

THIS LEASE made in triplicate this \_\_\_\_ day of \_\_\_\_\_, 2022 (pursuant to the *Commercial Tenancies Act*, R.S.O. 1990, c. L. 7)

B E T W E E N:

THE CORPORATION OF THE MUNICIPALITY OF WEST ELGIN

(the "Lessor")

OF THE FIRST PART

-AND-

CORPORATION OF THE COUNTY OF ELGIN

("Elgin")

OF THE SECOND PART

WHEREAS:

- A. The Lessor is a duly incorporated local municipality in the province of Ontario, incorporated pursuant to the *Municipal Act, 2001* R.S.O. 2001 c. M. 25 (the "*Municipal Act, 2001*");
- B. Elgin is a duly incorporated upper tier municipality in the province of Ontario, incorporated pursuant to the *Municipal Act, 2001*.
- C. The Lessor is the owner of certain lands known municipally as 160A Main Street, West Lorne, Ontario, which lands are more particularly described in Schedule "A" hereto (hereinafter referred to as the "Lands");
- D. Situated upon the Lands is a premises locally known as the West Lorne Library as part of the West Elgin Community Complex; and
- E. The Lessor has agreed to lease a portion of the said premises located upon the Lands to Elgin on the terms and conditions set forth in this Agreement.

NOW THEREFORE in consideration of the rents, covenants, and agreements contained herein on the part of Elgin to be paid, observed, and performed, the sufficiency of which is hereby acknowledged by the parties, the Lessor and Elgin agree as follows:

### **Definitions**

1. In addition to terms defined elsewhere in this Agreement, the following terms have the following meanings:

"Agreement" means this Lease Agreement, as it may be confirmed, amended, modified, supplemented or restated by written agreement between the Parties.

“Annual CPI Adjustment” means an annual adjustment to the amount of the annual rent compared to the previous year, in an amount equivalent to the increase, if any, to the rate of inflation as determined by the Ontario Consumer Price Index. The Annual CPI Adjustment shall commence in 2024 and occur by March 31<sup>st</sup> in each year of the Term of this Agreement thereafter, following the annual CPI rate for the previous year becoming available from the Province of Ontario, and shall be applied retroactively to January 1<sup>st</sup> of each year of this Agreement beginning in 2024.

“Business Day” means any day excluding Saturday, Sunday or a statutory holiday in the Province of Ontario.

“Community Partners” means the governmental agencies, community groups/agencies, not-for-profit and charitable organizations or facility rental user(s) selected by Elgin in its sole and absolute discretion to have access to the Leased Premises, as defined in Section 2 of this Agreement.

“Library Services” means all programs and social services delivered by Elgin and its Community Partners from the Leased Premises.

“Parties” means the Lessor and Elgin collectively and “Party” means any one of them.

“Trade Fixtures” means its common law definition and includes but is not limited to shelving installed for library operations.

## **Premises**

2. The Lessor doth demise and lease unto Elgin and Elgin doth lease and take from the Lessor, for the purpose of operating a library including providing Library Services, for the term herein described and upon the terms and conditions set out in this Agreement, a portion of the premises located upon the Lands, which premises are comprised of approximately one-thousand, seven-hundred and ninety-three (1,793) square feet of useable interior space and more particularly shown in the sketch attached hereto as Schedule “B” (hereinafter referred to as the “Leased Premises”).
3. In addition to the Leased Premises, the Lessor grants unto Elgin and Elgin takes from the Lessor, rights and areas of access and rights thereto:
  - a. In common with employees of the Lessor, the right to utilize employee facilities located upon the Lands and the premises located thereon;
  - b. The right of its servants, agents, employees, and invitees to pass and re-pass through and/or over the public hallways, corridors, driveways, and parking areas, if any, located upon the Lands and associated with the premises located thereon; and
  - c. The right of its servants, agents, employees, and invitees to utilize parking facilities, if any, located upon the Lands and associated with the premises located thereon.

4. The Leased Premises and associated areas of access and use are highlighted on the sketches attached as Schedule "B" hereto.

#### **TERM**

5. Subject to any renewal or termination provisions of this Agreement, the term of this Agreement shall be for five (5) years commencing on January 1, 2023 and ending on December 31, 2027.

#### **RENEWAL**

6. If Elgin pays all rents hereinafter set forth and further observes and performs all other covenants, obligations, and provisions as hereinafter set forth, the Lessor shall grant to Elgin a renewal of lease of the Leased Premises and associated areas of use and access for a further five (5) year period commencing on January 1, 2028 and ending on December 31, 2032, provided that the said renewal of lease shall only be granted if Elgin shall have delivered a written request to grant such renewal of lease to the Lessor on or before September 30, 2027, provided further that the terms and conditions of such renewal of lease shall be the same terms and conditions set forth in this Agreement save and except with respect to this right of renewal of lease and as to the amount of annual rent, the amount of such annual rent to be negotiated and agreed to by the parties hereto;
7. If Elgin pays all rents hereinafter set forth and further observes and performs all other covenants, obligations, and provisions as hereinafter set forth, the Lessor shall grant to Elgin a renewal of lease of the Leased Premises and associated areas of use and access for a further five (5) year period commencing on January 1, 2033 and ending on December 31, 2037, provided that the said renewal of lease shall only be granted if Elgin shall have delivered a written request to grant such renewal of lease to the Lessor on or before September 30, 2032, provided further that the terms and conditions of such renewal of lease shall be the same terms and conditions set forth in this Agreement save and except with respect to this right of renewal of lease and as to the amount of annual rent, the amount of such annual rent to be negotiated and agreed to by the parties hereto;

#### **RENT**

8. During the first year of the term of this lease, Elgin shall yield and pay unto the Lessor the annual rent in the amount of THIRTY THOUSAND, FOUR HUNDRED AND EIGHTY-ONE DOLLARS (\$30,481.00), calculated at a rate of \$17.00 per square foot of usable interior area, exclusive of applicable taxes. The annual rent paid for each subsequent year of the term of this Agreement or any renewal thereof shall be subject to an Annual CPI Adjustment.
9. The Parties agree that the annual rent referred to in Section 8 above, both in the first year of this Agreement and thereafter during any subsequent year of the term of this Agreement and any renewal thereof, shall be paid by four (4) equal quarterly payments of, with the 2023 payments being SEVEN THOUSAND, SIX HUNDRED AND TWENTY DOLLARS AND TWENTY-FIVE CENTS (\$7,620.25), exclusive of taxes, due and payable to the Lessor on March 31<sup>st</sup>, June 30<sup>th</sup>, September 30<sup>th</sup> and December 31<sup>st</sup> in

each calendar year during the term of this Agreement or any renewal thereof, commencing March 31<sup>st</sup>, 2023.

10. The Parties agree that any and all costs associated with the occupation and use of the Leased Premises by Elgin, including but not limited to all costs of utilities, maintenance, repair, or upkeep, as hereinafter specified, shall be at the sole and entire expense of the Lessor.

## **ELGIN COVENANTS**

11. During the term of this Agreement and any renewal thereof, Elgin agrees and covenants as follows:

- a. To pay the annual rent as set out in sections 8 and 9 of this Agreement;
- b. To use the Leased Premises only for the purpose of Library Services;
- c. To use the Leased premises in a good and tenant-like manner;
- d. To use the balance of the lands and premises, excluding the Leased Premises, in accordance with the rules and regulations established by the Lessor from time to time and with respect to use of any such areas by all persons;
- e. Not to use or permit anything to be done on the lands and premises, including the Leased Premises, which may be considered a nuisance or otherwise so as to create any increase in insurable risk of the Lessor;
- f. To pay the Lessor for any loss or damage to its property lost or damaged by the negligence of Elgin or its servants, agents, or employees, including library staff;
- g. To install, maintain, and if necessary, repair adequate electrical and electronic cabling systems within the demised premises so as to permit its operation of library electronic equipment, including but not limited to audio/video equipment and computer systems;
- h. Subject to the obligation of the Lessor to provide custodial and janitorial services, not to act so as to allow or cause refuse, garbage, or other debris to accumulate within the demised premises;
- i. Not to injure or remove trees, shrubbery, hedges or other trees or plant materials from the Lands;
- j. To arrange for, place and maintain adequate insurance for the contents of the demised premises as occupied and used as a library;
- k. To pay all assessed business taxes attributable to occupation of the Leased Premises by Elgin, if applicable;
- l. To permit the Lessor at all reasonable times to enter the Leased Premises to inspect the condition of such Leased Premises;
- m. To comply with all applicable by-laws, statutes, regulations or any other order, rule or regulation of a competent authority having jurisdiction;
- n. Not to assign or sublet the Leased Premises or the within Agreement without the written agreement of the Lessor, provided further that, after such assignment of lease, the demised premises will continue to be used as a library. For greater clarity, nothing in this covenant shall restrain, restrict or prohibit Elgin from permitting Community Partners to use the Leased Premises as part of Elgin's Library Services.

- o. To procure and maintain throughout the term of this lease and any renewal thereof a commercial general liability insurance protecting the Lessor and Elgin against liability for bodily injury and death and for damage to or destruction of property by reason of any occurrence or accident in, or, about the Leased Premises, including tenants legal liability coverage in an amount not less than FIVE MILLION DOLLARS (\$5,000,000.00) and such insurance shall not be subject to cancellation except after at least ninety (90) days' written notice to the Lessor;
- p. To provide a certificate of insurance to the Lessor evidencing the commercial general liability insurance of Elgin described immediately above;
- q. To indemnify and save harmless the Lessor, its servants, agents, directors or employees from and against any and all claims, actions, damages, liabilities and expenses in connection with loss of life, personal injury, or damage to property arising directly or indirectly from any occurrence in, upon, or at the Leased Premises, or otherwise relating to the occupancy or use by Elgin of the said Leased Premises or any part thereof and which is attributable, either wholly or in part, to any act, omission, negligence, or misconduct by Elgin, including its agents, servants, employees, invitees, or any one permitted by Elgin to be upon the Leased Premises; provided that this obligation of indemnity will not apply to the extent that any such claim, action, damage, liability, or expense is caused by or results from any act, omission, negligence, or misconduct on the part of the Lessor, including its servants, agents, directors or employees;
- r. To provide and deliver to the Lessor written notice of default in respect of any obligation or covenant on the part of the Lessor as hereinafter set forth;
- s. To provide and deliver to the Lessor verbal and then written notice of any accident or loss within the Leased Premises or any defect or failure of any mechanical, electrical, or plumbing system within such Leased Premises.
- t. To at all times keep an account with the WSIB open and in good standing to provide coverage for all of its employees who may attend the Leased Premises for any reason in the course of their employment duties.

## **LESSOR COVENANTS**

12. During the term of this Lease and any renewal thereof, the Lessor agrees and covenants at all times and at its sole cost and expense, and to the reasonable satisfaction of Elgin, as follows:

- a. To deliver the Leased Premises to Elgin in a state of good repair and cleanliness and warrant upon delivery that the foundation, walls, structure and roof of the Leased Premises and the heating, ventilation, air conditioning, mechanical, plumbing and electrical systems serving the Leased Premises are in good working order.
- b. To allow Elgin quiet enjoyment of the Leased Premises, both that area occupied as a library and all associated areas of use and access;
- c. To allow full use to Elgin, including its agents, servants, employees and Community Partners, of all corridors, hallways, driveways, and other interior areas open to the public for gaining access to and egress from the Leased Premises;

- d. To arrange for and maintain the supply of all utilities to the Leased Premises, including but not limited to electricity, hot water, cold water, wastewater disposal and natural gas;
- e. To provide sufficient heating and air conditioning to the Leased Premises to maintain a reasonable temperature therein at all times during normal business hours, except during the completion of repairs to such heating and air conditioning equipment;
- f. To provide and maintain adequate public washroom facilities, in good working order, and in strict compliance with any and all applicable federal, provincial, and municipal requirements and standards and, furthermore, to allow access to and use of those facilities by any and all attendees of the library;
- g. To provide and maintain adequate employee washroom facilities, in good working order, and in strict compliance with any and all applicable federal, provincial, and municipal requirements and standards and, furthermore, to allow access to and use of those facilities by any and all staff of Elgin;
- h. To maintain and, if necessary, repair the buildings located upon the Lands and within which the Leased Premises are located, including but not limited to roof structures, exterior walls and facades, exterior staircases and stairways, exterior and interior doors and doorways, interior walls and facades, and interior ceiling surfaces;
- i. To maintain and, if necessary, repair all heating, cooling, ventilation, mechanical, electrical, and plumbing systems associated with the building within which the demised premises are located;
- j. To arrange for, maintain, and, if necessary, repair adequate electrical and electronic cabling to, but not within, the Leased Premises, so as to permit the operation of library electronic equipment, including but not limited to audio/video equipment and computer systems;
- k. To maintain existing public parking facilities for use by library staff and attendees;
- l. To remove snow and ice from sidewalks, driveways, and parking areas associated with the building within which the demised premises are located, including adequate sanding and/or salting, and at all times on a frequency and to an extent so as to ensure the reasonable safety of library staff and attendees utilizing such facilities;
- m. To reasonably maintain the grounds surrounding the building within which the Leased Premises are located in a state of good repair and safety;
- n. To provide custodial and janitorial services to maintain the Leased Premises and the building within which it is located in a clean and tidy manner, including but not limited to the completion of those services specifically provided for in Schedule "C";
- o. To provide Elgin with a record of the cleaning services performed in the premises including the Leased Premises within a reasonable period of time of a written request by Elgin for same.
- p. To promptly repair and keep in a state of good repair the Leased Premises and the building within which the Lease Premises are located;
- q. To consult with Elgin as to the extent and timing of repair and maintenance activities within the Leased Premises and the building within which it is located so as to avoid interference with library operations;

- r. To permit Elgin to make, with the consent of the Lessor and which consent shall not unreasonably be withheld, alterations, additions, and improvements to the premises that will, in the judgment of Elgin, better adapt the premises for library purposes; provided, however, that the alterations, additions, and improvements shall not impair the structural strength of the building and provided further that any fixture associated with such improvements, whether Trade Fixtures or otherwise, shall remain the property of Elgin, and upon or any time before the termination of this Agreement, such fixtures can and shall be removed from the Leased Premises by Elgin and should any injury or damage be caused to the Leased Premises by removal of the fixtures, Elgin shall forthwith cause the injury or damage to be repaired at its expense and if Elgin does not make repairs or cause them to be made within a reasonable time period, having regard to the availability of capable services and materials to effect such repairs, they may be made by the Lessor at the expense of Elgin;
- s. To insure and keep insured the building against loss or damage by fire, lightning, tempest or other casualties as are customarily insured against under insurance contracts normally entered into from time to time during the term of this Agreement by owners of buildings in the County of Elgin and of a character similar to the building for an amount as in the opinion of the Lessor is necessary to protect the Lessor against loss or damage;
- t. To at all times during the Term of this Agreement keep in good standing an account with the WSIB to provide adequate coverage for its employees that may attend at the subject property or premises, including the Leased Premises, for any reason during the course of their employment duties;
- u. At its own expense, to be responsible for the cost of all repairs, whether major minor, to the structural soundness and integrity of the building within which the Leased Premises are located, including but not limited to exterior walls and roofing structures;
- v. To pay for any loss or damage to the assets of Elgin located within the Leased Premises and/or for any loss or damage to fixtures within the Leased Premises where such loss or damage was caused by the negligence of the Lessor or its agents, servants or employees.
- w. To permit signage of Elgin on the terms and conditions set out in this Agreement.

#### **ALTERATIONS, PARTITIONS AND IMPROVEMENTS**

- 13. If Elgin, during the term of this Agreement or any renewal thereof, desires to affix or erect partitions, counters, or fixtures, in any part of the walls, floors, or ceilings of the Leased Premises (the "Alterations"), it may do so at its own expense at any time and from time to time, provided that Elgin's right to make such alterations to the Leased Premises shall be subject to the conditions contained herein.
- 14. Before undertaking any Alterations, Elgin shall submit to the Lessor a plan showing the proposed Alterations and shall obtain the approval and consent of the Lessor to do so, which shall not be unreasonably withheld.
- 15. All such Alterations shall conform to all building regulations then in force affecting the Leased Premises.

16. Such Alterations shall not be of a kind or extent so as to weaken the structure of the premises, including the Leased Premises, after the Alterations are completed or reduce the value of the premises.
17. Except as provided in this clause and in the Lessor's Covenants included at section 12 of this Agreement, Elgin will not erect or remove or change the location or any style of partition or fixture without the written consent of the Lessor having first been obtained.
18. At the expiration of the Term of this Agreement or any renewal thereof, Elgin shall have the right to remove its fixtures (but not the leasehold or structural improvements which shall remain the property of the Lessor), provided Elgin makes good all damage occasioned to the Leased Premises by the taking down or removal thereof.

## **SIGNAGE**

19. Elgin shall be permitted, at its sole cost and expense, to install such signage within premises as may be reasonably required to direct library patrons to the Leased Premises, provided that the Lessor has agreed to the design and location of such signage in writing and provided further that such agreement by the Lessor shall not be unreasonably withheld.
20. All signage that exists at the commencement of the Term of this Agreement, having been erected during the term of a prior lease agreement between the parties, shall be permitted to continue as if it received the written agreement of the Lessor under the terms and conditions of this Agreement.
21. Elgin shall be permitted, at its sole cost and expense, to erect any new sign(s) on the exterior of the premises provided that the Lessor has agreed to the design and location of such signage in writing and provided further that such agreement by the Lessor shall not be unreasonably withheld. For greater clarity, Elgin shall not be required to, or bear any responsibility for, displaying any messages, announcements, advertisements or other similar information whether using words, symbols or pictures of the Lessor on the signage of Elgin. Where signs or signage fixtures are shared between the Lessor and Elgin, the costs of such signage and appurtenances thereto shall be shared proportionally following mutual agreement of the Parties regarding design, placement, installation costs and operating costs.

## **DEFAULT BY ELGIN**

22. It is mutually agreed that if Elgin defaults on any payment of rent when due or in performing any of the terms, covenants, or provisions of this Lease, the Lessor may forward notice in writing of such default to Elgin. Such written notice shall identify the default with sufficient detail to permit Elgin to respond and/or cure the default. Failure or refusal by Elgin to cure such default to the reasonable satisfaction of the Lessor within thirty (30) days after the date of receipt of such notice shall, at the option of the Lessor, constitute a forfeiture of the lease and shall give the Lessor the right, at its, option to treat this Agreement as cancelled and terminated. The term and estate vested in Elgin,



as well as all other rights of Elgin under this Agreement shall immediately cease and expire as fully and with like effect as if the entire term provided for in this Agreement or any renewal thereof has expired and the Lessor may enter the Leased Premises, with or without process of law, take possession together with any and all improvements which may have been erected thereon.

#### **DEFAULT BY LESSOR**

23. It is mutually agreed that if the Lessor defaults in the performance of any of the terms, covenants, or provisions of this Agreement, Elgin shall forward notice in writing of such default to the Lessor. Such written notice shall identify the default with sufficient detail to permit the Lessor to respond and/or cure the default. Failure or refusal by the Lessor to cure such default to the reasonable satisfaction of Elgin within fifteen (15) days after the date of receipt of such notice shall, at the option of Elgin, allow Elgin the right to cancel this Agreement or any renewal thereof and surrender the Leased Premises no sooner than thirty (30) days after Elgin provides written notice of its exercise of such option, the Lessor having no right or recourse as against Elgin arising from such cancellation and surrender.

#### **TERMINATION**

24. Notwithstanding the foregoing, each party hereto shall have the right to terminate this lease, or any renewal thereof, upon two (2) years' written notice to the other, at the end of which time Elgin shall vacate the Leased Premises and return all keys and access equipment to the Lessor and, in such circumstances, neither party shall have any right or recourse as against the other arising from such termination, provided that, at all times, the effective date of such termination shall be December 31<sup>st</sup> of any calendar year.
25. The Parties hereby agree that the Lessor may assign this Agreement provided that it gives written notice to Elgin of the Lessor's intention to assign this Agreement at least ten (10) months before the assignment of this Agreement becomes effective. Upon receipt of such written notice from the Lessor, Elgin may elect in its sole discretion to terminate this Agreement with the termination date being the Business Day immediately preceding the effective date of the assignment provided in the written notice from the Lessor, provided that Elgin provides written notice of such termination at least six (6) months before the assignment of this Agreement would otherwise become effective.

#### **OVERHOLDING BY ELGIN**

26. In the event that the Lessor permits Elgin to remain in occupation of the Leased Premises without objection and after expiration of the term of this Agreement or any renewal thereof, Elgin shall be deemed to be a tenant from month to month a monthly rental equal to one-twelfth of the annual rent due at the end of such expired term or renewal and otherwise agreed upon and subject to all covenants and agreements of this lease applicable to a monthly tenancy.

## **FORCE MAJEURE**

27. The Parties agree that, notwithstanding the other provisions of this Agreement, if the buildings within which the Leased Premises or the Leased Premises themselves are damaged or destroyed by fire, lightning, or a tempest or by other casualty against which the Lessor and/or Elgin is insured, so as to render the Leased Premises unfit for Library Services, the rent hereby reserved or a proportional part thereof, according to the nature of the damage to the Leased Premises, shall abate until the Leased Premises are rebuilt. The Lessor agrees that it will with reasonable diligence repair the Leased Premises and make the Leased Premises capable of access, unless this Agreement is terminated. If the Leased Premises are damaged or destroyed by any cause whatsoever such that in the opinion of the architects or professional engineers employed by the Lessor, such premises cannot be rebuilt or made fit for Library Services within one hundred and twenty (120) days of the date of the damage or destruction, or such longer period as Elgin may agree to at its sole and absolute discretion, the Lessor, instead of making the demised premises fit for Elgin may at its option terminate this Agreement by giving Elgin, within sixty (60) days after such damage or destruction, notice of termination and thereupon rent and any other payment for which Elgin is liable under this Agreement shall be apportioned and paid to the date of such damage and Elgin shall immediately surrender possession of the Leased Premises to the Lessor.

## **GENERAL**

28. The Parties agree that Elgin may not assign or sublet this Agreement and its rights hereunder without leave of the Lessor, provided leave shall not be unreasonably withheld, and where assignment is proposed, such assignment shall only allow the Leased Premises to be used as a library. Notwithstanding anything in this provision, the Parties hereby agree and acknowledge that Elgin may rent out its Leased Premises or permit such Leased Premises to be used by its Community Partners on a temporary, short term basis, provided that at all times Elgin shall be responsible for such Community Partners and shall be responsible for fulfillment of obligations of this Agreement.

29. The Parties agree that should the Lessor construct, purchase or otherwise have control over another property and premises of which it is the registered owner and where the Lessor believes Library Services may be delivered from such location, Elgin may, at its sole and absolute discretion, provide written notice to the Lessor of its intention to provide Library Services from such property, premises or location and the Parties shall work reasonably with each other to do any of the following: amend this Agreement such that it shall become applicable to the such location, or, terminate this Agreement and enter into a new lease agreement for such location.

30. Any notices to be given pursuant to this Agreement shall be sufficiently given if personally served upon the party or an officer of the party for whom it is intended, or mailed, pre-paid and registered, as follows:

To the Lessor:

The Corporation of the Municipality of West Elgin

22413 Hoskins Line  
PO Box 490  
Rodney, ON, N0L 2C0  
Attn: Chief Administrative Officer

To Elgin:

Corporation of County of Elgin  
450 Sunset Drive  
St. Thomas, ON, N5R 5V1  
Attn: Chief Administrative Officer

31. Time shall be of the essence, save and except as may be otherwise provided for and specified in this Agreement.
32. Amendment to this Agreement shall be permitted only in writing approved and executed by duly authorized officers of each of the Parties hereto.
33. No waiver of, failure to exercise, or delay in exercising any section of this Agreement constitutes a waiver of any other section (whether or not similar in substance) nor does any waiver constitute a continuing waiver unless otherwise expressly provided.
34. This Agreement and any renewal thereof shall be governed by the laws of the Province of Ontario.
35. Any dispute between the Parties relating to any provision of this Agreement shall be referred to a sole arbitrator, to be mutually agreed upon between the Parties. If a sole arbitrator cannot be agreed upon by the Parties then the dispute shall proceed before three (3) arbitrators, in which event each party shall appoint one (1) arbitrator and the third arbitrator shall be chosen by the two (2) arbitrators chosen by the parties. The decision of the three (3) arbitrators, or a majority of them, shall be final and binding upon the Parties. All costs and expenses of such arbitration shall be borne by the Parties equally.
36. Words importing the singular number only shall include the plural and *vice versa*; words importing any gender shall include all genders; words importing person shall include firms and corporations and any recognized legal entity in the Province of Ontario.
37. This Agreement and everything contained in it shall extend to, bind, and enure to the benefit of the heirs, executors, administrators, successors and assigns of each of the Parties. All covenants contained in this Agreement shall be deemed joint and several and all rights and powers reserved to either party may be exercised by its respective authorized officers or agents.
38. Should any provision of this Agreement be adjudged to be invalid or unenforceable or otherwise illegal by any authority of competent jurisdiction then such provision shall be severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this Agreement under signature of their duly authorized officers on the date set forth:

Date: \_\_\_\_\_

) Corporation of the County of Elgin

)

)

)

) per: \_\_\_\_\_

) Name:

) Position: Warden

)

)

)

) per: \_\_\_\_\_

) Name: Julie Gonyou

) Position: Chief Administrative Officer

)

) *We have authority to bind the corporation*

Date: \_\_\_\_\_

) The Corporation of the Municipality of

) West Elgin

)

)

)

) per: \_\_\_\_\_

) Name:

) Position: Mayor

)

)

)

) per: \_\_\_\_\_

) Name: Magda Badura

) Position: Chief Administrative Officer

)

) *We have authority to bind the corporation*

**SCHEDULE "A"**

**WEST LORNE LIBRARY LEASE AGREEMENT**

Part of Lot 11, Plan 107, Municipality of West Elgin, County of Elgin

**SCHEDULE 'C'**  
**LESSOR CLEANING SERVICES**

	Service	Frequency
1	Vacuum and clean all halls, entrances, stairwells, landings and all public or common areas.	Weekly
2	Wash tile floors and dust all entrances, exits and storage rooms.	Weekly
3	Clean all public and staff washrooms, maintenance areas, including sinks, toilet bowls and mirrors.	Weekly
4	Dust fire bells and lights, exist signs and window ledges.	Monthly
5	Dust electrical panels, hot water tanks, pumps, pipes, etc.	Monthly
6	Dust all light fixtures.	Weekly
7	Replace all non-operational light bulbs and tubes in public areas	As required
8	Steam clean all carpets and mats	Annually – in Spring
9	Dust all drapes and blinds	Weekly
10	Spot clean door glass frames and doors	Weekly
11	Empty wastepaper and recycling baskets	Weely
12	Put garbage bags out to curbside for pick-up	Garbage Day
13	Exterior Windows – thoroughly clean all windows, screens and window wells, sills and ledges	Semi-Annually – Spring and Fall
14	Sweep sidewalks	As required or twice monthly, whichever is greater
15	Keep all sidewalks clear of snow – shall occur prior	As required
16	Spread ice removing pellets or other sufficient product on sidewalks, parking lots, driveways and any other exterior area where individuals may traverse	As required

NOTE: The Cleaning services herein described are at the sole cost and responsibility of the Lessor including, but not limited to, all costs related to labour, supplies and materials.