

Lease with Edson Creative Arts Society

AGREEMENT made in triplicate and made effective this 1st day of January 2017.

BETWEEN:

THE EDSON AND DISTRICT PUBLIC LIBRARY BOARD

(hereinafter called the Library)

And

THE CREATIVE ARTS SOCIETY

(hereinafter called the Society)

WHEREAS the Library leases the following lands from the Town of Edson:

PLAN 3364 AC; BLOCK 48; LOTS 2-8 INCLUSIVE (Nels E. Bell Memorial Library Building)

And whereas the Society wishes to sublease the portion of the above property as shown outlined in red on Schedule "A" attached, hereinafter called the "premises";

NOW THEREFORE the parties agree on the following terms:

GENERAL

1. The Library agrees to sublease the premises to the Society for a term of six (6) years commencing on January 1, 2017 and ending on December 31, 2023, subject to the conditions as listed below.
2. If, after the expiry date of this agreement, the Society is still in physical tenancy, the Society shall be deemed to be a monthly tenant until such time as the agreement is renewed or terminated.
3. The Library agrees to allow the Society use of those common areas of the library building as outlined in Blue on Schedule "A", hereinafter called the "common area".
4. The Society agrees not to sublet any portion of the premises without first obtaining written consent of the Library.

5. The Society agrees that the Library may use the premises rent free for library purposes if the Society is given notice no less than seventy two hours (72) prior to the time that the lands are required.
6. The Society agrees that it will not use the premises for any other purpose than arts and crafts.
7. The Society agrees that it will not do or permit anything to be done that will create a nuisance for the Library.
8. The Library shall allow the Society quiet enjoyment of the property

CHANGES OR IMPROVEMENTS TO THE PREMISES

9. The Society may, after prior written approval of the Library, and at its' own expense make or install changes and improvements to the premises. (This approval shall not be unreasonably withheld). All work performed on the premises shall subject to all applicable legislation and by competent contractors. The Society shall not permit any builders' or other type of liens to be attached to the title of the property, and will ensure that any such liens are removed in ten days of so attached.
10. The Society shall be allowed to remove such work prior to the end of the tenancy, provided that the premises are restored to a manner that is to the satisfaction of the Library.

RENT AND OTHER CHARGES

11. During the term of the agreement, The Society shall annually pay the Library on or before the 1st day of January the sum of \$1.00 (one) Dollar.
12. During the term of the agreement, the Society shall pay the Library on a quarterly basis as invoiced:
 - a. 100% of the EPCOR bill relating to Meter B located in the Furnace Room in the Library (Account 349462-1-0)
 - b. 12% of the Library natural gas bill (i.e. ATCO) plus the applicable GST
 - c. 12% of the Library Town of Edson Utility Bill plus applicable GST
 - d. \$20.00 per month as a contribution towards janitorial and maintenance plus any applicable GST.
13. All rents, including the basic rent and all other amounts shall be payable to the Library at the following address:

The Edson Public Library Board

4726 – 8th Avenue

Edson, AB T7E 1S8

INSURANCE

14. The Society shall provide their own public liability and property insurance, naming the Library to a limit of no less than \$5,000,000.00 for liability and \$1,000,000.00 for property. The Society agrees that if any of the Society's activities cause an increase in the Library insurance rates, the Society will pay the amount of the resulting rate difference or make provision for this with their own insurance coverage separate from that of the Library.

MAINTENANCE AND REPAIRS

15. The Library shall maintain the building structure, mechanical systems and parking lot in good condition.
16. The Society will be responsible for all janitorial work and lighting at the Society's own expense concerning the premises. The Society will not allow refuse or other objectionable material to accumulate on or around the premises and will maintain the premises in a reasonably clean manner.
17. The Library shall be allowed to enter the premises at an emergency, or other reasonable times to inspect the premises for maintenance issues. The Library will advise the Craft Centre prior to any such inspection if possible.
18. Should the Society inform the Library of a maintenance or repair request, the Library shall endeavor by all means to deal with this request within a reasonably prompt time period.

TERMINATION/NOTICES

19. Either party may terminate this lease for any reason provided that the other party is given sixty (60) days' notice in writing. Any written notices with respect to this agreement shall be forwarded to the following addresses:

EDSON PUBLIC LIBRARY BOARD EDSON CREATIVE ARTS SOCIETY

4726 – 8th Avenue

Edson, AB

T7E 1S8

Attention: Board Chairperson

4726B – 8th Avenue

Edson, AB

T7E 1S8

Attention: Board Chairperson

20. This agreement shall enure to and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.

IN WITNESS the parties hereto have executed this Agreement by the hands of their signing officer or officers, effective this _____ day of _____, AD _____.

EDSON PUBLIC LIBRARY BOARD

Witness

Chairperson of Board

Witness

Trustee of Board

EDSON CREATIVE ARTS SOCIETY

Witness

Vice-Chairperson of Board

Witness

Director of Board

AFFIDAVIT OF EXECUTION FOR WITNESS

I, _____ of Edson, in the Province of Alberta, MAKE OATH AND SAY:

1. I was personally present and did see _____ named in the within instrument, who is/are personally known to me to be the person(s) named therein, duly sign and execute the same for the purposes named therein.
2. That the same was executed at Edson, in the Province of Alberta, and that I am the subscribing witness thereto.
3. That I know the said persons and each is in my belief of the full age of eighteen years.

SWORN before me at Edson in the Province of Alberta, this)

_____ day of _____

A Commissioner for Oaths in and for the Province of Alberta