

THIS LEASE made in triplicate this XXXX day of XXXX, 2025.

BETWEEN:

THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE
Hereinafter called the "Town"

of the FIRST PART:
-and-

SWEETS AND SWIRLS CAFE
Hereinafter called the "Lessee"

of the SECOND PART:

WITNESSETH THAT:

WHEREAS the Town is the owner of the premises known as the Niagara-on-the- Lake Community Centre, 14 Anderson Lane in Niagara-on-the-Lake, in the Regional Municipality of Niagara.

The Lessee has requested and the Town has agreed, to lease the kiosk at the Niagara- on-the-Lake Community Centre for the purpose of operating a cafe.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT IN CONSIDERATION OF THE PREMISE THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

1. Use of the Premises

The Lessee acknowledges that the premises will be used solely for the purposes of food & beverage production, sales and service. The Lessee shall operate under the name Sweets and Swirls Cafe. The Town and Lessee agree that the use as a café includes but is not limited to, the sale of hot & cold beverages, a range of snacks, hors d'oeuvre platters, meals, and sweets in accordance with the demands of its clientele, for on and off premises consumption.

2. Length of Lease

The Term shall commence on January 1, 2025 and shall run for a period of five (5) years to December 31, 2029, unless terminated earlier pursuant to the provisions of this Lease.

3. Renewal Option

As this new lease is exercising the extension by the Lessee there is no renewal option. The Lessee shall meet with Town staff no less than six (6) months before the expiry of this lease to discuss a new lease based on negotiations of the fair market rent for premises of similar size, age, location, and use.

4. Rent

The Lessee shall deliver the monthly fee to the Tenant, on or before the twelfth day of each month during the Term commencing on January 1, 2025.

The Lessee covenants and agrees to pay, to the Town the total of \$8,418 per year (\$701.44 per month which includes utilities and HST, \$620.74 + \$80.70 HST). The rent will increase by lesser of 2% or the Statistics Quarterly, Construction Price Index annually.

The Lessee covenants and agrees to pay, to the Town the total of property taxes \$4,471.68 (2024) per year. This amount includes the property taxes required for the space rented within the building. This amount is based on an assessment from Municipal Property Assessment Corporation (MPAC). Upon receiving a new assessment, the Lessee will be notified of the increase.

The Lessee covenants and agrees to pay to the Town a modified monthly amount for the year 2025. This is to clear the account from arrears and is agreed upon between the Lessee and the Lessor. It is attached as **Schedule "C"**.

If the Lessee fails to pay any Rent when the same is due and payable, such unpaid amount shall bear interest at the rate of fifteen percent (15%) per annum, such interest to be calculated from the time such Rent becomes due until paid by the Lessee.

The Lessee may appeal the property tax assessed from MPAC, in whole or in part, directly with MPAC, and seek adjustment to assessed amounts from Municipal or Regional Councils.

5. Leasehold Improvements and Fixtures

The Lessee shall be responsible for the installation, maintenance and replacement of all trade fixtures and leasehold improvements with the space identified in **Schedule "A"**.

Modifications and improvements made by the Lessee to the building, which are fixed to the building, remain the property of the Town. All leasehold improvements, renovations or redecorating shall be subject to prior written approval by the Town, with written request to the Director of Operations or designate.

6. Maintenance

The Lessee will be responsible for cleaning and clearing of the tables in the common area during their regular business hours. The Town shall be responsible for cleaning the common area each day after normal business hours.

7. Other Space

The Lessee shall have right to use, on a non-exclusive basis, in common with the patrons of the Community Centre, the Patio Area. The Lessee shall be responsible for clearing and cleaning the tables in the Patio Area during Normal Business Hours and the Town shall be responsible for cleaning the Patio Area each day after Normal Business Hours.

The Lessee shall have the right to use the garbage enclosure constructed by the Town for the use of the Lessee and the Community Centre. The Lessee shall not pay any Rent for

the use of the garbage enclosure. The Town shall be responsible for the removal of garbage and all maintenance associated with the garbage enclosure.

8. Insurance

The Lessee shall provide at their own expense Liability Insurance with a limit of not less than \$2,000,000.00 for bodily injury, property damage, personal injury and with a limit not less than \$1,000,000.00 for tenants legal liability. The Town shall be additionally named under the policy and a copy of the insurance shall be deposited with the Town annually.

9. Signs

The Lessee shall be permitted to install exterior signage on the two-sided roadway sign at the Premises, and also interior signage at the Premises. All signage must be approved by the Town in advance, and shall comply with the provisions of the sign by-law for the Town of Niagara-on-the-Lake. The Lessee will be permitted to advertise on the roadway sign four (4) times per month.

10. Provincial Regulations

The Lessee agrees not to contravene any statutes or regulations of the Province of Ontario or the Dominion of Canada, or any By-law of the Town of Niagara-on-the-Lake or the Regional Municipality of Niagara.

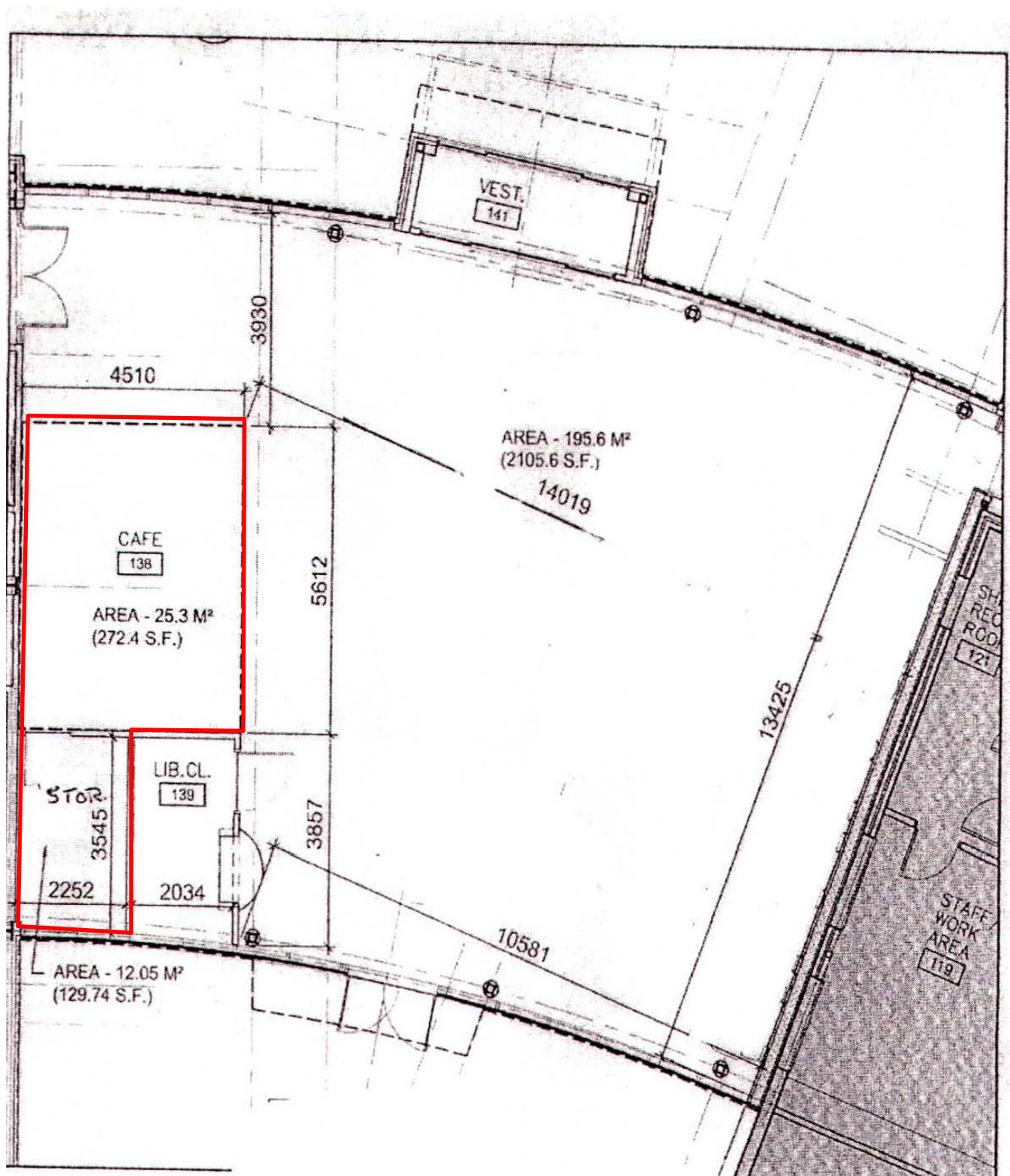
11. Termination Clause

The parties understand that if the Lessee ceases to operate, or the terms of this lease are not met, the lease will be terminated and the operation of the room will revert to the Town without penalty to the Lessee. The Lessee will have thirty (30) days to remove equipment and belongings.

Schedules forming part of this lease

- Schedule "A" Cafe Plan
- Schedule "B" Legal Description
- Schedule "C" Payment Schedule

SCHEDULE "A"
CAFÉ PLAN



SCHEDULE "B"
LEGAL DESCRIPTION

PIN 46402-0137 (LT)

PARCEL 217-1 SECTION M-11

Lot 217 Plan M-11

T/W Lot 214 Plan M-11 as NTP4974

T/W Part Lot 218 Plan M-11 Part 2 30R-6105 as confirmed by Plan 30BA179 as in
LT99185 (S/T LT3269, LT63814, LT76074 & LT876911)

Plan M-11 is not a plan of subdivision within the meaning of the Planning Act

S/T Easement in favour of the Regional Municipality of Niagara over Part 1 30R-11122 as
in NR32473

Niagara-on-the-Lake

DRAFT

IN WITNESS WHEREOF the parties hereto affix their hands and seals or the hands of their properly authorized signing officers in such behalf:

DATED at the Town of Niagara-on-the-Lake, this day of 2025.

IN WITNESS WHEREOF the Parties hereto have signed, sealed and executed these presents under the hands of their proper officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED

in the presence of:

SWEETS AND SWIRLS CAFE

Per: Erinn Lockard

CORPORATION OF THE TOWN NIAGARA-ON-THE-LAKE,

LORD MAYOR

TOWN CLERK
