



SHORT TERM LEASE

Date: **December 2, 2019**
Property: **Cornwall Square**

PART A - BASIC INFORMATION

Legal Name of Tenant: **City of Cornwall c/o Heritage Cornwall**

Space Number: **1G 1H (Centre Court)**

*****Location subject to change based on availability and at the sole discretion of the landlord. Tenant will be offered the "next best" available location or rescheduled to another date.**

Space Area: **20' x 35'**

Tenant's Address: **Planning Dept 100 Water St. E. Cornwall, On K6H 6G4**
Telephone Number: **Cindy Delgreco 613-930-2787, Debbie Ledoux 613-933-0336**
Fax Number:
Contact Person: **City of Cornwall (Cindy Delgreco) Heritage Cornwall (Debbie Ledoux)**
Email: cdelgreco@cornwall.ca debbie.ledoux@cogeco.ca

Landlord: **Cornwall Square Inc.**
Landlord's Agent and Manager: **Groupe I. Quint Inc.**
Landlord's Telephone Number at the Property: **(613) 938-2118**

Term: **1 Day**

Commencement Date: **February 22nd, 2020**

End Date: **February 22nd, 2020 (end of business day)**

Security Deposit: **N/A**

Signage Fee: **N/A**

Rent: **N/A**

HST: **N/A**

Use: **Heritage Fair Display**

- **12 x 6ft tables, skirting, 24 x chairs, power**

PART B - TERMS AND CONDITIONS

1. The Landlord leases to the Tenant the Space identified in Part A and/or shown outlined in red on the plan attached hereto as Schedule "A" and the Tenant leases the Space (which can be relocated at the Landlord's discretion) from the Landlord, to have and to hold during the Term, at the rent, and subject to the terms and conditions set out in this lease including the information set out in Part A.
2. Notwithstanding anything to the contrary, the Landlord may terminate this lease by giving written notice of such termination to the Tenant. Such written notice shall specify a termination date which shall be at least 3 days after the date the notice is given. This lease shall terminate and the Tenant shall deliver vacant possession of the Space on the termination date so specified.
3. The Tenant shall pay rent to the Landlord (plus HST) during the Term, without deduction, set-off or abatement, on the first day of each and every Rental Period. Rent shall be payable at the Landlord's management office at the Property. Rent payable for partial Rental Periods shall be determined by the Landlord on a pro rata basis.
4. The Tenant shall submit to the Landlord on or before the second business day after each Rental Period a statement in writing signed and verified by the Tenant setting out the Gross Sales (being the total selling price of all merchandise and services sold from the Space, excluding, however, any sales or other consumption tax imposed upon the customers of the Tenant and collected by the Tenant on behalf of the taxing authorities) for the preceding Rental Period.
5. The Tenant shall:
 - a) open for business on the Commencement Date and continuously, actively and diligently operate its business in a first-class reputable manner strictly in compliance with the terms and conditions of this lease, and remain open for business during business hours as designated by the Landlord, from time to time, and maintain an adequate staff of employees and a full and complete stock of merchandise;
 - b) use the Space only in accordance with the use specified in Part A and obtain all government permits or licenses required in connection with such use;
 - c) not do anything, and not permit anything to be done, which is, or results in, a nuisance to the Landlord or any other tenant or occupant of the Property;
 - d) carry on business from the Space throughout the Term only under the trade name specified in Part A;
 - e) pay when due all charges for heat, water, gas, electricity, telephone and any other utilities used at the Space which are not supplied to the Tenant by or through the Landlord. The Tenant shall pay when due to the taxing authority having jurisdiction all business taxes for the Space;
 - f) forthwith upon notice from the Landlord, remove from the Space signs, decorations, merchandise or displays to which the Landlord objects, and permit the Landlord to remove such signs, decorations, merchandise or displays;
 - g) at all times keep the Space in good repair, order and condition and in a clean and tidy state and obtain the consent of the Landlord prior to making any changes to the Space;
 - h) at the expiration or sooner termination of this lease, leave the Space in good repair, order and condition, subject only to reasonable wear and tear;

- i) not assign or transfer this lease nor sublet, sublicense or otherwise part with possession of the Space in whole or in part;
 - j) observe and comply with the reasonable rules and regulations of the Landlord, as from time to time existing;
 - k) not permit eating, drinking, smoking or food preparation in or about the Space;
 - l) at all times maintain a guarantee and refund policy satisfactory to the Landlord; and
 - m) at all times maintain for all persons employed by the Tenant at the Space a dress code satisfactory to the Landlord.
6. The Landlord and its agents shall have the right at all times to enter the Space.
7. The Tenant shall take out and maintain the following insurance coverage:
- a) commercial general liability insurance coverage against personal and bodily injury including death, and property damage, with respect to the Tenant's business and the Tenant's use and occupancy of the Space, on an occurrence basis and having a limit of not less than \$2,000,000 in respect of any one occurrence; and b) all risks property insurance covering all property of the Tenant in and around the Space, on a full replacement cost basis.
- All such insurance shall be placed with an insurer acceptable to the Landlord, acting reasonably, shall include the **Landlord (Cornwall Square Inc.) and its agent (Groupe I. Quint Inc.) as an additional insured**, shall contain cross-liability and severability of interest provisions, as applicable, and shall not be subject to cancellation without at least 10 days prior written notice to the Landlord. Prior to the Commencement Date, Tenant shall provide the Landlord with evidence of such insurance.
8. Notwithstanding anything to the contrary, the Landlord and its agents shall not be liable or in any way responsible to the Tenant in respect of any loss, injury or damage suffered by the Tenant or others, however caused, including but not limited to the negligence of the Landlord, its agents or any one else for whom the Landlord is responsible.
9. The Tenant shall indemnify the Landlord from and against all liabilities, claims, damages or expenses arising out of any act or omission by the Tenant or those for whom the Tenant is responsible, or arising out of any breach by the Tenant of any provision of this lease.
10. The Tenant shall pay to the Landlord upon the execution of this lease the security deposit specified in Part A to be retained by the Landlord as security for the due performance by the Tenant of its obligations under this lease. Upon the expiry of the Term, the Landlord will return to the Tenant so much of the security deposit as remains unappropriated by the Landlord, without interest.
11. If the Tenant is in default in the payment of any money required to be paid by the Tenant under this lease and such default continues for a period of 2 days, then the Landlord may terminate this lease and reclaim the Space. Any NSF cheques will be subject to the Landlord's administration fee.
12. This lease is subject and subordinate to all existing and future mortgages, charges and other encumbrances upon the Property. The Tenant shall not register this lease or a notice thereof against the title to the Property.
13. Any written notice provided for under this lease shall effectively be given to the Landlord by delivery to the Landlord's management office at the Property and to the Tenant by delivery to the Space or to the Tenant's address set out in Part A.
14. This lease and the schedules attached hereto and forming a part hereof contain the whole agreement between the parties with respect to the subject matter of this lease. All representations

made by either party which are relied upon by the other party are contained herein and each party disclaims reliance on any other representations.

15. The Tenant covenants that it has all requisite power and possesses all permits, licenses, consents, approvals and other rights necessary to enable it to enter into this lease and carry out its provisions.

IN WITNESS WHEREOF the parties have executed this lease.

CORNWALL SQUARE INC.

By its mandatory and manager

Groupe I. Quint Inc.

(Landlord)

Per:_____

Name: Marc Bouchard
Title: Property Manager

City of Cornwall

(Tenant)

Per:_____

Name: Bernadette Clement
Title: Mayor

Per:_____

Name: Manon Levesque
Title: Clerk

INSURANCE SCHEDULE

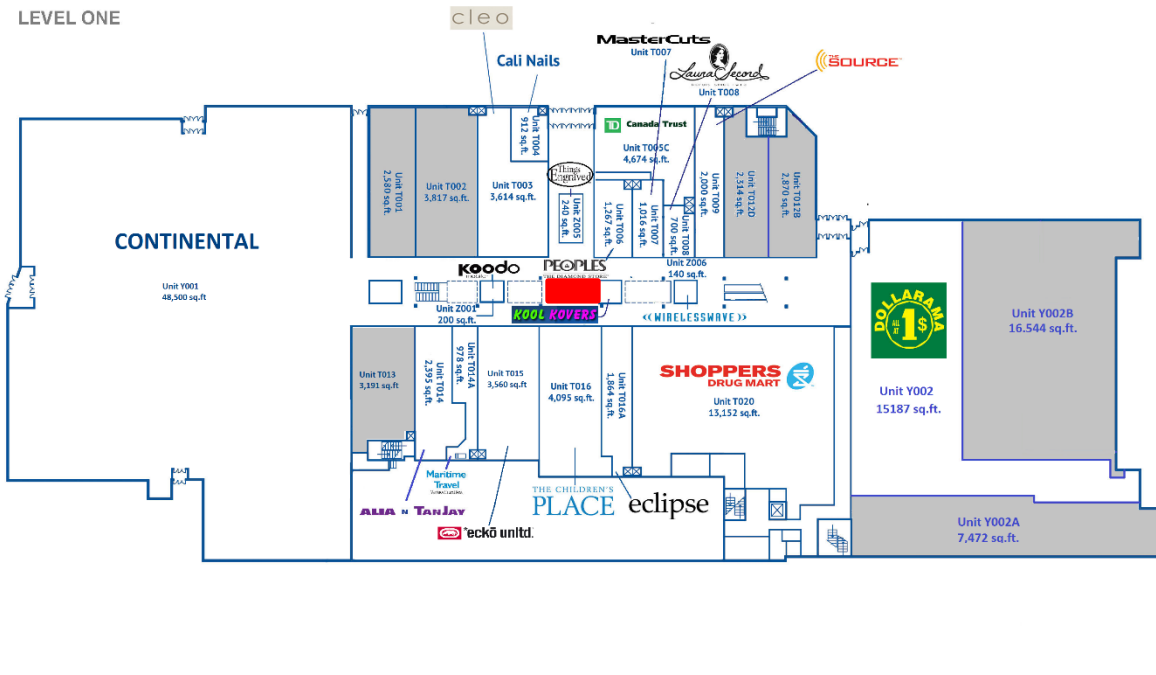
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Insurance Certificate must list **Cornwall Square Inc. and Groupe I. Quint Inc., 1 Water St. East Cornwall, ON. K6H 6M2, as additional insured's. (PLEASE INCLUDE THIS IMPORTANT DOCUMENT WITH THE SIGNED COPIES OF THE SHORT TERM LEASE AGREEMENT.)**

Leasing Plan Location Outlined in RED

Cornwall Square Shopping Centre 1 Water Street East, Cornwall ON

LEVEL ONE



The information contained herein has been obtained from sources deemed to be reliable but does not form part of any future contract and is subject to independent verification by the reader. The property is subject to prior letting, withdrawal from the market and without any notice.