

Merritt Pickleball Club Lease Agreement

This Agreement made this 01st Day of November 2023.

Between:

The Merritt Pickleball Club
(the "Lessee")

AND

The City of Merritt
(the "City")

(Collectively, the "Parties")

For the consideration of the promises and rent contained in this Agreement, the Parties agree as follows:

1. Definitions

- a. **"Property"** means that portion of the property which is legally described as the Remainder of Lot B, Plan 26552 KDYD, as outlined in black on the attached Appendix "A".

2. Choice of Law

- a. This document shall be exclusively governed by the Law of British Columbia, and that any dispute will be submitted to and heard by a Court of British Columbia, and no other court.

3. Term

- a. This Agreement shall start on November 01st, 2023, and run for three years, to October 31st, 2026.

4. Renewal

- a. If by December 31st in the year prior to expiry, the Lessee request in writing an extension of the Lease, and the Lessee has not defaulted on any term in section 10 (Default), the City would consider extending the Lease for an additional three-year term.

5. Rent

- a. The Lessee shall pay the City \$1 per year for use of the Property, the receipt of which is hereby acknowledged.

6. Use

- a. The Property shall be used for the purposes of Pickleball and Lawn Bowling by the public as the Lessee permits.
- b. In discussion with the City, the Lessee will make available (via advertising) the agreed upon days and times of when the outdoor courts will be open to the public.
- c. The Lessee will ensure public access to the courts for a minimum of 16 hours per week from May 01st to October 31st each year. (Weather permitting)
- d. The City agrees that City staff could be used to unlock and lock the outdoor courts during allocated public use times.
- e. The Lessee may post "closed" signage if works or maintenance is being completed that does not allow for public access.
- f. The Lessee shall grant storage of the lawn bowling equipment inside the storage room of the building.
- g. The Lessee will not sublet the Property on any basis without the prior written consent of the City as represented by the Director of Facilities and Recreation or their designate.
- h. The Lessee may rent out portions of the property on an hourly or daily basis, so long as such rentals have a written rental agreement which shall be provided to the City before the rental commences. All such agreements must include a clause holding the City harmless from any claims for damage or injury to persons or property. The Lessee shall be solely responsible for any damage to the Property that occurs during such a rental.
- i. The Lessee may not mortgage, pledge or assign this Lease without the prior written authorization of the City.
- j. If the City wishes to use the Property to hold meetings, events, or other activities, the Lessee may not refuse this unless they have a prior rental agreement in place for the requested time. The City will be responsible for any janitorial or maintenance costs directly related to such meetings, events, or activities.

7. Maintenance

- a. The Lessee shall be solely responsible for the regular maintenance of the Property, except for the sprinkler system, shrubs, trees, bowling green, and mowing of all grass areas which shall be maintained by the City.
- b. The Lessee shall not make any improvements to the Property without first obtaining the written consent of the City represented by the Director of Recreation and Facilities or their designate.
- c. Where repairs or maintenance is required other than in sections 6(g) and (i), the Lessee shall be responsible for the first \$250 on each occasion. Should the Lessee become aware of repairs or maintenance of a value over \$250, they shall inform the City promptly, and in all events within two working days.
- d. The Lessee shall perform such maintenance or repairs as are required by the City that are not due to the actions or negligence of the Lessee or the result of a rental they have made, and the distribution of such costs will be negotiated between the City and the Lessee before such works are carried out.
- e. The City's Director of Recreation and Facilities or their designate shall have access to the Property for inspection and maintenance at all times.

8. Insurance

- a. The Lessee shall obtain comprehensive general liability and property damage insurance, which names the City as an additional named insured, in the amount of not less than

\$3,000,000 against claims for personal injury, death, and property damage arising out of use and occupation of the Property.

- b. The Lessee shall be solely responsible for the cost of this insurance and shall provide a copy of it to the City no later than March 31st in each year of the Lease.
- c. The Lessee may obtain additional insurance at their sole expense.
- d. The Lessee shall be solely responsible for the payment of any deductible to be paid due to the usage of insurance to cover a claim, if this claim arose due to the actions or negligence of the Lessee or their clients.

9. Indemnification

- a. During times of club use the Lessee agrees to indemnify and hold 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 as a result in any way of the Lessee's use of the Property.
- b. The Lessee agrees to inform the City within 24 hours of any incident or event which the Lessee reasonably believes may result in actions against the City or Lessee arising out of the Property.
- c. During times that the facility is open to public play, the City agrees to indemnify and hold harmless the Lessee from and against any and all actions or cause of action, claims, demands, damages, loss, cost or expense which it may sustain, incur, or be put out to as a result in any way during the public use of the Property.
- d. The City agrees to inform the Lessee within 24hrs of any incident or event which the City reasonably believes may result in actions against the Lessee or City arising out of the property during public use times.

10. Default

- a. In the event of Default, the Lease shall be immediately terminated, the City shall take possession of the Property without notice, and all terms of the Agreement will become null and void.
- b. The following will be considered events of Default.
 - i. Lessee failing to provide the insurance as required in section 8(b)
 - ii. Lessee subletting the Property without first gaining the City's permission
 - iii. Lessee mortgaging, assigning or pledging this agreement without the prior written consent of the City
 - iv. The Lessee ceasing to operate as an organization and becoming defunct
 - v. The Lessee failing in the opinion of the City's Recreation and Facilities Manager to maintain the Property in a good and proper manner
 - vi. The Lessee utilizing the Property for activities other than the Uses in section 6 without the prior written approval of the City.
- c. The City shall have the right to re-enter and take possession of the Property in the event of non-payment of rent whether lawfully demanded or not, or of breach or non-performance of any of the covenants by the Lessee.

11. Notices

- a. Any notice, request or demand shall be made in writing, and served either in person, by registered mail, or by email to the following contact details:
 - i. City of Merritt: Director of Recreation and Facilities, City Hall, Box 189, 2185

- b. Any notice served in person or by email before 4pm on an ordinary working day shall be deemed received on the same day. Any notice served outside these parameters shall be deemed received at 9am on the next working day. Any notice served by registered mail shall be deemed received at 9am the second working day after it is sent.

12. Other Terms

- a. The Lessee shall at all times during this Lease and any renewal, abide by and comply with all laws, statutes, bylaws and ordinances of every Government and regulatory body having jurisdiction over the Property.

13. Termination

- a. If the City or the Lessee wish to terminate this agreement, they may do so, providing 30 days written notice to the other Party.
- b. At such time the City may enter into new lease talks.

14. Strike/lockout

- a. The Lessee agree that the City will not be liable for any losses, including loss of use of the Property if the Property cannot be made available due to a strike or lockout by City employees.

15. Taxes and Charges

- a. The City is liable for all taxes on land and improvement on the Property.
- b. The City shall pay the water and sewer charges that apply to the Property. All other utility costs shall be paid by the Lessee.

16. Financial statements


- a. The Lessee shall provide to the City their Financial Statements for the preceding year no later than March 31st on each year this Agreement is in force.

In witness thereof, the authorized signatories of the Parties have set their hands and/or seals on this 31st day of October 2023:

The City of Merritt

____ Mike Goetz _____ Name
Mayor
 _____ Signature

____ Linda Brick _____ Name
Director of Corporate Services
 _____ Signature

Merritt Pickleball Club
AYTON MOFFAT Name
Treas.  _____ Signature

Voght St, Merritt, BC, V1K 1B8 | info@merritt.ca ATTN: Director of
Recreation and Facilities

- ii. Merritt Pickleball Club: c/o Ayton Moffat
Address: 2064 Gillis Crescent, Merritt, B.C. V1K1H9.

PICKLEBALL ACCESS ONLY



SUBLEASE AREA INCLUDING ACCESS TO ELECTRICAL PANEL IN STORAGE ROOM 2

