# LEASE AGREEMENT

THIS INDENTURE, made effective the **1**<sup>st</sup> **day of month 2015**, in pursuance of the Short Form of Leases Act, between **SSINVEST Northern Developments Inc.** hereinafter referred to as the Lessor, of the first part, **and**, hereinafter referred to as the Lessee, of the second part;

WITNESSETH, that in consideration of the rents, covenants and agreements, hereinafter reserved and contained on the part of the Lessee, the Lessor does demise and lease onto the Lessee, its executors, administrators and successors, all those certain premises known and described as **Lot number** ##, of Wawaitin Holiday Park, or any other lot in its place until said lot is deemed by the Lessor to be usable, same being part of summer resort location RY386, Township of Thorneloe, City of Timmins, District of Cochrane, hereinafter referred to as the "Leased Lands", which form part of Wawaitin Holiday Park with 'operating season' of May to October each year.

TO HAVE and to hold the said Leased Lands for and during the term of **24 months** to be calculated from the effective date, and afterwards be fully completed and ended.

YIELDING and paying therefore during the said term unto said Lessor, his heirs, executors, administrators, successors and assigns, the sum of **\$5,242.00**, to be paid in 8 equal credit card payments of **\$655.25** each on the following days and times, that is to say on the 1<sup>st</sup> day of 4 *payment months*, in every year during the currency of this Indenture until fully paid, the first and last of such payments together with pre-authorized payments or 2 equal post-dated checks for the balance of the term and a \$300 security deposit to be provided by the Lessee to the Lessor upon execution of this Indenture.

## THE SAID LESSEE COVENANTS WITH THE SAID LESSOR:

**There is no right to refund or renewal of this Lease Agreement**; the Lessee agrees and understands that the Landlord and Tenant Act of Ontario is not applicable under this Agreement;

TO PAY lease charges and to pay on demand as additional lease charges or sales fees, extra electricity consumption, maintenance costs, any and all realty taxes, municipal or otherwise, including local improvement charges levied against the Leased Lands, and the amount of any further taxes, charges or tariffs which may be assessed or levied against the whole of the Leased Lands resulting from the actions or lack thereof of the Lessee;

TO AUTHORIZE the Lessor to keep on record the Lessee's credit card information for the purpose of, from time to time, requesting payments from the Lessee's credit card company for fees due under this agreement, and to keep that information up to date on the Lessor's record;

TO KEEP IN EFFECT during the entire term hereof at the sole cost and expense of the Lessee, liability and property damage insurance with respect to the Leased Lands and the Lessee's chattels thereon, and save and hold harmless the Lessor from any damages, suits, or other liabilities arising from loss of 'services' during 'operating season' and any other use in general by the Lessee of the said Leased Lands and infrastructures associated with Wawaitin Holiday Park;

TO PLACE on the leased lands up to two personal motor vehicles and stationary RV camper / trailer that is no more than 17.33 metres in length only, and are listed in appendix 'A' to this agreement, for seasonal recreational usage during the 'occupancy months' of **May**, **June**, **July**, **August**, **(September, and October – optional)**;

TO LIMIT electric consumption to a maximum of 250 kWh per occupancy month, and to pay additional usage at 50¢ per kWh. Appliances not part of original equipment installed by your trailer's manufacturer will likely result in additional consumption charges;

TO COMPLY with all laws, statutes, regulations, by-laws and other requirements regarding the operation of Wawaitin Holiday Park, wherein the Leased Lands are situated, including but not limited to seeking and obtaining all necessary permits and licences to carry on improvement work that has been pre-approved by the Lessor;

NOT TO IMPROVE in any way the Leased Lands, including but not limited to altering the landscape, construction or installation of structures, without the expressed and specific written consent of the Lessor;

NOT TO SUB-LET, rent, enter into shared agreements, or assign any interest conveyed herein in any manner whatsoever without leave and written consent from the Lessor;

THAT if the term hereby granted or the goods and chattels on the Leased Lands of the Lessee shall be at any time be seized or taken in execution or attachment, or if the Lessee shall make an assignment for the benefit of creditors or shall become bankrupt or insolvent, or make a proposal to its creditors, without the consent of the Lessor being first obtained in writing, shall make a sale under the Bulk Sales Act in respect of goods on the Leased Lands, or being a company shall become subject to any legislative enactment relating to liquidation or winding up, either voluntary or compulsory, the said term shall immediately become forfeited and void, and the amount equivalent to the balance of the sum of payments be at once due and payable;

AND THAT the said Lessor may enter the leased premises at any time to view its state, conduct maintenance and or repair as the Lessor may deem appropriate.

PROVISO FOR RE-ENTRY by the Lessor on non-payment of rent or non-performance of covenants;

PROVIDED that should the Lessee at any time fail to make any Lease Payments in accordance with the term hereof, the said term shall immediately become forfeited and void, and the amount equivalent to the balance of the sum of payments owed be at once due and payable, and said Lessee shall vacate the property forthwith, removing only the Lessee's personal possessions and leaving all leasehold improvements on the Leased Lands, in accordance with the terms herein;

PROVIDED that any leasehold improvements and any further or other improvements to the Leased Lands shall immediately become fixtures of the Leased Lands and any such fixtures will become part of the realty and the Lessee shall have no further interest in same; the Lessor shall further have the option to obligate the Lessee to remove any fixtures erected on the Leased Lands during the term hereof or during period of holding over, if any, failing which, the Lessor shall be entitled to remove the said fixtures, the costs, expenses, and liability for which the Lessee hereby agrees to be responsible;

PROVIDED that the leased lands be restored, at the termination of this Agreement, to a state and condition similar to that at the commencement of the term, including compliance with environmental standards and obligations, as may be in place or imposed, and regulated by any Municipal, Provincial, or Federal Government Agency during the currency of this agreement;

PROVIDED that the Lessee will ensure that at all times the Leased Lands shall conform in all respects to any applicable environmental standards and obligations as may be in place or imposed, and regulated by any Municipal, Provincial, or Federal Government Agency during the currency of this Agreement; in a case where the Leased Lands do not conform to the standards herein provided, the Lessee shall at its sole cost and expense, cause the leased Lands to be cleaned, altered, repaired, rectified or otherwise changed so as to meet the applicable standard; in the event that the Lessee shall fail to comply with these standards, the Lessor shall have a right to enter the said Leased Lands to perform the necessary work the costs, expenses, and liabilities for which the Lessee agrees to be responsible for;

PROVIDED that the Lessee will not do or permit anything to be done on the said Leased Lands or permit anything to be kept thereon which may be annoying to the Lessor or which the Lessor may deem to be a nuisance or a hazard and in the case of the Lessor reasonably advising the Lessee that the article, activity or process is a nuisance or a hazard to them, that upon receiving notice thereof, the Lessee will immediately abate such nuisance or hazard;

PROVIDED further and it is hereby agreed that, should the Lessee hold over without written consent from the Lessor after the expiration of this Lease, and the Lessor thereafter accept rent for the said Leased Lands, the Lessee shall hold the said Leased Lands as a monthly paying guest but subject in all other respects to the terms, conditions and covenants of this Lease;

IT IS FURTHER DECLARED AND AGREED that in case the Lessee removes his camping unit from the Leased Lands for a period over 20 days without first providing notice to the Lessor, or be used by any other person or persons, or for any other purpose than as above provided, without the Lessor's consent first obtained in writing, this Lease shall become null and void, and the term hereby created expire and be at an end, and the balance of the sum of payments become immediately due and payable, and the Lessor may re-enter and take possession of the Leased Lands as though the Lessee or other occupant or occupants of said Leased Lands were holding over, without consent, after the expiration of the term. -3-

## THE SAID LESSOR COVENANTS WITH THE SAID LESSEE;

#### FOR OUIET ENIOYMENT:

TO PROVIDE weather and other conditions permitting, water, sanitary, and electric 'services' during the 'occupancy months'.

### THE LESSOR AND THE LESSEE MUTUALLY COVENANT;

WATER RECREATION ACTIVITIES in Kenogamissi Lake may at times pose certain dangers related but not limited to, floating drift wood and sudden changes in current and water flow at and near the dam(s) and related Ontario Hydro facilities at the North end of the said Lake; the Lessor acknowledges having provided to the Lessee, and the Lessee Acknowledges having received from the Lessor, an information package outlining said dangers, Park etiquette, and campfire safety and regulations.

THAT ANY NOTICE which either of the parties is required or permitted to give pursuant to any provision of this Lease may, if intended for the Lessor, be mailed by registered mail to the Lessor at P. O. Box 595, Timmins ON P4N 7E7, and if intended for the Lessee, be mailed to *address* Timmins ON P4N XXX, and such notice shall be deemed to be received at the time of delivery;

THAT APPENDIX 'A' to this Agreement and thereto attached, forms part of this Agreement and is fully incorporated therein.

THE WORDS importing the singular number only shall include the plural, and vise versa, and words importing the masculine gender shall include the feminine gender, and words importing persons shall include firms and corporations and vice versa;

UNLESS the context otherwise requires, the word "Lessor" and the word "Lessee" wherever used herein shall be construed to include and shall mean the executors, administrators, assigns and successors of the said Lessor and Lessee, respectively, and when there are two (2) or more Lessees bound by the same covenants herein contained, their obligation shall be joint and several.

IN WITNESS WHEREOF the parties hereto have executed these presents.

DATED at Timmins this 1<sup>st</sup> day of *date* 2015.

SIGNED, SEALED and IN WITNESS whereof I have hereunto set my hand and seal: I have authority to bind for the Company **DELIVERED** each

in the presence of each other:

	PER		
WITNESS	LESSOR; SSINVEST Northern Developmen	ts Inc.	date 1, 2015
		(Seal)	
WITNESS	LESSEE;		date 1, 2015
		(Seal)	
WITNESS	LESSEE;		date 1, 2015

## <u>APPENDIX 'A'</u>

- a) Camping units must be less than 10 years old, licensed, and in a roadworthy condition;
- b) The maximum floor area of camping units and all roofed improvements must be  $\leq 80m^2$ ;
- c) The Lessee must locate his camping unit to the satisfaction of Park Management;
- d) Camping units are not to be removed from the Leased Lands without prior written notice to Park Management being given;
- e) This Agreement, in addition to one camping unit, authorizes only the two (2) listed automobiles and on the Leased Campsite; storage of other items is not acceptable;
- f) Family and guests staying in the Park overnight (past 11PM) must be registered at the office and pay the applicable fee, additional vehicles must park in designated visitor areas only;
- g) Pets are permitted only on your lot, they must be under control (leashed) at all times in other areas, and you must pick up their feces;
- h) The maximum number of persons authorized to stay overnight the Leased Lands shall not exceed six (6) persons;
- i) Beaching of small personal watercraft is allowed with the permission of Park Management, however, private docking or storage space must be purchased;
- j) The use of all-terrain vehicles is restricted to "in" and "out" privileges and prohibited during quite hours (11:00PM to 9:00AM);
- k) A maximum of one (1) cubic meter of fire wood can be stored in the Leased Campsite; chain saws and tree cutting are not allowed within the Park;
- l) The use of pyrotechnic devices (fireworks) and fire arms are not permitted within the Park;
- m) The interior roadways of the Park are designated fire routes, parking thereon is not permitted at any time;
- n) Sewage, grey water (sink shower) may only be disposed of into the sewer hook-up on the Leased Lands. Maintenance of the hook-up to the sewer main on the roadway is the responsibility of the Lessee; this Agreement will be terminated if discharge and disposal is allowed in any other manner;
- o) Waste removal from your lot, as well as lawn maintenance, should be carried out on a regular basis. When the Lessor orders staff to conduct the work, the Lessee will pay the applicable fee for the service;
- p) Except for barbeques, no other appliances are permitted outside your camping unit;
- q) Generators are permitted only when there is a power outage lasting more than 12 hours; outlets and permanent connections outside your camping unit must be approved and installed by the Lessor;
- r) Lessees are considered 'registered guests' and are subject to the same Park rules and regulations as other guests. Please familiarized yourself and instruct family and guests on Park etiquette regarding noise, litter, quiet hours and visitor departure by 11:00pm, fire restrictions, water safety, pet rules etc.;
- s) The Lessee must notify the Lessor within 30 days of any changes to Lessee's mailing address contact information, credit card details and the following particulars related to the camping unit occupying the Leased Lands:

Veh.1 Make:	Model:	Serial #:
Date of Manufacture:	Insurer:	Policy #:
Veh.2 Make:	Model:	Serial #:
Date of Manufacture:	Insurer:	Policy #:
Veh.3 Make:	Model:	Serial #:
Date of Manufacture:	Insurer:	Policy #:

Lessees Initial

