



## TENNIS COMPLEX LEASE AGREEMENT

THIS AGREEMENT MADE THIS 12 DAY OF JULY, 2018

### BETWEEN:

**CITY OF MERRITT**  
P.O. Box 189  
Merritt, B.C., V1K 1B8

(hereinafter referred to as the "CITY")

### AND:

**MERRITT AND DISTRICT TENNIS CLUB**  
c/o 1875 Juniper Drive  
Merritt, B.C., V1K 1J4

(hereinafter referred to as the "LESSEE")

**NOW THEREFORE**, In consideration of the rents, covenants, conditions and agreements herein contained, the CITY and LESSEE covenant and agree each with the other as follows:

### 1. DEFINITIONS:

"**COMPLEX**" means the CITY is the owner of the COMPLEX which is located on a portion of Lot 2 of said PROPERTY, as set out in Schedule "A".

"**MEMBER**" means any person paying the applicable membership fees set by the LESSEE, and includes guests accompanying a MEMBER.

"**NON-MEMBER**" means any person who is not a MEMBER and who is not a guest accompanying a MEMBER.

"**PROPERTY**" means Lot 2, Plan 29664, District Lot 174, Kamloops Division, PID #004-201-728.

### 2. APPLICABLE LAW:

This lease shall be interpreted in accordance with the laws of British Columbia. Any reference to a statute shall include a reference to any statute which amends or replaces that statute.

**WHEREAS** the parties have agreed that the LESSEE will provide certain services in the operation of the COMPLEX;

**3. DEMISE:**

The CITY does hereby demise the lease of the PROPERTY to the LESSEE.

**4. TERM AND COMMENCEMENT:**

To have and to hold the COMPLEX for a **TERM OF THREE (3) YEARS** commencing July 1, 2018 and expiring on July 1, 2021.

**5. RENT:**

That the LESSEE shall pay to the CITY the sum of One Dollar (\$1.00) per year plus applicable taxes to lease the COMPLEX.

**6. USE OF PROPERTY/COMPLEX:**

- A. That the COMPLEX shall be used for the purposes of playing tennis by the LESSEE, and all MEMBERS and NON-MEMBERS .
- B. To provide public access to the COMPLEX except for limited exclusive use during tournaments only.
- C. That the LESSEE is prohibited from subletting the COMPLEX without prior consent of the CITY.

**7. MAINTENANCE:**

- A. That the LESSEE shall be solely responsible for maintaining a regular maintenance schedule for the COMPLEX.
- B. To obtain prior approval from the CITY before further developing the COMPLEX.
- C. To report all damages or accidents to the CITY on a timely basis.
- D. To make all repairs requested by the CITY on the understanding that, should major repairs resulting from causes other than the negligence of the LESSEE, its servants, agents or invitees become necessary, the LESSEE may negotiate with the CITY as to the payment of same.

**8. INSURANCE:**

- A. The LESSEE shall maintain at its sole cost comprehensive general liability and property damage insurance naming the CITY as an additionally named insured in the amount of not less than Five Million Dollars (\$5,000,000.00) against claims for personal injury, death and property damage arising out of the use or occupation of the Lands.
- B. That it shall be the sole responsibility of the LESSEE to determine what additional insurance coverage is necessary and advisable for its own protection and/or to fulfil its obligations under this Agreement.
- C. Any such additional insurance shall be maintained and provided at the sole expense of the LESSEE.
- D. The LESSEE shall be solely responsible for the payment of any deductibles related to loss, damage to the COMPLEX, or any injury to persons participating at the COMPLEX, if such loss, damage or injury was caused by the negligence or actions of the LESSEE or the LESSEE's participants.

**9. INDEMNIFICATION:**

- A. To Indemnify and save harmless the CITY from and against any and all actions or causes of action, claims, demands, damages, loss, cost or expense which it may sustain, incur or be put to, arising out of or otherwise attributable either directly or indirectly to the use or occupation.
- B. To comply with all laws, rules and regulations of every Government Authority.

**10. FEES:**

The LESSEE may set rates for MEMBERS at its discretion, and may charge NON-MEMBERS a fee of up to \$10 for the use of COMPLEX, in addition to a \$10 refundable deposit which shall be refunded upon the return of the key. [REDACTED]

**11. EVENTS OF DEFAULT:**

- A. The following will be events of default under this Agreement:
  - 1) If the LESSEE is unable to supply the requested insurance or unable to reimburse the CITY for insurance purchased on the LESSEE's behalf;
  - 2) If the LESSEE sublets the PROPERTY AND OR COMPLEX without the CITY's prior written approval.
  - 3) If the LESSEE mortgages, pledges or assigns this Agreement without the CITY's prior written approval.
- B. The CITY shall have the right to re-enter in the event of non-payment of rent, whether lawfully demanded or not, or the non-performance of, or breach of, or default in any of the covenants.

**12. NOTICES:**

Any notice, request or demand provided for in this Agreement shall be in writing and sufficiently given if served personally upon the party for whom such notice was intended, or, if mailed by double registered mail to the following address:

To the CITY:           The CITY of Merritt  
                                  Box 189  
                                  Merritt, BC, V1K 1B8

To the LESSEE:       MERRITT AND DISTRICT TENNIS CLUB  


**13. OTHER TERMS AND CONDITIONS:**

- A. The LESSEE shall, at all times during the term and any renewal term, abide by and comply with all laws, statutes, by-laws, ordinances and regulations of every Government Authority having jurisdiction over the PROPERTY and or COMPLEX.
- B. The LESSEE shall provide the CITY with a copy of its Financial Statement by March 31st annually.

**14. TERMINATION:**

Either party wishing to terminate this Agreement may do so upon ninety (90) days written notice to the other party.

**15. ENTIRE AGREEMENT:**

There are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Agreement save as expressly set out herein and that this Agreement constitutes the entire Agreement between the CITY and the LESSEE and may not be modified except by subsequent Agreement in writing executed by the CITY and the LESSEE.

**16. STRIKE OR LOCKOUT:**

The LESSEE agrees that in the event of any strike or lockout, the CITY will not be held responsible or liable for providing the PROPERTY and or COMPLEX.

**17. PROPERTY TAXES:**

The LESSEE is responsible for all property taxes that may be applicable.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS AND/OR SEALS:

THE CORPORATE SEAL OF THE  
CITY OF MERRITT WAS HEREUNTO  
AFFIXED IN THE PRESENCE OF:

THE CITY OF MERRITT:

  
\_\_\_\_\_  
Neil Menard, Mayor

  
\_\_\_\_\_  
Sean Smith, Director of Corporate Services

MERRITT AND DISTRICT TENNIS CLUB:

HARBAN S. SANDHU PRESIDENT  
Name and Position

  
\_\_\_\_\_  
Signature

DIANE QUINN, SECRETARY  
Name and Position

  
\_\_\_\_\_  
Signature