

THE CORPORATION OF THE TOWNSHIP OF PRINCE

BY-LAW NO. 99-2

Being a by-law to authorize execution by the Administrator of an agreement between the municipality and the Her Majesty the Queen in right of Canada as represented by Human Resource Development Canada with respect to a Remote Job Bank Kiosk

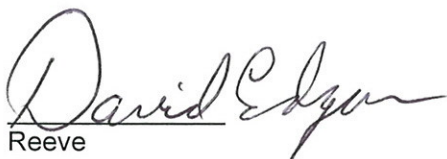
THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF PRINCE HEREBY ENACTS AS FOLLOWS:

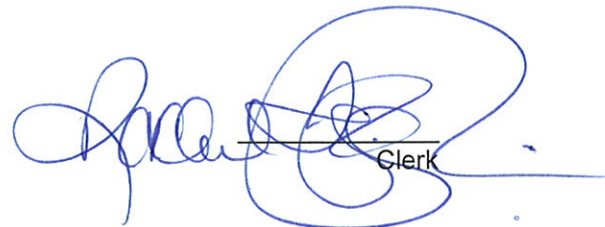
1. THAT the Administrator be and is hereby authorized to execute and affix the Corporate Seal to an Agreement between the municipality and Her Majesty the Queen in right of Canada as represented by Human Resource Development Canada with respect to a Remote Job Bank Kiosk located in the Prince Township Community Centre attached hereto as Schedule "A".

2. SCHEDULE "A"

Schedule "A" forms part of this by-law.

READ THREE TIMES AND PASSED in open Council this 26th day of January, 1999


Reeve


Clerk

Agreement File # 0698009

LEASE FOR SPACE AGREEMENT
HUMAN RESOURCE DEVELOPMENT CANADA
REMOTE JOB BANK KIOSK

Prince Township
3042 Second Line West
Sault Ste. Marie, Ontario
P6A 6K4

Attention: Rachel Tyczinski

Dear Ms. Tyczinski :

Re: Lease of space for Job Bank Kiosk

We have in this letter recorded the details of our Lease Agreement concerning the lease of space as described in Annex 'A' attached hereto, for a Job Bank Kiosk (the "Kiosk"). The description, covenants, terms and conditions of which are as follows:

Lessor: Prince Township

Lessee: Her Majesty the Queen in right of Canada

Description of Premises: Approximately 2 square metres as shown in Annex 'A' located in the common space located at 3042 Second Line West, Sault Ste. Marie.

Term of Agreement: One ~~half (1/2)~~ year commencing ~~June 4, 1998~~ *January 01/99* and terminating December 31, 1999.

The Lessor hereby grants to the Lessee the option to renew this Agreement for three (3) further terms of one (1), each subject to written notice by the Lessee to renew given to the Lessor at least three (3) months prior to the expiration of the term hereby granted, and the terms and conditions of this Lease Agreement shall apply during the term hereof, excepting this right of renewal. * *

Rental Amount: One and 00/100 Dollars (\$1.00) for the term of the lease, receipt by the Lessor is hereby acknowledged.

* * The Kiosk cabinet and DOS job Bank units will no longer be used after January 1, 2000

Covenants of the Lessor

The Lessor covenants with the Lessee:

- (a) To pay the real estate taxes and all other charges assessed against the building or premises.
- (b) To keep the building and premises in a good state of repair, sufficiently maintained and cleaned including in particular, but not limited to: wear, tear and damage, garbage removal, ice and snow removal from outdoor steps, walks and parking areas, lighting for the common areas of the building and premises, and ballasts and fuses in the common area. The Lessor will be responsible for all costs incurred to perform the said repairs, maintenance and cleaning.
- (c) To permit public access to the premises and in particular, the Kiosk, during regular working hours.
- (d) To be liable for and indemnify and save harmless the Lessee from and against all claims, demands, causes of action, losses, damages, expenses and costs, whatsoever, for any injury, loss or damage to any person or property arising out of or resulting directly or indirectly from the use of the building or the premises by any person, or whether by reason of the Lessor's negligence, neglect, default or misconduct, or breach of covenants under this Agreement, or otherwise, and from remedying of such default by the Lessor or by the Lessee or by any other person.

Covenants of the Lessee

- (a) To pay the rent as described herein.
- (b) Electrical work - the Lessee shall provide at it's sole expenses all required electrical work, wiring, conduits (if any) outlets, receptacles and switches required, as well as telephone lines that are necessary for the installation and operation of the Kiosk.

Provisos

Over Holding:	In the event that the Lessee holds over the premises after the date above fixed for the expiration of this Lease Agreement or any renewal thereof without any further written Agreement, the Lessee shall be deemed to be a Lessee from month to month at the rental amount herein before set-out and on the same terms and conditions contained in this Lease Agreement except as to the length of tenancy.
Premises "As Is":	The Lessee acknowledges that the Premises are granted in an "as is" condition and the Lessee has inspected and hereby acknowledges that it is suitable for its purpose.
Responsibility for Equipment:	<i>The Lessor is not responsible for any damages to or failure of the Kiosk, except that occasioned by the Lessor's negligence, neglect or failure to maintain the Kiosk as indicated in annex one (see attached), or that of its employees or persons acting on its behalf.</i>
Advertising:	The Lease must incorporate the corporate logo as supplied in all print media advertising in relation only to the Kiosk located in the leased space referred to herein.
Entire Agreement:	The Agreement sets forth the entire agreement between the Lessor and the Lessee with respect to the Licensed Premises. No amendment or addition to this Agreement will bind the Lessor or the Lessee unless such amendment or addition is in writing and signed by all parties to the Agreement.
Assignment or Sublet:	The parties to this Agreement shall not assign or sublet the whole or any part of the leased space without the written consent of the other party, such consent not to be unreasonably withheld.
Termination Clause:	Either party hereto may terminate this Lease Agreement by providing two (2) months notice of their intention to do so in writing to the other party by registered mail.

No member of the House of Commons shall be admitted to any share or part of this Lease Agreement or to any benefit to arise therefrom.

If you wish to enter into this Lease Agreement on the above, covenants, terms and conditions please sign and return the original and one copy of the Agreement. The other copy is for your own records.

IN WITNESS WHEREOF, the parties hereto have duly signed this agreement

For the Lessee (Human Resources Development Canada)

[Handwritten Signature]
(Signature)

Kiosk to Prince Township Manager
(Position)

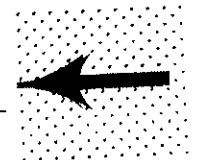
Jan 22/99
(Date)

For the Lessor (Prince Township)

(Signature)

(Position)

(Date)



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