

This Lease made the 16th day of March, 2023.

In Pursuance of the Short Forms of Leases Act and The Commercial Tenancy Act, R.S.O. 1990 c. L7 (formerly The Landlord and Tenant Act)

Between:

The Corporation of the Township of Douro-Dummer,

hereinafter called the "Landlord"

Of The First Part

And

Nik Astrom and John Ellis/Operator (Mammoth BBQ)

hereinafter called the "Tenant"

Of The Second Part

In Consideration of the rents reserved and the covenants and agreements herein on the part of the Tenant, the Landlord leases to the Tenant the premises (the "Premises") in the geographic Township of Douro, situated in the Township of Douro-Dummer, Province of Ontario as more particularly described in Schedule A annexed hereto.

1. Term

To locate a Mobile Canteen at the Premises for the term (the "Term"), of six (6) months to be computed from the 1st day of May, 2023, and fully to be complete on the 31st day of October, 2023.

This Agreement shall annually renew automatically for the ensuing three (3) years of 2024, 2025 and 2026, following October 31, 2023, but any annual renewal shall be subject to a review of the conditions of this Agreement (including the rental fee) and such renewal shall not be effective until it is mutually agreed upon, in writing, by both the Landlord and the Tenant.

2. Rent

The Tenant paying therefor during the term to the Landlord at its offices, 894 South Street, Warsaw, Ontario K0L 3A0 or at the place that the landlord may hereinafter designate, the following rental. The first payment is to be made on the 1st day of May of each year.

Year 2023 Monthly payment is \$300.00 for the canteen to be placed in the parking lot, \$100.00 per month for the Recreation Centre and the full cost of the Recreation Centre Hydro bill minus \$50.00.

The rent shall rise 3% at the beginning of each rental season for 2024-2026.

The monthly rental shall be paid on the 1st day of each and every month throughout the term of the lease. Each and every month throughout the term of the lease, staff will provide the Tenant with a copy of the Hydro bill for payment.

3. Tax adjustment

(1) In this paragraph:

(a) "Tax" means all taxes, rates, duties and assessments whether municipal, provincial, federal or otherwise, charged upon the demised premises or upon the Landlord on account thereof including municipal taxes for local improvements.

4. Recovery of adjustments

The Landlord has the same rights and remedies in the event of default by the Tenant in payment of an amount payable by him pursuant to paragraph 3, as the Landlord has in the case of default in payment of rent.

5. Tenant's covenants

The Tenant covenant with the Landlord:

- (1) Rent -- to pay rent;
- (2) Utility charges -- to pay the Hydro bill for the Recreation Centre minus \$50.00;
- (3) Leasehold Improvements – to pay for all leasehold improvements required to operate a mobile canteen on the Premises (permission for leasehold improvements shall be granted by the Manager of Recreation Facilities)
- (4) Permits -- to pay for all required permits required to operate a mobile canteen on the Premises;
- (5) Cost of repair where Tenant at fault -- that if the Premises become damaged or destroyed through the negligence, carelessness or misuse of the Tenant, or anyone permitted by him to be on the Premises, the expense of any necessary repairs, replacements or alterations shall be paid by the Tenant to the Landlord forthwith on demand;
- (6) Assigning or subletting – not to assign, sublet or part with possession of any part of the Premises without the consent in writing of the Landlord.
- (7) Rules and regulations -- that the Tenant and his employees and all persons visiting or doing business with them on the Premises are bound by and will observe and perform the rules and regulations made from time to time by the Landlord of which notice in writing shall be given to the Tenant and that all such rules and regulations are deemed to be incorporated in and form part of this lease;
- (8) Use of Premises and insurance -- (a) not to use the Premises except for the purposes of a licenced mobile canteen for which a licence has been issued from the Township of Douro-Dummer; (b) not to do, omit, or permit any activity upon the Premises which causes the rate of insurance to be increased; (c) if the rate of insurance is increased by the use made of the Premises or by anything done, omitted or permitted by the Tenant or by anyone permitted by the Tenant to be upon the Premises, the Tenant shall pay to the Landlord the amount of the increase; (d) if any insurance policy is canceled by the insurer because of the use of the Premises by the Tenant or by any assignee or subtenant of the Tenant or by anyone permitted by the Tenant to be upon the Premises the Landlord may at its option determine this lease forthwith by leaving upon the Premises notice in writing of its intention to terminate and thereupon rent and any other payments for which the Tenant is liable under this lease shall be apportioned and paid in full to the date of determination and the Tenant shall immediately deliver up possession of the Premises to the Landlord and the Landlord may re-enter and repossess them;
- (9) Observance of law -- in his use and occupation of the Premises, not to violate any law or ordinance or any order, rule, regulation or requirement of any federal, provincial or municipal government or any department, commission, board or officer thereof;
- (10) Waste and nuisance -- not to do or suffer any waste or damage, disfiguration or injury to the Premises or the fixtures and equipment therein; and not to use or permit the use of any part of the Premises for any dangerous, noxious or offensive trade or business and not to cause or maintain any nuisance on the Premises;
- (11) Entry by Landlord -- to permit the Landlord or its agents to enter upon the Premises at any time and from time to time for the purpose of inspecting and of making repairs, alterations or improvements to the Premises, and the Tenant is not entitled to compensation for any inconvenience, nuisance or discomfort occasioned thereby;
- (12) Indemnity -- to indemnify the Landlord against all claims by any person, firm, or corporation arising from the conduct of work by or through any act of negligence of the Tenant or any assignee, subtenant, agent, contractor, servant, employee or licensee of the Tenant, and against all costs, counsel fees, expenses and liabilities incurred in any claim or action or proceeding brought

- thereon;
- (13) Alterations, etc. -- not to make or erect in or to the Premises any installation, alteration, addition, or partition without submitting plans and specifications to the Landlord and obtaining the Landlord's prior written consent; the work shall if the Landlord so elects be performed by employees of or contractors designated by the Landlord; in the absence of the election, the work may be performed with the Landlord's consent in writing by contractors engaged by the Tenant but in each case only under written contract approved in writing by the Landlord and subject to all conditions which the Landlord may impose; the Tenant shall submit to the Landlord's supervision over construction and promptly pay to the Landlord or the Tenant's contractors, when due the cost of all work and of all materials, labour and services involved therein and of all decoration and all changes in the Premises, its equipment or services, necessitated thereby;
- (14) Signs -- not to paint, display, inscribe or affix any sign, picture, advertisement, notice, lettering or direction on any part of the Premises; save and except for an identification sign or fixture the colour, size, style, character and material of the same shall be as approved by the Manager of Recreation Facilities.
- (15) Name of Building -- not applicable.
- (16) Janitor service - not applicable.
- (17) Sidewalks and Parking Lot – not applicable.
- (18) Liability Insurance -- at its sole cost and expense, take out and maintain in full force and effect, at all times throughout the Term, the following insurance:
- (a) fire and extended perils under a standard extended form of fire insurance policy, in such amounts and on such terms and conditions as would be carried by a prudent owner of a similar project, having regard to the size, age and location of the project on the Lands, and such insurance shall add the Landlord as an additional insured, with coverage in the minimum amount of \$2,000,000.00
- (b) general liability and property damage insurance, including personal liability, contractual liability, tenants' legal liability, non-owned automobile liability and owners' and contractors' protective insurance coverage with respect to the Lands, written on a comprehensive basis with inclusive limits of at least two million dollars (\$2,000,000.00) on an annual aggregate basis with an incident limit of two million dollars (\$2,000,000.00) with the Township as a named insured for each occurrence, or such higher limit as the Landlord, acting reasonably, or any Mortgagee requires from time to time;
- (c) All public liability insurance shall contain a provision for cross liability or severability of interest as between the Landlord and the Tenant. All the foregoing property policies shall contain a waiver of any right of subrogation or recourse by the Tenant's insurers against the Landlord or its contractors, agents and employees, whether or not any loss is caused by the act, omission or negligence of the Landlord, its contractors, agents or employees. The Tenant shall obtain, from the insurers, undertakings to notify the Landlord in writing at least thirty (30) days prior to any cancellation thereof. The Tenant shall furnish to the Landlord, upon written request, certificates of all such policies. The Tenant agrees that if the Tenant fails to take out or to keep in force such insurance or provide a certificate of every policy and evidence of continuation of coverage as herein provided, the Landlord shall have the right to take out such insurance and to pay the premium thereof and, in such event, the Tenant shall pay to the Landlord the amount paid as premium plus fifteen percent (15%), which payment shall be deemed to be Additional Rent payable on the first day of the next month following the said payment by the Landlord.
- (19) Personal Use of Recreation Centre – the Tenant and any of his employees can temporarily use the Recreation Centre for personal use and to monitor the water system during the hours of operation of the Mobile Canteen. Rental groups of the Recreation Centre have priority use of the facility.
- (20) Designated Parking – the Tenant shall provide signage for designated parking spots/area for Mammoth BBQ as approved by the Manager of Recreation Facilities so as to not interfere with the parking of renters of the Recreation Centre.
- (21) Interference with Rental Groups – the Tenant and any of his employees shall not hinder

or interfere with any rental groups of the parking lot, Recreation Centre or Douro Community Centre at the Premises.

6. Landlord's covenants

The Landlord covenants with the Tenant:

- (1) Quiet enjoyment -- for quiet enjoyment;

7. Provisos

Provided always and it is agreed as follows:

- (1) Fixtures. The Tenant may remove his fixtures.
- (2) Damage to property. The Landlord is not liable nor responsible in any way for any loss of or damage or injury to any property belonging to the Tenant or to its employees or to any other person while the property is on the Premises or in the yard unless the loss, damage or injury is caused by the negligence of the Landlord or of its employees, servants or agents and the Landlord is not liable in any event for damage to the property caused by steam, water, rain or snow from any other place or quarter nor for any damage caused by or attributable to the condition or arrangement of any electric or other wiring nor for any damage caused by anything done or omitted by any other Tenant.
- (3) Impossibility of performance. It is agreed that whenever the Landlord is unable to fulfill, or is delayed or restricted in fulfilling any obligation hereunder for the supply or provision of any service or utility or the doing of any work or the making of any repairs because it is unable to obtain the material, goods, equipment, service, utility or labour required to enable it to fulfill the obligation or by reason of any statute, law or order-in-council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administrator, controller or board, or of any government department or officer or other authority, or by reason of not being able to obtain any permission or authority required thereby, or by reason of any other cause beyond its control, the Landlord is relieved from the fulfillment of the obligation and the Tenant is not entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned.
- (4) Default of Tenant. If the rent is not paid when due, whether lawfully demanded or not, or in case of breach or non-observance or non-performance of any of the covenants or agreements or rules or regulations herein contained or referred to on the part of the Tenant to be observed and performed, or in case the Premises are vacated or remain unoccupied or in case the Term is taken in execution or attachment for any cause, then the Landlord is entitled to enter upon the Premises or any part thereof in the name of the whole and to repossess and enjoy the Premises as of its former estate.
- (5) Bankruptcy of Tenant. In the event, without the written consent of the Landlord, the Premises remain vacant or not used for the period of fifteen days or are used by a person other than the Tenant or for any other purpose than that for which they were let or in case the Term or any of the goods and chattels of the Tenant are seized in execution or attachment by a creditor of the Tenant or if the Tenant makes any assignment for the benefit of creditors or any bulk sale or becomes bankrupt or insolvent or takes the benefit of any act for bankrupt or insolvent debtors, then this lease shall at the option of the Landlord cease and the Term shall immediately be forfeited and the current month's rent and the next ensuing three months' rent shall immediately become due and payable and the Landlord may re-enter and take possession of the Premises as though the Tenant or other occupant of the Premises was holding over after the expiration of the Term.
- (6) Distress. The Tenant waives the benefit of any present or future statute taking away or limiting the Landlord's right of distress, and agrees that none of the goods and chattels of the Tenant on the Premises at any time during the Term is exempt from levy by distress for rent in arrears.

- (7) Right of re-entry. On the Landlord's becoming entitled to re-enter the Premises under any of the provisions of this lease, the Landlord, in addition to all other rights, may do so as the agent of the Tenant, using force if necessary, without being liable for prosecution therefor, and may relet the Premises as agent of the Tenant, and receive the rent therefor, and as agent of the Tenant may take possession of furniture or other property on the Premises and sell it at public or private sale without notice and apply the proceeds of sale and rent derived from reletting the Premises upon account of the rent under this lease, and the Tenant is liable to the Landlord for any deficiency.
- (8) Right of termination. On the Landlord's becoming entitled to re-enter the Premises under any of the provisions of this lease, the Landlord, in addition to all other rights, has the right to terminate this lease forthwith by leaving upon the Premises notice in writing of its intention, and thereupon rent and any other payments for which the Tenant is liable under this lease shall be computed, apportioned and paid in full to the date of such determination, and the Tenant shall immediately deliver up possession of the Premises to the Landlord, and the Landlord may re-enter and repossess the Premises.
- (9) Non-waiver. Any condoning, excusing or overlooking by the Landlord of any default, breach or non-observance by the Tenant of any covenant, proviso or condition herein contained does not operate as a waiver of the Landlord's rights hereunder in respect of subsequent defaults, breaches or non-observances and does not defeat or affect in any way the rights of the Landlord herein in respect of any subsequent defaults or breaches.
- (10) Overholding. If the Tenant continues to occupy the Premises after the expiration of this lease with or without the consent of the Landlord, and without any further written agreement, the Tenant shall be a monthly tenant at the rent and on the terms and conditions herein set out except as to length of tenancy.
- (11) Notice. Any notice required by this lease is deemed sufficiently given if contained in writing enclosed in a sealed envelope addressed, in the case of notice to the Landlord, to it at The Corporation of the Township of Douro-Dummer, 894 South Street, P.O. Box 92, Warsaw, Ontario K0L 3A0 and in the case of notice to the Tenant, at Mammoth BBQ, 309 Cottonwood Drive, Peterborough, ON K9J 6N5, attention: Nik Astrom and John Ellis, and deposited in one of Her Majesty's post offices in registered and postage prepaid. The date of receipt of the notice shall be deemed to be on the 5th day after mailing thereof. Provided that either party may, by notice to the other, designate another address in Canada to which notices mailed or delivered more than ten days thereafter shall be addressed.
- (12) HST shall be in addition to the rental set out herein.
- (13) Mobile Canteen Licence. Prior to taking locating at the Premises, the Tenant covenants and agrees, at its expense, to obtain a Mobile Canteen Licence from the Township of Douro-Dummer. Any conditions imposed upon the Licence by the Township of Douro-Dummer shall be implemented at the sole and only cost of the Tenant.
- (14) Early Cancellation of Lease. It is understood and agreed that either the Landlord or the Tenant may cancel the within lease upon providing two (2) months' written notice to the other as set out in Paragraph 7(11) of the within lease. It is agreed that the lease shall come to an end two (2) months after delivery of the aforesaid notice.
- (15) Notice of Work at Premises. It is understood and agreed that the Landlord will provide two (2) weeks' notice to the Tenant should any work/maintenance/repair be commencing at the Premises that may interfere with the rental of the Premises.

8. Headings

The headings in this lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this lease nor of any provisions hereof.

9. Effect of Lease

This lease and everything herein contained shall extend to and bind and may be taken advantage of by the heirs, executors, administrators, successors and assigns, of each of the parties hereto, subject to the granting of consent by the Landlord to any assignment or sublease, and where there is more than one Tenant or there is a female party or a corporation, the provisions hereof shall be read with all grammatical changes thereby rendered necessary and all covenants are deemed joint and several.

WITNESS the respective corporate seals of the respective corporate parties hereto, duly affixed under the hands of their respective signing officers, duly authorized in that behalf.

Dated at _____ this _____ day of _____, 2023.

Signed, Sealed and Delivered

in the presence of,

Mammoth BBQ

Per: _____
Nik Astrom

Per: _____
John Ellis

Dated at _____ this _____ day of _____, 2023.

The Corporation of the Township of Douro-Dummer

Per: _____
Mayor, Heather Watson

Per: _____
Acting Clerk, Martina Chait-Hartwig

We have authority to bind the corporation.

Schedule A

Legal Description of Property:

W Part of Lot 6, Concession 6, geographic Township of Douro, now in the Township of Douro-Dummer, County of Peterborough, Province of Ontario designated as Part 1 on Plan 45R-3174.

Location of Mobile Canteen:

South-East side of the Recreation Centre – exact location to be approved by the Manager of Recreation Facilities.