

# THE CORPORATION OF THE MUNICIPALITY OF ST.-CHARLES

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**2<sup>nd</sup> Floor School Lease, 22 Ste. Anne Street, St.-Charles, ON  
Room 210**



**THIS LEASE** made as of the            day of February, 2025.

**PURSUANT OF THE *SHORT FORMS OF LEASES ACT*, R.S.O 1990, CHAPTER S.11**

**BETWEEN:**

**THE CORPORATION OF THE MUNICIPALITY OF ST.-CHARLES**  
2 King Street East, St.-Charles, Ontario, P0M 2W0

Herein referred to as the “Landlord”  
OF THE FIRST PART,

- and –

**Darlene Tindall**  
2-G Marsim Court, St.-Charles, Ontario, P0M 2W0

Herein referred to as the “Tenant”  
OF THE SECOND PART

**WHEREAS**

The Landlord has entered in a Lease Agreement with the Le Conseil Scolaire Catholique du Nouvel-Ontario for the property known as the Second Floor of the St-Charles Borromée, 22 Ste. Anne Street, St.-Charles.

**AND WHEREAS**

The Tenant wishes to sub-lease a portion of the property known as Room 210 for the purposes of operating a yoga and wellness studio.

**AND WHEREAS**

The Parties wish to set out the terms and provisions of the tenancy of Rooms 210.

## NOW THEREFORE WITNESSETH:

### 1. Grant of Lease

- (a) In consideration of the rents reserved and the covenants and agreements herein contained on the part of the Tenant, the Landlord hereby sub-leases to the Tenant, Rooms 210 (hereinafter "Units") as hereinafter described in the building on the lands known municipally as Second Floor of the St-Charles Borromée, 22 Ste. Anne Street, in the Town of St.-Charles (herein referred to as the "Premises").

### 2. Description of Premises

- (a) The Premises consist of an equivalent value of eleven (11) rentable units of which the Tenant occupies an equivalent value of one (1) unit (hereinafter referred to as "Rentable Rooms") of the Premises. A layout of the Premises is included as **Schedule A**.
- (c) The use in common with all other persons entitled thereto, of the entrance doors, entrance hall, elevator, staircases and corridors in the Premises for the purpose of ingress to and egress from the Premises during normal working hours on each business day, by the Tenant, its directors, officers, employees, clients, agents, workmen and all persons lawfully requiring communication with the Tenant; and,
- (d) The use in common with all other persons entitled thereto, of the washrooms on the second floor and of the vehicle parking areas on the Premises adjacent to the building during normal working hours on each business day, by the Tenant, its directors, officers, employees, clients, agents, workmen and all persons lawfully requiring communication with the Tenant.

- 3. The exterior walls of the building are expressly excluded from the Premises.

### 4. Use

- (a) The Premises shall be used only for the operation of a Yoga and Wellness classes and to conduct related services.

- (b) The Yoga and wellness classes shall generally operate Monday to Sunday from 10:00 a.m. to 9:30 p.m.

## **5. Term of Lease**

- (a) This Lease Agreement shall automatically renew on a month-to-month basis at the end of each lease term, unless either party provides written notice of termination at least fifteen (15) days prior to the end of the current lease term. All terms and conditions of this Lease Agreement shall remain in full force and effect during each renewal period, except as may be otherwise agreed in writing by the parties.

- (b) The lease shall commence on 5<sup>th</sup> day of February 2025.

- (e) **Fixturing Period**

The Tenant shall have access to the rentable area for leasehold improvements in advance of the lease period, based on the time period negotiated with the Landlord.

## **6. Rent:**

- (a) Commencing February 5<sup>th</sup>, 2025, the Rent shall be payable to the Landlord in advance in equal monthly installments of \$332.03 + HST on the 1<sup>st</sup> day of each month at such place or places as the Landlord may hereafter designate by notice to the Tenant. The first month's rent will be prorated to the first day of occupancy.

- (b) A refundable security deposit of \$75 is required prior to start of lease, if room is returned clean and no damage, deposit is returned.

- (c) It is the intent of the Parties that this Lease shall be a gross Lease and not a net Lease and the Tenant shall be responsible for payment only of the Rent as aforesaid.

- (d) Any leasehold improvements must be approved by the Landlord. The Landlord may also be required to obtain the approval of Le Conseil Scolaire Catholique du Nouvel-Ontario prior to granting approval to the Tenant.

## 7. Tenant's Covenants

The Tenant covenants with the Landlord:

- (a) To pay Rent as herein provided.
- (b) To maintain the Premises in good order and condition and to make repairs in keeping with the age and character of the building with due diligence, except for reasonable wear and tear and damage by fire, lightning and tempest and except for repairs to the plumbing, sewage, water, electrical, mechanical, heating and air conditioning systems and except for repairs specifically designated as the responsibility of the Landlord; and notwithstanding the foregoing, the Tenant shall repair all broken glass in the Premises caused by internal forces.
- (c) To permit the Landlord or its agent at all reasonable times during the said Term to enter the Premises to examine the condition thereof; and should the Landlord find that any repairs that are the responsibility of the Tenant as hereinbefore provided are necessary, the Landlord shall give written notice to the Tenant, specifying the repairs required to be done, and the Tenant shall with reasonable promptitude after such notice, make such repairs in the manner hereinbefore provided.
- (d) Upon expiry and / or termination of the Lease, the Tenant shall be responsible to restore the Premises to their original condition, at the discretion of the Landlord.
- (e) Should the Tenant, refuse or neglect to make the repairs as aforesaid the Landlord may cause such repairs to be affected and the Tenant shall be liable to pay the cost thereof to the Landlord upon demand. If the Tenant shall default in any payment or expenditure other than Rent required to be paid by the Tenant under the terms hereof, the Landlord may at its option make such payment or expenditure, and in such event the amount shall be payable by the Tenant to the Landlord on the next accruing rent day, together with interest at the rate of 6% per annum from the date of such payment or expenditure by the Landlord and on default the Landlord shall have the same remedies as on default of payment of rent.
- (f) To abide by and comply with all lawful statutes, By-Laws, rules and regulations of every parliamentary, municipal or other authority which in any

manner relate to or affect the Premises by reason of the tenancy of the Tenant; and to put the Premises in such state of repair as to comply with the said statutes, By-Laws, rules and regulations and to indemnify and save harmless the Landlord from any penalty, costs, charges or damages to which the said Landlord may be put or suffer by reason of having to alter the Premises to conform with any such statute, By-Laws, rules or regulations by reason of the tenancy of the Tenant.

- (g) To obtain, and to pay the premium for, liability insurance covering the Landlord and the Tenant in respect of the Premises and the Tenant's operations therein to the extent of not less than \$2 Million Dollars (or such greater amount as the Tenant's insurance agent may recommend) inclusive of all injuries or death to persons and damage to property of others arising from any one occurrence. A copy of the Certificate of Insurance shall be provided by the Tenant to the Landlord no later than January 31<sup>st</sup> annually.
- (h) Save as hereinbefore provided, not to erect signs including window displays and other advertising visible from the exterior of the Premises without approval of the Landlord acting reasonably.
- (i) Not to assign or sublet the whole or any portion of the Premises in whole or in part without the consent of the Landlord in writing firsthand and obtained, which consent may not be unreasonably withheld.
- (j) To yield up the Premises at the end of the Term in good order and condition as hereinbefore provided.
- (k) To only use the Premises to operate a Yoga and Wellness Studio.

## **8. Proviso**

- (a) **Proviso for Re-entry**  
The Landlord may re-enter the Premises for non-payment of Rent and / or non-performance of covenants.
- (b) **Re-entry by Landlord**  
If the Landlord shall re-enter, or this Lease shall be terminated, Rent shall immediately become due and paid up to the time of such re-entry or termination. The Landlord may re-let the Premises or any part thereof either in the name of the Tenant or otherwise for such term as the Landlord may

determine. The Landlord may, at its option, in addition to any other remedy, require the Tenant to pay to the Landlord as reasonable damages for the failure of the Tenant to observe and perform the conditions and covenants in this Lease contained, monthly, on the first day of each month following such re-entry or termination, until the expiration of the Term, the average monthly rental paid hereunder immediately preceding the re-entry or termination, less the amount collected by the Landlord in re-letting the Premises.

## **9. Alterations to the Premises**

- (a) Provided the written consent of the Landlord and Le Conseil Scolaire Catholique du Nouvel-Ontario has been first obtained, the Tenant shall have the right to make, at its own expense, such alterations in, or additions and improvements to, the Premises as it may require; provided that no such alterations, addition or improvement shall reduce the value or character of the Premises or weaken its structural safety or be detrimental to its use and any such alteration, addition or improvement so made (excluding Tenant's fixtures) at the expiry or termination of this Lease shall become and remain the property of the Landlord.
- (b) Upon expiry and / or termination of the Lease, the Tenant shall be responsible to restore the Premises to their original condition, at the discretion of the Landlord.

## **10. Removal of Fixtures**

- (a) At the expiration of the Term hereby granted, provided the Tenant shall not be in default hereunder, the Tenant may remove from the Premises all of its chattels and fixtures and shall make good any damages which the Tenant may occasion to the Premises thereby; and all alterations in, additions and improvements to, and fixtures (except fixtures in the nature of trade or tenant's fixtures) upon, the Premises which are in any manner attached to the floors, walls or ceilings and all floor coverings, shall remain upon the Premises and become the property of the Landlord at the expiry or termination of this Lease. All Leasehold Improvements to the Premises are the property of the Landlord and shall remain upon the Premises at the expiry or termination of this Lease.

## 11. Landlord's Covenants

The Landlord covenants with the Tenant:

- (a) To permit the Tenant, its directors, officers, employees, servants, agents, customers, invitees, and clients to access the Premises as hereinbefore provided;
- (b) To provide and maintain at the Landlord's expense the washrooms on the second floor and vehicle parking spaces on the land adjacent to the building for the use by the Tenant, its directors, officers, employees, clients, agents, workmen and all other persons lawfully requiring communication with the Tenant, as hereinbefore provided;
- (c) To maintain, at the Landlord's expense, the vehicle parking spaces and the vehicle parking areas in good repair, including the snow removal therefrom;
- (d) To install and maintain, at the Landlord's expense, all fire extinguishers and other fire protection and warning apparatus as may be required by law from time to time;
- (e) To keep in good repair and condition the building, its foundations, outer walls, roof and all the common areas therein, and the plumbing, sewage, water, electrical, mechanical, heating and air conditioning systems therein excepting only the maintenance and repairs to the Premises required by the Tenant's covenant to repair. The Landlord shall repair all broken glass caused by outside forces;
- (f) To pay municipal realty taxes and local improvement charges levied against the land and building, including the Premises, if applicable;
- (g) To provide reasonable refuse and garbage removal services to the Tenant;
- (h) To provide electricity, water, heating, and air-conditioning to the Premises and to provide heat and cooling to the Premises as the Tenant shall require, acting reasonably.
- (i) To provide janitorial services to the shared portion of the Premises. Janitorial services for the rest of the Premises will be the responsibility of the Tenant.



(j) To provide conditional access to the shared “Lunch Room 221” as follows:

The following conditions are to ensure the shared lunchroom remains a pleasant and functional space for all tenants:

- **Cleanliness:** All users must clean up after themselves, including wiping down surfaces, washing dishes, and disposing of trash properly.
- **Scheduling:** If necessary, establish a schedule to ensure all tenants have fair access to the lunchroom without overcrowding.
- **Labeling:** Encourage tenants to label their food and beverages to avoid mix-ups and ensure that everyone respects each other's belongings.
- **Shared Supplies:** Agree on the use of shared supplies such as utensils, condiments, and appliances, and set guidelines for their maintenance and replenishment, if applicable.
- **Noise Level:** Maintain a reasonable noise level to ensure the lunchroom remains a relaxing space for everyone.
- **Hygiene:** Promote good hygiene practices, such as handwashing before and after eating, to maintain a healthy environment.
- **Storage:** Set rules for the use of shared storage areas like the fridge and cabinets, including a system for regularly discarding expired items. Please note that no appliances are supplied, the refrigerator, microwave and others are the property of various tenant. You shall not utilise any items for which permission as not been received.
- **If the above conditions are not meant, tenants may lose privilege to this common area.** Municipal staff will periodically inspect the lunchroom to ensure compliance.

## 12. Statutory Clauses

AND IT IS HEREBY DISTINCTLY UNDERSTOOD AND AGREED BY AND BETWEEN THE LANDLORD AND THE TENANT THAT:

- (a) The Tenant waives and renounces the benefit of any present or future statute taking away or limiting the Landlord's right of distress and agrees with the Landlord that notwithstanding any such enactment, all goods and chattels from time to time on the demised premises shall be subject to distress for rent.

- (b) In case, without the written consent of the Landlord, the said Premises shall become and remain vacant or not used for a period of ninety (90) days or be used by any person other than the Tenant or for any other purpose than that for which the same are hereby demised, or in case the term hereby granted or any of the goods and chattels of the Tenant shall at any time be seized or taken in execution or attachment by any creditor of the Tenant or the Tenant shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent, shall take the benefit of any act that may be in force for bankrupt or insolvent debtors, or (if the Tenant is a corporation) any proceedings shall be taken or orders shall be made for the winding up of the Tenant or for the surrender or forfeiture of the charter of the Tenant, then and in every such case the then current month's rent and the next ensuing three (3) months Rent shall immediately become due and payable, and, at the option of the Landlord, this Lease shall cease and determine and the said term shall immediately become forfeited and void, in which event the Landlord may re-enter into and upon the said premises or any part thereof in the name of the whole and the same to have again, repossess and enjoy as of their former estate, anything herein contained to the contrary notwithstanding.

### **13. Damage by Fire:**

If, during the Term hereby demised, the Premises shall be destroyed or damaged by fire or the elements or by causes for which the Tenant is not responsible to repair as hereinbefore set out, the following provisions shall have effect:

- (a) If the Premises shall be so badly injured as to be unfit for occupancy and to be incapable, with reasonable diligence of being repaired and rendered fit for occupation within one-hundred and twenty (120) days from the happening of such injury, then the Term hereby granted, at the option of the Tenant, shall cease and be at an end to all intents and purposes from the date of such damage or destruction and the Tenant shall immediately surrender the same and yield up possession of the Premises to the Landlord and the Rent hereunder shall be apportioned and paid to the date of such termination.
- (b) If the Premises shall be capable, with reasonable diligence, of being repaired and rendered fit for occupation within one-hundred and twenty (120) days from the happening of such injury as aforesaid, but if the damage

is such to render the Premises wholly unfit for occupation, then the Rent hereby reserved shall not run or accrue after such injury or while the process of repair is going on, and the Landlord shall repair same with all reasonable speed, and the Rent shall recommence immediately after such repairs shall be completed and the Premises rendered fit for occupation.

- (c) If the Premises can be repaired within one-hundred and twenty (120) days as aforesaid, and if the damage is such that the said Premises are capable of being partially used, then until such repairs shall have been made to the extent of enabling the use of the damaged portion of the Premises, the Rent shall abate in the proportion that the part of the Premises rendered unfit for occupation bears to the whole of the Premises, and the amount of the abatement shall, in the event of the Parties not being able to agree thereon, be determined by arbitration pursuant to the Ontario *Arbitration Act*.

#### **14. Loss Due to Injury**

The Landlord shall not be responsible in any way for any injury to any person or for any loss of or damage to any property belonging to the Tenant, or to employees, invitees or licensees of the Tenant while such person or property is in the Premises, including (without limiting the foregoing) any damage to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the Building or any adjacent or neighboring Landlord's Lands or premises or from the water, steam or drainage pipes or plumbing work of the same or from any other place, quarter or for any damage caused by anything done or omitted to be done by any other Tenant of the Landlord's Lands or Building. The Tenant covenants to indemnify the Landlord of and from all loss, costs, claims, or demands in respect of any injuries or damage referred to in this paragraph for which the Tenant is in law responsible.

#### **15. Performance by Landlord of Tenant's Covenants**

If the Tenant shall fail to perform any of the covenants or obligations of the Tenant under or in respect of this Lease, the Landlord may from time to time, in its discretion, perform or cause to be performed any of such covenants or obligations, or any part thereof as the Landlord may consider requisite or necessary. The Tenant covenants that all expenses incurred, and expenditures made by or on behalf of the Tenant together with interest thereon at the rate of six percent (6.0%) per annum, shall be forthwith paid by them to the Landlord, upon receiving written demand, and failing payment, forthwith upon such demand, such amounts may be collected as Rent in arrears.

## **16. Postponement to Mortgage**

This Lease and the Tenant's rights hereunder are, and will at all times be, subordinate to all mortgages, trust deeds or the charge or lien resulting from, or any instruments of, any financing, refinancing or collateral financing (collectively, a "Mortgage") or any renewals or extensions thereof from time to time in existence against the Leased Premises or any part thereof. Upon request, the Tenant will subordinate this Lease in such form as the Landlord requires to any Mortgage and, if requested, the Tenant will attorn to the holder of the Mortgage (a "Mortgagee").

## **17. Arbitration**

If any differences shall arise between the Parties hereto concerning the interpretation of any of the clauses hereof, such differences shall be referred to arbitration pursuant to the provisions of the *Arbitration Act* of Ontario and the laws of the Province of Ontario.

## **18. Language**

Words importing the singular number only shall include the plural and vice versa, and words importing the masculine gender shall include the feminine gender and words importing persons shall include firms and corporations and vice versa.

## **19. Successors**

Unless the context otherwise requires, the word "Landlord" and the word "Tenant" whenever used herein shall be construed to include and shall mean the successors and assigns of the Landlord and the heirs, executors, administrators, successors and assigns of the Tenant.

## **20. Notices**

Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email

address, respectively, in which case, the signature(s) of the Party (Parties) shall be deemed to be original.

**21. Schedules**

The Schedules attached hereto shall form an integral part of this Agreement to Lease and consist of:

Schedule "A" – Floorplan - 22 Ste. Anne Street, 2<sup>nd</sup> Floor

Schedule "B" – Rent Schedule

**Landlord Contact Information:**

***The Corporation of the Municipality of St.-Charles***

2 King Street East

P.O. Box 70

St.-Charles, ON P0M 2W0

Telephone: 1-705-867-2032

Fax: 1-705-867-5789

**Tenant Contact Information:**

***Darlene Tindall***

2-G Marsim Court

St.-Charles, ON P0M 2W0

Telephone: 705-919-9649

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**IN WITNESS WHEREOF** the Landlord and Tenant have hereunto affixed their hands and seals.

**SIGNED, SEALED AND DELIVERED**  
**In the presence of**

Date: February 14, 2025

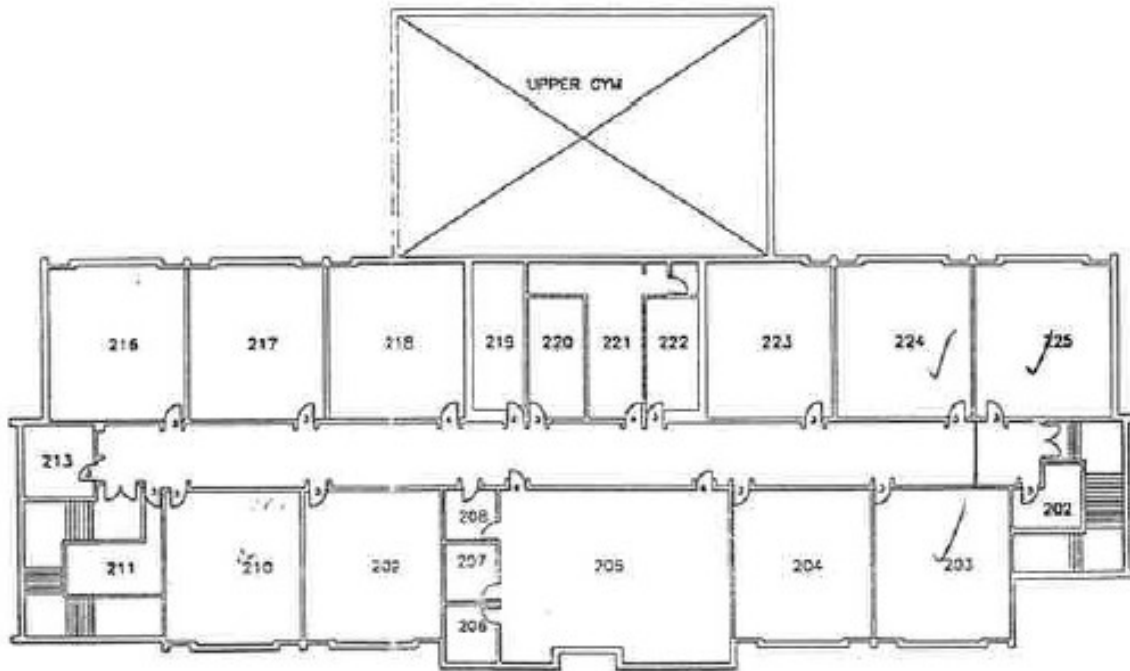
**Darlene Tindall**  
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) Per: Darlene Tindall  
) *I have authority to bind the corporation*

**THE CORPORATION OF THE MUNICIPALITY OF ST.-CHARLES**  
)  
)  
Date: February , 2025 )  
) Per: Paul Branconnier Mayor  
) *I have authority to bind the corporation*

Date: March , 2023 )  
)  
) Per: Tammy Godden, Clerk  
) *I have authority to bind the corporation*

# Schedule "A"

## Floor Plan Second Floor 22 Ste Anne, St Charles



SECOND FLOOR

## Schedule "B"

### Rent schedule

Monthly rent for year 2025

$$\$332.02 + \$43.16 \text{ HST} = \$375.19$$