate functions;
 - (d) chef-pairing experiences, workshops, and other culinary-related education programs;
 - (e) a tasting bar and craft beverage production space, which shall provide lessons on craft cider and beer making;
 - (f) Patio dining, weather-permitting; and
 - (g) participation in Special Events at Town Park.
18. The Lessee may schedule events to take place on the Patio, subject to the prior written approval of the Town, and to the extent that such events do not conflict with any Special Events at the Town Park.
19. The Lessee acknowledges that from time to time Special Events will take place at Town Park, and the Lessee accordingly agrees as follows:
- (a) the Lessee shall cooperate with the Town and participate in Special Events at Town Park, which may require the Lessee to open the Armoury and/or its Patio for business during the hours of the Special Event, and/or to offer its services at Town Park in other forms, as directed by the Town;

- (b) the Parties shall designate a dedicated contact person for the Parties to coordinate Special Events with at Town Park, and the contact information of such designates, including their name, phone number, and email address, shall be relayed to the other Party within seven (7) days of the execution of this Agreement, , and the Parties shall promptly inform the other Party if their designate or their contact information changes at any time;
- (c) the Lessee may extend their Liquor License to include the Town Park, with the exception of the playground, splash-pad, and ball diamond areas of Town Park, within which alcohol shall be strictly prohibited. In addition to Special Events, this option to extend the Liquor License may be used for the purposes of events hosted by the Lessee if booked at Town Park, and for third-party bookings at Town Park. Notwithstanding this authorization, no alcohol is permitted in Town Park on any day without the prior written authorization of the Town not to be unreasonably withheld or delayed.

20. The Lessee shall not:

- (a) impede any entry/accessway to the Armoury or fire exits located at the Armoury;
- (b) use any part of the Armoury for any illegal or unlawful purpose;
- (c) grow, cultivate or nurture any plants or trees at the Armoury;
- (d) store flammable or explosive substances at the Armoury, except as ordinarily used in a commercial kitchen, provided that such substances are stored, handled, and used safely and in accordance with all applicable legislation, including but not limited to, as applicable, the *Fire Protection and Prevention Act*, 1997, S.O. 1997, c. 4, the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1, and the Workplace Hazardous Materials Information System, including all Regulations and all as amended;
- (e) make, or allow to be made, or engage in any noise, nuisance or noxious, noisome or offensive act at the Armoury, which, in the reasonable opinion of the Town, disturbs the comfort or convenience, or becomes or may grow to become an annoyance, nuisance, grievance, damage, or disturbance, of the normal usage of any adjoining property, including Town Park;
- (f) allow or permit any of its members, agents, employees, guests, or invitees to smoke or vape in the Armoury; the Lessee acknowledges that the Armoury is designated as a smoke-free facility and agrees that all persons at the Armoury shall be prohibited from smoking in and at the Armoury, failing which the Town may take any and all actions it deems necessary to ensure compliance; or
- (g) cause or permit to be caused any waste, damage, disfiguration, or injury to the Armoury, nor permit or suffer any overloading of the floors, walls, or any other part of the Armoury.

FURNITURE, FIXTURES, AND EQUIPMENT

21. The Town agrees to furnish, provide, and/or install, for the Lessee's use at the Armoury, only those furniture, fixtures, and equipment as listed in **Schedule "D"**, all

of which shall continue to be the property of the Town at all times throughout the Term and following the expiry or termination of the Agreement.

22. Subject to any other provisions of this Agreement, the Lessee shall be responsible for, at its sole expense, all care, cleaning, maintenance, and repairs, as necessary, of all furniture, fixtures, and equipment which are listed in **Schedule "D"**.
23. Should any of the furniture, fixtures, or equipment listed in **Schedule "D"** require replacement, the Lessee shall promptly notify the Town of any such replacement needs, and if the Town provides written approval of the replacement(s), then the Lessee shall be solely responsible for arranging for and completing such replacement(s), the costs of which shall be at the expense of the Town. The Lessee may not proceed with such replacement(s) without the prior written consent of the Town.

Notwithstanding the foregoing, the replacement of furniture, fixtures, and equipment shall be subject to the following:

- (a) if the furniture, fixtures, or equipment listed in **Schedule "D"** require replacement due to the fault, default, negligence, want of skill, carelessness, neglect, misuse, act, misconduct, or omission of the Lessee, the cost of the resulting replacements, together with a sum equal to 10% of the cost, representing the Town's overhead, shall be the responsibility of the Lessee and paid by the Lessee to the Town within thirty (30) days of invoicing;
 - (b) should the Lessee desire to replace any of the furniture, fixtures, or equipment listed in **Schedule "D"** on their own initiative, whether it be with something significantly different or if not approved by the Town as a comparable replacement, then the Lessee shall, upon receiving written approval from the Town, be solely responsible for arranging for and completing such replacement(s), all at the Lessee's sole expense, and upon doing so, any such furniture, fixtures, and equipment which were replaced by the Lessee pursuant to this subsection shall be deemed to be the property of the Lessee and shall no longer be considered to form part of **Schedule "D"**; and
 - (c) prior to the Lessee replacing any of the furniture, fixtures, or equipment listed in **Schedule "D"**, the Town shall have the right to inspect and retain such items, and the Lessee shall require the Town's written approval prior to discarding any of the furniture, fixtures, or equipment listed in **Schedule "D"**.
24. The Lessee will be permitted to furnish, provide, and/or install at the Armoury, at its sole expense, any additional furniture, fixtures, or equipment not listed in **Schedule "D"**, but which are necessary for the Lessee to operate its business at the Armoury, and all of which shall continue to be the property of the Lessee at all times throughout the Term and following the expiry or termination of the Agreement.
 25. The Lessee shall be solely responsible for, at its sole expense, all care, cleaning, maintenance, repair, and replacement, as necessary, of all furniture, fixtures, and equipment which are the property of the Lessee.

26. In addition to the furniture, fixtures, or equipment listed in **Schedule "D"**, the Town will also provide the following:

- (a) all heating, ventilating and air conditioning systems ("HVAC");
- (b) the Security System;
- (c) a fire alarm system, panel, and fire monitoring devices;
- (d) fire suppression system equipment, including the dry and wet systems and extinguishers; and
- (e) overhead doors,

all of which shall continue to be the property of the Town at all times throughout the Term and following the expiry or termination of the Agreement, and the Town shall be responsible for all preventative and corrective care, maintenance, repairs, and replacements, as necessary, of these systems, with the costs of such care, maintenance, repairs, and replacements forming part of the Additional Rent. However, this does not constitute or represent in any way a warranty by the Town that the Armoury or the Lessee's own property will not suffer damages or loss. The Town will not be responsible or liable in any way for any damages or losses, howsoever caused or occasioned, to the Armoury or the Lessee's property. Without limiting the foregoing, the Parties agree that the Town will not have any liability for any loss or damage suffered by the Lessee as a result of a security breach, including theft of its property, or the theft of any other property being stored in or at the Armoury. The Lessee acknowledges that it is required to obtain, at its sole cost, its own insurance to cover any losses or damages to its property.

27. The Patio fencing may be used by the Lessee on an "as is" basis, and all care, cleaning, maintenance, repair, and replacement of such fencing shall be the responsibility of the Lessee, at their expense, with the Town assuming no responsibility for the functionality, repair, maintenance, or replacement of such fencing.

MAINTENANCE AND REPAIRS

28. The responsibilities for snow and ice removal shall be as follows:

- (a) the Town shall be responsible for the plowing of snow from all unobstructed parking spaces located in front of the Armoury along Larmont Street, the costs of which shall constitute Additional Rent;
- (b) the Town shall be responsible for snow removal from all unobstructed sidewalks and entrances to the Armoury on Larmont Street and on Mosley Street, the costs of which shall constitute Additional Rent;
- (c) the Lessee shall, at all times, be responsible for all other snow removal on the premises of the Armoury, including all snow removal from the Patio and any parking or other areas which are not readily accessible to plows, at the Lessee's expense;
- (d) the Town shall determine the timing, method, frequency, and extent of its provision of snow removal, acting reasonably, and in accordance with the Town's snow removal standards. The Lessee acknowledges that the Town's

snow removal may not occur immediately following any snowfall or during ongoing weather events, and may only occur once following each snowfall. The Town shall not be responsible for any damages, losses, delays, or injuries arising from snow accumulation, and the Lessee fully releases the Town from any such liability, except in cases of gross negligence solely on the part of the Town; and

- (e) the Lessee shall, at all times, and at its own expense, be solely responsible for the monitoring, removal, and control of ice on all portions of the premises of the Armoury, including, without limitation, all sidewalks/walkways, steps, entryways, and parking lots. The Lessee shall take all necessary measures to ensure safe conditions for all persons on the premises of the Armoury, including salting, sanding, and de-icing as required and as may be necessary to comply with all applicable laws, by-laws, and regulations. The Town shall have no responsibility or liability whatsoever for any damages, losses, claims, or injuries arising from or in relation to ice accumulation on the premises of the Armoury, and the Lessee fully releases the Town from any such liability.
29. The Town shall, at its discretion and expense, be responsible for the general groundskeeping of the landscaped areas around the Armoury, including periodic grass mowing, fertilization, and reasonable tree maintenance. The Town shall determine the timing, method, and frequency of such groundskeeping services, acting reasonably. The Lessee acknowledges that such services are subject to seasonal and weather-related conditions, and the Town shall not be liable for any aesthetic concerns, temporary deterioration of landscaping, or any other damage or loss resulting from the timing or manner of groundskeeping, and the Lessee fully releases the Town from any such liability. The Lessee shall not alter the landscaping or perform any groundskeeping work without the prior written authorization of the Town.
30. The Town shall be responsible for:
- (a) maintaining the parking lot structure and other exterior grounds at the Armoury, including hardscaping, retaining walls, and curbing, as necessary, the costs of which shall constitute Additional Rent;
 - (b) maintaining the building structure of the Armoury in good repair, order, and condition (as a prudent owner would do, reasonable wear and tear excepted), including the roofing and roof ventilation systems and the storm water management and drainage systems, the costs of which shall constitute Additional Rent, unless such costs relate to a capital replacement, the costs of which will be at the expense of the Town and shall not constitute Additional Rent;
 - (c) providing the Lessee as soon as reasonably possible and in any event no later than thirty (30) days' notice of any painting, alterations, renovations, or construction by the Town or its contractors which will require the temporary relocation of any of the services the Lessee provides in or at the Armoury, subject to the occurrence of an Emergency; and
 - (d) providing the Lessee with a list of 24-hour emergency contact personnel who will respond when contacted in the event of an Emergency.

31. The Lessee shall:

- (a) to the extent not provided by the Town as set out in this Agreement, maintain the Armoury in good order and condition, and subject to the terms of this Agreement, promptly make all needed repairs and replacements, all at the Lessee's expense, reasonable wear and tear excluded;
- (b) be fully responsible, at their expense, for the storage and removal of all garbage on the premises of the Armoury;
- (c) keep the Armoury and every part of it in a clean and tidy condition at all times, and not to permit any rubbish, refuse, debris, or other objectionable or hazardous material to be stored, or to accumulate, in or at the Armoury, all to the satisfaction of the Town and at the expense of the Lessee. This responsibility shall include but is not limited to mopping up spills, keeping the service areas clean, and ensuring that the tables and chairs are kept clear of waste and regularly wiped clean;
- (d) not erect or affix any buildings or other structure on the Armoury without the prior written consent of the Town, or as otherwise provided for in this Agreement;
- (e) only erect or affix signs to the interior or exterior of the Armoury, at its sole expense, if approved in writing by the Town and in accordance with the Town's Sign By-law, as amended;
- (f) not fasten any fixtures or equipment permanently to the walls or floors of the Armoury without the prior written approval of the Town;
- (g) provide the Town a list of 24-hour emergency contact personnel who will respond when contacted in the event of an Emergency;
- (h) accept the Armoury in the condition existing at the beginning of the Term;
- (i) give the Town immediate notice of any accident, damages, hazard, or defect in the Armoury's water system, electrical system, HVAC, telephone lines, or any other system, equipment, or structural component of the Armoury.

UTILITIES AND TELECOMMUNICATIONS

32. The Lessee shall be solely responsible for all costs and charges related to public utilities, including water, gas, electrical power, heating, cooling, and sewer, used at the Armoury, and for fittings, machines, apparatus, metres, or other things leased in respect of them, and for all work or services performed by any corporation or commission in connection with the public utilities. The Lessee may assume control of any related meters servicing the Armoury only, and pay such costs and charges directly, or otherwise if not paid by the Lessee, such costs and charges, or the Lessee's proportionate share of the costs and charges attributable to the Armoury, shall form part of the Additional Rent. In no event will electrical power charges related to any neighbouring EV chargers be the responsibility of the Lessee.

33. If any utilities become unavailable or unusable for any reason, the Town shall not be liable or responsible for same and it shall not relieve the Lessee of any of its obligations.
34. The Lessee shall be solely responsible for all costs related to internet, telephone, and any other data, multi-media, and telecommunications services and equipment which the Lessee uses to support its activities at the Armoury.
35. The Lessee shall be solely responsible for the costs and expenses of the existing telecommunications and data network cabling presently installed in the Armoury and shall not adjust, modify, or remove this equipment without the prior written approval of the Town.
36. The Lessee agrees that any proposed new installations or changes of data or telecommunications cabling equipment is subject to the prior written approval of the Town.
37. The Lessee agrees that all cabling and hardware installation work for the data and telecommunications services must be performed by qualified and licensed personnel, following the prior written approval of the Town.

LEASEHOLD IMPROVEMENTS

38. The Lessee agrees that it shall not perform or cause to be performed any Leasehold Improvements to the Armoury except as outlined in this Agreement or as otherwise consented to in writing by the Town.
39. The Lessee may make the following Leasehold Improvements to the Armoury, at the Lessee's expense, provided that such Leasehold Improvements shall not impair the structural strength of the Armoury, and further provided that design plans and cost estimates/quotes for such Leasehold Improvements are first provided to and prior approved in writing by the Town:
 - (a) a garbage enclosure may be constructed within the southern most parking space in the parking lot in front of the Armoury on Larmont Street;
 - (b) an extension of the Patio on the west side of the Armoury by 17 feet to the north, which shall include an extension of the fencing around the Patio to enclose the expanded Patio, and which expansion shall thereafter form part of the Armoury. To facilitate this expansion, the Town shall, upon request by the Lessee and at the expense of the Town, remove the existing park bench.
40. The Lessee may provide proposals to the Town to make the following Leasehold Improvements to the Armoury, which proposals shall include design plans, quotes, and any other documents requested by the Town:
 - (a) an update/replacement of the pedestrian door entrance leading from the Patio into the Armoury building;
 - (b) the creation of a separate hallway from the exterior door of the Armoury, which will enclose the men's washroom; and

(c) the creation of an interior entry from the hallway to the main event space.

In the event the Town approves any such proposals in writing, which approval may be in whole or in part, then the Lessee may commence construction for the related proposal in accordance with the Town's approval. No construction for these Leasehold Improvements may occur prior to the Town's written approval. The Lessee agrees to front the costs of the Leasehold Improvements listed in this section, and the Town shall later reimburse the Lessee for all such costs which had been approved by the Town, by way of Rent reduction. Any such Rent reduction shall be determined and approved by the Town in advance of the date that the next Rent payment is due. The Lessee shall not unilaterally reduce its Rent payment without such authorization, and doing so shall constitute a non-payment of Rent.

41. In the event the Lessee receives the Town's written authorization to make Leasehold Improvements to the Armoury, the Lessee shall be solely and fully liable for all associated construction activities relating to the Leasehold Improvements and shall comply with all of the provisions of the *Construction Lien Act*, R.S.O. 1990, c. C.30, as amended, and of all other applicable statutes.
42. The Lessee covenants and agrees that all Leasehold Improvements made to the Armoury shall, upon the day immediately preceding the date of termination or expiry of this Agreement, become the property of the Town, and the Lessee covenants and agrees to release all rights or claims over such Leasehold Improvements and is not entitled to remove any such Leasehold Improvements located on or in the Armoury at any time without the written consent of the Town.
43. **Liens:** In the event the Lessee receives the Town's written authorization to make Leasehold Improvements to the Armoury, the Lessee shall take all steps necessary to ensure that no lien shall attach to the Armoury or the lands. If by reason of any default under this Agreement, a construction lien for work, labour, services, or materials supplied to or for the Lessee shall be registered on title to the lands of the Armoury or notified to the Town, the Lessee shall, within ten (10) days after receipt of notice from the Town, procure the discharge of the construction lien, including any Certificate of Action registered in respect of any lien, failing which the Town shall be entitled to make such payment or take such action as may be necessary or expedient to discharge such lien, and the Lessee shall forthwith pay same to the Town on demand, no later than thirty (30) days following receipt of such demand, and the Lessee shall further indemnify and hold harmless the Town from all costs it incurs as a result of such lien.
44. **Encumbrances:** The Lessee will not permit, do, or cause anything to be done to the Armoury whereby any lien, certificate of pending litigation, judgement, or certificate of any court, or any mortgage, charge, or other encumbrance of any nature whatsoever, is imposed on title to the lands of the Armoury, and if any such matter is registered on title to the lands of the Armoury due to the Lessee's actions or inactions, the Lessee shall discharge the same within ten (10) days after receipt of notice thereof from the Town, failing which the Town shall be entitled to make such payment or take such action as may be expedient to discharge it, and the Lessee shall immediately, and no later than thirty (30) days following receipt of such demand, reimburse the Town for all costs incurred in relation to taking such actions, including all legal fees and disbursements.

ENTRY BY TOWN

45. Notwithstanding any other provisions of this Agreement, the Town may, upon providing at least 24-hours of notice to the Lessee, enter the Armoury during regular business hours for the purpose of inspecting and maintaining the Armoury, and for any such other purpose as the Town may consider necessary for the protection and maintenance of its interest under this Agreement, but always provided that the Town shall not unreasonably interfere with the normal business operations of the Lessee. Notwithstanding the foregoing, the Parties agree that in the event of an Emergency, the Town may enter the Armoury without notice to the Lessee at any time.

TAXES AND EXPENSES

46. The Lessee shall be responsible for all expenses incurred in performing the services under this Agreement. The revenue retained by the Lessee is in full consideration of the terms and conditions of this Agreement and any expenses incurred while performing the services of this Agreement.
47. The Lessee is solely responsible for paying when due all taxes, including estimated taxes, rates, and duties incurred as a result of the services provided under this Agreement, all of which shall constitute Additional Rent. Further, the Lessee acknowledges and agrees that if any taxes, rates, or duties become due, payable, or assessed against any part of the Armoury as a result of any of the uses or operations of the Lessee, the Lessee shall be fully liable and responsible for all such taxes as Additional Rent; this includes but is not limited to all property taxes, including for improvements; income taxes; and any employment insurance or Canada Pension Plan contributions. Nothing in this section shall be interpreted to permit the Town to adjust taxes or impose charges with respect to the Armoury that is distinct from other properties that are in the same tax class as the Armoury.

FIRE SAFETY

48. The Town will maintain a complete, current, and approved fire safety plan for the Armoury, and will provide hard and digital copies of the plan to the Lessee for implementation and compliance. The Lessee agrees to comply with the fire safety plan and all applicable laws concerning fire safety.
49. The Lessee shall conduct one (1) fire drill per year which shall be coordinated with the Town.

SECURITY

50. The Lessee agrees to maintain a listing of all key holders and Security System access users for the Armoury, and shall provide the Town with a copy of the listing on September 1st of each year this Agreement is in force, and within forty-eight (48) hours of the occurrence of any changes to the list.
51. The Lessee shall, in advance of any persons receiving keys and/or Security System access to the Armoury, conduct a criminal background check and/or vulnerable sector screening for all such persons, at the expense of the Lessee, and upon request by the Town, shall provide written documentation to the Town to confirm the appropriate screening was completed with satisfactory results.

52. The Town shall provide to the Lessee any additional keys for lock cores at the Armoury within two (2) business days of notice by the Lessee. All costs associated with the cutting of keys shall be remitted as Additional Rent.

ADVERTISING

53. The Lessee shall ensure that any media, branding, signage, and other promotional materials which the Lessee uses to advertise or market the Armoury and/or its services generally, complies with the *Copyright Act*, including all regulations and as amended.
54. The Lessee may, at the Lessee's own expense, print, publish, and/or set up signage and other advertising, marketing, and sales materials at the Armoury and/or online, subject to the Town's Facility Accessibility Design Standards, as applicable, and, in the case of a Special Event, the Lessee shall obtain the Town's prior written approval, which approval is not to be unreasonably withheld or delayed.
55. The Town is permitted by the Lessee to publicize the Lessee and their services to the public by using or incorporating publicity materials and/or logos supplied by the Lessee.
56. The Lessee shall not make any form of press release announcing the relationship between the Parties, or otherwise involving the Town, unless so authorized in writing by the Town.

DAMAGE OR DESTRUCTION

57. If during the Term the Armoury is damaged by fire, lightning, or tempest, or any of the perils insured against, then and in every such event if the damage or destruction is such that the Armoury is rendered wholly unfit for occupancy, or it is impossible or unsafe to use and occupy it, and if in either event the damage, in the opinion of a reputable firm of architects selected by the Town to be given to the Lessee within ten (10) business days of the happening of the damage, the Armoury:
- (a) cannot be repaired with reasonable diligence within 120 days from the happening of the damage, either Party may, within ten days following the giving of the opinion, terminate this Agreement by giving written notice to the other Party, in which event the Term shall cease as of the date of the damage and the Rent and Additional Rent shall be apportioned and paid in full to the date of damage. If neither the Town nor the Lessee terminates this Agreement, then the Town shall repair the Armoury, or arrange for the repair of the Armoury, to be completed with all reasonable speed, and the Rent and Additional Rent shall abate from the date of the happening of the damage until the damage shall be made good and the Lessee can again use and occupy the Armoury; or
 - (b) can be repaired with reasonable diligence within 120 days from the happening of the damage, then the Rent and Additional Rent shall abate from the date of the happening of the damage until the damage shall be made good and the Lessee can again use the Armoury, and the Town shall repair or arrange for the repairs of the damage within a reasonable timeline; or

- (c) is such that the Armoury is capable of being partially used for the purposes contemplated in this Agreement, then until the damage has been repaired, the Rent and Additional Rent shall be reduced by the fraction that the area of that part of the Armoury which is rendered unfit for occupancy is to the area of the Armoury, and the Town shall repair or arrange for the repairs of the damage within a reasonable timeline.

58. In the event that any damage or destruction to the Armoury or any part of it, including without limitation, any equipment, machinery, facilities, the roof, or the walls of the Armoury, or any other structural portions, is reasonably deemed by the Town to have been caused or contributed to by the actions or inactions of the Lessee, its officers, directors, employees, volunteers, licensees, contractors, agents, invitees, or any other Persons for whom the Lessee is responsible for at law, or by those parties in any way stopping or damaging the heating apparatus, water pipes, drainage pipes, or other equipment or facilities, then the Lessee shall be responsible for all costs and expenses of any related repairs and replacements deemed necessary by the Town to bring the Armoury back to the condition the Armoury was in prior to the occurrence of the damage or destruction.

Without limiting the above, the foregoing shall be subject to the following:

- (a) Determination of whether the repairs and/or replacements shall be completed by the Lessee directly, at the Lessee's sole expense, or by the Town with compensation for same being provided by the Lessee to the Town, together with a sum equal to 10% of the cost, representing the Town's overhead, shall be made by the Parties within ten (10) business days of the occurrence of the damage or destruction.
- (b) Any payments owed by the Lessee to the Town pursuant to this section shall be made within thirty (30) days of being invoiced for same.
- (c) In the event that the Lessee fails to comply with this section, the Town may terminate this Agreement immediately and without notice and reserves the right to take any other actions available to the Town to collect the cost of the repairs and replacements, plus the Town's overhead and any other unpaid amounts, from the Lessee.

CLAIMS AND INDEMNIFICATION

- 59. The Lessee shall complete a report detailing all service complaints, incidents, and injuries which occur or have occurred on the premises of the Armoury and shall forward the report to the Director within twenty-four (24) hours of having learned of such complaint, incident, or injury. In the case of severe personal injury, the Town should be notified immediately.
- 60. The Lessee covenants and agrees that they will fully indemnify, defend, and hold harmless the Town, its councillors, directors, officers, employees, agents, successors, and assigns (collectively, the "Indemnified Parties"), from and against any and all actions, causes of action, suits, claims, liabilities, losses, damages, costs, expenses (including expert and legal fees and expenses), demands, and any other proceedings, which may be brought or threatened against the Indemnified Parties, by any third party whatsoever, or which the Indemnified Parties may suffer or incur in any manner, based upon, occasioned by, or attributable to, directly or indirectly,

this Agreement and/or the operations of the Lessee as contemplated in this Agreement, including, but not limited to, any allegations of negligence or breach of contract or duty, personal injury including death, damage to or loss of property, copyright infringement, failure to comply with public health regulations, or failure to comply with the Alcohol and Gaming Commission of Ontario, arising from any act, delay, or omission (willful, negligent, or otherwise), on the part of the Lessee, its officers, directors, employees, volunteers, licensees, contractors, agents, invitees, or any other Persons for whom the Lessee is responsible for at law. This obligation shall survive the expiration or termination of this Agreement.

INSURANCE

61. Without restricting the generality of the provisions regarding indemnification, the Lessee shall obtain, continuously maintain throughout the Term, at its sole cost and expense, from either the commencement of the Term or the signing of the Agreement, whichever is sooner, the insurance coverage listed below, which shall be provided by an insurance company licensed to transact business in the Province of Ontario and of satisfactory financial standing to the Town:
- (a) **Comprehensive General Liability Insurance** with limits of not less than **s. 11**; **██████████** **██████████** **██████████** (\$**██████████** **██████████**) per occurrence, covering all operations and liability assumed pursuant to the obligations and responsibilities of this Agreement, including for, but not limited to, personal injury including death, liquor liability, equipment breakdown, food and product liability, blanket contractual liability, non-owned automobile, sudden and accidental pollution (120-hour reporting), and damage to property including loss of use thereof. The commercial general liability insurance policy shall be in the name of the Lessee, and the Town shall be added by endorsement as an additional insured. The insurance policy shall also contain a "Cross Liability, Severability of Insured" clause or endorsement; and
 - (b) **All Risks Insurance** in an amount equal to one hundred percent (100%) of the full replacement cost insuring: all property and equipment owned by the Lessee, for which the Lessee is legally liable, installed by or on behalf of the Lessee, or located on the premises of the Armoury, including, without limitation, any items listed in **Schedule "D"** of this Agreement. The policy shall include a waiver of subrogation in favour of the Town;
 - (c) **Business Interruption Insurance** including loss of profits with explicit coverage for losses suffered as a result of an infectious disease outbreak or in the context of a pandemic (either as a speciality stand-alone policy or as an endorsement to the existing business interruption coverage); and
 - (d) **Worker's Compensation Insurance** in the minimum amount required by statute. The Lessee shall ensure its Workers' Compensation account is in good standing with the applicable provincial or territorial Workers' Compensation Board.

62. All such insurance policies held by the Lessee as required by this Agreement shall be further subject to the following requirements:
- (a) the policies shall be endorsed to provide the Town with not less than thirty (30) days written notice in advance of any cancellation, change, or amendment to the coverage;
 - (b) all applicable deductibles shall be at the sole expense of the Lessee; and
 - (c) the policies shall rank first in priority and not as excess of any other insurance available to the Town.
63. Prior to the commencement of the Term, and within seven (7) days following a request of the Town, or upon the renewal or replacement of policies without demand having to be made by the Town, the Lessee shall provide the Director with a true copy of each Certificate of Insurance and proof of good standing as required in this Agreement, along with a true copy of the policy wordings.
64. If the Lessee fails to keep the Armoury insured as required in this Agreement, the Town may effect insurance at the cost and expense of the Lessee, and sums expended for the insurance by the Town shall constitute Additional Rent.

FORFEITURE

65. If, without the written consent of the Town, the Armoury remains vacant or not used for a period of fifteen (15) days during the Term, or is used by any other Person than those entitled to use it under the terms of this Agreement, or if any of the goods and chattels of the Lessee are seized or taken in execution or in attachment by a creditor of the Lessee or if the Lessee makes an assignment for the benefit of creditors or if the Lessee becomes bankrupt or insolvent or takes the benefit of any Act in force for bankrupt or insolvent debtors or if an order is made for the winding-up of the Lessee, then and in every case the current-month's Rent and the next ensuing three-months' Rent shall immediately become due to the Town, to which the Town may apply the Security Deposit, and, at the option of the Town, this Agreement shall terminate and the Term shall immediately become forfeited, in which event the Town may re-enter and take possession of the Armoury as though the Lessee or any occupant or occupants of the Armoury was or were holding over after the expiration of the Term without any right.

TERMINATION

66. 
67. 

S. 11

68. Upon termination or expiry of this Agreement:

(a) the Lessee shall:

- i. immediately pay all outstanding Rent up to the date of the termination or expiry, together with any Additional Rent payments, damages, and costs, all of which shall be subject to interest;
- ii. at its own risk and sole expense, remove from the Armoury, within fourteen (14) days of the date of the termination, or immediately upon the expiry of the Term, all property belonging to the Lessee. If the Lessee does not remove its property from the Armoury within this timeframe, the Town may remove any such property and store or dispose of it on the Lessee's behalf at the sole cost of the Lessee; and
- iii. surrender peaceful possession of the Armoury in as good condition as it first received the Armoury, in a neat and clean condition and free of all waste material, debris, and rubbish, reasonable wear and tear excepted;

(b) the Town may:

- i. re-enter and take immediate possession of the Armoury; and
- ii. remove or cause to be removed from the Armoury the Lessee or any other occupant of the Armoury.

69. Termination of this Agreement for any reason shall not discharge either Party's liability for obligations specified in this Agreement and amounts unpaid at the time of such termination.

RE-LET

70. The Lessee shall permit the Town to show the Armoury to prospective tenants during normal business hours during the last nine (9) months of the Term upon receipt of reasonable notice.
71. Upon termination of this Agreement, the Town may re-let the Armoury for a term or terms which may, at the Town's option, be less than or exceed the period which would otherwise have constituted the balance of the Term of this Agreement, and the Lessee shall pay to the Town on demand such reasonable expenses as the Town may have incurred in connection with re-letting, including marketing fees, procurement fees, legal costs, solicitors' fees and brokerage, and the expenses of keeping the Armoury in good order or for preparing it for re-letting.

GENERAL TERMS AND CONDITIONS

72. **Notice:**

- (a) Whenever one Party is required or permitted to give notice to the other Party under this Agreement, such notice shall be in writing, unless otherwise specified in the Agreement, and delivered or sent by personal delivery, courier, or electronically by email, addressed as follows:

For the Lessee:

Slabtown Armoury Inc.
Attention: **S. 14**
89 Mosely Street
Aurora, Ontario, L4G 1V8
S. 14

For the Town:

The Corporation of the Town of Aurora
Attention: Robin McDougall, Director of Community Services
100 John West Way, P.O. Box 1000
Aurora, Ontario, L4G 6J1
Email: rmcdougall@aurora.ca

With a copy to:

The Corporation of the Town of Aurora
Attention: Town Solicitor
100 John West Way, Box 1000
Aurora, Ontario, L4G 6J1
Email: legal@aurora.ca

- (b) Any notice given in accordance with this section shall be deemed received upon receipt if delivered personally, upon delivery if by courier, and upon transmission if provided electronically.
- (c) Either Party hereto may from time to time change its contact information for notification purposes by giving the other prior written notice of the new

contact information and the date upon which it will become effective, and thereafter such changed contact information shall be substituted for the previous contact information set out in this section.

73. **Confidentiality:** This Agreement and any information or documents that are provided in relation to this Agreement are confidential and subject to the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.M.56, as amended.
74. **Sublease and Assignment:** The Lessee shall not sublease or assign this Agreement or any interest in all or part of this Agreement without the prior written consent of the Town, which consent may be unreasonably withheld, and notwithstanding any statutory or other provision to the contrary. Any such written consent shall not, under any circumstances, relieve the Lessee of its liabilities and obligations under this Agreement. For the purposes of this Agreement, an assignment shall include an amalgamation and any transfer in the majority of ownership or controlling interest in the Lessee, whether through the sale of shares, direct acquisition of assets, or otherwise.
75. **Successors and Assigns:** This Agreement enures to the benefit of, and is binding upon, each of the Parties and their respective successors and permitted assigns.
76. **Independent Contractor:** With respect to any services provided by the Lessee under this Agreement, the Lessee and its employees, volunteers, personnel, and other agents are independent contractors. Nothing contained in this Agreement shall be construed as creating between the Town and the Lessee an employment relationship, a joint venture, a partnership, or any other type of relationship. The Lessee is wholly independent of the Town and no one for whom it oversees is an employee of the Town for any purpose, including, without limitation, pursuant to or within the meaning of the *Employment Standards Act, 2000*, S.O. 2000, c. 41, the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1, or any other applicable statute or regulation. The Parties accordingly recognize and agree that the Lessee shall be responsible for any applicable payments of any salary, benefits, incentives, and will make all appropriate tax, social security, and other withholdings deductions and payments, and all appropriate unemployment tax payments, in connection with all persons that provide services under this Agreement on behalf of the Lessee. The Lessee, as an independent contractor, has agreed to assume all risks associated with its activities under this Agreement.
77. **Accessibility:**
 - (a) The Lessee shall make all reasonable efforts to ensure that its policies, procedures, and practices are consistent with the *Accessibility for Ontarians with Disabilities Act, 2005*, as amended from time to time.
 - (b) The Lessee shall ensure that all of its employees, servers, volunteers, and any other persons who provide services on behalf of the Lessee, have satisfactorily completed the training in accordance with the requirements of the accessibility standards referred to in the *Integrated Accessibility Standards*, O. Reg. 191/11, and on the *Human Rights Code*, as it pertains to persons with disabilities.

- (c) The services provided by the Lessee as contemplated in this Agreement shall be provided in a manner that respects the dignity, independence, integration, and equal opportunity of all persons.
- (d) The provision of goods or services by the Lessee to persons with Disabilities and others shall be integrated unless an alternate measure is necessary, whether temporarily or on a permanent basis, to enable a person with a Disability to obtain, use, or benefit from the same goods or services.

78. **Heath and Disease Risk:** In this section, "Health Emergency" means a situation in which the Town determines, based on advice from a medical professional, or a any applicable laws, directives, bulletins, guidelines, letters of instruction, rules, orders, regulations, decrees, policies, procedures, or recommendations or notices put in place by any public health authority or government agency, including the Town (collectively, the "Health Regulations"), that occupants, invitees, or contractors working in or at the Armoury are or may be exposed to imminent danger from a disease, virus, or other biological or physical agents that may be detrimental to human health including, by way of example only, Coronaviruses (including Severe Acute Respiratory Syndrome ("SARS") and 2019 novel coronavirus (2019-nCoV), Legionnaires' disease, and Influenza virus A strains and subtypes such as the Avian Flu (H5N1).

- (a) Notwithstanding anything else, the Parties acknowledge and agree that the Lessee shall be responsible for ensuring the health and safety of any of its employees, volunteers, personnel, and other agents conducting services under this Agreement, and the Lessee shall be responsible for compliance at all times with any Health Regulations in relation to any Health Emergency.
- (b) The Town may at any time request that the Lessee provide any health and safety protocols of the Lessee and proof of the Lessee's compliance with any Health Regulations, and the Lessee is forthwith required to provide the same to the Town. The Lessee is responsible for being informed about and satisfying themselves with respect to any applicable Health Regulations.
- (c) Except as otherwise specified in this section, the Lessee shall not be entitled to payment, or Rent reduction, for any costs, charges, or delays incurred as a result of any Health Regulations, including the costs for acquiring any equipment or supplies necessary to comply with Health Regulations or costs or losses related to varying any work methods, personnel, or material due to a Health Emergency.
- (d) In the event of a Town-mandated total closure of the Armoury due to a Health Emergency, Rent and Additional Rent shall abate from the first day of the closure until the date when the Lessee is permitted to re-open for business.
- (e) During a Health Emergency, the Town may be entitled to restrict or limit access to the Armoury for a reasonable period of time and/or the Town may implement safety procedures in connection with access to the Armoury, such as health screening and/or queuing procedures.
- (f) The Lessee shall, immediately upon becoming aware of an outbreak of an infectious disease at the Armoury, notify the Town and public health authorities where such outbreak may impact the health and/or safety of

other persons at the Armoury; and in the event of any Health Emergency, the Lessee shall, immediately upon becoming aware of same, notify the Town and public health authorities if any of its employees, volunteers, personnel, agents, invitees, or other persons who have visited the Armoury during such Health Emergency, become infected by the applicable disease, virus, or other biological or physical agent that is the subject matter of the Health Emergency.

79. **Governing Law and Policies:**

- (a) The Lessee shall, at its own expense, comply with all the Town's policies and procedures related to the Armoury.
- (b) The Lessee shall, at its own expense, comply with all laws, statutes, regulations, notices, and orders, whether federal, provincial, municipal or otherwise, which relate to the Armoury or to the Lessee's use of the Armoury, including but not limited to the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1, the Workplace Hazardous Material Information System requirements, and the *Liquor Licence and Control Act, 2019*, S.O. 2019, c. 15, Sched. 22, all as amended.
- (c) The Lessee shall obtain, at its own expense, all necessary licensing and/or permits required by York Region Public Health, Public Health Ontario, and Health Canada, as applicable, and shall strictly comply with all food handling, safety, and sanitation regulations as mandated by the Public Health authorities and as enacted under the *Health Protection and Promotion Act*, R.S.O. 1990, c. H.7, including its regulations, and all as amended.
- (d) No alcohol may be served at the Armoury unless a valid Liquor License has been obtained by the Lessee from the applicable authority, and any serving of alcohol under the Liquor Licence shall be done by persons with valid Smart Service Certification and in accordance with the Town's Municipal Alcohol Policy, as amended and as applicable.
- (e) Any permits and licences required by the Lessee to permit its operation shall be obtained by the Lessee at its sole cost.
- (f) This Agreement shall be governed by and enforced in accordance with the laws of the Province of Ontario and the laws of Canada.

80. **References:** References to any enactment, order, regulation or other similar instrument shall be construed as a reference to such enactment, order, regulation or instrument as amended or re-enacted by any subsequent enactment, order, regulation, or instrument.

81. **Waiver:** No condoning, excusing, or overlooking by the Town of any default, breach, or non-observance by the Lessee at any time or times in respect of any covenant, obligation, or conditions contained in this Agreement shall operate as a waiver of the Town's rights under this Agreement 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 Town 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 Town save only express waiver in writing. Without limiting the foregoing:

- (a) any written waiver authorized on one occasion is effective only in that instance and only for the specific purpose stated and does not operate as a waiver on any future occasion; and
 - (b) the acceptance of any amounts payable to the Town from the Lessee or any other entity will not be considered to be a waiver of a breach by the Lessee of its obligations under this Agreement regardless of the knowledge of the Town of the breach at the time of acceptance of any amounts payable.
82. **Rights Cumulative:** The rights and remedies of the Town are cumulative and in addition to any rights or remedies available at law and in equity. The exercise by the Town of one or more of such rights or remedies shall not preclude the exercise by it at the same time or different times, of any other rights or remedies provided by law or equity for the same default or any other default by the Lessee.
83. **Severability:** If any provision of the Agreement shall be held to be invalid, illegal, or unenforceable by an order, decree, or judgement of any court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and such provision shall be deemed to be restated to reflect the Parties' original intentions as nearly as possible in accordance with applicable laws.
84. **Survival:** Any terms and provisions of this Agreement that by their nature operate beyond the term or expiry of this Agreement, including warranty obligations, indemnities, insurance coverages, damage responsibilities, taxes, surrender and removal responsibilities, and obligations relating to payment, monetary contribution and repayment, shall survive the termination or expiry of this Agreement, even if resulting from the material breach of either Party to this Agreement.
85. **Recitals:** The Parties represent and warrant to each other that the recitals expressed above are true in substance and in fact. The Lessee and the Town confirm, adopt, and incorporate the recitals into this Agreement.
86. **Entire Agreement:** This Agreement constitutes the entire agreement of the Parties with regard to the services and matters addressed in this Agreement, and all prior agreements, letters, proposals, discussions, or other documents regarding the services and the matters addressed in this Agreement are superseded. Updates, amendments, corrections, and modifications to the Agreement may not be made orally, but shall only be made by a written document signed by both Parties. Any terms and conditions varying from the Agreement on any order or written notification from either Party shall not be effective or binding on the other Par.
87. **Schedules:** The Schedules to this Agreement, which are incorporated into and form an integral part of this Agreement, are as follows:
- Schedule "A" – Full Site Plan
 - Schedule "B" – Site Plan Identifying the Patio
 - Schedule "C" – The Lessee's Proposal
 - Schedule "D" – Furniture, Fixtures, and Equipment Provided by the Town

88. **Priority of Documents:** In the event there is any conflict or inconsistency between the body of this Agreement and any attached schedules, the body of this Agreement shall prevail.
89. **Independent Legal Advice:** The Lessee acknowledges and agrees that prior to executing this Agreement, it has obtained, or had a reasonable opportunity to obtain, independent legal advice with respect to this Agreement.
90. **Counterparts and Electronic Signature:** This Agreement may be executed in counterparts, each counterpart when so executed shall be deemed an original and all of which together shall constitute one and the same Agreement. The counterparts of this Agreement may be executed by electronic signature and delivered by any electronic format by any of the Parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by electronic means as if the original had been received.
91. **Representations and Obligations:** The Lessee represents and warrants that:
- (a) It has the legal capacity and full right and power to enter into this Agreement and that it knows of no reason, fact or event, current or imminent or probable, that would diminish this capacity and authority;
 - (b) There is no agreement with any other person or body that would in any way interfere with the rights of the Town under this Agreement; and
 - (c) It has no real or apparent conflict of interest as of the date of execution of this Agreement and that it shall avoid any conflict of interest in the performance of its obligations under this Agreement and will disclose without delay any actual or potential conflict that may arise during the performance of its obligations under this Agreement.

IN WITNESS WHEREOF the Parties shall be deemed to have finally accepted and executed this Agreement as of the final date on which all authorized representatives for both Parties have indicated their acceptance by signing below.

SLABTOWN ARMOURY INC.

Per:



8/1/2025

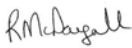
Date

8/1/2025

Date

We have authority to bind the corporation.

THE CORPORATION OF THE TOWN OF AURORA
Per:



Robin McDougall
Director of Community Services

05-Aug-2025

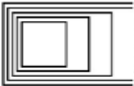
Date

I have authority to bind the corporation.

Approved as to form by Legal Services
Authorized by the Delegation of Authority By-law Number 6212-19, Schedule "A", Item No. 4, and Report No. PDS25-062, as approved by Town Council on the 10 th day of June 2025.

SCHEDULE "A"
FULL SITE PLAN

See the following page.



**GOW HASTING
ARCHITECTS**

215 SPADINA ROAD
TORONTO, ONTARIO M5S 2C1
416-593-4000
GOWHASTING.COM

ALL DRAWINGS, SPECIFICATIONS AND NOTATIONS ARE THE PROPERTY OF GOW HASTING ARCHITECTS. NO PART OF THIS DOCUMENT IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF GOW HASTING ARCHITECTS.

Legend

- Existing element to remain
- New element as scheduled
- Partition Tag - refer to partition schedule
- Glazed Screen Tag - refer to schedule
- New Door Tag - refer to schedule
- Millwork Tag
- Ceiling Material Tag - refer to ceiling schedule
- Existing
- N.C. Not in Contact
- EQ Equal

Materials Legend

- ACT Acoustic Ceiling Tile
- ADD Automatic Door Cpe
- ALUM Aluminum
- ANOD Anodized
- CER Ceramic Tile
- CONC Concrete
- CS Cove Base
- CSL Crown Mould
- EPO Epoxy
- EX Existing
- EXP Exposed
- FLM Refrigerator
- GWS Gypsum Wallboard
- HS Hesse Sp
- HM Hollow Metal
- HW Hollow Metal
- MR Medium Density Fibreboard
- PLY Plywood
- PC Polished Concrete
- PLAM Plastic Laminate
- PT Paint Finish
- QTZ Quartz
- RBS Rubber Base
- SO Solid Polymer Fabrications
- STL Stainless Steel
- STL Safety Flooring
- TGL Tempered Glass
- WD Solid Wood

6	Issued for Construction	18/06/24
5	Issued for Addendum 3	18/07/24
4	Issued for Addendum 2	18/07/18
3	Issued for Addendum 1	18/07/13
2	Issued for Permit	18/06/25
1	Issued for Tender	18/06/19

REV	ISSUED/REVISED	DATE
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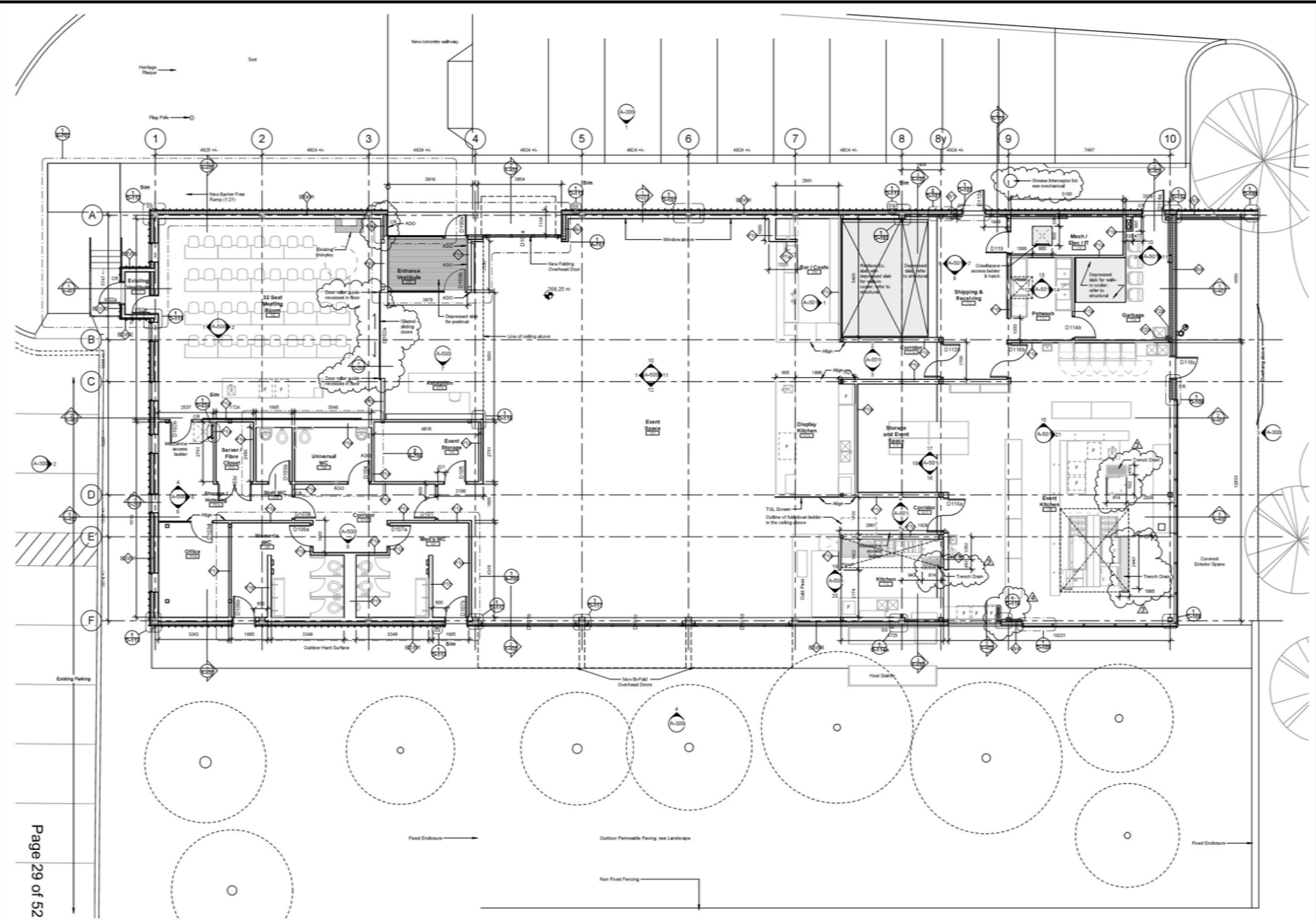
Aurora Armoury Renovation

89 Mosley Street,
Aurora, ON L4G 1Y9

Floor Plan

Scale: As Indicated
Project Number: 15-117
Drawn By: WJ
Checked By: JB

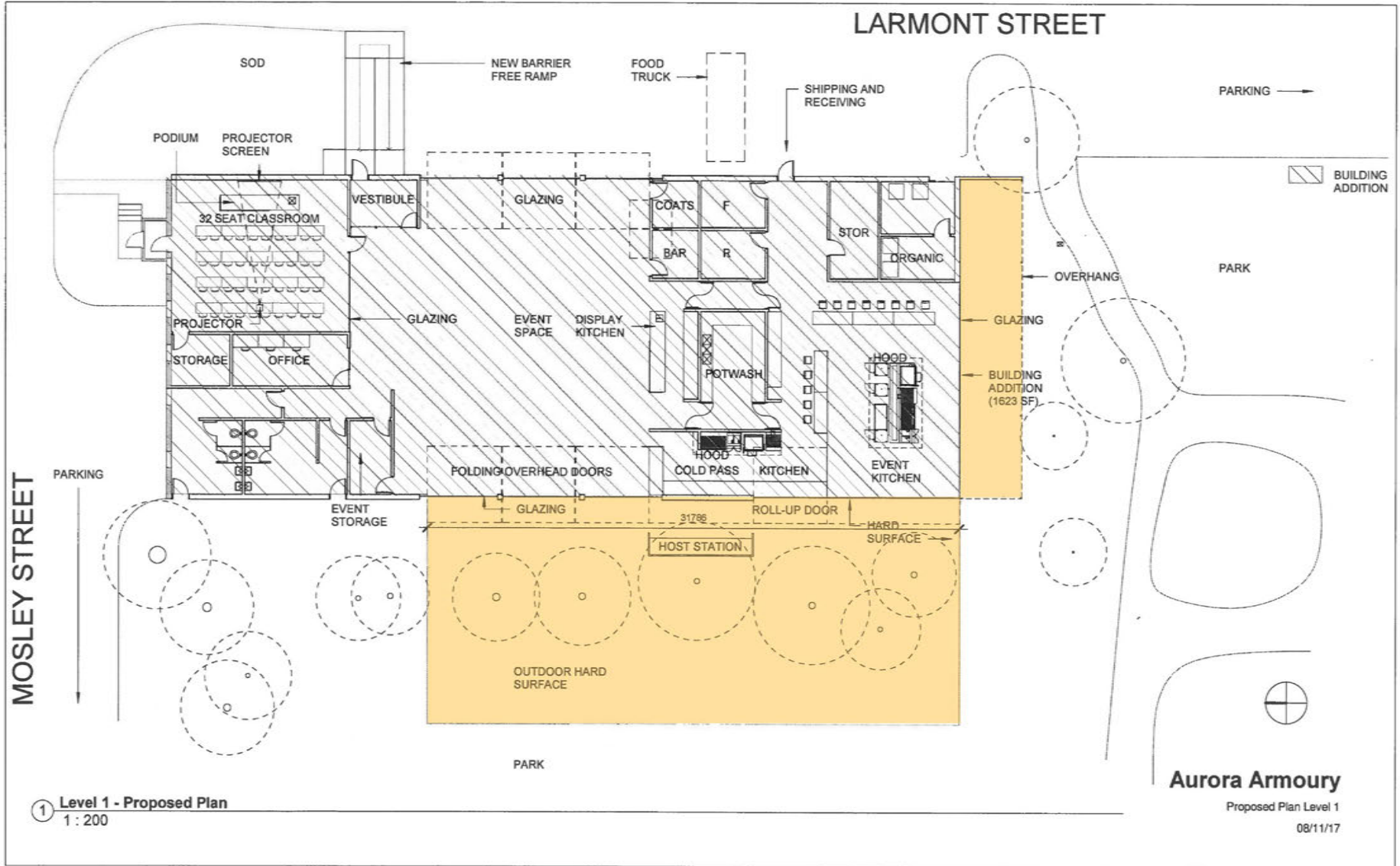
A-100



SCHEDULE "B"
SITE PLAN IDENTIFYING THE PATIO

See the following page.

GOW HASTINGS ARCHITECTS



SCHEDULE “C”
THE LESSEE’S PROPOSAL

See the following page.

S. 11

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