Town of Latchford

THE CORPORATION OF THE TOWN OF LATCHFORD

BY-LAW No.: 2026-034

Being a By-Law to enter into a lease agreement with Sherry Neill and Roger Brazeau for the operation of the Beach House for the 2027 & 2028 season.

Whereas, pursuant to Section 9 of the Municipal Act, 2001, S.O. 2001, c 25, a Council may enter into Agreements;

And further that the Council for the Town of Latchford deems it expedient to enter into a lease agreement with Sherry Neill and Roger Brazeau for the Beach House;

Now therefore, the Council of the Corporation of the Town of Latchford hereby enacts as follows:

1. **That**, authority is hereby granted to the Mayor and Clerk to enter into a lease agreement with Sherry Neill and Roger Brazeau.

2. **And that**, the agreement attached as Schedule A forms part of the by-law.

3. **And that**, any and all actions taken and required to be taken by the Mayor and Clerk on behalf of the Corporation of the Town of Latchford to complete this matter including the execution of the Agreement and any other associated documentation are hereby authorized, confirmed and ratified.

4. **And further that,** this by-law shall come into force and take effect immediately upon the approval of Council.

5. **And finally,** the Clerk for the Corporation of the Town of Latchford is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the By-law, after the passage of this By-law, where such modifications or corrections do not alter the intent of the By-law or its associated schedule.

Read a first, second and third time and finally passed on the 8th day of September, 2026.

_____
Sharon Gadoury-East, Mayor

_____
Malorie Robinson, Clerk

Lease Agreement

This lease agreement made pursuant to the Short Form of Leases Act this _____ day of _____, 2026.

Between:

The Corporation of the Town of Latchford

(herein after called the Landlord)

-AND-

Sherry Neill/Roger Brazeau

(herein after called the Tenant)

Whereas the Tenant hereby offers to lease from the Landlord the premises as described under Section 1 "Premises" of this Agreement.

1. Premises

In consideration of the rents reserved and the covenants and agreements herein contained to be paid, observed and performed by the Tenant, the Landlord hereby leases to the Tenant the Beach House legally described as COLEMAN CON 1 PT LOTS 17 AND 18 PLAN M57NB PT LANE PT LOTS AND STS AND RP 54R3915 PARTS 2 TO 5 RP 54R5189 PART 1 PCLS 818T 6182 6439 7655NND 5171 6083 24712 24713SS, for the term.

This designated space will be mutually agreed upon by the Landlord and Tenant prior to occupancy. In addition, the Tenant may use the public washroom facilities located at the premises, with the understanding that this is a communal space with the General Public having full access to the washroom/shower facilities.

The Tenant understands that it does not have the authority to remove/alter/add to the waterfront in any way. The Tenant understands that the waterfront is a public area on Town of Latchford property.

2. Use

The premises shall only be used for the purpose of operating a chip stand. Any use that is not consistent with these purposes shall make this agreement null and void.

3. Term

The lease term shall be from May 1st, 2027 ending October 31st, 2027 with rent being due on May 1st, June 1st, July 1st, August 1st, September 1st and October 1st, with an option to renew for 2028 and 2029.

A review of the Town's expenses will be conducted at the end of each season to ensure the agreed upon rent covers the Town of Latchford's expenses.

Rent will be billed to the Tenant on the 1st of each month. If the weather does not permit the Tenant to be open during October, rent will be prorated at the Water, Sewer and Hydro rates (prorated amount shall not be less than $250 plus HST)

4. Rent

Subject to the adjustments as hereinafter provided, the rent in respect of the leased premises shall be $500.00 plus HST per month (May, June, July, August, September, October) payable to the Corporation of the Town of Latchford as per Section 3 Term of this lease. If the weather does not permit the Tenant to be open during May and October, rent will be prorated at the Water, Sewer and Hydro rates (prorated shall not be less than $250 plus HST)

5. Renewal

Provided that the Landlord does not require full use of the premises, the Tenant may be entitled to a two (2) year (May to October) renewal with an increase in rent should it be required and all other terms remaining the same. If the Landlord requires the premises for its own purposes at the end of the Term, or if the Tenant does not wish to renew the Lease for the Renewal Term, either part must give the other party two (2) months written notice.

6. Services

The Tenant understands that the following services are included in their rent

- Hydro
- Water
- Sewer

The Tenant understands that the following services are not included in their rent.

- Garbage Collection
- Recycling
- Cleaning

Garbage collection will occur every Tuesday. The tenant will be billed bi-weekly at the rate of $2.00 per bag. The Tenant is responsible for the provision of cleaning services to the interior of the premises during the months of operation (May to October). The Tenant shall remove the recycling by utilizing the Town of Latchford's Landfill at the Tenant's expense.

7. Tenant's Covenants

The Tenant covenants with the Landlord as follows:

a) Rent - the Tenant shall pay the rent hereby reserved in the manner and on the days specified herein;
b) Alterations - the Tenant shall not make any alterations or additions to the premises;

c) Maintenance - the Tenant shall keep the premises in a good state of repair and cleanliness, reasonable wear and tear. The Tenant shall pay to the Landlord the cost of repairs to the Premises caused by the negligence or improper willful act of the Tenant or any person on the premises with the consent of the Tenant;
d) Insurance - the Tenant shall not use the premises or permit them to be used for any purpose which may render the insurance on the building void and if the rate of insurance is increased as a result of anything done upon the premises by the Tenant, the Tenant will pay to the Landlord as additional rent the amount by which the insurance premiums are so increased;
e) Sublet - the Tenant shall at no time sublet the premises or any part thereof nor to assign this Agreement without the written consent of the Landlord;
f) Signage - the Tenant shall not use the outer walls or windows of the premises for any notice or name plate except as approved by the Landlord;
g) Repairs - the Tenant shall repair, according to notice in writing, damage by reasonable wear and tear;
h) Trade/Business - the Tenant shall use the premises for the purpose of a chip stand and not to carry on or permit to be carried on therein any other trade or business;
i) Commercial General Liability Insurance for Bodily Harm - at the date of execution of this Lease Agreement by the Tenant, and from time to time thereafter, to provide to the Landlord a Certificate of Insurance that the Tenant has a commercial general liability insurance policy for bodily injury or death and property damage in force which insures the Tenant in respect of injury to or death of any person or property damage in the amount of at least two million ($2,000,000) dollars.
j) Indemnity - to indemnify the Landlord against all liability, claims, damage or expenses arising out of any act or neglect of the Tenant or its servants, employees, agents, invitees or licensees in and about the Leased Premises, or arising out of any breach, violation or non-performance of any of the terms of this lease by them or any damage to the persons or property of the Tenant's servants, employees, agents, invitees or licensees, other than by reason of the negligence of the Landlord.

8. Landlord's Covenants

The Landlord covenant with the Tenant:

a) Structural Repairs – to maintain and repair all windows, doors, plumbing and electrical fixtures and to make repairs to walls, floors, and ceilings of the premises which may be necessary;
b) Washrooms – to permit the Tenant and its employees in common with others entitled thereto use the public washrooms in the building;

9. Provisions

Provided always and it is hereby agreed as follows:

a) Tenant's Fixtures – subject to other provisions of this lease, the Tenant may remove fixtures that belong to the Tenant only;
b) Damage and Destruction – provided that if during the term herein or any renewal thereof the Leased Premises shall be destroyed or damaged by fire or other elements then the following provisions shall apply:
    i. If the leased premises shall be so badly injured as to be unfit for occupancy, and as to be incapable of being repaired with reasonable diligence within one hundred and twenty days of the happening of such injury, then the term hereby granted 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 Leased Premises to the Landlord, and rent from the time of such surrender shall be apportioned;
    ii. If the leased premises shall be capable, with reasonable diligence, of being repaired and rendered fit for occupancy within one hundred and twenty days from the happening of such injury as aforesaid, but if the damage is such as to render the leased premises wholly unfit for occupancy, 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 the same with all reasonable speed, and the rent shall recommence immediately after such repairs shall be completed;
    iii. If the leased premises shall be repaired within one hundred and twenty days aforesaid, and if the damage is such that the said leased premises are capable of being partially used, then until such damage shall have been repaired, the rent shall abate in the proportion that the part of the leased premises rendered unfit for occupancy bears to the whole of the leased premises;
c) Landlord's Liability - the Landlord shall not be liable nor responsible in any way for any loss of or damage or injury to any property belonging to the Tenant, or damage or injury to any person during the term of this lease unless such loss, damage or injury shall be caused by the negligence of the Landlord;
d) Re-entry - If the rent reserved or any part thereof shall not be paid on the day appointed for payment, whether lawfully demanded or not, or in the case of breach or non-observance or non-performance of any of the covenants or agreements herein contained or referred to on the part of the Tenant to be observed and performed, the Landlord shall be entitled thereafter to enter into and upon the leased premises or any part thereof in the name of the whole the same to have again, repossess and enjoy as of its former state, anything herein contained to the contrary notwithstanding;
e) Vacancy - In case without the written consent of the Landlord the leased premises shall remain vacant or not used for a period of twenty-one (21) days or be used by any other person than the Tenant or for any other purpose that than for which they were let or in case the term or any of the goods and chattels of the Tenant shall at any time be seized in execution or attachment by any creditor of the Tenant or if the Tenant shall make any assignment for the benefit of Creditors or become bankrupt or insolvent debtors, this lease shall at the option of the Landlord cease and determine and the terms shall immediately become forfeited and void and the then current month's rent and the ensuing three months'

rent shall immediately become due and payable and the Landlord may re-enter and take possession of the leased premises as though the Tenant or other occupant of the leased premises was holding over the expiration of the term without any right whatever;

f) Overholding - If the Tenant shall continue to occupy the leased premises after the expiration of this lease, with or without consent of the Landlord, without any further written agreement, the Tenant shall be a monthly Tenant at the monthly rental herein mentioned and, on the terms, and conditions herein set out except as to length of tenancy;

g) Entry to View Condition and Notice of Disrepair - The Landlord may enter and view the state of repair of the leased premises and the Tenant will repair according to notice in writing. If the Tenant refuses or neglects to make the repairs in such notice, the Landlord may make them and charge the cost of them to the Tenant as additional rent. The rent shall not abate while those repairs are being made, by reason of loss or interruption of the business of the Tenant because of any such work, and the Landlord agrees to complete the work expeditiously;

10. Effect of Lease

This lease and everything herein contained shall extend to and bind and may be taken advantage of by the heirs, executors, administrators, successors and assigns as the case may be of each of the parties hereto.

11. Notices

Any notice in writing which either party may desire to give to the other with regard to any matter or thing in this lease contained may be validly and effectually given by mailing the same by prepaid registered post addressed as follows:

To the Landlord at: 10 Main St., Hwy 11, P.O. Box 10, Latchford, Ontario, P0J 1N0
Email: mrobinson@latchford.ca

To the Tenant at:
Email: neillsherry31@gmail.com

and every such notice shall be deemed and taken to have been delivered on the day following the day on which it was so mailed.

12. Early Termination

Notwithstanding any provision contained in the lease to the contrary, either the Landlord or the Tenant shall have the option to terminate the lease, upon ninety (90) days prior written notice of said termination.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED)
in the presence of)
)
)
)
_____)_____
WITNESS) Sherry Neill, Tenant
)
)_____
) Date
)
)
)
_____)_____
WITNESS) Malorie Robinson, Town of Latchford
) Landlord
)
)_____
Date