

## **CITY OF BURNABY**

### **BYLAW NO. 10611**

**A BYLAW** to authorize the granting of a lease of certain City owned property to Burnaby Family Life Institute, B.C. Amateur Boxing Association, Burnaby Seniors Outreach Services Society, Burnaby Volunteer Centre, Burnaby Multicultural Society, Board of School Trustees, District No. 41 - Burnaby, Burnaby Information and Community Services Society, Comitato Attivita Scholastiche Italiane and Organization for Assistance and Services to Italians, St. Leonard's Youth and Family Services Society, Burnaby/New Westminster Child Care Support Program, Scouts Canada - Burnaby Region, Burnaby Association for the Mentally Handicapped, Voices for Survivors Support Society, Deaf Children's Society of B.C., St. Matthews Day Care Society, Canadian Mental Health Association, Canadian Red Cross Society and St. John Council for British Columbia Properties.

The Council of the City of Burnaby ENACTS as follows:

1. This Bylaw may be cited as **BURNABY LEASE AUTHORIZATION BYLAW NO. 2, 1997.**
2. The Council is hereby authorized and empowered to lease City owned property at Burnaby Heights Community Resource Facility legally described as: Lot 65, District Lot 122, Group 1, New Westminster District, Plan 51029 in the form of lease attached hereto as Schedule "A" to the Lessees, for the terms and at the monthly rents set out in Schedule "B" and at Edmonds Neighbourhood Resource Centre legally described as: Remainder Blocks 23, 24 and 25, District Lot 30, Group 1, New Westminster District, Plan 3036 in the form of lease attached hereto as Schedule "C" to the Lessees for the terms and at the monthly rents set out in Schedule "D".

3. The City Clerk is hereby authorized and empowered to execute the said lease, signing the same and affixing the corporate seal thereto.

Read a first time this 21st day of JULY 1997

Read a second time this 21st day of JULY 1997

Read a third time this 21st day of JULY 1997

Reconsidered and adopted this 11th day of AUGUST 1997



MAYOR



D/CLERK



PAYING THEREFOR during the term to the Landlord the yearly sum of

(\$ ) of lawful money of Canada payable in advance in equal monthly instalments of

(\$ ) on the first day of each month during the term to the Landlord.

Prior to the commencement of the Term, the Tenant shall provide the Landlord with a series of twelve post dated cheques for the twelve monthly rental payments due under this Lease and, if this Lease is renewed, shall, prior to the commencement of the renewal term, provide the Landlord with sufficient post dated cheques to cover all monthly rental payments during the renewal term.

#### TENANT'S COVENANTS

The Tenant covenants with the Landlord as follows:

1. To pay rent on the days and in the amounts aforesaid.
2. To pay and discharge all property taxes and assessments charged during the term upon or in respect of the premises or upon or payable by the owner or occupier thereof in respect of the premises unless the Tenant is exempt from the payment of property taxes and assessments. It is mutually agreed that under no circumstances shall the Landlord be responsible for the payment of property taxes and the Tenant indemnifies the Landlord therefor.
3. To use the premises as \_\_\_\_\_ and for no other purpose without the prior written consent of the Landlord.
4. To keep the premises in good and tenantable repair. The Landlord will provide general maintenance, janitorial and custodial services for the premises and the common areas. The Tenant will permit the Landlord and its agents with or without workmen and others and with all necessary equipment to enter the premises to undertake general maintenance, janitorial and custodial services as aforesaid and for the purpose of inspecting the premises.

5. Not to assign or sublet or part with possession of the premises without the prior written consent of the Landlord.
6. Not to mortgage or encumber its leasehold interest under this Lease.
7. To yield up and vacate the premises at the end of the term in the same state of repair and condition as at the beginning of the term, fair wear and tear excluded.
8. That the premises shall not be used for any illegal or immoral purpose.
9. Not to make or permit to be made any alteration or addition to the premises without first having submitted a plan or a sufficient written specification thereof to the Landlord or its agent, and obtained its prior written approval.
10. Not to do or cause or permit to be done on the premises or in or about the building anything which is a nuisance or may be an annoyance to other tenants or users of the building by reason of unsightliness or the emission of odours, effluents, dust, fumes, smoke, vibration or noise.
11. To indemnify the Landlord from any and all liabilities, damages, costs, claims, suits or actions arising out 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 premises, including but not limited to, loss, damage or theft to property kept in storage facilities, or
  - (iii) any injury to person or persons, including death resulting at any time therefrom, occurring in or about the premises.

This indemnity shall, where such breach, violation, non-performance, damage to property, injury or death occurs during the term of this Lease, survive termination of the Lease.

12. To insure and keep insured during the term, with such companies and on such forms as are acceptable to the Landlord, at the Tenant's expense:

(a) Comprehensive General Liability

The limits of liability shall not be less than the following:

Bodily Injury Liability	\$2,000,000 each occurrence
Property Damage Liability	\$2,000,000 each occurrence

The Landlord shall be added as an additional named insured under the Comprehensive General Liability insurance.

A cross liability clause shall be made part of the Comprehensive General Liability insurance.

The comprehensive General Liability policy shall provide that it cannot be cancelled, lapsed or materially changed without at least thirty (30) days' notice to the Landlord by registered mail.

(b) Tenant's Legal Liability

The limits of the Tenant's legal liability insurance for damage to the premises shall be not less than \$75.00/square foot of area of the premises (unless the Landlord agrees in writing to accept a lower limit).

(c) Prior to the execution of the within Lease the Tenant shall file with the Landlord a copy of each insurance policy and certificate required.

13. To comply at all times with all applicable Federal and Provincial laws and municipal bylaws and regulations.

14. That in the case the Tenant shall make an assignment for the benefit of creditors or, becoming bankrupt or insolvent, shall take the benefit of any Act that may be in force for the benefit of bankrupt or insolvent debtors, or if a receiving order in bankruptcy shall be made against the Tenant or if the term hereby granted shall be at any time seized or taken in execution or in attachment, then if the Landlord so decides, this Lease shall cease and the term hereby created shall be at an end, anything herein to the contrary notwithstanding, and the full amount of any rent outstanding at that date shall immediately become due and payable and the Landlord may re-enter and take possession of the premises.

#### LANDLORD'S COVENANTS

The Landlord covenants with the Tenant as follows:

15. That the Tenant paying the rent and performing the Tenant's covenants shall peaceably hold the premises during the term without any interference by the Landlord or any person lawfully claiming under it.

To provide at the cost of the Landlord the following services:

(a) custodial care to standards deemed necessary by the Landlord or to such increased standards which may be required by the Tenant in the carrying out of his business in the premises, provided that the cost of maintaining the premises to such increased standards shall be at the cost and expense of the Tenant and shall be paid by the Tenant to the Landlord within thirty (30) days of billing for such service;

(b) Such electricity as is reasonably deemed necessary by the Landlord for the proper carrying out of the Tenant's business;

(c) such heating as is required to provide a temperature range of 19° - 21° during normal operating hours of the Tenant.

PROVISOS

Provided always and it is hereby agreed as follows:

16. If the Tenant remains in possession of the premises after the expiration of the term of this Lease and the Landlord thereafter accepts rent, no new agreement having been entered into between the parties hereto, the Tenant shall be a monthly tenant of the premises at the monthly rent herein mentioned and upon the terms and conditions herein contained so far as they may be applicable to a monthly tenancy.

17. If, during the continuance of this Lease the premises are damaged by fire or other causes, then this Lease shall cease and become null and void at the option of the Landlord from the date of such damage and the Tenant shall immediately vacate and surrender the premises to the Landlord and the Tenant shall be liable for the rent only to the time of such surrender and the Landlord may re-enter or repossess the premises discharged of this Lease and may remove all persons and goods therefrom.

18. The Landlord shall not be liable for personal injury (including death) or for loss or damage to any property of the Tenant or its employees, agents or invitees in the premises or in the building in which the premises are situate however caused.



19. In the event of any breach of this Lease by the Tenant, the Landlord may give the Tenant thirty (30) days' written notice to vacate and at the expiry of thirty (30) days this Lease shall terminate, except for the Tenant's outstanding obligations under this Lease which shall survive termination of the Lease, and the Tenant shall vacate the premises. Save that the Landlord may provide five days' written notice to vacate for failure to pay rent and for any other breach that the Landlord in its sole discretion deems to be of sufficient seriousness as to warrant a reduced notice period.

20. Any excusing, condoning or overlooking by the Landlord of any default, breach or non-observance by a Tenant at any time of any covenant, proviso, condition or regulation in this Lease shall not operate as a waiver of the Landlord's rights hereunder in respect of any subsequent default, breach or non-observance of terms of this Lease and shall not defeat or affect in any way the Landlord's rights in respect of any such subsequent default or breach.

21. All notices under this Lease shall be in writing. Any notice to the Tenant shall be sufficiently served if addressed to the Tenant at the premises. Any notice to the Landlord shall be sufficiently served if mailed or delivered to the Landlord at the address set out as the Landlord's address at the beginning of this Lease.

22. The Tenant acknowledges that no representations as to condition of the premises have been made to it by the Landlord or its agent.

23. Wherever the singular or masculine are used in this Lease, they shall be construed as meaning the plural or feminine or body corporate where the context or the parties hereto so require.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed the day and year first above written.

THE CORPORATE SEAL OF THE CITY OF BURNABY WAS HEREUNTO AFFIXED IN THE PRESENCE OF:

\_\_\_\_\_  
City Clerk - Authorized Signatory

SIGNED, SEALED AND DELIVERED BY THE TENANT IN THE PRESENCE OF:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Signature of Tenant

\_\_\_\_\_  
Address

\_\_\_\_\_  
Occupation

or, if the Tenant is a Corporation

THE CORPORATE SEAL OF THE TENANT WAS HEREUNTO AFFIXED IN THE PRESENCE OF ITS AUTHORIZED SIGNATORY:

\_\_\_\_\_  
Name:

**SCHEDULE "B"**  
(Burnaby Heights Community Resource Centre)

LESSEE	ROOM(S)	TERM	MONTHLY RENT
Voices for Survivors Support Society	27A	1 year from January 1/1997	\$302.33
Burnaby Multicultural Society	Staffroom and 29	"	\$1,636.33
Burnaby Family Life Institute	19, 19A, 19B, 28, 30,32 and 37	"	\$3,883.66
B.C. Amateur Boxing Association	Office space in gymnasium	"	\$172.00
Burnaby Seniors Outreach Services Society	27B	"	\$253.66
Burnaby Volunteer Centre	14, 23 and stockroom	"	\$1,031.58
Board of School Trustees District 41	12, 13, 21, 22, 23A, 23B and 24	"	\$2,399.75
Burnaby Information and Community Services Soc.	16 and 18	"	\$1,734.58
Comitato Attivita Scolastiche Italiane and Organization for Assistance and Services to Italians	25A, 25B, 26A and 26B	"	\$1,233.50

<b>LESSEE</b>	<b>ROOM(S)</b>	<b>TERM</b>	<b>MONTHLY RENT</b>
<b>LESSEE</b>	<b>ROOM(S)</b>	<b>TERM</b>	<b>MONTHLY RENT</b>
St. Leonard's Youth & Family Services Society	31	"	\$594.00
Burnaby/New Westminister Child Care Support Program	33	"	\$816.66
Scouts Canada - Burnaby Region & BC/Yukon Region	34, 35 and 36	"	\$2,449.91
Burnaby Association for the Mentally Handicapped	Metalwork shop, woodwork shop, lunchroom, kitchen and I.E. shop	"	\$4,035.58

SCHEDULE "C"

THIS LEASE made as of the      day of              199 .

BETWEEN:

CITY OF BURNABY  
4949 Canada Way, Burnaby, B.C. V5G 1M2

(hereinafter called the "Landlord")

OF THE FIRST PART

AND:

(hereinafter called the "Tenant")

OF THE SECOND PART

WITNESSES:

In consideration of the rents reserved and the covenants and agreements herein contained on the part of the Tenant, its heirs, executors, administrators, successors and assigns, the Landlord hereby leases to the Tenant, office space (herein called the "premises") as identified on sketch attached hereto as Schedule "A", located at Edmonds Neighbourhood Resource Centre, Burnaby, British Columbia (herein called the "Building"), on lands legally described as Lot 1, D.L. 30, Gp. 1, NWD, Plan LMP \_\_\_\_\_, for a term of one year, commencing January 1, 1997. Notwithstanding the grant of a one year term, it is mutually understood and agreed that the Tenant may terminate this lease upon one month's written notice to the Landlord, to take effect on the last day of a rental month, and the Landlord may terminate this lease upon three months' written notice to the Tenant.

PAYING THEREFOR during the term to the Landlord the yearly sum of

(\$ ) of lawful money of Canada payable in advance in equal monthly instalments of

(\$ ) on the first day of each month during the term to the Landlord.

Prior to the commencement of the Term, the Tenant shall provide the Landlord with a series of twelve post dated cheques for the twelve monthly rental payments due under this Lease and, if this Lease is renewed, shall, prior to the commencement of the renewal term, provide the Landlord with sufficient post dated cheques to cover all monthly rental payments during the renewal term.

#### TENANT'S COVENANTS

The Tenant covenants with the Landlord as follows:

1. To pay rent on the days and in the amounts aforesaid.
2. To pay and discharge all property taxes and assessments charged during the term upon or in respect of the premises or upon or payable by the owner or occupier thereof in respect of the premises unless the Tenant is exempt from the payment of property taxes and assessments. It is mutually agreed that under no circumstances shall the Landlord be responsible for the payment of property taxes and the Tenant indemnifies the Landlord therefor.
3. To use the premises as \_\_\_\_\_ and for no other purpose without the prior written consent of the Landlord.
4. To keep the premises in good and tenantable repair. The Landlord will provide general maintenance, janitorial and custodial services for the premises and the common areas. The Tenant will permit the Landlord and its agents with or without workmen and others and with all necessary equipment to enter the premises to undertake general maintenance, janitorial and custodial services as aforesaid and for the purpose of inspecting the premises.

5. Not to assign or sublet or part with possession of the premises without the prior written consent of the Landlord.

6. Not to mortgage or encumber its leasehold interest under this Lease.

7. To yield up and vacate the premises at the end of the term in the same state of repair and condition as at the beginning of the term, fair wear and tear excluded.

8. That the premises shall not be used for any illegal or immoral purpose.

9. Not to make or permit to be made any alteration or addition to the premises without first having submitted a plan or a sufficient written specification thereof to the Landlord or its agent, and obtained its prior written approval.

10. Not to do or cause or permit to be done on the premises or in or about the building anything which is a nuisance or may be an annoyance to other tenants or users of the building by reason of unsightliness or the emission of odours, effluents, dust, fumes, smoke, vibration or noise.

11. To indemnify the Landlord from any and all liabilities, damages, costs, claims, suits or actions arising out 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 premises, including but not limited to, loss, damage or theft to property kept in storage facilities, or

(iii) any injury to person or persons, including death resulting at any time therefrom, occurring in or about the premises.

This indemnity shall, where such breach, violation, non-performance, damage to property, injury or death occurs during the term of this Lease, survive termination of the Lease.

12. To insure and keep insured during the term, with such companies and on such forms as are acceptable to the Landlord, at the Tenant's expense:

(a) Comprehensive General Liability

The limits of liability shall not be less than the following:

Bodily Injury Liability	\$2,000,000 each occurrence
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The Landlord shall be added as an additional named insured under the Comprehensive General Liability insurance.

A cross liability clause shall be made part of the Comprehensive General Liability insurance.

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(c) Prior to the execution of the within Lease the Tenant shall file with the Landlord a copy of each insurance policy and certificate required.



13. To comply at all times with all applicable Federal and Provincial laws and municipal bylaws and regulations.

14. That in the case the Tenant shall make an assignment for the benefit of creditors or, becoming bankrupt or insolvent, shall take the benefit of any Act that may be in force for the benefit of bankrupt or insolvent debtors, or if a receiving order in bankruptcy shall be made against the Tenant or if the term hereby granted shall be at any time seized or taken in execution or in attachment, then if the Landlord so decides, this Lease shall cease and the term hereby created shall be at an end, anything herein to the contrary notwithstanding, and the full amount of any rent outstanding at that date shall immediately become due and payable and the Landlord may re-enter and take possession of the premises.

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(b) Such electricity as is reasonably deemed necessary by the Landlord for the proper carrying out of the Tenant's business;

(c) such heating as is required to provide a temperature range of 19° - 21° during normal operating hours of the Tenant.

PROVISOS

Provided always and it is hereby agreed as follows:

16. If the Tenant remains in possession of the premises after the expiration of the term of this Lease and the Landlord thereafter accepts rent, no new agreement having been entered into between the parties hereto, the Tenant shall be a monthly tenant of the premises at the monthly rent herein mentioned and upon the terms and conditions herein contained so far as they may be applicable to a monthly tenancy.

17. If, during the continuance of this Lease the premises are damaged by fire or other causes, then this Lease shall cease and become null and void at the option of the Landlord from the date of such damage and the Tenant shall immediately vacate and surrender the premises to the Landlord and the Tenant shall be liable for the rent only to the time of such surrender and the Landlord may re-enter or repossess the premises discharged of this Lease and may remove all persons and goods therefrom.

18. The Landlord shall not be liable for personal injury (including death) or for loss or damage to any property of the Tenant or its employees, agents or invitees in the premises or in the building in which the premises are situate however caused.

19. In the event of any breach of this Lease by the Tenant, the Landlord may give the Tenant thirty (30) days' written notice to vacate and at the expiry of thirty (30) days this Lease shall terminate, except for the Tenant's outstanding obligations under this Lease which shall survive termination of the Lease, and the Tenant shall vacate the premises. Save that the Landlord may provide five days' written notice to vacate for failure to pay rent and for any other breach that the Landlord in its sole discretion deems to be of sufficient seriousness as to warrant a reduced notice period.

20. Any excusing, condoning or overlooking by the Landlord of any default, breach or non-observance by a Tenant at any time of any covenant, proviso, condition or regulation in this Lease shall not operate as a waiver of the Landlord's rights hereunder in respect of any subsequent default, breach or non-observance of terms of this Lease and shall not defeat or affect in any way the Landlord's rights in respect of any such subsequent default or breach.

21. All notices under this Lease shall be in writing. Any notice to the Tenant shall be sufficiently served if addressed to the Tenant at the premises. Any notice to the Landlord shall be sufficiently served if mailed or delivered to the Landlord at the address set out as the Landlord's address at the beginning of this Lease.

22. The Tenant acknowledges that no representations as to condition of the premises have been made to it by the Landlord or its agent.

23. Wherever the singular or masculine are used in this Lease, they shall be construed as meaning the plural or feminine or body corporate where the context or the parties hereto so require.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed the day and year first above written.

THE CORPORATE SEAL OF THE CITY  
OF BURNABY WAS HEREUNTO  
AFFIXED IN THE PRESENCE OF:

\_\_\_\_\_  
City Clerk - Authorized Signatory

SIGNED, SEALED AND DELIVERED BY THE  
TENANT IN THE PRESENCE OF:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Signature of Tenant

\_\_\_\_\_  
Address

\_\_\_\_\_  
Occupation

or, if the Tenant is a Corporation

THE CORPORATE SEAL OF THE TENANT WAS  
HEREUNTO AFFIXED IN THE PRESENCE OF  
ITS AUTHORIZED SIGNATORY:

\_\_\_\_\_  
Name:

**SCHEDULE "D"**  
(Edmonds Neighbourhood Resource Centre)

LESSEE	ROOM(S)	TERM	MONTHLY RENT
Deaf Children's Society of B.C.	200 and 201	1 year from Jan. 1, 1997	\$1,770.91
Board of School Trustees District 41	202 and 209	"	\$1,159.25
Burnaby Family Life Institute	104 and 203	"	\$1,161.58
St. Leonard's Youth & Family Services Society	210	"	\$269.91
St. Matthews Day Care Society	103, north end of lower level and outdoor playground area	"	\$4,068.50
Canadian Mental Health Association	109	"	\$1,164.66
Canadian Red Cross Society	105 and 106	"	\$1,160.00
Burnaby Association for the Mentally Handicapped	204 and 205	"	\$1,158.41
St. John Council for British Columbia Properties	206 and 207	"	\$1,570.66