

BIKE LEASE AGREEMENT

THIS BIKE LEASE AGREEMENT (this "Lease") is made and entered into on April 26, 2021 by and between Waterfront Tours ("Lessor") and The Corporation of the City of Cornwall ("Lessee").

1. Lease.

Lessor hereby leases to Lessee and Lessee hereby leases from Lessor subject to the terms and conditions of this Lease, one (1) electric assist pedicab ("Bike").

2. Term of the Lease "Term".

The Term shall commence as of April 26, 2021 and shall continue in effect until September 20, 2021. Lessee is responsible for pick-up and drop-off of the Bike. Lessee is responsible for storage of the Bike during the Term.

3. Rent.

As rental for the Bike, Lessee shall pay to Lessor eight thousand eight hundred dollars (\$8,800) plus HST at the time the Bike is picked up.

Once the Rent is paid to Lessor by Lessee, Lessee is allowed to add decals on the Bike at Lessee's cost. The decals must be removed at the end of the Term by Lessee.

If at any time during the Term, if at no fault of Lessee, the Bike becomes unusable over the Term, the Lessor will refund Lessee the amount calculated at fifty dollars (\$50.00) per day the Bike is unusable, unless Lessor provides another Bike for Lessee to use.

If agreeable by both the Lessor and Lessee an option to purchase the Bike at the end of the Term will be considered.

4. Use.

Lessor will provide to Lessee one (1) one-hour training session with the Bike at the start of the Term.

The Bike is to be used for the purposes of providing free rides to seniors. Lessor understands this to be a service to the community by Lessee and that the Bike will be driven by volunteers.

The Bike shall be used and operated in accordance with all applicable operating instructions and applicable governmental laws, rules, and regulations.

5. Maintenance.

Lessor shall provide the Bike to Lessee in clean, good condition and working order, with ordinary wear and tear expected. Lessee may not make any adjustments, repairs, alterations, modifications or replacements concerning the Bike, all of which shall be the responsibility of Lessor at all times, and Lessee agrees to notify Lessor immediately of any Bike issues, problems or damage.

Unless Lessee gives Lessor notice of any defect within twenty-four (24) hours after receipt of the Bike, it shall be conclusively presumed that such Bike was delivered in good operating condition.

Lessor will provide the following maintenance during the Term: monthly inspections; brake adjustments; gear adjustments; adjustment of headset and bottom bracket; lube, chain, and crucial parts for operation; air pressure and battery checks, replacement of broken parts due to manufacturer defects or wear and tear.

Lessee will be responsible for the replacement of broken parts not due to manufacturer defeats and any dents or cracks in the frame of the body from willful/unwillful damage.

6. Ownership.

The Bike is and shall at all times be, and remain the property of the Lessor. Lessee shall have no right, title, or interest therein except as set forth in the Lease.

Lessor will be responsible to obtain and maintain the necessary provincial and municipal licences and permits so that the Bike can be operated in the Province of Ontario.

7. Disclaimer of Warranties.

Lessee leases the Bike "AS IS." Lessor makes no warranties, express or implied, concerning the Bike, including without limitation, any warranty of fitness for a particular purpose or of merchantability.

Lessor hereby assigns to Lessee and Lessee shall have the benefit of, any and all manufacturer's warranties, service agreements and patent indemnities, if any, with respect to the Bike.

8. Indemnification.

Lessee shall indemnify and defend and hold Lessor, its successors and assigns harmless from and against, any and all liabilities, obligation, losses, damages, claims and all costs and expenses thereof (including reasonable legal fees and expenses) in any way in relation to or arising out of this Lease or the Bike, including, without limitation, the purchase, ownership,

transportation, delivery, installation, leasing, possession, use, operation, maintenance, storage and return of such Bike, however arising, in connection with any event occurring during the Term, excepting, however, any liabilities, obligations, losses, damages, and claims resulting solely from the negligence and willful misconduct of Lessor.

Lessee shall give Lessor, its successors or assigns prompt notice of any occurrence, event or condition in connection with which Lessor its successors or assigns may be entitled to indemnification hereunder.

9. Insurance.

Without restricting the generality of the Indemnification provisions, Lessee shall, during the term of this Agreement, provide, maintain and pay for Commercial General Liability Insurance with limits of not less than \$5,000,000.00 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof. Such insurance coverage shall be in the name of Lessee and shall name Lessor as an additional insured thereunder.

Lessee will ensure all insurance policies shall stay in force and not be amended, cancelled or allowed to lapse, and in the case of the insurance policies, shall contain the necessary endorsements to provide Lessor with thirty (30) days prior written notice of any amendment or cancellation.

10. Waiver and Release.

By signing this Agreement, Lessee hereby agrees that there are certain inherent risks and dangers in cycling and in using cycling equipment in association with the Bike. In consideration of use of the Bike, in addition to the payment of any fee or charge, Lessee hereby:

- (a) agrees to assume full responsibility for any and all injuries or damage which are sustained or aggravated by Lessee in relation to the Bike or this Agreement, and
- (b) waive, release and forever discharge Lessor, its officers, agents, members, employees, representatives, and all others from any and all responsibility, claims, rights, causes of action and/or liability from injuries or damages to Lessee's person or property resulting from Lessee's use of the Bike.

11. Assignment.

Lessee may not assign its rights or obligations under the Lease to any other party. Lessee shall not lend or sublease the Bike to any other party.

12. Survival of Rights.

Subject to all of the terms and provisions of this Lease, all of the covenants, conditions and obligations contained in such Lease shall be binding upon and inure to the benefit of the respective permitted successors and assigns of Lessor and Lessee.

13. Termination

This Lease shall expire on September 20, 2021 and the Bike returned to the Lessor unless option to purchase is exercised.

14. Miscellaneous.

- (a) This Lease shall be governed in all respects by, and construed in accordance with, the laws of the Province of Ontario.
- (b) All notices, consents, instructions or requests desired or required to be given under any Lease shall be in email and shall become effective when sent, addressed to Lessor at alleycat_5@hotmail.com and to Lessee at finance@cornwall.ca.
- (c) The Lease and all documentation executed in connection herewith shall constitute the complete and exclusive statement of the terms of the agreement of Lessor and Lessee with respect to the Bike leased hereby and shall automatically cancel and supersede any and all prior oral or written understandings with respect thereto.
- (d) If any of the provisions of this Lease are declared to be invalid in any jurisdiction, such provisions shall be severed from this Lease and the remaining provisions hereof shall remain in full force and effect.
- (e) No Term or provision of this Lease may be amended, altered, waived, discharged or terminated except by a written instrument signed by the parties hereto.
- (f) This Lease may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original but all such counterparts taken together shall constitute one and the same instrument.
- (g) The headings of this Lease shall be for convenience of reference only and shall form no part of this Lease.

Signatures follow on the next page.

The Corporation of the City of Cornwall

Waterfront Tours

Name of 1st signing officer

Manon Levesque
City Clerk

Print Name

Signature

Bernadette Clement
Mayor

Title

Name of 2nd signing officer
(if applicable)

Print Name

Signature

Title