

lease agreement

Between:
Halifax Regional Municipality
and
[Tenant's Name]

For [Property Address]
[City/Town], Nova Scotia

Date



Halifax Regional Municipality
Real Estate & Facility Services
Transportation & Public Works
PO Box 1749
Halifax, Nova Scotia B3J 3A5

tel: 902.490.6025
fax: 902.490.6030
www.halifax.ca

This **Lease Agreement** made this _____ day of _____, 2009 A.D.

BETWEEN:

HALIFAX REGIONAL MUNICIPALITY
(hereinafter called the "Landlord")

OF THE ONE PART

- and -

[Tenant's Name]
(hereinafter called the "Tenant")

OF THE OTHER PART

WITNESSETH that the parties hereto agree as follows:

DEFINITIONS:

- 1.0 In this Lease, unless the context otherwise requires, the following words shall have the following meanings:
- 1.1 "Leased Premises" means all those certain premises consisting of the land and building location on [Property Address], Halifax Regional Municipality, Nova Scotia which is more particularly described in Schedule "A" attached hereto;
 - 1.2 "Initial Term" means a term of fifteen (15) years commencing on or about the ____ day of _____, 200 and terminating on _____;
 - 1.3 "Base Rent" means the sum of _____ (\$XX) per annum during the term payable in equal payments of \$ _____ per month on the _____ day of each month;
 - 1.4 "Additional Rent" means all sums, other than base rent, payable by the Tenant hereunder to the Landlord;
 - 1.5 "Renewal Term" means a term of _____ years commencing on the expiry of the Initial Term if the Tenant exercises the option to renew pursuant to Paragraph 3 of this Lease;
 - 1.6 "Term" means the Initial Term and the Renewal Term, if any; and
 - 1.7 "Permitted Use" means _____.

LEASE:

2.0 In consideration of the rents reserved and the covenants and agreements herein contained on the part of the Tenant to be paid, observed and performed, the Landlord hereby leases to the Tenant, the Leased Premises for the Term.

RENEWAL:

3.0 Provided that the Tenant is not in default under any of the terms or conditions of this Lease, the Tenant shall have the option, exercisable by written notice delivered to the Landlord not later than twenty-four (24) months prior to the expiry of the Initial Term, to renew this Lease for the Renewal Term on the same terms and conditions herein contained except as to Base Rent and Renewal Term.

NET LEASE:

4.0 It is the intention of the parties and this Lease that all expenses, costs, payments and outgoings of every nature and kind relating to or in respect of the Leased Premises will be the responsibility of and shall be borne by the Tenant and the Tenant therefore agrees to pay, all amounts of such expenses, costs, payments and outgoings during the Term except as may otherwise be expressly stipulated herein to the contrary.

TENANT'S COVENANTS:

5.0 The Tenant hereby covenants and agrees with the Landlord as follows:

5.1 Rent

To pay base rent and additional rent and all other sums which under any provision of this Lease may be chargeable against or payable by the Tenant to the Landlord at such place as the Landlord may from time to time designate promptly without prior demand therefor and without any deduction, set off or abatement whatsoever.

5.2 Taxes

To pay as and when they fall due all taxes, rates and charges charged, assessed or levied in respect of the Leased Property as real property taxes or otherwise, in respect of any business or other activity carried on upon or in connection with the Leased Premises, or in respect of the Tenant's fixtures and equipment, and to indemnify and reimburse the Landlord upon demand, for any such taxes, rates or charges which may be assessed to the Landlord (and if not paid, the same shall be recoverable by the Landlord as additional rent reserved and in arrears under this Lease).

5.3 Use

- 5.3.1 To use the Leased Premises only for the Permitted Use and not to carry on or permit to be carried on therein any trade, business or other activity.
- 5.3.2 That the Tenant will not carry on any business or activity or permit anything to be done or kept on the Leased Premises which shall in the opinion of the Landlord or at law be a nuisance or disturbance, or which shall be noisy or contrary to any law or statute or any by-law, rule or ordinance of any governmental authority having jurisdiction, or by reason of which the insurance on the Leased Premises shall be made void or voidable or increased in cost.

5.4 Maintenance

- 5.4.1 To maintain the Leased Premises and appurtenances (including, without limitation, the interior finishes, flooring, fixtures and paint in good and substantial repair, (reasonable wear and tear and damage by fire, lightning or other insured perils, or act of God only excepted) with the understanding that the Landlord shall not be responsible for any maintenance, repairs, or replacements to the Leased Premises.
- 5.4.2 To repair or replace in the case of damage, at the Tenant's own cost and expense, all plate or other glass in the windows or doors of the Leased Premises.
- 5.4.3 That it shall be lawful for the Landlord, its servants and agents at all reasonable times to enter the Leased Premises to view the state of repair thereof; and if upon such examination the Landlord should find that the Leased Premises are not in good condition and repair in any respect, the Tenant agrees that upon receipt of written notice of the same, the Tenant will make such repairs and replacements as the Landlord may reasonably require within thirty (30) days thereafter (except such repairs or replacements which, with all due diligence, would require a longer period, then within such longer period) and, if the Tenant should fail or neglect to repair or make replacements as reasonably required by the Landlord within the time specified, the Landlord, its servants and agents, may enter the Leased Premises and at the Tenant's expense, perform and carry out such repairs and replacements, and the Landlord in so doing shall not be liable for any inconvenience, disturbance, loss of business or other damage resulting therefrom, and all payments and costs incurred by the Landlord thereby shall be recoverable by the Landlord as additional rent reserved and in arrears under this Lease.
- 5.4.4 That the use by the Tenant of electrical, plumbing, heating and other services, shall at no time exceed the capacity of the wiring, mains, pipes or conduits on the Leased Premises or the fixtures or equipment within the Leased Premises so as to constitute a hazard.

- 5.4.5 To clear ice, snow and obstructions from the parking areas and entrance and exit areas of the Leased Premises.
- 5.4.6 That the Tenant shall at all times during the currency of this lease, at its sole cost and expense keep the building on the Leased Premises (the "Landlord's Building") heated in its entirety to a reasonable degree and to such a temperature as to prevent damage to any part of the Landlord's Building ("Landlord's Building" as referred to in this Lease shall expressly include all mains, pipes, wires and conduits forming part thereof or appertaining thereto). In the event that damage is caused to the Landlord's Building as a result of the Tenant's breach of this covenant, the Tenant shall, at its own expense, cause the same to be repaired within 15 days of the occurrence of such damage (except such repairs which, with all due diligence, would require a longer period, then within such longer period) and, if the Tenant should fail or neglect to repair such damage within the time specified, the Landlord, its servants and agents, may effect the same at the Tenant's expense, and the Landlord in so doing shall not be liable for any inconvenience, disturbance, loss of business or other damage resulting therefrom, and all payments and costs incurred by the Landlord thereby shall be recoverable by the Landlord as additional rent reserved and in arrears under this Lease.

5.5 Utilities

- 5.5.1 That the Tenant will promptly and directly pay all charges for water, oil, gas, electricity and any other utilities and services provided to the Leased Premises and for all work and materials provided by any person, corporation or agency in connection with such utilities and services. The Landlord will not be liable to the Tenant in damages for any interruption or failure in the supply of utilities or services to the Leased Premises unless caused by the negligence of the Landlord or another person for whose negligence the Landlord is responsible in law.

5.6 Assignment of Lease

- 5.6.1 That the Tenant will not assign or sublet the Leased Premises or any part thereof without the express written consent of the Landlord which consent may be withheld by the Landlord in its sole discretion.
- 5.6.2 That the Tenant will not permit, nor cause anything to be done to the Leased Premises which would allow any lien, lis pendens, judgement or certificate of any Court or any mortgage, charge or encumbrance of any nature whatsoever to be imposed upon or to remain upon the Leased Premises or the Landlord's Building. In the event of the registration of any such lien or encumbrance the Tenant shall at its own expense immediately cause the same to be discharged. If the lien or encumbrance is not discharged

within three days after notice is given by the Landlord, the Landlord may discharge such lien or encumbrance and recover, as additional rent reserved and in arrears under this Lease, all amounts expended (including legal costs on a solicitor and client basis) by the Landlord in obtaining such discharge.

5.7 Insurance

- 5.7.1 To indemnify and save harmless the Landlord and its officers, employees and agents from all liabilities, fines, suits, claims, demands and actions, of any kind and nature for which the Landlord or its officers, employees or agents shall or may become liable or suffer by reason of any breach, violation or non-performance by the Tenant of any covenant, term or provision hereof or by reason of any death or injury of any person or any damage or destruction of any property resulting from any act, neglect or default on the part of the Tenant or any of its servants, employees, agents, invitees or licensees whatsoever. Such indemnification in respect of any such breach, violation or non-performance, damage to property, injury or death, occurring during the Term of this Lease shall survive the termination of this Lease, anything in this Lease to the contrary notwithstanding.
- 5.7.2 That the Tenant shall, at its sole cost and expense, maintain general public liability insurance in an amount and kind satisfactory to the Landlord (but in any event not less than \$2,000,000.00 per person per occurrence) against all claims for personal injury, death or property damage occurring in, on, or about the Leased Premises and insure that such insurance remains in effect and that nothing is done by the Tenant to affect the validity of that insurance. Upon the request of the Landlord, the Tenant shall provide evidence of insurance coverage satisfactory to the Landlord. Alternatively, the Landlord shall be permitted, but not obligated, at its option to maintain general public liability insurance in the event of which the Tenant shall promptly upon demand reimburse the Landlord for all costs and expenses incurred and amounts expended for premiums or otherwise in connection with maintaining such insurance and all amounts so incurred or expended may be recovered by the Landlord as additional rent reserved and in arrears under this Lease.
- 5.7.3 That neither the Landlord nor its agents shall be liable for any injury or damage to persons or property resulting from building subsidence, falling plaster, damage from steam, gas, fire, electricity, water, rain or snow or for any injury or damage resulting from the condition of the Leased Premises or the Landlord's Building, including, without limitation, the heating, air conditioning, electrical, or plumbing systems therein, or from dampness or from any other cause whatsoever, other than for such injury or damage which shall result from the wilful action of the Landlord. In no

event will the Landlord be liable for any consequential or indirect damages suffered by the Tenant.

5.8 Alterations and Repairs

- 5.8.1 That the Tenant shall not make any alterations in or to the Leased Premises without the written consent of the Landlord having first been obtained or otherwise than at the Tenant's own cost; provided that, if the Landlord consents to an alteration, the alteration shall not reduce the value or character of the Leased Premises or weaken the structural integrity of the Landlord's Building or be detrimental to the use of the Leased Premises or the Landlord's Building, and any such alterations (excluding Tenant's fixtures) shall become and remain the property of the Landlord.
- 5.8.2 That should the Landlord deem any repairs to be necessary to the Leased Premises for which the Tenant is not responsible hereunder, the Tenant shall permit the same to be performed without demanding any diminution of rent or damages, interest, or other compensation whatsoever provided that such repairs are completed within a reasonable time.
- 5.8.3 To maintain the Leased Premises throughout the Term in good condition and repair and in a clean and sanitary condition and to surrender the Leased Premises upon the termination of this Lease in a clean and sanitary condition and in good repair, and in substantially the same condition as at the commencement of this Lease, reasonable wear and tear and damage by fire, lightning or other insured peril or act of God only excepted.

5.9 Showings

- 5.9.1 To permit the Landlord, its servants and agents to show the Leased Premises to prospective purchasers and tenants at all reasonable times.
- 5.9.2 To observe and comply with the provisions and requirements of every law, by-law, statute, regulation and order applicable to the Leased Premises or the activities carried on therein by the Tenant.

LANDLORD'S COVENANTS:

6.0 The Landlord hereby covenants and agrees with the Tenant:

- 6.1 That so long as the Tenant shall pay the rent and perform the covenants herein contained to be observed, performed and kept by the Tenant, the Tenant shall, subject to paragraph 8(d) hereof, until the termination of this Lease, be entitled to peaceably hold the Leased Premises without any interference from the Landlord.

- 6.2 That the Tenant shall have the right to make repairs, and with the written consent of the Landlord obtained prior thereto, which consent may be withheld in the sole discretion of the Landlord, to make additions or alterations to the Leased Premises at the Tenant's own expense, which shall not in any event be recoverable from the Landlord.
- 6.3 To insure and keep insured during the currency of this Lease the Landlord's Building against loss or damage by fire, lightning, and such other casualties as are customarily insured against by the Landlord in respect of its other buildings, provided, however, that the Tenant shall promptly upon demand reimburse the Landlord for all costs and expenses incurred and amounts expended for premiums or otherwise in connection with maintaining such insurance and all amounts so incurred or expended may be recovered by the Landlord as additional rent reserved and in arrears under this Lease.

DAMAGE TO LEASED PREMISES:

7.0 The parties agree that:

- 7.1 If during the Term, the Leased Premises shall be damaged or destroyed by fire, or other casualty insured against pursuant to the insurance maintained by the Landlord pursuant to the provisions of this Lease, or are partially so destroyed or damaged so as to render them wholly unfit for occupancy, and if the Leased Premises shall be so badly damaged that they cannot be rebuilt or repaired with reasonable diligence within one hundred and eighty (180) days of the happening of any such damage or destruction, then this Lease shall terminate and come to end and the Tenant shall immediately surrender the Leased Premises and all interest therein to the Landlord, and the Tenant shall pay rent and all other charges required to be paid hereunder only to the time of such damage or destruction, and the Landlord may re-enter or possess the premises discharged of this Lease and may remove all persons and property therefrom.
- 7.2 If the Leased Premises shall be damaged or destroyed as aforesaid and if the damage is such that it can with reasonable diligence be repaired or restored within one hundred and eighty (180) days of the happening of such damage or destruction, and if the Leased Premises are wholly untenable or incapable of being used by the Tenant, the rent shall not run or accrue after the date of the damage or while the process of repairs is going on, and the Landlord shall use all reasonable efforts to repair the same and rent shall recommence immediately after the repairs shall have been completed, but, if the damage or destruction is such that the Leased Premises can be partially used, then until such damage shall have been repaired, the rent shall abate in the same proportion that the part of the Leased Premises rendered unfit for occupancy bears to the whole of the Leased Premises.

Provided, however, that nothing herein shall oblige the Landlord, to rebuild the Leased Premises, other than to the extent of the insurance proceeds actually received by the Landlord, or to replace or rebuild any of the Tenant's leasehold improvements.

MUTUAL COVENANTS:

- 8.0 It is mutually agreed between the parties hereto as follows:
- 8.1 That if the Tenant shall during the term of the Lease affix any fixture to the Leased Premises then such fixture shall belong to and be removable by the Tenant at any time during the Term, PROVIDED that the Tenant shall make good all damage to the Leased Premises by reason of such removal, and shall restore the Leased Premises to their original condition.
 - 8.2 That any notices required to be served hereunder shall be sufficiently served if sent by prepaid registered mail to the Landlord at PO Box 1749, Halifax, NS, B3J 3A5, Attention: Manager, Real Estate & Facility Services, Transportation & Public Works or delivered to 40 Alderney Drive, 6th Floor, Dartmouth, NS or such other address as the Landlord may from time to time designate in writing and to the Tenant at the Leased Premises, or such other address as the Tenant may from time to time designate in writing. Any notice or document sent by prepaid registered mail shall be deemed to have been received forty-eight (48) hours following the date of mailing.
 - 8.3 That the Tenant shall not install a sign or signs on the Leased Premises unless all plans and specifications of any proposed sign or signs are submitted to and approved by the Landlord.
 - 8.4 That the Landlord may grant easements, rights-of-way, licenses and similar rights to public utilities and governmental agencies for the purpose of allowing for the provision of electrical power, telephone, water and other utility and municipal services to the Leased Premises and for the installation of wires, metres, conduits, pipes and other equipment, apparatus and facilities in connection therewith and it is agreed that any such easements, rights-of-way, licenses and other rights as may be granted by the Landlord shall have priority to the interest of the Tenant under this Lease.

DEFAULT OF TENANT:

- 9.0 The Landlord shall have the right at any time to remedy or attempt to remedy any default of the Tenant hereunder, and in so doing to make any payments due or alleged to be due by the Tenant to a third party and may enter upon the Leased Premises to do any work or repairs for which the Tenant is responsible under this Lease and in such event all expenses of the Landlord in remedying or attempting to remedy such default shall be recoverable by the Landlord as additional rent reserved and in arrears under this Lease.
- 9.1 The Landlord shall have the same rights and remedies in the event of non-payment by the Tenant of any amount payable by the Tenant under any provision of this Lease as in the case of non-payment of rent.
 - 9.2 That notwithstanding anything else herein contained, this Lease shall, if

the Landlord shall so decide, forthwith cease and determine and the Landlord may re-enter upon the Leased Premises in the event of the following:

- (i) if rent or additional rent is not paid when due;
- (ii) if the Tenant shall not observe, perform and keep all and every one of the covenants, agreements, provisions, stipulations and conditions herein contained to be observed, performed and kept by the Tenant;
- (iii) if the Tenant becomes bankrupt or insolvent or makes an assignment for the benefit of its creditors; or
- (iv) if the Leased Premises shall become vacant and remain so for a period of fifteen (15) days or more.

9.3 If the Landlord shall re-enter or if this Lease shall be terminated, rent and all additional rent shall immediately become due and payable together with the reasonable expenses of the Landlord in re-entering and taking possession of the Leased Premises, and in effecting any repairs which are the Tenant's responsibility under this Lease or which are otherwise required to put the Leased Premises in the same condition as at the commencement of this Lease.

9.4 Whenever the Landlord becomes entitled to re-enter upon the Leased Premises, the Landlord, in addition to all other rights it may have, shall have the right to seize and take possession of any equipment, furniture or other property of any nature whatsoever situate on the Leased Premises and to sell the same at public or private sale without notice and to apply the proceeds thereof upon account of the rent due and to become due under this Lease and the Tenant shall be liable to the Landlord for the deficiency if any and the Tenant hereby waives and renounces the benefit of any present or future Act in force in Canada or in the Province of Nova Scotia which takes away or limits the Landlord's right of distress, and that the Landlord may seize and sell the Tenant's goods and chattels for payment of base rent and additional rent and costs as fully as the Landlord might have done if such Act had not been enacted or passed.

9.5 The Landlord may waive any default by the Tenant hereunder only in writing. Any such waiver shall not be deemed to be a waiver of any subsequent or other default hereunder.

INSPECTION:

10.0 The Tenant hereby declares it has inspected the Leased Premises before executing this Lease and has satisfied itself as to their condition and the taking of possession by the Tenant shall be deemed conclusive evidence that the Tenant received the Leased Premises in good order, condition and repair.

ENTIRE AGREEMENT:

11.0 It is hereby understood and agreed between the parties hereto that the terms and conditions set forth herein embrace the whole of the terms and conditions of the

agreement entered into by the Landlord and Tenant, and supersede and take the place of any previous agreements or representations of any kind, written or verbal, previously made by anyone, whether an agent or employee of the Landlord or not, in reference to the premises hereby leased or which in any way affect the building or equipment of which the said premises forms a part.

12.0 THIS LEASE shall extend to and be binding upon and enure to the benefit of the parties hereto, their successors and assigns and shall be interpreted in accordance with the laws of the Province of Nova Scotia.

13.0 Time shall, in all respects, be of the essence of this Lease.

