

Sublease Agreement

THIS AGREEMENT made as of the December 1st, 2022;

BETWEEN:

THE CORPORATION OF THE TOWN OF MINTO
(the "Tenant")

-and-

MELISSA MILLER – Local Smiles RDH
(the "Subtenant")

WHEREAS by a lease agreement made on March 24, 2014, (the "Lease"), the Landlord, 2323004 Ontario Inc., has leased to the Tenant the commercial premises known as 1 Elora Street North, Unit #3, Harriston, Ontario (the "Premises") for a new two-year term commencing on March 1, 2020.

AND WHEREAS the paragraph 26 of the Lease permits the Tenant to sublet individual offices for the purpose of growing or facilitating new or existing businesses;

AND WHEREAS the Tenant, along with the Minto Chamber of Commerce, have developed a creative industry business incubator called LaunchIt Minto;

AND WHEREAS the Subtenant has requested to sublease office space from the Tenant as a participant in the LaunchIt Minto initiative;

AND WHEREAS the Tenant has agreed to grant a Sublease on the terms set out in this Agreement;

NOW THEREFORE IN CONSIDERATION of the mutual covenants and agreements hereinafter contained, and other good and valuable consideration (the receipt and sufficiency are hereby acknowledged), the parties covenant and agree each with the other as follows:

1. **Subletting of Premises.** The Tenant hereby subleases the Unit to the Subtenant for a term of Twelve (12) Months, commencing on December 1st, 2022.
2. **Early Termination.** Notwithstanding clause 1 above, either party may terminate this Agreement at any time by giving sixty (60) days written notice to the other party. The Subtenant shall pay all amounts owing pursuant to the terms of this Agreement up to the date of termination and any additional amount required to be paid by the Tenant to a third party pursuant to an agreement the Tenant entered into with the express written consent of Subtenant, due to and as a direct consequence of the termination of this Agreement.
3. **Sublet Amount.** The Subtenant shall pay to the Tenant the sum of \$450 + HST for the front retail space per one (1) month.

4. **Covenant of Subtenant.** The Subtenant covenants with the Tenant to pay rent and shall perform and observe all the covenants on the part of the Tenant in the Lease other than the covenant to pay rent thereunder and other than the covenant relating to the Premises other than the Unit. In the event of default, the Tenant shall have all of the rights afforded the Landlord under the Lease regarding remedies for default. The Subtenant further covenants to keep the Tenant indemnified against all actions, expenses, claims and demands in respect of such covenants.
5. **Facility and Furniture.** The Tenant shall provide to the Subtenant access to the following common facilities and equipment in the Unit, subject to certain limitations:
 - (a) front entrance;
 - (b) shared kitchen;
 - (c) bathroom
6. **Additional Rent/Utilities.** The Tenant shall provide the following additional services to the Subtenant, and the Subtenant shall pay to the Tenant the Additional Rent of \$50.00 plus H.S.T. for same:
 - (a) hydro.
7. **Internet Usage.**
 - (a) The Tenant shall provide the Subtenant Wi-Fi internet access, subject to normal internet availability interruptions.
 - (b) The Tenant may monitor the bandwidth usage of the Wi-Fi internet. In the event the Subtenant exceeds the acceptable level of bandwidth usage, as determined by the Tenant, the Tenant may charge an administrative fee for the Wi-Fi internet access. The Tenant shall provide written notice to the Subtenant when the Subtenant is approaching the chargeable level of bandwidth usage.
 - (c) Wi-Fi internet security shall be the sole responsibility of the Subtenant. The Subtenant acknowledges and agrees the Tenant shall not be responsible for providing Wi-Fi internet security to the Subtenant.
8. **Security System:** Tenant will be given a personal pin code for the security system; Tenant is responsible for paying any fees from security system activation in error. i.e. setting off the alarm.
9. **Default.** The Tenant may terminate this Agreement by written notice to take effect immediately upon the delivery thereof to the Subtenant, where:
 - (a) the Subtenant fails to make any payment provided for herein and such payment remains in arrears and unpaid for a period of twenty (20) days beyond the date that a written notice is delivered by the Tenant indicating that payment is due;

in-trade, furniture, equipment, trade fixtures and leasehold improvements, in an amount not less than the full replacement cost thereof from time to time;

- (ii) general liability and property damage insurance, including personal liability, contractual liability, tenants' legal liability, non-owned automobile liability, and owners' and contractors' protective insurance coverage with respect to the Premises, which coverage shall include the business operations conducted by the Subtenant and any other person on the Premises. Such policies shall be written on a comprehensive basis with coverage for any one occurrence or claim of not less than two million dollars (\$2,000,000) or such higher limits as the Tenant may reasonably require from time to time;
 - (iii) business interruption insurance in an amount sufficient to cover the Subtenant's base rent for a period of not less than twelve (12) month; and
 - (iv) such other forms of insurance as may be reasonably required by the Tenant from time to time provided such insurance relates to tenant liability.
- (c) All insurance shall be with insurers and on such terms and conditions as the Tenant reasonably approves, and each such policy shall name the Tenant and the Landlord as an additional insured as its interest may appear, and, in the case of public liability insurance, shall contain a provision for cross-liability or severability of interest as between the Tenant and Subtenant. The Subtenant shall obtain from the insurers under such policies undertakings to notify the Tenant in writing at least thirty (30) days prior to any cancellation thereof. The Subtenant shall furnish to the Tenant, on written request, certificates or certified copies of all such policies. If the Subtenant fails to take out or to keep in force such insurance or to provide a certificate of every policy and evidence of continuation of coverage as herein provided, the Tenant shall have the right to take out such insurance and to pay the premiums thereof, and, in such event, the Subtenant shall pay to the Tenant the amount paid as premium plus fifteen percent (15%), which payment shall be payable on demand.
- (d) In the event of a claim, any deductible or self-insured retention under the insurance shall be the sole responsibility of the Subtenant and that the coverage shall preclude subrogation claims against the Tenant and any other person insured under the policy and be primary insurance in response to claims. Any insurance maintained by the Tenant and any other person insured under the policy shall be considered excess of the Subtenant's insurance and shall not contribute with it. The minimum amount of insurance required herein shall not modify, waive or otherwise alter the Subtenant's obligation to fully indemnify the City.

12. Limits of Liability. To the extent allow by applicable law, in no event shall the Tenant, or any of its directors, officers, employees or agents, be liable for: (a) any loss of profits, loss of use of data, interruption of business or for indirect, special, incidental or consequential damages of any kind incurred by the Subtenant; (b) any claim or other

proceeding against the Subtenant by a third party; or (c) any representation or warranty made to any third party by the Subtenant. Notwithstanding anything in this Agreement to the contrary, entire liability to the Subtenant for damages concerning the performance or non-performance by the Tenant relating any way to the subject matter of this Agreement, and regardless of whether such damages are based in contract or tort or otherwise, shall not exceed the aggregate amount of cash consideration received by the Tenant from the Subtenant during the six-month period prior to the presentation of the claim to the Tenant.

- 13. **Time of the Essence.** Time shall be of the essence of this agreement.
- 14. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties hereto. There are not and shall not be any verbal statement, representations, warranties, undertakings or agreements between the parties. This agreement may not be amended or modified in any respect except by written instruments signed by all the parties hereto.
- 15. **Applicable Law.** This Agreement shall be construed and enforced in accordance with (and the rights of the parties shall be governed by), the laws of the Province of Ontario.
- 16. **Binding Effect.** This Agreement shall endure to the benefit of and shall be binding upon the parties hereto and their respective heirs, legal personal representatives, executors, administrators, successors and permitted assigns.

IN WITNESS WHEREOF the parties have executed this agreement on the date first noted above.

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|---------|---|----------------|
| WITNESS |) | MELISSA MILLER |
| |) | |
| _____ |) | _____ |
| Name: |) | Name: |
| Date: |) | Title: |
| |) | |
| |) | |
| _____ |) | _____ |
| Name: |) | Name: |
| Date: |) | Title: |
| |) | |

THE CORPORATION OF THE TOWN OF MINTO

Dave Turton, Mayor

Annilene McRobb, Clerk

We have authority to bind The Corporation of the
Town of Minto

