

CITY OF BURNABY

BYLAW NO. 9971



A BYLAW to authorize the granting of leases of certain City owned property to Burnaby Information and Community Services Society and Burnaby Family Life Institute

The Council of the City of Burnaby ENACTS as follows:

1. This Bylaw may be cited as **BURNABY LEASE AUTHORIZATION BYLAW NO. 2, 1993.**
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 to each of Burnaby Information and Community Services Society and Burnaby Family Life Institute in the forms of lease hereunto annexed as Schedules "A and "B" respectively (hereinafter called the "said leases").
3. The City Clerk is hereby authorized and empowered to execute the said leases, signing the same and affixing the corporate seal thereto.

Read a first time this 1st day of NOVEMBER 1993  
Read a second time this 1st day of NOVEMBER 1993  
Read a third time this 1st day of NOVEMBER 1993

RECONSIDERED AND ADOPTED THIS 8th DAY OF NOVEMBER 1993

  
MAYOR  
  
CLERK

SCHEDULE "A"

THIS LEASE made as of the 1st day of October, 1993

BETWEEN:

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

(hereinafter called the "Landlord")

OF THE FIRST PART

AND:

BURNABY INFORMATION AND COMMUNITY SERVICES SOCIETY  
c/o Room 16, 250 Willingdon Avenue  
Burnaby, B.C. V5C 5E9

Attention: Muriel Ferrari, Executive Director

(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, his heirs, executors, administrators 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 Burnaby Heights School, Burnaby, British Columbia, on lands legally described as Lot 65, District Lot 122, Group 1, New Westminster District, Plan 51029, for a term of three (3) months, commencing October 1, 1993. Notwithstanding the grant of a three month 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 SIX THOUSAND NINE HUNDRED AND FIVE DOLLARS AND SIXTY CENTS ( \$6,905.60 ) of lawful money of Canada payable in advance in equal monthly instalments of FIVE HUNDRED AND SEVENTY-FIVE DOLLARS AND FORTY-SEVEN CENTS (\$ 575.47 ) on the first day of each month during the term to the Landlord.

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 office/program delivery space 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 his 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. 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.

11. 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	\$1,000,000 each occurrence
Property Damage Liability	\$1,000,000 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 - \$25,000

It is understood and agreed that the City waives all rights of subrogation against the Tenant with respect to any damage howsoever caused to Burnaby Heights School in excess of \$25,000.

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

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

13. 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 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:

14. 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<sup>0</sup> - 21<sup>0</sup> during normal operating hours of the Tenant.

PROVISOS

Provided always and it is hereby agreed as follows:

- 15. 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.

16. 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.

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

18. 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.

19. 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.

20. 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.

21. The Tenant acknowledges that no representations as to condition of the premises have been made to him by the Landlord or his agent.

22. 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.

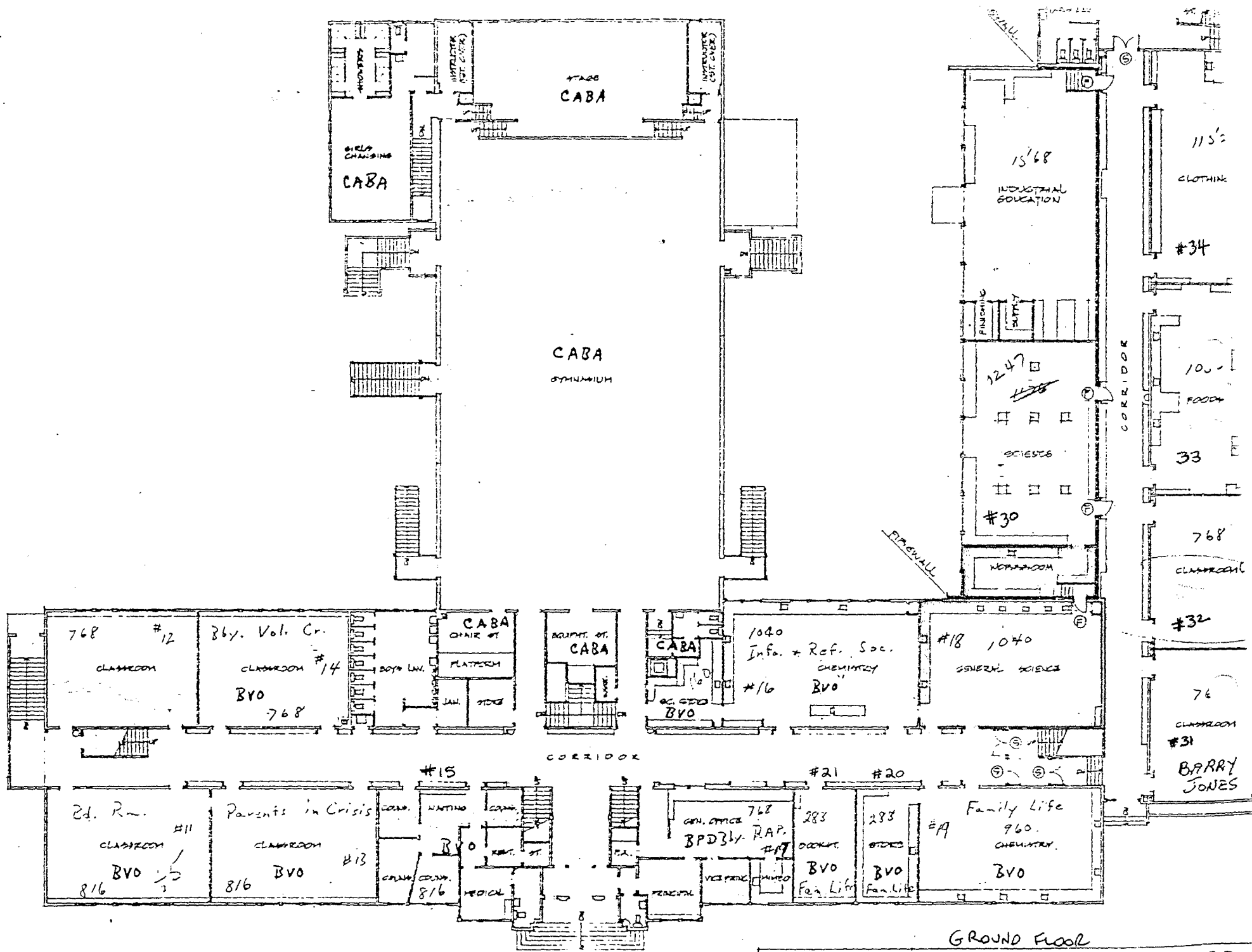
THE CORPORATE SEAL OF THE CITY OF BURNABY WAS HEREUNTO AFFIXED IN THE PRESENCE OF:

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

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

*M. Jensen*  
\_\_\_\_\_  
Name *16-250 Wallingdon / Bly*  
\_\_\_\_\_  
Address *D.*  
\_\_\_\_\_  
Occupation

SCHEDULE "A"



GROUND FLOOR

GRAND PLAN SHEET NO. 4  
 SCALE: 1/8" = 1'-0"  
 DRAWN: L.G.T. JULY 1958  
 REVISED: A.L.S. ON NOV. 01,  
 1959 BY L.G.T.

BURNABY SCHOOL BOARD  
 BURNABY HEIGHTS JUNIOR SEC. SCH.

SCHEDULE "B"

THIS LEASE made as of the 1st day of October, 1993

BETWEEN:

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

(hereinafter called the "Landlord")

OF THE FIRST PART

AND:

BURNABY FAMILY LIFE INSTITUTE  
Room 32, 250 Willingdon Avenue  
Burnaby, B.C. V5C 5E9

Attention: Jeanne Fike, Executive Director

(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, his heirs, executors, administrators 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 Burnaby Heights School, Burnaby, British Columbia, on lands legally described as Lot 65, District Lot 122, Group 1, New Westminster District, Plan 51029, for a term of three (3) months, commencing October 1, 1993. Notwithstanding the grant of a three month 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 FIVE THOUSAND EIGHT HUNDRED AND EIGHTY-THREE DOLLARS AND EIGHTY-FOUR CENTS

( \$5,883.84 ) of lawful money of Canada payable in advance in equal monthly instalments of

FOUR HUNDRED AND NINETY DOLLARS AND THIRTY-TWO CENTS

( \$ 490.32 ) on the first day of each month during the term to the Landlord.

#### TENANT'S COVENANTS

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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 office/counselling space 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 his 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. 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.

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

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

13. 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 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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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:

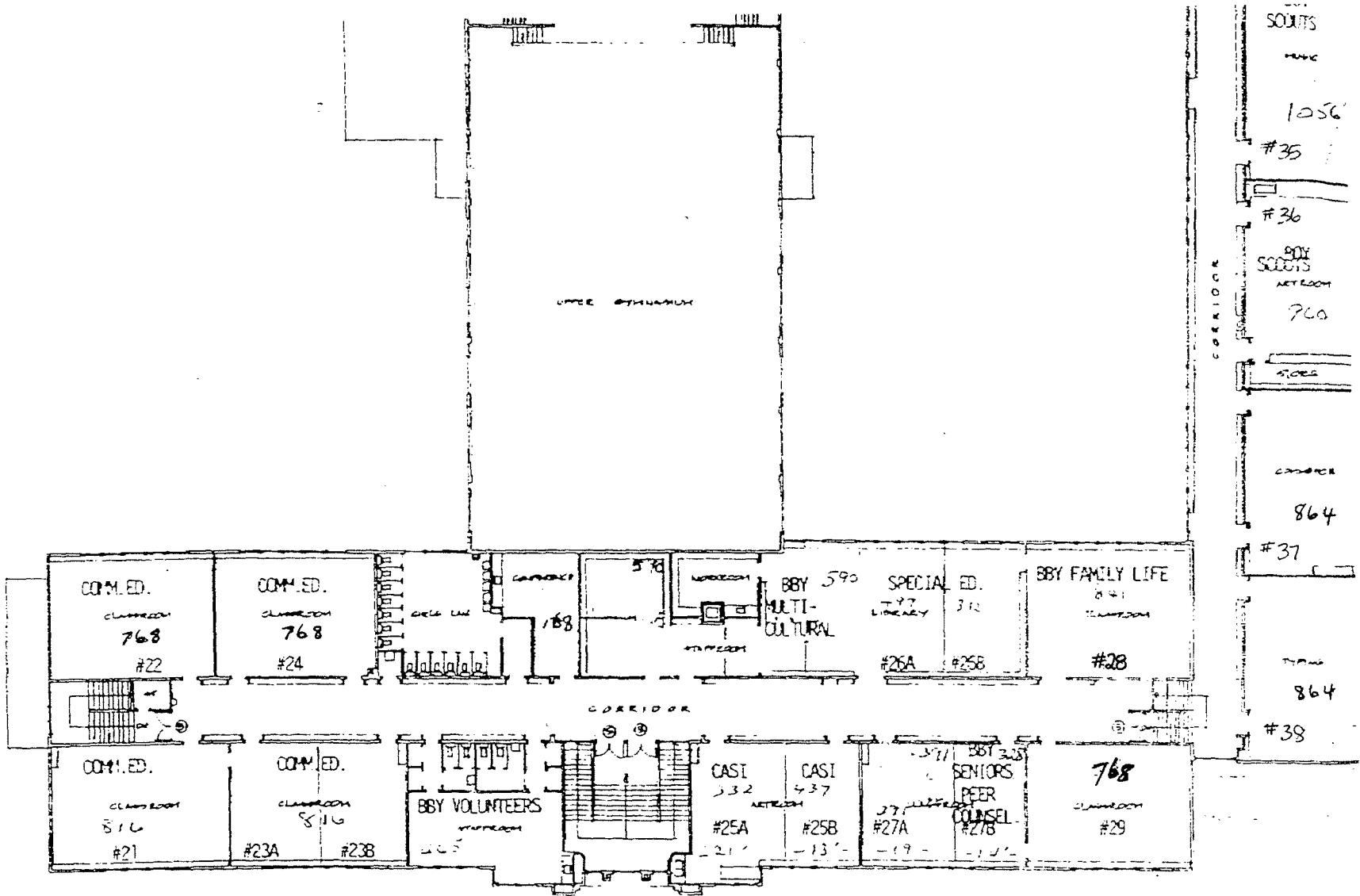
Name

Address

Occupation

*James Fike*  
# 32 - 250 Willingdon Ave.  
Burnaby, B.C. V5C 5E9  
Executive Director

SCHEDULE "A"



UPPER FLOOR

UPPER FLOOR NO. 4024  
 SCALE 1/8" = 1'-0"  
 DRAWN BY J. J. JULY 1968  
 CHECKED BY J. J. JULY 1968

BURNABY SCHOOL BOARD  
 BURNABY HEIGHTS JUNIOR SSC SCHOOL