

LEASE AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2025.

BETWEEN:

THE CITY OF PRINCE ALBERT, a municipal corporation
in the Province of Saskatchewan (hereinafter called "the Landlord")
- and -

PRINCE ALBERT DRIFTERS ROWING CLUB INC.,
a non-profit corporation in the Province of Saskatchewan
(hereinafter referred to as "the Tenant")

WHEREAS the Landlord is the owner of certain lands, buildings and fixtures situated on the south bank of the North Saskatchewan River in Prince Albert, Saskatchewan, legally described as follows:

A portion of Lot 10, Block Y, River Lot 71, Plan 04074,
Prince Albert, Saskatchewan (hereinafter referred to as the "Land").

AND WHEREAS the Landlord and Tenant had previously entered into a lease agreement effective May 1, 2025.

AND WHEREAS the Tenant has requested a renewal of the lease agreement, and the Landlord has agreed to continue to lease the Land and the Building to the Tenant under this new Lease Agreement (the "Lease") on the terms and conditions hereinafter set out.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the rents, covenants, provisions, and conditions hereinafter reserved and contained, the parties agree as follows:

PREAMBLE

1. The parties agree that the foregoing preamble shall be incorporated into and form part of the body of this Lease.

TERM

2. (a) The parties agree that the term of the Lease shall be for a period of five (5) years commencing on the first day of May, A.D. 2025 and fully completed and ended on the 30th of April 2030, subject to provisions regarding termination as hereinafter expressed, hereinafter referred to as the "Term".
- (b) The use of the Land shall be determined in the discretion of the Landlord. As the design of the building forming part of this Lease is only sufficient for the purposes stated herein, in the event that the Tenant desire to change the purpose of the use, prior written approval of the Landlord must be obtained, which approval may be granted subject to such conditions as may be directed, including improvements to the building upon the Land. Unauthorized alteration in use shall constitute a breach of this Lease.

RENT

3. For the entire Term of five (5) years, the Tenant shall pay the sum of Twenty Dollars (\$20.00) in advance of the commencement of the Term. In the event of termination of this Lease by any means, the said consideration shall be deemed to be that required and payable only for that portion of the Lease prior to termination.
4. It is acknowledged and agreed that the rent and any additional payments required to be made by the Tenant under the terms of this Lease, does not include Goods and Services Tax which shall be the sole responsibility of the Tenant.

LANDLORD'S COVENANTS

5. The Landlord shall remain the owner of the Land and building thereon on the tax roll of the Municipality. The Tenant shall not be liable to pay for any local improvements assessment or property taxes upon the Land, provided that in lieu of the Tenant bearing the cost of completing the general repairs required under this Lease, the Landlord agrees to accept such expenditures as payments made by the Tenant in satisfaction of its obligations under Section 261 of the Cities Act.
6. The Landlord agrees that upon the Tenant complying with the terms and conditions of this Lease herein set forth, the Tenant shall and may peacefully possess and enjoy the Land and building for the Term granted without any interruption or disturbance by the Landlord.

TENANT'S COVENANTS

7. The Tenant agrees to assume responsibilities for all utility (*SaskPower and Building Security Monitoring System*) costs in connection with the use and occupation of the Land and shall protect and save harmless the Landlord against the same. In the event that the Tenant fails to pay such accounts when due, the Landlord may, but not be obliged to, pay such accounts, and any amount so expended by the Landlord shall be recoverable from the Tenant as arrears of rent.
8. The Tenant agrees that they shall be responsible for maintenance and upkeep of the Land and Landscaping, whether on or off of the Land, and shall be responsible for removal of ice and snow from pathways, the hard-surfaced pathway, and driveways and shall keep the grounds upon the land in a clean condition. The Tenant shall at all times during the occupation thereof keep the said building, Land and premises clean and leave the same in a clean condition upon vacating. In the event that the Tenant neglects or refuses to carry out their obligations under this paragraph, the Landlord may have the said building, Land and premises cleaned, the pathways, hard-surfaced pathway, and driveways maintained and any amounts so expended by the Landlord shall be recoverable from the Tenant as arrears of rent.
9. The Tenant agrees that they shall not erect or cause to be erected any fencing upon the said Lands unless approval in writing is first obtained from the Landlord.
10. The Tenant agrees that all interior and exterior structural components of the building shall be repaired and maintained at their own expense. This also includes keeping the aforementioned Landscaping, whether on or off the Land, in a clean, neat, and well-maintained manner. In the event the Landlord is of the opinion that the Tenant is in breach of this clause, they may forward written notice of the same to the Tenant stipulating the said default is repaired or maintained within 30 days of receipt of the notice. If the Tenant refuses or neglect to remedy the default within the timeframes, the Landlord may complete the repairs or maintenance and the costs of the same shall constitute a debt owing by the Tenant to the Landlord payable immediately upon demand, and any amounts so expended by the Landlord shall be recoverable from the Tenant as arrears of rent.
11. The Tenant shall be responsible for all damages which may be caused to the said building or the land by its members, associates, or by the members of the public attending any of the functions arranged by the Tenant or coming to the said building or the Land at the invitation or with the permission of the Tenant and shall repair all such damages immediately after the same are discovered or caused. If the Tenant refuses or neglects

to repair the building or the Land immediately after, the Landlord may complete the repairs or maintenance and the costs of the same shall constitute a debt owing by the Tenant to the Landlord payable immediately upon demand, and any amounts so expended by the Landlord shall be recoverable from the Tenant as arrears of rent.

12.(a) The Tenant may display such signs on the exterior of the building as may be approved in writing by the Landlord, and they shall remain the property of the Tenant and be removed by them upon the termination of the Term hereby granted.

(b) The Tenant may affix such signage upon the building or on the Land to identify the building as a boat house in such manner and style as is approved in writing by the Landlord.

13.The Tenant agrees that any changes and repairs at any time during the continuance of this Lease may only be undertaken upon the Tenant providing the Landlord written notice of intention to make alterations and supplying the Landlord with plans in such details as the Landlord may require. Such alterations shall be made by the Tenant at his own expense, and any changes, alterations or improvements shall comply with all Statutes, Bylaws and Regulations of any Government or other authority having lawful jurisdiction and shall be performed to such reasonable standards as the Landlord shall require.

NORTH SASKATCHEWAN RIVER RAMP LICENSE

14.(a) The Landlord has control and management of an existing ramped area located west of the Land to the edge of the North Saskatchewan River and in consideration of the Tenant abiding by all of the terms, conditions and covenants of this Lease, the Landlord hereby grants to the Tenant a license to use the aforementioned ramp during the currency of this Lease.

(b) The said license shall not be an exclusive license but shall permit the Tenant and his lawful invitees and licenses to utilize the ramp to bring equipment belonging to the Tenant and their members to and from the water's edge.

(c) The Tenant shall not utilize and shall not suffer or permit any other person to use the licensed Land for any purposes which may damage or obstruct the said ramp.

(d) The Tenant agrees that they shall notify the Landlord in the event that the condition of the ramp constitutes a hazard or danger to those utilizing the same.

LIABILITY

15. The Tenant agrees that they shall indemnify and save harmless the landlord from and against all any manner of actions or causes of action, damages, loss, cost, or expenses, which the Landlord may sustain, incur or be put to by reason of:

- i. Any breach, violation or non-performance of any covenant or proviso hereof on the part of the Tenant.
- ii. Any damage to property occasioned by the use and occupation of the Land.
- iii. Any injury to person or persons including death resulting at any time therefrom by any person, firm, or corporation, invitee, licensee of the Tenant or by whomsoever made, brought or prosecuted, or howsoever suffered or incurred, in any manner based upon, condition or activities upon or in the building, Land or premises, or the licensed ramped area located west of the Land to the edge of the North Saskatchewan River.
- iv. Any claim that may be made regarding a defective or faulty product, part, workmanship, or service arising from the business of the Tenant.

Such indemnification in respect of any breach, violation or non-performance, damage to property, injury or death occurring during the term of the Lease shall survive any termination of this Lease anything in this Lease to the contrary notwithstanding; provided however, that such indemnification shall in no event extend to the direct primary and proximate results of the negligence, reckless or wilful conduct of the Landlord, its agents, employees or representatives.

INSURANCE

16. (a) The Tenant agrees to maintain public liability coverage in the amount of not less than five million dollars (\$5,000,000.00) per occurrence, as well as Director and Officer Liability coverage for all programming and events. The Landlord shall be listed as an additional insured party, it being understood and agreed that any extra costs for coverage extending to the Tenant shall be paid by the Tenant. A fifteen (15) day notice of cancellation shall be incorporated into the Tenant's insurance coverage and a certificate of insurance is to be provided to the Landlord as proof of compliance.

(b) The Landlord, as owner of the building, land and fixtures, agrees to insure such buildings and fixtures against loss of fire and other perils, and other coverage that may be available under a Comprehensive General Liability. The Tenant agrees to pay the deductible portion which may apply

to any property damage claim made under the Landlord's aforementioned insurance policy.

(c) The Tenant agrees to maintain throughout the Term of the Lease such insurance coverage, through an insurer satisfactory to the Landlord, and at the sole cost and expense of the Tenant, for the contents owned by the Tenant and located in on the property. A fifteen (15) day notice of cancellation shall be incorporated into the Tenant's insurance coverage and a certificate of insurance is to be provided to the Landlord as proof of compliance.

(d) The Tenant covenants not to do or suffer to be done on the Land anything without the written consent of the Landlord whereby any of the policies of insurance issued with respect to the Land may be rendered void or voidable by the insurers of the premiums paid therefor increased.

(e) The Tenant covenants that each such policy of insurance shall provide that the insurer shall not have any right to subrogation against the Landlord on account of any loss or damage covered by such insurance, or on account of payments made to discharge claims against, or liabilities of, the Landlord or the Tenant covered by such insurance.

(f) In the event of any loss or damage occurring to or arising from the use of the Land or building thereon, the Tenant shall forthwith give notice of such occurrence to the Landlord, and assist the Landlord by every means in order to obtain payment for damages to property, or assist in the investigation of any occurrence from the use of operation on the said Land or building .

(g) The Tenant shall give the Landlord immediate notice in writing of any claim made against the Tenant arising out of the use and occupation of the Land or building.

17. If the building on the Land is destroyed or substantially damaged so as to render it incapable of use for the purposes of the Tenant, then the Landlord may, at its option, terminate this Lease by notice in writing within ninety (90) days of the date of such destruction and in the event of such notice being so given, this Lease shall cease and become null and void from the date of such destruction or damage, and the Tenant shall immediately surrender the leased Land and building and all interests therein to the Landlord, and the Landlord may re-enter and repossess the Land and buildings discharged of this Lease; but if within the said period of ninety (90) days, the Landlord gives no such notice, then upon expiration of the said period of ninety (90) days, the Tenant shall, as soon as reasonably practicable, proceed to rebuild or repair the building and in the event that the Tenant

fails to undertake rebuilding as required; the Landlord may proceed with same and receive insurance proceeds from the Tenants' insurer for that purpose.

TERMINATION

18. If at any time during the Term of this Lease the Tenant abandon the premises, or the Tenant otherwise disband or cease operations, the Landlord and any person or persons authorized by the Landlord may re-renter and take possession of the Land and building and to expel the Tenant and any other occupier from the premises, anything in this Lease to the contrary notwithstanding, and thenceforth these presents at the option of the Landlord shall be void.
19. It is further agreed between the Landlord and the Tenant that if the rent reserved or any part thereof be in arrears whether such rent has been demanded or not or if there be default, breach or non-observance by the Tenant at any time or times of any covenants, provision, condition or reservation herein contained which, on the part of the Tenant, ought to be observed or performed and which default, breach or non-observance has not been remedied or commenced to be remedied within thirty (30) days after written notice thereof has been given to the Tenant or if there may be any seizure or forfeiture of the said term for any of the clauses herein specified, then, the Landlord or its agents may enter upon the Land and thereafter have, possess and enjoy the Land and building as if this Lease had not been made.
20. It is also further agreed between the Landlord and the Tenant that this Lease can be terminated by either party by providing sixty (60) days written notice.
21. At the expiration or sooner, termination of the Term of the Lease, the Tenant covenants to peacefully surrender and yield up unto the Landlord the Land hereby leased, in good and substantial repair and the Tenant shall restore the Land and building to its original condition (reasonable wear and tear not inconsistent with the Tenant's maintenance obligations, excepted).

ASSIGNMENT

22. The Tenant shall not assign or sublet this Lease, or mortgage, or encumber or part with possession of the Land without the consent of the Landlord and shall use the Land and building and any improvements thereon only for the purposes stipulated herein or as may be agreed to in writing by the Landlord, and the Tenant shall not carry on any commercial operation for profit nor any activities that in any way annoy or inconvenience the residents

of the neighborhood or persons using River Park West or cause a nuisance or are in any way unlawful.

23. It is further agreed that the covenants herein contained shall be binding upon the parties hereto and shall ensure the benefit of the permitted assigns of the Tenant.

NOTICES

24. Any notice, request or demand herein provided for shall be sufficiently given or made if mailed by ordinary mail in the City of Prince Albert, in the Province of Saskatchewan, postage prepaid, addressed if to the Landlord at:

City of Prince Albert
Community Services Department
1084 Central Avenue
Prince Albert, Saskatchewan
S6V 7P3

And if to the Tenant at:

Prince Albert Drifters Rowing Club Inc.
2345 10th Ave West
Box 5700, Station Main
Prince Albert, Saskatchewan
S6V 7V6

Any such notice shall be deemed to be given on the second day following the day on which the sender registered such mailing.

REFERENCE AND ASSIGNMENT

25. The terms "the Landlord" and "the Tenant" and references thereto shall include the executors, administrators, directors, (successors in the case of a corporation) and permitted assignees of the Landlord and the Tenant, respectively. This Lease may not be assigned unless the written permission of the Landlord by resolution of the Council of the City is first had and obtained.

EFFECTIVE DATE

26. Notwithstanding the date of execution by the respective parties, the effective date of this Lease shall be the first day of May, A.D. 2025.

IN WITNESS WHEREOF the City of Prince Albert has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that, behalf duly authorized this ____ day of _____ A.D., 2025.

THE CITY OF PRINCE ALBERT

MAYOR

CITY CLERK

IN WITNESS WHEREOF the Prince Albert Drifters Rowing Club Inc. has hereunto affixed its hand and seal, duly witnessed by the hands of its proper officers in that, behalf duly authorized this ____ day of _____ A.D., 2025.

**PRINCE ALBERT DRIFTERS
ROWING CLUB INC.**

Witness

Prince Albert Drifters Rowing Club Inc.

PROVINCE OF SASKATCHEWAN
TO WIT:

CANADA

DECLARATION

I, _____, of the City of Prince Albert, in
the Province of Saskatchewan, DO SOLEMNLY DECLARE:

1. That I have been appointed by the Board of Directors as an Officer of the Prince Albert Drifters Rowing Club Inc.
2. That, pursuant to the Corporation's Bylaws and/or Board Resolution, I am authorized by the Corporation to execute all contracts, documents or instruments in writing generally required by the corporation, or to sign specific contracts, documents or instruments in writing, and all such contracts, documents or instruments in writing so signed are binding upon the Corporation without any further authorization or formality.
3. That I have been specifically authorized to execute the within or annexed document.
4. I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

DECLARED BEFORE ME at the
City of Prince Albert, in the province
of Saskatchewan, this _____ day
of _____, A.D., 2025.

A COMMISSIONER FOR OATHS
in and for the Province of Saskatchewan.
My Commission expires: _____