This Lease Agreement (the “Lease”) governs the lease of the property located at , Canada (the “Property”) by (the “Tenant”) from (the “Landlord”). The Lease is for the Lots . The Lease is for a three-year term with an option for [tenant] to renew the Lease for five (5) years.

[tenant] has the first right of refusal to match, within 14 days, an offer to purchase the property and equipment.

Under the terms of the Lease, [tenant] shall have the right to sublease all or part of the Property to another registered non-profit society or related for-profit business without the prior written consent of the Landlord.

This Lease dated for reference is made in duplicate,

BETWEEN

 (the “**Landlord**”)

AND

 (the “**Tenant**”)

The Landlord and the Tenant hereby agree as follows:

1. The Landlord hereby grants the Tenant a lease of the entire premises located at (the “Property”), .
2. The term of the Lease is as follows: three-year term with an option for [tenant] to renew the Lease for five (5) years. The Lease commences on and ends on . If the Tenant continues in occupation of the Property with the consent of the Landlord after expiry of the term of this Lease, the Tenant shall be deemed to be leasing the Property on a month-to-month basis, but otherwise on the same terms as set out in the Lease.
3. The Tenant may use the Property for , and for no other purpose. usage must meet all legal requirements that may apply to its use.
4. Subject to Section 5, the Tenant shall pay the Landlord a “Base Rent” of zero Dollars ($0) per year.
5. The Tenant will (at its own expense) ensure that the use, occupancy and condition of the Property (other than necessary work performed subject to Section 8 for which the Landlord is responsible) complies with all municipal, federal and provincial sanitary, fire and safety laws, by-laws, regulations and requirements, and is maintained at all times in a good and serviceable manner.
6. The following services and expenses are the sole responsibility and expense of the Tenant:
	1. Tenant and public liability insurance
	2. Site irrigation
	3. utilities including electricity and natural gas
	4. pest control
	5. fencing and security
	6. janitorial and cleaning of Property
	7. furniture
	8. snow removal
7. Repairs to the following items are the sole responsibility and expense of the Landlord where required as a result of reasonable wear and tear or where resulting from defects in materials or workmanship:
	1. Water and sewer
	2. Billboard, including signage and structure
	3. Taxes + GST will be paid by the landlord for first two years. To be negotiated upon execution of option.
8. Any services, repairs and expenses relevant to the use by the Tenant of the Property and not mentioned in the Lease are the responsibility and expense of the Tenant.
9. The Landlord and their agents or authorized representatives may enter the Property at any time after giving a minimum of 24-hours notice to the Tenant except in the event that “Emergency Repairs” are required when they may enter the Property to make the repairs without notice. “Emergency Repairs” include:
	1. damaged or blocked water or sewer pipes or plumbing fixtures;
	2. electrical or safety concerns.
10. The Landlord covenants with the Tenant that so long as the Tenant complies with the terms of the Lease, the Tenant may occupy and enjoy the Property without any interruption from the Landlord.
11. The Tenant will provide a set of keys for exterior fence locks to enable the Landlord to enter the Property under Section 9.
12. The Landlord is not liable for any damage to the Tenant’s property or for any injury to any person in or coming to or from the Property, however caused, and the Tenant agrees to indemnify the Landlord against the financial consequences of any such liability. In this regard, the Tenant shall purchase and maintain public liability insurance in the amount of no less than two million dollars ($2,000,000.00) and shall provide proof of this insurance to the Landlord on request.
13. The Landlord may terminate the Lease for any of the following or any other cause permitted by law:
	1. the bankruptcy or insolvency of the Tenant;
	2. a material change in the use of the Property by the Tenant and, in particular (without limiting the generality of this provision), any change that affects the Landlord’s building insurance or that constitutes a nuisance;
	3. substantial damage to or destruction of the Property or expropriation of more than 10% of the Property;
	4. any significant willful or negligent damage to the Property caused by the Tenant or by persons permitted on the Property by the Tenant;
	5. on sale of the Property with three full month’s written notice.
14. On the Landlord becoming entitled to re-enter and to take possession of the Property for any of the grounds for termination set out in the Lease or for any other cause permitted by law, the Landlord, in addition to all other rights, will have the right to enter the Property either by force or otherwise and with an accompanying right to change the door locks for the Property and to re-let the Property and to receive the rent therefore, and to take possession of any furniture or other property on the Property and to sell the same at private or public sale without notice and to apply the proceeds of such sale and any rent derived from re-letting the Property against the account of the Base Rent payable under the Lease, and the Tenant will be liable to the Landlord for the deficiency, if any.
15. The Tenant may sublet all or part of the property to another registered non-profit society or related for-profit business without the prior written consent of the Landlord.
16. The Landlord may assign the Lease as part of the sale or other disposition of the Property and to the extent that the assignee assumes the covenants and obligations of the Landlord, the Landlord shall be released of all liability with respect to such covenants and obligations.
17. The Tenant shall keep the Property in a reasonable state of repair and cleanliness and shall not make improvements or alterations to the Property without the written consent of the Landlord, which consent shall not be unreasonably withheld.
18. At the end of the Lease, the Tenant shall deliver vacant possession to the Landlord of the Property in the same condition as the commencement of the Lease, reasonable wear and tear excepted.
19. Any written notice required or permitted to be given by the Lease is sufficiently given if sent in proper form by ordinary mail to the last known address of the party for whom the notice is intended. Any written notice sent by ordinary mail in accordance with this paragraph is deemed, for the purposes of the Lease, received by the addressee on the seventh day after mailing unless actually received before. Nothing in this paragraph prevents giving written notice in any other manner recognized by law.
20. In the Lease, words importing the singular include the plural, and vice versa, and importing the masculine gender include the feminine, and vice-versa, and importing an individual include a corporation, and vice versa. The Lease binds and benefits the parties and their respective heirs, successors, and permitted assigns.
21. If not in default under the Lease, the Tenant has the right to renew the Lease for a further term of five (5) years, exercisable by giving written notice of renewal to the Landlord at least three (3) months before the expiry of the original fixed term of the Lease.
22. If, after the expiration of the first year of the term of the Lease, the Tenant is of the reasonable opinion that the continued maintenance and operation of the Property is uneconomic, Tenant may terminate the Lease at any time provided that the Tenant provides the Landlord with not less than six (6) calendar month’s notice of such termination.
23. If a dispute arises between the parties relating to the Lease, or arising out of the Lease, the parties agree to use the following procedures as a condition precedent to any party pursuing other available remedies:
	1. either party may notify the other by written notice (the “Notice”) of the existence of a dispute and a desire to resolve the dispute by relationship building, interest based mediation;
	2. a meeting will be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, so to attempt in good faith to negotiate a resolution of the dispute;
	3. if, within fourteen (14) days after such meeting of such further period as is agreeable to the parties, the parties have not succeeded in negotiating a resolution of the dispute, they agree to submit the dispute to mediation and to bear equally the costs of mediation;
	4. the parties will jointly appoint a mutually acceptable interest-based mediator, seeking assistance from the British Columbia International Commercial Arbitration Centre if they have been unable to agree upon such appointment within twenty (20) days following the conclusion of the negotiation period;
	5. the parties agree to participate in good faith in the mediation and negotiations related thereto for a period of thirty (30) days following appointment of a mediator or for such longer period as the parties may agree. If the parties are not successful in resolving the dispute through mediation within thirty (30) days, or if the mediation has not commenced within forty (40) days following the delivery of the Notice, then the parties agree that the dispute will be settled by a single arbitrator in accordance wit the *Commercial Arbitration Act* R.S.B.C. 1996, c. 55 as amended; and
	6. the costs of mediation will be shared equally between the parties. Costs will not include costs incurred by a party for representation by counsel.
24. Time will be of the essence in the Lease.
25. The Lease will be governed by the laws of the Province of .

Signed this day of in ,

IN WITNESS OF THIS AGREEMENT, the Landlord and Tenant execute this agreement as of the day and year first written above.

[LANDLORD]

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Signature)

[TENANT]

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Signature)

 Name

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Signature)

 Name