



File DO-E

LEASE AGREEMENT

The lease made in duplicate on _____

Between:

Portage la Prairie School Division
(Hereinafter called the "Division")

And

(Hereinafter called the "Lessee")

WHEREAS the Division is the owner of all the lands and premises commonly known as:

AND WHEREAS the Lessee is desirous of leasing from the Division that portion of those premises described as: _____ (*indicate the classroom spaces, etc.*) Subject to the times arranged and permitted by the school, and school division for the duration of this lease agreement.

NOW THEREFORE, in consideration of the rents, covenants and agreements herein after reserved and contained on the part of the Lessee to be paid, observed and performed, the parties hereto mutually agree as follows:

1. The Division is leasing to the Lessee the space referred to herein above on a monthly basis commencing on the first day of _____ to _____ but always subject to cancellation by either party in the manner provided in paragraph two hereafter.
2. This lease may be cancelled by either party upon forwarding to the other party, by registered mail, a notice of such termination that shall be effective on the last day of the month following the month in which notice is given.
3. This lease if executed upon the condition that the Lessee will operate the program set out in the application giving rise to this lease and will comply with all applicable statutes, by-laws, ordinances and regulations of any Federal, Provincial or Municipal authority pertaining to the condition, equipment, maintenance and/or use and occupancy of the demised premises by the Lessee, and shall obtain all necessary permits.
4. The Lessee shall not sub-let any of the demised premises except with the prior written consent of the Division.
5. The Lessee shall afford preference to Portage la Prairie School Division residents.
6. The Lessee shall conform to normal building operations and security according to the Division's policy.
7. The Lessee shall be responsible for the daily caretaking of the demised premises to the satisfaction of the Division.
8. The Lessee hereby covenants and agrees with the Division as follows:



File DO-E

- a) To pay rent to the Division during the term of this lease on the first day of each and every month of the second month following notice to the Lessee by registered mail. The monthly rent shall be forwarded to the Portage la Prairie School Division, 535 3rd St. N.W., Portage la Prairie, MB R1N 2C4.
 - b) In addition to the payment aforesaid, to pay all license fees and business tax which may be charged in respect of the use and occupation of the demised premises by the Lessee.
 - c) Prior to undertaking any improvements to the demised premises, to obtain the prior written authorization of the Lessor; **AND IT IS HEREBY UNDERSTOOD AND AGREED** by the Lessee that any such improvements shall be at the sole cost and responsibility of the Lessee and shall remain with and at the demised premises following termination of this Lease Agreement and any subsequent renewals thereof.
9. TO FURTHER SAFEGUARD THE DIVISION, the Lessee shall purchase and keep in force during the full term of this Lease Agreement a Public Liability Policy including, but not limited to, the following provisions:
- a) The Division is to be named as an additional Insured; and
 - b) The policy must provide for minimum limits of \$2,000,000.00 all inclusive; and
 - c) The policy must provide for a deductible of not greater than \$500.00;

AND the Lessee shall file with the Division a certified copy of the Policy and any and all renewals thereof in a form satisfactory to the Division.

IT BEING HEREBY UNDERSTOOD AND AGREED by the Lessee that it shall be solely responsible to place adequate insurance coverage against all of its property to be placed in, on or upon the demised premises during the term of this Lease Agreement and any subsequent renewals thereof.

- 10. The Lessee shall not be responsible for any injury, damage, loss to property, person, or business which shall be sustained by the Division or any person who may be upon the lease premises or in any said building provided such injury, damage or loss is not caused by the negligence of the Division, its servants or agents.
- 11. The Division shall pay all charges and rates covering the cost and all utility services including heat, light, power, water and the like.
- 12. The Division shall not be responsible for any injury, damage, loss to property, person or business which shall be sustained by the Lessee or any person who may be upon the leased premises or in said building provided such injury, damage or loss is not caused by the negligence of the Division, its servants or agents.
- 13. The Division shall be entitled to enter upon the demised premises at all reasonable times for the purpose of making repairs; provided, however, that such repairs shall be effected in such manner as will not unreasonably interfere with the Lessee.
- 14. This agreement shall be binding on the heirs, administrators, successors and assigns of the parties hereto.

In witness whereof the parties hereto have hereunto affixed their respective corporate seals duly attested to by the hands of their proper officers in that behalf on the date and year first above written.

Portage la Prairie School Division _____

Secretary-Treasurer

Authorized Signature