

CAO APPROVAL NOTICE

The Chief Administrative Officer approved the following recommendation:

CAO5054

APPROVED – April 29, 2019

1. THAT the lease agreement between The Corporation of the City of Windsor and Sunshine Forcier for 3277 Sandwich Street, Unit #8, as approved under delegation of authority (CAO 4607), **BE TERMINATED** effective April 30, 2019.

2. THAT **APPROVAL BE GIVEN** pursuant to the Delegation of Authority By-Law Number 208-2008, section 1.30, as amended, for a new lease agreement between The Corporation of the City of Windsor and Sunshine Forcier and Patrick Hansor for 3277 Sandwich Street, Unit #16, which is part of Mackenzie Hall Cultural Centre, in accordance with the following terms:

BASIC TERMS:

- | | |
|----------------------------|---|
| a) Tenants | Sunshine Forcier and Patrick Hansor |
| b) Tenants' Address | 3277 Sandwich Street, Unit #16, Windsor ON N9C 1A9 |
| c) Commencement Date | May 1, 2019 |
| d) Term | Six (6) Months |
| e) Termination Date | October 31, 2019 |
| f) Leased Premises | 3277 Sandwich Street, Unit #16, Windsor ON N9C 1A9 |
| g) Area of Leased Premises | Usable Space: 693 sq ft
Common Space: 243.31 sq ft
Total Space: 936.31 sq ft |
| h) Annual Gross Rent | \$7,490.48, plus HST |
| i) Monthly Gross Rent | \$ 624.21, plus HST |
| j) Security Deposit | None |
| k) Land Taxes | Included in gross rent |

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- l) Utilities** Included in gross rent (hydro, gas and water)
- m) Permitted Use** Office Space / Social Work
- n) Insurance**
 - General Liability Insurance
 - Minimum Limit \$2,000,000.00
 - Tenant's Legal Liability Insurance
 - Minimum Limit \$300,000.00
 - The Corporation of the City of Windsor to be listed as Additional insured and 30 days' notice of cancellation
- o) Overholding Rental** \$1,248.42 per month, plus HST
- p) Renewal** None
- q) Guarantor** None
- r) Special Provisions:**
 - the
 - In the event the Tenants wish to extend their Lease of Leased Premises, the Tenants shall give notice of such intent to the Landlord no later than thirty (30) days prior to the expiration of the Term
 - The parking lot located south of the Mackenzie Hall Cultural Centre is not owned by the City, nor does it form part of the Leased Premises or Mackenzie Hall lands. The Tenant acknowledges that said parking lot may not be available for use by the patrons and tenants of Mackenzie Hall in the future
 - The Tenants agree to grant the Landlord and/or its contractors, agents, employees, access to the Mechanical Room situated within the Leased Premises, upon reasonable notice and at mutually agreeable times, for the purpose of maintenance and or repair to any and all equipment within the Mechanical Room. In the event of an emergency, the Landlord and/or its contractors, agents, employees may access the Mechanical Room situated within the Leased Premises at any time without notice.

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3. THAT the Chief Administrative Officer and City Clerk **BE AUTHORIZED** to sign a Lease Agreement, to be satisfactory in form to the City Solicitor, in content to the Lease Administrator and Executive Director of Recreation & Culture, and in financial content to the City Treasurer.

SR/13029

APPENDICES

Appendix A – By-Law 208-2008, 1.30 (a) ‘City as Lessor’ Leases and/or Assignments.

Appendix B – Floor Plan showing Leased Premises

Internal Distribution

Lease Administrator

Manager of Real Estate Services

City Treasurer

Executive Director of Recreation and Culture

City Solicitor

Chief Administrative Officer

External Distribution