

SUB-LEASE AGREEMENT

THIS AGREEMENT made as of the _____ day of _____, 2015.

BETWEEN:

COUNTY OF ST. PAUL
5015 – 49 AVENUE
ST. PAUL, ALBERTA
T0A 3A4

-AND-

TOWN OF ELK POINT
BOX 448
ELK POINT, ALBERTA
T0A 1A0

WHEREAS the Chamber is the owner of the Eco Centre Building located at 5001-Railway Avenue, and legally known as Area 1, Plan 972-1435.

AND WHEREAS the Town is entering into a 15 year sub-lease with the Town of Elk Point Chamber of Commerce for the use of the Eco Center Building.

AND WHEREAS the Town of Elk Point Chamber of Commerce to operate and maintain the Eco Centre building located at 5001-Railway Avenue, and legally know as Area 1, Plan 972-1435.

AND WHEREAS the County of St. Paul and the Town agree to enter into a 5 year lease with an option for an additional 10 years for the use of the Eco Centre Building.

AND WHEREAS the County of St. Paul and the Town acknowledge and agree to be bound to each other for the 5 year period with option for extension for additional 10 years of the above mentioned sub-lease.

AND WHEREAS the County of St. Paul does not pay rent to the Town.

SUB-LEASE AGREEMENT

AND WHEREAS the Town will be responsible for all utilities and janitorial service for the area utilized by County of St. Paul.

AND WHEREAS the County of St. Paul may wish to paint the interior of the offices utilized by the County of St. Paul including repair/replace window coverings at no cost to the Town.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the respective covenants and agreements of the parties contained herein is agreed as follows:

ARTICLE ONE – TERM OF AGREEMENT

- 1.1 **Term of Agreement:** This agreement shall come into effect on its date of execution and shall continue in full force for 5 years, and with an option for an extension of 10 years, for as long as this Agreement remains in full force and effect.
- 1.2 **Headings and Subheadings:** The Division of this Agreement into articles and sections is for convenience of reference only and shall not affect the interpretations of construction of this article.
- 1.3 **Transmission by Facsimile:** The parties hereto agree that this Agreement may be transmitted by facsimile or such other device and that the reproduction of signatures by facsimile of such similar device will be treated as binding as if originals and each party hereto undertakes to provide each and every other party hereto with a copy of the Agreement bearing original signatures forthwith upon demand.

ARTICE TWO – COUNTY OF ST. PAUL’S RESPONSIBILITIES

- 2.1 **Representation and Responsibilities of County of St. Paul:** With respect to this Agreement, the County of St. Paul agrees as follows:
 - a) Paint the portion of the facility utilized for County of St. Paul located at 5001-Railway Avenue and legally known as Area 1, Plan 972-1435.
 - b) To provide proof of insurance for contents.

ARTICLE THREE – THE TOWNS RESPONSIBILITIES

- 3.1 **Representation and Responsibilities of the Town:** With respect to this Agreement, the Town of Elk Point agree as follows:
 - a) To maintain the outside grounds located at 5001-Railway Avenue, and legally known as Area 1, Plan 972-1435. This shall include grass cutting and snow removal of the parking area, street entrance and entrance (deck) to building.

SUB-LEASE AGREEMENT

- b) To pay for the following with respect to the above noted property:
 - i. Water and Sewer.
 - ii. Insurance of the building.
 - iii. Janitorial.

ARTICLE FOUR – GENERAL PROVISIONS:

4.1 **Indemnity:** Despite the fact that the Town shall apply for and maintain a valid insurance policy for the named property, each party agrees to defend, indemnify and hold the other party, its directors, officers, employees, agents, contractors and affiliates, harmless from any against any loss, claim, cause or action, suit, injury expense, damage or liability, including reasonable legal costs, that they may incur as a result of or in connection with:

- a) The negligence or wilful misconduct or such party in connection with or related to the performance of its obligations pursuant to this Agreement;
- b) Any misrepresentations made by such party contained in this Agreement or made by such party in the furtherance of its performance pursuant to Agreement;
- c) Any breach or default by such party of any of its obligations pursuant to this Agreement.

4.2 **Notices:** All notices, requests, demands or other communications (collectively, “Notices”) by the terms hereof required or permitted to be given by one party to any other party, or to other person shall be given in writing by personal delivery or by registered mail, postage pre-paid, or by facsimile transmission to such other party as follows:

- a) To the County of St. Paul at: The County of St. Paul
5015 – 49 Avenue
St. Paul, Alberta T0A 3A4
- b) To the Town at: The Town of Elk Point
P.O. Box 448
Elk Point, Alberta T0A 1A0

Or at such other address as may be given by such person to the other hereto in writing from time to time.

All such Notices shall be deemed to have been received when delivered or transmitted, or, if mailed, 48 hours after 12.01 AM on the day following the day of the mailed thereof. If any Notices shall have been mailed and if regular mail services shall be interrupted by strikes or other irregularities, such Notice shall be deemed to have been received 48 hours

SUB-LEASE AGREEMENT

after 12.01 AM on the day following the resumption of normal mail service, provided that during the period that regular mail service shall be interrupted all Notices shall be given by personal delivery or by facsimile transmission.

IN WITNESS THEREOF the parties have duly executed the User Agreement this _____ day of _____, 2015.

COUNTY OF ST. PAUL

Per: _____
Reeve

Per: _____
Chief Administrative Officer

Witness

TOWN OF ELK POINT

Per: _____
Mayor

Per: _____
Chief Administrative Officer

Witness