



## OFFICE OF THE CITY CLERK COUNCIL SERVICES

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### CAO APPROVAL

The Chief Administrative Officer approved the following recommendation:

**Report Number: CAO 44/2022**

**Approved: February 24, 2022**

I. THAT the lease agreement between The Corporation of the City of Windsor and Patrick Hansor for 3277 Sandwich Street, Unit #16, as approved under delegation of authority (CAO 12/2022), **BE TERMINATED** effective February 28, 2022.

II. THAT **APPROVAL BE GIVEN** for a lease agreement between The Corporation of the City of Windsor and Patrick Hansor for the lease of 3277 Sandwich Street, Unit #9, which is part of the Mackenzie Hall Cultural Centre, in accordance with the following terms:

#### BASIC TERMS:

|                            |  |
|----------------------------|--|
| a) Tenant                  | Patrick Hansor   |
| b) Commencement Date       | March 1, 2022  |
| c) Termination Date        | February 28, 2023  |
| d) Leased Premises         | 3277 Sandwich Street, Unit #9<br>Windsor, Ontario N9C 1A9                          |
| e) Area of Leased Premises | Usable Space: 186 sq ft<br>Common Space: 65 sq ft<br><b>Total Space: 251 sq ft</b> |
| f) Annual Basic Rent       | \$2,806.18 per year (plus HST)   |
| g) Monthly Basic Rent      | \$ 233.85 per month (plus HST)   |
| h) Security Deposit        | None   |



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- i) **Land Taxes** Included in gross rent
- j) **Utilities** Included in gross rent
- k) **Permitted Use** Office / Meeting Space
- l) **Insurance** General Liability Insurance  
Minimum Limit \$2,000,000  
Tenant's Legal Liability Insurance  
Minimum Limit \$300,000  
The Corporation of the City of Windsor to be listed as an additional insured, include cross liability and 30 days' notice of cancellation
- m) **Overholding Rental** \$467.70, per month, plus HST
- n) **Renewal** One (1) year option to renew upon mutual consent and on the same terms and conditions, save and except rent
- o) **Guarantor** None
- p) **Special Provisions:** 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. Tenant acknowledges that said parking lot may not be available for use by the patrons and tenants of Mackenzie Hall in the future
- Tenant shall comply with the most up-to-date regulations in place under the *Emergency Management and Civil Protection Act*, as amended from time to time, regardless of the frequency of such amendments. Tenant shall also comply with any guidelines and best practices issued by the Province of Ontario or



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any other governing body in relation to limiting the spread of COVID-19

Tenant acknowledges and assumes responsibility for complying with the *Reopening Ontario (A Flexible Response to COVID-19) Act, 2020*, S.O. 2020, c. 17, as may be amended from time to time, and all regulations, rules, and orders issued thereunder, including, without limitation, any masking requirements, physical distancing requirements, capacity limits, and proof of vaccination requirements (the “**COVID Rules**”). Tenant further agrees to indemnify and hold harmless The Corporation of the City of Windsor from any and all liability, fines, loss, claims, demands, costs and expenses arising in any way from any failure to comply with the COVID Rules

In the event Tenant wishes to terminate the lease prior to the Termination Date herein, Tenant shall give Landlord thirty (30) days’ written notice of his intention to terminate

III. 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 the Executive Director of Recreation and Culture, and in financial content to the City Treasurer.

Report Number: CAO 44/2022  
Clerk’s File: APM/14017

*Anna Ciacelli*

Deputy City Clerk/Supervisor of Council Services  
February 25, 2022



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| Lease Administrator  |
| Manager of Real Estate Services  |
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| Executive Director of Recreation & Culture                                     |
| Commissioner, Community Services   |
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