

## LEASE AGREEMENT

THIS AGREEMENT made this 18th day of March 2024

B E T W E E N:

WILLIAM MACLAURIN

(hereinafter called the "Landlord")

OF THE FIRST PART

-and-

NISHNAWBE-ASKI LEGAL SERVICES

(hereinafter called the "Tenant")

OF THE SECOND PART

W H E R E A S:

The Tenant has agreed to lease office space and services hereinafter called "the Leased Premises".

### **1.0 DEFINITIONS**

**1.1 "Commencement Date"** means the 18th day of March 2024.

**1.2 "Lease"** means this Lease as from time to time amended in writing.

**1.3 "Leased Premises"** means offices located at 678 City Road, Fort William First Nation, Ontario, P7J 1K3.

**1.4 "Leasehold Improvements"** means all improvements, installations, alterations and additions made from time to time by or for the benefits of the Tenant in the Leased Premises, including without limitation, all fixed partitions, light fixtures, wall to wall carpeting and all items which cannot be removed without damage to the Leased Premises, but excluding furniture, moveable partitions, and equipment installed by the Tenant.

- 1.5 **“Minimum Rent”** means the rental payable by the Tenant.
- 1.6 **“Proportionate Share”** where used in the Lease, shall mean that percentage determined dividing the area of Leased Premises by the total rentable area of the total building.
- 1.7 **“Rent”** means Minimum Rent and Additional Rent items.
- 1.8 **“Term”** means two years, commencing the 18<sup>th</sup> day of March, 2024 continuing until the 28th day of February, 2026.
- 1.9 **“Termination Date”** means the last day of the Term or such earlier date as this Lease may be determined by the Landlord.

## **2.0 TERM**

- 2.1 In consideration of the Rent hereby reserved and the covenants herein contained, the Landlord hereby leases to the Tenant, the Leased Premises for the Term herein provided.

## **3.0 MINIMUM RENT**

- 3.1 The Tenant shall pay to the Landlord the sum of \$4850.00 (Four thousand eight hundred and fifty dollars) of lawful money of Canada each on the first day of each month in each year during the term. Initial payment of \$2032.26 (Two thousand and thirty two dollars and twenty six cents) pro-rated for the month of March) 2033<sup>67</sup>
- 3.2 Rental payment shall be made payable to **WILLIAM MACLAURIN**.

## **4.0 PAYMENT OF ADDITIONAL RENT**

- 4.1 All payments by the Tenant under this lease shall be made to the credit of the Landlord at 684 City Road, Unit 10, Thunder Bay, Ontario, P7J 1K3, at the option of the Landlord shall bear interest at the rate of ten percent (10%) annually calculated monthly for each month or portion thereof that such payment has not been received by the Landlord. All payments are to be received by the Landlord on their due date and interest shall be calculated on a per diem basis on the amount due and owing to the Landlord because of payments being received late by the Landlord shall be billed to the Tenant to be paid to the Landlord together with the ensuing month's rental payment.

## **5.0 ADDITIONAL RENT ITEMS**

- 5.1 **Maintenance** – The Tenant shall maintain the Leased Premises at the Tenant's own expense and every part thereof in good order and condition and to keep the Leased Premises clean and in such condition as a careful owner would.
- 5.2 The Tenant shall not permanently attach any fixtures or ornamentation to the walls, use of self adhesive command utility hooks is acceptable.

## **6.0 SURRENDER ON TERMINATION**

- 6.1 At the expiration of the Term herein provided or sooner determination of the Term with the written consent of the Landlord, or should the Tenant be in default of any provision of this Lease and the Landlord requires termination of this Agreement as a result of the same, the Tenant shall surrender the Leased Premises peaceably to the Landlord in good and substantial repair and condition together with all fixtures, improvements or erections which at any time during the said Term shall be made therein; reasonable wear and tear and damage by latent structural defects, fire, lightning and tempest only excepted.
- 6.2 If the Tenant requires early termination of this agreement the Tenant shall provide the Landlord written notice 90 days prior to the expected date of termination.

## **7.0 COMPLIANCE WITH REGULATIONS**

- 7.1 The Tenant shall promptly comply with all requirements of the local Board of Health, Police and Fire Departments, and Municipal, Provincial and Federal authorities respecting the manner in which it uses and maintains the Leased Premises.

## **8.0 ASSIGNMENT**

- 8.1 The Tenant shall not seek to assign or sublet the Leased Premises or any part thereof without the prior written consent of the Landlord.

## **9.0 NO NUISANCE**

- 9.1 The Tenant shall not do or omit to do or permit to be done or omitted, anything upon or in respect of the Leased Premises, the doing or omission of which shall be or result in a nuisance.

## **10.0 LIMITATION OF LANDLORD'S LIABILITY**

- 10.1 The Landlord shall not be liable or responsible in any way for any death or any injury arising from or out of any occurrence in, upon, or at the Leased Premises or for damage to property of the Tenant or others located in the Leased Premises or for damage to property of the Tenant or others located on the Leased Premises, nor shall it be responsible in the event of damage to any property of the Tenant or others from any cause whatsoever, save and except damage, loss, injury or death resulting from the negligence or the deliberate act or omission of the Landlord, it's servants, agents, employees or others for who it may, in law, be responsible. Without limiting the generality of the foregoing, the Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain snow or leaks from any part of the Leased Premises or from pipes, appliances, ceiling or

plumbing works, subsurface of the Leased Premises, or from, any other place within the Leased Premises because of dampness or climatic conditions or from any other damages whatsoever, caused by an occupant of adjacent property or the public, or construction of any public or private or quasi-public work. All property of the Tenant kept or stored on the Leased Premises shall be kept or stored at the risk of the Tenant only and the Tenant shall indemnify the Landlord in the event of any claims arising out of the damage to the same, including any subrogation claim by Tenant's insurers. In addition, the Landlord shall not be liable for any act or omission, including theft, or negligence on the part of any contractor retained by the Landlord to perform services in or about the Leased Premises nor for any loss or damage however caused to money, securities, negotiable instruments, papers or other valuables of the Tenant.

### **11.0 RECEIPTS**

11.1 The Landlord will issue a numbered receipt for each rental payment made.

### **12.0 LANDLORD'S RIGHT OF RE-ENTRY**

12.1 If the Tenant:

12.1.1 defaults in the payment of Minimum Rent payable by the Tenant on the day appointed for payment therefore, whether lawfully demanded or not, and fails to remedy the default within five (5) days of receiving notice from the Landlord of such default;

12.1.2 commits a breach of this Lease that is capable of remedy, other than a default in the payment of Minimum Rent, and fails to remedy the breach within ten (10) days.

The Landlord's option, the full amount of the current month's Rent and the next three (3) month's instalments of Rent will become due and payable and the Landlord may immediately re-enter the Leased Premises, repossess them and expel all persons from the Leased Premises, and may remove all property from the Leased Premises, sell or dispose of it as the Landlord considers appropriate, or store it in a public warehouse or elsewhere at the cost of the Tenant, all without, service of notice, without legal proceedings, and without liability for loss or damage.

### **13.0 LEGAL EXPENSES**

13.1 The Tenant shall be obligated to pay to the Landlord all expenses incurred by the Landlord resulting from any breach by the Tenant of the terms of this Lease, including legal fees on a solicitor and client basis.

### **14.0 USE OF LEASED PREMISES**

**14.1** Type of Business Permitted – The Tenant covenants to use the Leased Premises only for the purposes of office and shall not change such use without the prior written consent of the Landlord.

## **15.0 OUTDOOR PROPERTY MAINTENANCE**

**15.1** The Landlord agrees that the Minimum Rent shall include the cost of lawn mowing and driveway ploughing during appropriate seasons.

**15.1.1** The Landlord agrees that they are responsible for the clearing of outside sidewalks, outside staircases, and outside landings, during all seasons.

## **16.0 UTILITIES**

**16.1** The Landlord shall assume the cost and maintenance of the propane supply to the Leased Premises.

**16.1.1** The Landlord shall assume the cost of the monthly Hydro bill directly through the supplier, Thunder Bay Hydro.

## **17.0 INSURANCE**

**17.1** The Tenant is responsible to obtain and keep in good standing contents insurance.

## **18.0 RENEWAL**

**18.1** The Tenant has the option to renew the lease agreement under the same terms and conditions 60 days prior to the end of the lease.

**18.2** Prior to renewal and with the consent of the Tenant the Landlord retains the option to increase the minimum rent payable to offset any unforeseeable major increase in propane or hydro costs.

**IN WITNESS WHEREOF** the Landlord and the Tenant have hereunto affixed their respective corporate seals, duly attested to by their proper officers in that behalf.

SIGNED, SEALED AND DELIVERED

In The Presence of:

WILLIAM MACLAURIN

Crystal MacLaurin

Print Name



I have authority to bind the Landlord  
(LANDLORD)

NISHNAWBE- ASKI LEGAL SERVICES

CHANTELLE JOHNSON

Print Name



I have authority to bind the Tenant

(TENANT)