

BETWEEN:

THE CITY OF CALGARY,

(the "City")

- and -

INSERT NAME OF SOCIAL REC GROUP,

(the "Tenant")

LEASE FOR
[NTD: INSERT NAME OF SOCIAL REC GROUP]

THIS LEASE dated for reference the ____ day of _____, 20_____.

BETWEEN:

THE CITY OF CALGARY,

(the "City")

- and -

[NTD: INSERT NAME OF SOCIAL REC GROUP]

(the "Tenant")

LEASE

[NTD: INSERT NAME OF SOCIAL REC GROUP]

BACKGROUND

- 1.1 The Tenant was formed to promote the recreational, cultural and social activities of its members. This is recognized in the Tenant's articles and bylaws filed under the requirements of their applicable incorporating legislation as amended or replaced from time to time.
- 1.2 The City owns the Lands that the Tenant wishes to use. The Tenant wishes to lease the Lands. The City has agreed to grant the Tenant a lease for the Lands according to the provisions of this Lease.
- 1.3 Council approved a policy for granting leases to community associations and social recreation groups by resolution made on _____. That policy is reflected in the provisions of this Lease.

THIS LEASE WITNESSES THAT, in consideration of the covenants, conditions and stipulations herein contained, **THE PARTIES HERETO AGREE AS FOLLOWS:**

DEFINITIONS

2.1 In this Lease, including the Background:

"Business Plan" means a guiding document for the Tenant which, at a minimum, must satisfy the following criteria:

- a) outlines the Tenant's priorities for service delivery and an associated budget for the following year;
- b) be responsive to the needs of the Tenant's members and reflective of the Tenant's financial capabilities; and
- c) meets the mandate of the Tenant as outlined in its bylaws;

"City" means The City of Calgary, a municipal corporation under the laws of the Province of Alberta;

"City Liaison" means the City's official designated from time to time by the General Manager as the primary contact for the Tenant on behalf of Community Services & Protective Services, The City of Calgary;

"Commencement Date" has the meaning ascribed to it in Section 4.1;

"Council" means the elected Mayor and Aldermen of the City;

"Facility" means any buildings which may be situated on the Lands;

"General Manager" means the City's official with the title General Manager of Community Services & Protective Services, appointed from time to time, and any individual designated to carry out his/her duties in connection with this Lease;

"Government Authority" means any federal, provincial, municipal or other governmental body, agency, tribunal or authority;

"Improvements" means any repairs, replacements or alterations on or in the Lands or Facility and includes any amenities, landscaping, permanent equipment, fixtures, or anything that affects the structure or operation of the mechanical systems of any of the same;

"JUCC" means the Joint Use Coordinating Committee which is made up of The City of Calgary and the Calgary Public and Separate School Boards.

"Lands" means those lands legally described in Schedule "A" and includes all Improvements which may be situated on the lands;

"Lease" means this lease agreement together with the following attached schedules:

- (i) Schedule "A" – Lands (legal and municipal);
- (ii) Schedule "B" - Map of the Lands; and
- (iii) Schedule "C" - Dispute Resolution Process.

"Lifecycle Study" means a report prepared by a third-party qualified consultant, that is conducted to establish the Facility's condition, estimated cost and timing of the replacement and repair of the Facility over a 25 year span, and includes a condition assessment and lifecycle plan;

"Public Use Policy" means the policy approved by Council on September 2, 1986 as may be replaced, revised or amended from time to time;

"Relocation Lands" has the meaning ascribed to it in Section 6.1;

"Rent" means the non-refundable amount payable for the lease of the Lands and Facility as outlined in Section 7.1;

"Tenant" means [NTD: Insert legal entity name of Social Recreation Group]

"Term" means the period of time for this Lease outlined in Section 4.1;

"Utilities" means the provision of electricity, gas, water, sewer, telecommunication, cable and any other rates or services assessed in connection with the use and occupancy of the Lands and Facility.

GRANTING OF LEASE

3.1 The City hereby demises and leases to the Tenant the Lands and Facility subject to the provisions and covenants to be performed by the Tenant as set out in this Lease.

TERM

4.1 The Term of this Lease will be _____ (____) YEARS, beginning on _____ 01, 20__ (the "Commencement Date") and ending on _____ 31, 20__ unless earlier terminated by the provisions of this Lease.

**APPLICATION FOR A NEW LEASE AT
END OF TERM**

5.1 Upon the expiration of the Term, the City acknowledges that the Tenant may apply for a new lease for the Lands and Facility. The City may not unreasonably withhold its approval for such application provided that:

- a) the City does not require the Lands or Facility or any portion thereof for municipal purposes (which determination shall be made in the sole and unfettered discretion of the City);
- b) the Tenant has duly and regularly performed each and every of the provisions contained in this Lease and the Tenant is not in default of any provision of this Lease at the time the Lease has expired;
- c) the Tenant agrees to abide by the then current governing policies of the City regarding social recreation organizations, as such policies as may be replaced, revised or amended from time to time;
- d) the Tenant has provided the City with an up-to-date Business Plan and Lifecycle Study to the reasonable satisfaction of the City; and
- e) the Tenant is, in the opinion of the General Manager acting reasonably, financially able to continue maintaining and operating the Lands and Facility.

- 5.2 For further clarity, the Tenant acknowledges that Section 5.1 does not grant the Tenant a right to renew the current Lease, but provides the Tenant the right to apply for a new lease respecting the Lands and Facility subject to the terms of Section 5.1.

RELOCATION

- 6.1 In the event that prior to the expiry of the Term the City requires the Lands or any portion thereof for municipal purposes (which determination shall be made in the sole and unfettered discretion of the City), the City shall request Council approval to relocate the Tenant or terminate the Lease in accordance with Section 6.2 herein. The City acknowledges that no such relocation or termination shall commence without the City first obtaining the Council approval contemplated in this Section 6.1.
- 6.2 Upon Council granting the approval contemplated in Section 6.1 of this Lease, the Tenant agrees that the City shall, upon not less than TWELVE (12) MONTHS written notice, relocate the Tenant or alternatively terminate this Lease subject to the remainder of this Section 6.2. If the Tenant is provided the notice to relocate referred to herein, the City shall use reasonable efforts to find alternative lands with facilities (if applicable) which would be suitable for the Tenant's demonstrated needs (the "Relocation Lands"). For further clarity, "reasonable efforts" means a review by the City of its then current land inventory to determine whether any Relocation Lands could be made available for the Tenant, failing which the City shall review other reasonable options in order to find Relocation Lands for the Tenant. In the event that no Relocation Lands can be found within NINE (9) MONTHS from the Tenant being provided the notice to relocate referred to herein, or if the Tenant rejects the City's proposed Relocation Lands, this Lease shall terminate upon THREE (3) MONTHS written notice to the Tenant. In the event that Relocation Lands can be found and the Tenant accepts the same, the Relocation Lands to which the Tenant is relocated shall thereupon be substituted for the Lands for all purposes of this Lease and the City and the

Tenant shall enter into a lease amending agreement in the City's standard form to confirm the terms of the relocation and to confirm that all other terms and conditions of this Lease shall apply with respect to the Relocation Lands for the remainder of the Term.

RENT

7.1 The Tenant agrees to pay to the City as Rent for the Lands and Facility, the sum of TEN (\$10.00) DOLLARS per year of the Term, to be paid in advance of the Commencement Date.

NET LEASE

8.1 The Tenant and the City agree that this Lease is a net lease. This means the Tenant agrees to pay, in addition to the Rent, all expenses incurred on the Lands and Facility including any insurance or maintenance charges including the payment of all charges for Utilities, and all taxes which may from time to time be levied against the Lands and Facility or from the Tenant's use and occupancy of the Lands and Facility.

8.2 a) The City grants the Tenant the right:

- (i) of appealing property tax assessments; or
- (ii) of applying for an exemption from any property and/or business taxes;

with respect to the Lands and Facility.

b) The Tenant agrees:

- (i) to give the General Manager notice of these proceedings; and
- (ii) to prosecute them without delay.

8.3 If the General Manager receives any assessment notices for the Lands or Facility he agrees to immediately provide a copy of that assessment notice to the Tenant.

USE OF THE LANDS

- 9.1 The Tenant agrees to use and occupy the Lands and Facility for the following purposes only:
- a) a public park;
 - b) a public recreation area;
 - c) a school operated by either the Calgary Separate School Board or the Calgary Public School Board; and
 - d) any social, recreational, athletic or community activities which:
 - (i) support the uses set forth in Sections 9.1(a), 9.1(b), and 9.1(c) above;
 - (ii) are consistent with the registered articles and bylaws of the Tenant; and
 - (iii) strictly comply with the current policies of the City as may be replaced, revised or amended from time to time.
- 9.2 The Tenant agrees to strictly comply with the Public Use Policy.
- 9.3 The Tenant accepts the Lands and Facility in their current condition. The Tenant agrees that the City has not made any representation, warranty or undertaking about the condition or quality of the Lands and Facility, their suitability or fitness for the Tenant's purposes, or their safety.
- 9.4 The Tenant agrees to comply with all laws, bylaws, statutes, rules, orders and regulations of any Government Authority in force from time to time throughout the continuance of this Lease with respect to the Lands and Facility and the use and occupancy thereof.
- 9.5 The Tenant must comply with The City of Calgary *Land Use Bylaw 1P2007*, as may be replaced, revised or amended from time to time, with respect to its use of the Lands and Facility.

- 9.6 Bearing in mind the nature of the activities ordinarily and usually carried out on the Lands and Facility the Tenant agrees not to bring in or on the Lands:
- a) any harmful, noisy or offensive act, trade, business or occupation;
 - b) any action or object that may be a fire hazard;
 - c) anything that is or may become a nuisance, damage or disturbance to the:
 - (i) City;
 - (ii) general public; or
 - (iii) occupants or owners of adjoining lands or properties.
- 9.7 The Tenant agrees not to store or bring on to the Lands and Facility any articles of a dangerous or environmentally hazardous nature which alone or in combination are defined, listed, prohibited, controlled or otherwise regulated by any Government Authority, unless they are specifically required for the maintenance and operation of the Lands and Facility and are pre-approved by the City.
- 9.8 The Tenant must not permit any waste or damage to the Lands and Facility.
- 9.9 The Tenant agrees not to participate or knowingly permit any person to participate in an activity on the Lands and Facility:
- a) for any illegal purpose; or
 - b) in any manner which would cause the cancellation of any insurance or the refusal of any insurer to give the insurance required under this Lease.
- 9.10
- a) The Tenant agrees within FOURTEEN (14) DAYS of receiving notice from the City to submit a copy to the City of:
 - (i) its current rates and fees charged for the use of the Lands and Facility; and
 - (ii) its current schedule of the use of the Lands and Facility.
 - b) The Tenant agrees to make reasonable changes to the rates and fees charged for the use of the Lands and Facility, if requested by the General Manager upon consultation with the respective ward alderman.

- 9.11 The Tenant agrees not to give another person an interest in any form in this Lease or authorize anyone else to do so, without the prior written consent of the General Manager, which consent may be arbitrarily withheld.
- 9.12 Notwithstanding Section 9.11, if the Tenant has and is continuing to satisfy the requirements of the Public Use Policy, the Tenant may sub-let a portion of the Lands and Facility on a temporary basis provided that the Tenant has obtained the prior written approval of the General Manager. The Tenant will ensure that any sub-lease between the Tenant and the respective sub-tenant shall strictly comply with the terms and conditions of this Lease. Any approval by the City to a sub-lease request shall not constitute a waiver of the necessity for such approval to any subsequent sub-lease request.

TENANT'S INSTALLATION OF IMPROVEMENTS

- 10.1 The Tenant agrees to comply with the provisions of Sections 10.2 to 10.6 prior to and during the construction of any Improvements.
- 10.2 Before beginning any Improvements that cost more than FIFTY THOUSAND (\$50,000.00) DOLLARS in total combined project cost or for any Improvements requiring a development permit, the Tenant agrees:
- a) to submit for the General Manager's prior written approval, detailed designs, plans, elevation drawings (where applicable), specifications (including materials to be used), and cost estimates that have all been prepared by competent consultants at the Tenant's cost. The General Manager will not unreasonably withhold his approval provided that the Tenant has fully complied with this Lease; and

- b) if required by the General Manager, to apply to the Finance Leader responsible for Community Services & Protective Services or his designate, and receive a Controllers' Certificate. The Controllers' Certificate is a letter from the Finance Leader that states that the Finance Leader is satisfied that the Tenant is in a financial position to finance capital construction and operation of any proposed Improvements. The General Manager will provide the Tenant with all the necessary information for obtaining a Controller's Certificate when it has been requested by the Tenant.

10.3 Before and during the completion of any Improvements, no matter what their cost, the Tenant agrees to also:

- a) obtain in advance all relevant federal, provincial or municipal licenses, permits or authorizations required for the Improvements;
- b) conduct and complete the Improvements as soon as practicable and in a good and workmanlike manner;
- c) where applicable, complete the Improvements strictly conforming to all designs, plans, elevation drawings, specifications and cost estimates provided to the General Manager;
- d) comply with all provisions of law including federal and provincial enactments, City bylaws and all governmental regulations relating to the construction and completion of the Improvements;
- e) complete the Improvements free and clear of any conditional sale contracts, personal property security agreements or other claims; and
- f) comply with all current and future Government Authority policies or standards related to capital construction or Improvements.

10.4 During the construction and completion of any Improvements, the Tenant agrees to comply with the provisions of the *Builders' Lien Act*, R.S.A. 2000, Chapter B-7, as amended or replaced from time to time.

10.5 The Tenant must ensure that no Builders' Liens or any other encumbrances (as defined in the *Land Titles Act*, R.S.A. 2000, Chapter L-4, as amended) will be attached, filed or registered against the Lands. The Tenant must obtain the discharge of any Builders' Lien or encumbrance within NINETY (90) DAYS after it

has come to the notice of the Tenant. If the Tenant fails to meet this 90-day deadline the City may undertake to discharge the Builders' Lien or encumbrance at the Tenant's cost (including legal fees on a solicitor-and-own-client basis). Any expense incurred by the City in doing so must be paid to the City on demand. Should the Tenant wish to contest the amount or validity of any lien or encumbrance in good faith they may notify the General Manager of their intention. The General Manager may then waive the 90-day deadline upon reasonable terms and conditions.

- 10.6 If required as part of construction of an Improvement, the Tenant agrees to pay for:
- a) the cost of any new connections or extensions from the Facility or any Improvements to the adjacent street, required for the provision of any Utilities; and
 - b) the cost of all access roadways from the Lands to the adjacent street.

REPAIRS AND MAINTENANCE

- 11.1 The Tenant agrees to take proper care of the Lands and Facility as would a careful and prudent owner and keep the Lands and Facility in good working order and good repair at the Tenant's cost, including:
- a) observe all relevant regulations and directions of the applicable Government Authority, including but not limited to building inspectors, health, fire or other officers and City or provincial agencies or departments;
 - b) maintain the Lands and Facility in a tidy, clean, sanitary and safe condition;
 - c) service and maintain in good working order every part of the Lands and Facility including all fixtures, machinery, equipment, buildings, structures, heating and air conditioning equipment and all utilities;
 - d) ensure all heating and air conditioning equipment, water and sanitation lines and all utility lines are protected from frost and freezing; and

- e) service and maintain in good working order the sidewalks, curbs, areaways, plazas, parking lots and rights of way which form part of the Lands and keep them accessible including using reasonable efforts to keep them free from rubbish, ice and snow.
- 11.2 Within ONE (1) YEAR of the Commencement Date, the Tenant agrees to obtain and submit to the City a Lifecycle Study for the Lands and Facility in order to facilitate the repairs and maintenance of the same.
- 11.3 The Tenant shall re-submit an updated Lifecycle Study every FIVE (5) YEARS throughout the remainder of the Term.
- 11.4 The Tenant agrees that those City employees, officers and agents designated by the General Manager may, at all reasonable times and upon reasonable notice, and with no notice in cases of emergency, enter and examine the condition of the Lands and Facility. The City may then notify the Tenant of any necessary repairs for which the Tenant is responsible under Section 11.1. The Tenant will complete the required repairs after receiving this notice according to the following time periods:
- a) within TEN (10) DAYS if the General Manager identifies the repairs as being required for public safety or building integrity; or
 - b) within THIRTY (30) DAYS or within a reasonable period of time as agreed to between the Tenant and the General Manager in all other situations if the repairs will reasonably require greater than THIRTY (30) DAYS to complete.

If the Tenant fails to complete the repairs within the specified time, the City may undertake to complete the repairs. The Tenant agrees that the City, its officers, employees and agents may enter the Lands and Facility to complete the repairs. The cost of any repairs when the City has completed the work is at the Tenant's cost and is payable upon demand.

- 11.5 In the event of damage or destruction to the Lands and Facility which would render 50% or more of the Lands and Facility unusable for the Tenant's

purposes, both the Tenant and the City shall have the right to terminate this Lease upon THIRTY (30) DAYS written notice to the other party.

11.6 Subject to the provisions in Sections 10.1 and 13.1, in the event that neither party has terminated the Lease pursuant to Section 11.5, or in the event of damage or destruction to the Lands and Facility which renders less than 50% of the Lands and Facility unusable for the Tenant's purposes, the Tenant agrees to either:

- a) repair or replace any or all parts of the Lands and Facility destroyed with new structure(s) and Improvements in accordance with any agreement which may be made by it with the City; or
- b) at its own cost, repair or replace such damage or destruction if there is no such agreement in place.

INDEMNITY

12.1 The Tenant agrees to indemnify, defend and hold harmless the City against any loss or liability arising from and any damages, costs, charges and expenses (including reasonable legal fees on a solicitor-and-own-client basis) incurred in connection with:

- a) the City exercising a right under this Lease;
- b) any breach, violation or non-performance of any provision of this Lease which is to be observed and performed by the Tenant;
- c) a person being injured or a death occurrence or property being damaged directly or indirectly from the Tenant's use or occupation of the Lands; or
- d) any act, omission, negligence or wilful misconduct by the Tenant, its officers, agents, employees, customers or invitees or anyone permitted by the Tenant to be on the Lands.

This obligation shall apply to all matters excepting a bona fide action by the Tenant against the City, or an action arising from the negligence or wilful misconduct of the City, its officers, agents or employees.

12.2 The City agrees to indemnify, defend and hold harmless the Tenant against any loss or liability arising from and any damages, costs, charges and expenses (including reasonable legal fees on a solicitor-and-own-client basis) incurred in connection with:

- a) the Tenant exercising a right under this Lease;
- b) any breach, violation or non-performance of any provision of this Lease which is to be observed and performed by the City;
- c) a person being injured or a death occurrence or property being damaged directly or indirectly from the City's use of the Lands; or
- d) any act, omission, negligence or wilful misconduct by the City, its officers, agents, employees or customers.

This obligation shall apply to all matters excepting a bona fide action by the City against the Tenant, or an action arising from the negligence or wilful misconduct of the Tenant, its officers, agents or employees or others for whom the Tenant is responsible for at law.

12.3 Each indemnity is a continuing obligation, separate and independent from either party's other obligations. It continues after this Lease is terminated. Neither the City nor the Tenant has to incur any expense before it can enforce a right of indemnity.

INSURANCE

13.1 The Tenant agrees to maintain insurance policies in a form and substance and with an insurer satisfactory to the City including:

- a) a commercial general liability insurance policy with an inclusive limit of not less than FIVE MILLION (\$5,000,000.00) DOLLARS per occurrence for death, bodily injury and property damage. This policy must:
 - (i) include the City as an additional insured;
 - (ii) contain a cross liability clause;
 - (iii) include the broad form contractual liability coverage;

- (iv) include products and completed operations coverage;
 - (v) contain non-owned automobile liability;
 - (vi) not contain a participant's exclusion clause; and
 - (vii) not contain a host liquor liability exclusion clause;
- b) an "all risks" Property insurance policy insuring the Facility and Improvements on the Lands for their full replacement cost. This policy is also to include the City as an additional named insured;
- c) during the course of construction of any Improvements and until the work is completed and accepted by the City, the Tenant agrees to:
- (i) maintain an "all risks" course of construction insurance policy for an amount of not less than the total insurable value of that being constructed and:
 - (a) coverage will not be restricted to the job site but will cover property in transit except ocean marine risks;
 - (b) coverage will not insure equipment owned, rented or leased by the contractor or sub-contractor;
 - (ii) ensure any contractor hired by the Tenant maintains a comprehensive general liability insurance policy with an inclusive limit of not less than TWO MILLION (\$2,000,000.00) DOLLARS per occurrence for death, bodily injury and property damage. The contractor's insurance must be for any one occurrence and must include:
 - (a) products, completed operations and contractual liability coverage;
 - (b) a cross liability clause;
 - (c) the City, the Tenant, the contractor and all sub-contractors are additional named insureds.
- 13.2 All insurance policies required under this Lease shall not include a participant's exclusionary clause.
- 13.3 All insurance policies required under this Lease must include a provision that the City will be notified in writing THIRTY (30) DAYS before the policy is discontinued or materially changed.

- 13.4 All insurance policies required under this Lease and all deductible amounts provided in them are at the Tenant's cost.
- 13.5 The Tenant agrees to provide certificates of insurance to the City at the beginning of the Term. The Tenant agrees to also provide proof, to the City's satisfaction, of the renewal or continuance of the Tenant's insurance before it expires.
- 13.6 The Tenant agrees to assume the liability and relieve the City from any responsibility from any loss or damage covered by the insurance required under this Lease.
- 13.7 The Tenant must comply with all regulations imposed by insurance underwriters providing the insurance under this Lease.
- 13.8 Any money received from insurance policies required by Sections 13.1b) and 13.1d)(i) of this Lease must be used to either:
- a) repair or rebuild the Facility that was insured or for other purposes contemplated under this Lease; or
 - b) for purposes mutually agreed upon between the City and the Tenant.
- 13.9 The Tenant agrees that the City may require the Tenant to carry new types, forms and amount of insurance. The City may require these changes once a year during the Term. The Tenant agrees to make any changes to the insurance as may be required by the City within THIRTY (30) DAYS of being notified. The City shall act reasonably in requesting any change to the form or amount of insurance required.

ADDITIONAL TENANT RESPONSIBILITIES

- 14.1 The Tenant agrees to abide by every provision of this Lease and not knowingly permit any violation of it.

- 14.2 The Tenant agrees to pay the Rent and any other amount that is payable by the Tenant as soon as they are due or demanded.
- 14.3 The Tenant acknowledges that in addition to Section 8.1 this Lease is intended to be a net lease and all costs, expenses or other charges whatsoever connected with the Tenant's use and occupation of the Lands and Facility or in the exercise of the Tenant's rights under this Lease shall be at the Tenant's sole cost and expense.
- 14.4 The Tenant is responsible, at its sole cost and expense, for paying all charges for Utilities servicing the Lands and Facility.
- 14.5 The Tenant acknowledges that the General Manager or his representative may upon 48 hours' notice of its intention enter the Lands and Facility to:
- a) check whether the terms of this Lease are being complied with;
 - b) exercise any of the rights of the City under this Lease; or
 - c) perform any work or operation usually carried out by the City on the Lands or Facility.
- 14.6 The Tenant shall comply with all provisions of its respective incorporating legislation, as amended, and, shall provide a record of any changes to its bylaws or articles of incorporation to the General Manager within THIRTY (30) DAYS of those changes being registered.
- 14.7 The Tenant shall submit to the City annual proof of filing in the Alberta Corporate Registry which indicates that the Tenant remains a non-profit organization in good standing under the Tenant's respective incorporating legislation.
- 14.8 If the Tenant is a registered charity under the *Income Tax Act (Canada)*, the Tenant shall submit to the City annual proof of filing of the Tenant's charitable tax returns which indicates that the Tenant remains a charity in good standing under the *Income Tax Act (Canada)*.



FINANCIAL REPORTING

- 15.1 The Tenant agrees to submit its annual audited financial statement to the General Manager within THIRTY (30) DAYS of its annual general meeting where the annual audited financial statement is presented to the members of the Tenant for their review.
- 15.2 The City may appoint an auditor to review the financial records of the Tenant at the City's cost.
- 15.3 The Tenant agrees to provide complete and immediate access to all financial records for the auditor's review.
- 15.4 Within ONE (1) YEAR of the Commencement Date, the Tenant agrees to submit to the City a Business Plan approved by the Tenant's Board of Directors, in order to facilitate and organize the proper distribution of resources to meet the needs of the membership of the Tenant.
- 15.5 The Tenant shall re-submit an updated Business Plan throughout the remainder of the Term upon the expiration of the then current approved Business Plan or upon the expiration of FIVE (5) YEARS, whichever event comes first.
- 15.6 The Tenant shall meet with their designated City Liaison at least twice per year throughout the Term in order to:
- a) discuss, review and create action plans for the Tenant's priorities with reference to the Tenant's current Business Plan; and
 - b) review the Tenant's Lifecycle Study and the status of the repairs and maintenance to the Lands and Facility completed to date.

EVENTS OF DEFAULT BY THE TENANT

16.1 Any of the following events will constitute an event of default by the Tenant where the City has the right to immediately terminate this Lease by notice to the Tenant:

- a) the Tenant's interest in this Lease is seized, taken in execution, or attached by a creditor of the Tenant if the Tenant has not commenced proceedings within THIRTY (30) DAYS hereof to vacate such seizure, execution or attachment;
- b) if any part of the Facility is seized, taken in execution or attached by a creditor of the Tenant if the Tenant has not commenced proceedings within THIRTY (30) DAYS hereof to vacate such seizure, execution or attachment;
- c) if the Tenant moves, commences, attempts or threatens to move any Improvements or fixtures off the Lands and Facility without the prior written approval of the General Manager (excluding anything associated with repairs, maintenance);
- d) if the Tenant voluntarily winds up its affairs or disbands;
- e) if the Tenant becomes insolvent or bankrupt;
- f) if the Tenant files a proposal or a notice of an intention to file a proposal under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, Chapter B-3, as amended;
- g) if a liquidator or a receiver or a trustee in bankruptcy is appointed for the Tenant if the Tenant has not commenced proceedings within THIRTY (30) DAYS thereof to vacate such appointment; or
- h) if the Tenant's Board of Directors or Executive Committee, because of a dispute, is unable to function or it is unclear who has the authority to represent the Tenant.

16.2 Any of the following events will constitute an event of default by the Tenant where upon notice from the City the Tenant will have THIRTY (30) DAYS to remedy the default. If the default is not remedied or actions taken to remedy the default within THIRTY (30) DAYS or after a reasonable period of time as determined by the General Manager, the City has the right to immediately terminate this Lease by notice to the Tenant:

- a) the Tenant fails to pay the Rent or any other amount due under the provisions of this Lease after a demand has been made;
- b) the Tenant not performing or not observing any provision of this Lease;
- c) the Tenant fails to promptly comply with any directions, rules or regulations of the City within a reasonable time after the Tenant has been informed of them;
- d) the Tenant fails to hold an annual general meeting as set out in their bylaws;
- e) the Tenant fails to maintain good standing under its respective incorporating legislation; and
- f) the Tenant transfers or assigns an interest under this Lease without the written consent of the General Manager.

**EXPIRATION, TERMINATION AND
OVERHOLDING**

- 17.1 When this Lease expires or is terminated the Tenant must completely vacate the Lands and Facility. The Lands and Facility must be left in the same condition that is required under this Lease, except for reasonable wear and tear.
- 17.2 When this Lease expires or is terminated the Facility and any Improvements (if not already owned by the City), shall become the property of the City.
- 17.3 If the Tenant does not vacate the Lands and Facility when this Lease expires then notwithstanding any statutory provisions or legal presumptions to the contrary, there shall be no tacit renewal of this Lease and the Tenant will be deemed to be occupying the Lands and Facility on a month to month lease on an overholding basis upon the same terms, covenants and conditions as in this Lease, which may be terminated at the discretion of the General Manager upon THIRTY (30) DAYS written notice. For further clarity, the Tenant shall remain liable for all costs and expenses under the Lease in relation to their use and occupation of the Lands and Facility during any such month to month occupation under this Section 17.3.

HOW THE CITY MAY EXERCISE ITS RIGHTS

- 18.1 Either the City or the Tenant may exercise a right, remedy or power in any way they consider appropriate. If either party does not exercise a right, remedy or power at any given time, this does not mean that they cannot exercise it later.
- 18.2 The rights, remedies and powers of the City and the Tenant under this Lease are in addition to any other rights, remedies and powers provided by law, independently of it.
- 18.3 Either the City or the Tenant may excuse a violation of this Lease without either party losing any right to insist on and enforce compliance with the Lease in the future.
- 18.4 Any termination of this Lease does not affect any other right or remedy the City may have for amounts due to the City which remain unpaid.
- 18.5 All costs associated with the City exercising a right, remedy or power under this Lease (including expenses, expenditures and solicitor fees and disbursements on a solicitor-and-own-client basis) must be paid by the Tenant to the City upon demand.

NOTICES AND COMMUNICATIONS

- 19.1 Formal notices and communications, including demands and certificates, made in connection with this Lease must be in writing and must be delivered to the following addresses:

a) To the City: The City of Calgary

Calgary, Alberta,

T2G 2M3
Fax: (403) 268-5249
Attention: General Manager
Community Services & Protective Services

b) To the Tenant: _____

Calgary, Alberta
T
Phone:
Fax:
Attention: President

If notices are sent by mail, they are taken to be received on the 10th day after posting. If notices are delivered or sent by fax, they are taken to be received on the business day next after they were delivered or faxed. Either party may change its address for service by notice to the other party.

GENERAL

- 20.1 This Lease is governed by the laws of Alberta.
- 20.2 A term of this Lease, or a right created under it, may not be waived or varied except in writing signed by both the City and the Tenant.
- 20.3 Time shall be of the essence of this Lease.
- 20.4 The City and the Tenant acknowledge that effective on the Commencement Date, this Lease fully replaces and supercedes any offer, agreement, letter, letter of intent or any other contractual arrangement, whether oral or written, between the City and the Tenant in relation to the Lands existing as of the Commencement Date. The parties further acknowledge that this Lease contains the entire agreement between the parties for the Lands and it is agreed that there are no covenants, promises, agreements, condition precedents or subsequent warranties, representations or understandings, whether oral or written, other than as set forth in this Lease.
- 20.5 The attached schedules form part of this Lease.

- 20.6 If a provision of this Lease is found to be invalid or unenforceable the rest of the Lease remains in effect.
- 20.7 The City shall, in a timely manner, notify the Tenant of the nature and content of any proposed changes recommended to Council policies which affect the Tenant or any of the Tenant's obligations under this Lease.
- 20.8 The Tenant may, in regards to any dispute arising between it and the City relating to the interpretation, application or alleged violation of this Lease, follow the non binding Dispute Resolution Process as set out in Schedule "C".
- 20.9 The Tenant acknowledges that the City is entering into this Lease solely in its capacity as a lessor of real property and not as a regulatory, statutory or approving Government Authority and nothing in this Lease shall constitute the granting by the municipality of any approval or permit as may be required pursuant to the *Municipal Government Act* (Alberta) or any other legislation in force in the Province of Alberta. Nothing in this Lease restricts the municipality, its municipal council, its officers, employees or agents in the full exercise of any and all powers and duties vested in them in their respective capacities as a Government Authority.
- 20.10 The Tenant shall not register this Lease or any evidence of its interest in the Lands pursuant to this Lease or otherwise, without the prior written consent of the City, which consent shall not be unreasonably withheld.

-balance of page intentionally left blank-

20.11 The City and the Tenant acknowledge that the headings in this Lease have been inserted for convenience of reference only

The City and the Tenant execute this Lease under seal by the signatures of the properly authorized officers signing below.

APPROVED	
As To Content	
CNS/REC/SPORT	
REC/SPP	
As To Form	
LAW (Solicitor)	

THE CITY OF CALGARY

City Clerk

[NTD: Insert name of Social Rec Group]

President

Officer

SCHEDULE A – LANDS

[NTD: INSERT LEGAL AND MUNICIPAL DESCRIPTION OF LANDS]

DRAFT

SCHEDULE B – MAP OF LANDS

[NTD: INSERT SITE PLAN SHOWING LOCATION AND AREA OF LANDS]

DRAFT

SCHEDULE C – DISPUTE RESOLUTION PROCESS

[NTD: INSERT COUNCIL APPROVED DISPUTE RESOLUTION PROCESS]

DRAFT

BETWEEN:

THE CITY OF CALGARY,

(the "City")

- and -

[NTD: Insert name of social rec group]

(the "Tenant")

**LEASE
FOR *[NTD: Insert name of Social Rec Group]***

PAUL L. TOLLEY, Q.C.
CITY SOLICITOR
The City of Calgary
Law Department
12th Floor, Municipal Building
800 Macleod Trail S.E.
P.O. Box 2100, Station "M"
Calgary, Alberta
T2P 2M5

**Solicitor:
File No.:**