



## Tenancy Agreement

This TENANCY AGREEMENT made the \_\_\_\_\_ between:  
Tomorrow's Legends (the "Landlord") and \_\_\_\_\_ (the "Tenant")

### 1. Tenancy

The Landlord agrees to rent to the Tenant recreational floor space known as Court \_\_ ("the Court"), contained in Legends Arena (the "Arena") on the property with the municipal address 200 Hospital Street, Sydney, Nova Scotia (the "Arena Property"). The Tenant agrees to use the Court primarily for offering programs related to the sport of Basketball and other recreational activities relating to that sport (collectively the "Activity") and for no other purpose, and to use the Court in accordance with all applicable laws. The Tenant will offer the Activity to the general public, primarily youth (the "Members") and may or may not apply fees for the delivery of the Activity. The Court is taken by the Tenant without any representation or warranty of any kind except as specifically contained in this Tenancy Agreement.

### 2. Term

The tenancy created by this Tenancy Agreement shall be a seasonal tenancy, beginning  
\_\_\_\_\_ and ending \_\_\_\_\_

### 3. Rent

- (a) The Tenant agrees to pay the Total Hourly Rent set out below (the "Rent") to the Landlord via E-Transfer to [accounts@tomorrowslegends.org](mailto:accounts@tomorrowslegends.org) or by other means as the Landlord may direct from time to time. The Rent is payable in advance of the Activity also as directed by the Landlord. Acceptance by the Landlord from time to time of other forms of payment is not a waiver of this requirement. Rent paid by someone other than the Tenant is deemed to be rent paid on behalf of the Tenant.

Item	Amount Per Hour
Court	\$ 20.00
Electricity, Heat, Domestic Water	\$ included
<b>Total Hourly Rent</b>	<b>\$ 23.50</b>



- (b) The Hourly Rent is payable in full by e-transfer to the email address noted in section three (3). The Landlord will prepare a rental schedule (the "Schedule") to accompany this TENANCY AGREEMENT in advance of the period recorded in section two (2) of this TENANCY AGREEMENT. The Schedule will be titled Tenant Rental Schedule and will contain the matching period as defined in section two (2) of this TENANCY AGREEMENT;
- (c) The Schedule will be used to determine the **Total Monthly Rent Due** and the **Total Seasonal Rent Payable** to the Landlord by the Tenant;
- (d) The **Total Seasonal Rent Payable** is to be calculated by multiplying the **Total Hourly Rent** by the number of hours being rented within the Season as defined by the period in Section two (2)
- (e) The Schedule may be revised to reflect changes in the rental frequency which is to be reflected in the **Total Seasonal Rent Payable** and made to the Landlord by the Tenant. In the event that payment made by the Tenant does not accurately match the revised Schedule, the Landlord will notify the tenant of the discrepancy in writing. Failure to notify the Tenant does not constitute acceptance of a discount;
- (f) HST is to be applied by the Landlord to the Tenant's rental fees;
- (g) In addition, the Landlord shall be responsible for and shall pay all charges for the following utilities and services: electricity, Internet and applicable property taxes.
- (h) The Tenant shall pay to the Landlord, in addition to the Total Hourly Rent, a service and administration charge in the amount of forty five dollars (\$45) for any payment accepted by the Landlord which the Tenant's bank or financial institution refuses to honour.

#### 4. Automatic Renewal

If the season period defined in section two (2) is less than a calendar year, the Tenant can record an X in the auto renewal box in this section to automatically renew additional season so long that they seasons fall within the same calendar year.

- (a) this TENANCY AGREEMENT applies to all season periods resulting from automatic renewals;
- (b) Rents in accordance to the Schedules can be revised and presented to the Tenant in the form of an invoice without signatures. Schedule payment by the Tenant in full constitutes acceptance of the Schedule;



(c) All Schedules are to be paid to the Landlord by the Tenant prior to the start of the season;

I, the Tenant, am selecting auto renewal with an accompanying rental fee schedules applicable to the renewal period

5. Security Deposit

- (a) Prior to and as a condition of being given possession of the Arena, the Tenant may be required to pay to the landlord an initial security deposit in the amount of \$500.00.
- (b) The Landlord may deduct from the security deposit an amount that is necessary to reimburse the Landlord, first, for the cost of repairing any damage or loss caused by the Tenant, or by any person for whom the Tenant is responsible, to the Arena, flooring, fixtures, fittings or appliances contained therein, or to the Arena or the Arena Property, second, for cleaning or restoring the Arena, third, for the discharge of any other liabilities of the Tenant to the Landlord, fourth, for payment of Rent, and compensation for the use and occupation of the Arena, and fifth, to cover the cost of lost Rent if the Tenancy Agreement is broken without written consent prior to its commencement.

6. Persons for Whom the Tenant is Responsible

The Tenant is responsible hereunder for its Members and for any person or persons who are upon or occupying the Court, the Arena on any part of the Arena Property at the request or acquiescence of the Tenant, either expressed or implied, whether for the purposes of visiting the Tenant, making deliveries, repairs or attending upon the Court or the Arena for any reason, and without limiting the generality of the foregoing, the Tenant is responsible for all members of the Tenant's family, guests, agents, spectators, invitees or other similar persons.

Notwithstanding any specific reference to the Tenant being responsible for such persons in any particular clause, or the lack of any such reference, this TENANCY AGREEMENT shall be interpreted to provide that the Tenant shall be responsible to the Landlord for any failure of the persons for whom the Tenant is responsible hereunder to comply with the terms and conditions of this TENANCY AGREEMENT.



7. The Tenant covenants:

- (a) to pay Rent when due without demand, deduction, abatement or set-off;
- (b) not to use or permit the Court or Arena to be used for any income generating activities that are unrelated to the Tenant's reason for operating as defined in Section 1 of this TENANCY AGREEMENT, and not to exercise or carry on, or permit to be exercised or carried on, in or on the Court, the Arena or the Arena Property, or any part thereof, any trade, business, occupation, calling or illegal act;
- (c) not to do anything or omit to do anything in the Court, the Arena or the Arena Property which impairs the safety of any person in the Arena or on the Arena Property;
- (d) not to permit such number of persons to occupy the Court on a continuing basis where such number is in contravention of any health or safety standards including any public facility standard required by law;
- (e) not to do anything which would negatively affect any policy of insurance covering the Court, the Arena or the Arena Property;
- (f) The Tenant shall not bring or permit any contaminants or noxious, dangerous, flammable or toxic substances to be brought into or upon the Court or any part of the Arena or the Arena Property;
- (g) to deliver over all keys, access cards, and any other entry devices upon termination with no intent to renew, and shall be responsible for all costs and expenses incurred as a result of the failure to so return any such devices;
- (h) not to cause or permit damage to the Court, the Arena or the Arena Property either by the Tenant's wilful or negligent act or omission, or by that of any person whom the Tenant is responsible hereunder;

8. Care of the Arena

- (a) The Tenant covenants and agrees to maintain, keep and leave the Court in an ordinary state of cleanliness and to be responsible for the repair of any damage caused to the Court by his or her wilful or negligent conduct or that of any person for whom the Tenant is responsible hereunder. Garbage shall not be stored or placed by the Tenant outside the Arena unless stowed in a designated garbage storage bin. Subject to as provided below, the Tenant shall pay for any damage to the Court or Arena and the appliances and fittings and fixtures related thereto where such damage is caused by the wilful or negligent conduct of the Tenant, or any person for whom the Tenant is responsible hereunder.



- (b) The Tenant shall not make or permit to be made any alteration to or decoration of the Court, the Arena or the Arena Property, without the prior written consent of the Landlord.
- (c) The Tenant agrees to restore the Court to the same condition as it was in at the beginning of this tenancy, at the Tenant's own expense, on the termination of this tenancy, whether such termination is initiated by the Landlord or the Tenant and under the direction of the Landlord.
- (d) to instruct and permit Members to wear only indoor shoes on the Court floor;
- (e) to limit or even restrict non Members from walking out on to the Court floor without indoor shoes or sock feet. The Landlord recognizes that both Members and non Members may need to walk on the Court floor in order to access spectator seating;
- (f) not to bring on to the Court any major appliance without prior written approval from the Landlord;
- (g) not to bring on to the Court floor any furniture or props that has metal material that would be in contact with the Court floor without prior written approval from the Landlord;
- (h) the Tenant or its Members are permitted to clean the Court flooring;
- (i) the Tenant or its Members is not to use any cleaning products on the Court other than water or an alcohol-based cleaner that is safe and recommended for hardwood floors;
- (j) when cleaning the hardwood floor, to apply on a dry mop or a procedure known as tacking the floor where the use of only a towel dampened with water or an alcohol-based cleaner over a soft push broom;
- (k) no food or beverage is permitted on the Court flooring;
- (l) food or beverages are permitted in the Court but those consuming food and beverage must remain seated away from the Court flooring;
- (m) food and beverages are permitted in the locker rooms and throughout the Arena;
- (n) The toilets, sinks, and other fixtures shall not be used for any purpose other than those for which they are constructed. No sweepings, garbage, rubbish, litter, rags, ashes, other substances or objects shall be thrown therein. The Tenant shall be liable for any damage and repair expenses resulting from misuse or from unusual or unreasonable use by the Tenant or any other person in the Court of any water fixtures including, but not limited



to, any toilet, tub or sink. The water shall not be left running unless in actual use in the Arena.

- (o) The Tenant must observe strict care not to allow windows to remain open so as to admit rain, snow or cold. The Tenant will be responsible to the Landlord for the cost of repairing or replacing any frozen pipes connected therewith, and for any other damage to the Court or the Arena arising from the failure of the Tenant or any other person in the Court to comply with this section.
- (p) The Arena may be equipped with: refrigerator, range/stove, washer, dryer and dishwasher. The Tenant is permitted to properly use the appliances during the term of the tenancy.
- (q) Without limiting the obligations of the Tenant otherwise provided hereunder, the Tenant shall be responsible for and shall promptly pay to the Landlord or repair person on demand:
  - (i) the costs of repairing plugged toilets, sinks and drains from improper use and the cost of damage resulting directly therefrom;
  - (ii) the costs of repairing or replacing all windows, light fixtures, light bulbs that have become damaged from improper use or deliberate damage by the Tenant or any person for whom the Tenant is responsible hereunder.
  - (iii) the costs of any other repairs or replacements to the Arena or to any other property of the Landlord whether on or off the Arena Property, provided that the costs were incurred due to the fault or neglect of the Tenant or any person for whom the Tenant is responsible hereunder.
- (r) During the tenancy the Landlord may have to get something repaired. Some items require regular maintenance. The following are examples of the more common repairs and maintenance items and notes as to who is responsible.

**Landlord Responsibility:**

Flooring - Hardwood floor located in the Court

Equipment - Maintenance and operation of nets, replacement of netting, backboards, rims, officials stands, officials tables, media devices

Plumbing – Plugged Toilets, Plugged Drains, Dripping Taps, Faulty Drain Stoppers, Toilet Parts resulting from normal use



Electric - Lightbulbs, LED lighting

Appliances – Parts Breakage, Fuses, Appliance Bulbs, Knobs, Burners, Filters, Regular cleanings, Major parts failure

Exterior - Screens, Windows, Locks and Doors, Hardware, Extermination, as needed

Garbage - Garbage Removal to curb side, Separation of recyclables and removal to curb side

(s) The Tenant shall give the Landlord prompt notice in the form of an email or by text message of any accident or defects involving water pipes and fixtures, heating apparatus, wiring, electric lights or any other installation or part of the Arena. The Tenant shall permit the Landlord, agents, contractors and employees to enter the Arena from time to time and at all reasonable times for the purpose of making repairs. In the event of a fire in the Arena, the Tenant shall immediately notify the fire department and then the landlord.

(t) The Tenant shall advise the Landlord of any repairs or maintenance required to be done by the Landlord.

The Landlord shall be allowed a reasonable time within which to make necessary repairs or maintenance required by law or under this Tenancy Agreement. The Landlord will not be liable for damages for personal discomfort or any other damages, but the Landlord will carry out repairs with reasonable diligence.

(u) The Tenant shall cooperate fully to permit all repairs, maintenance and improvements to be completed expeditiously, including, but not limited to, preparing the Arena, by removing or relocating personal possessions from specific areas if requested by the Landlord or its authorized agents, facilitating access to the Arena at times convenient to the Landlord's workers and contractors, and otherwise facilitating the completion of the work.

(v) The Landlord is responsible for property maintenance including any lawn care services.

(w) The Landlord is responsible for snow removal from the parking lot and front entrance and any other entrances that may be deemed necessary by insurance policies.

(x) Failure by the Landlord to repair appliances or other items not part of the Court Rent will not result in Rent reimbursement or financial compensation of any kind.



## 9. Right of Entry

The Landlord agrees to rent the Court by granting unsupervised access to the Tenant

- (a) the Tenant is required to carry keys, passcodes, or access cards to unlock the Arena and to gain entry;
- (b) the Tenant is permitted to provide keys, passcodes or access cards to other individuals 19 years or older to serve as representatives of the Tenant (the "Representative"), such as a coach or volunteer;
- (c) the Tenant is responsible for all Representatives in accordance to this TENANCY AGREEMENT;
- (d) the Tenant is not permitted to grant access to a parent or guardian of a Member who is not considered by the Tenant to be a Representative;
- (e) the Tenant is not permitted to grant entry to the Arena to its Members without the Tenant or a Representative being present;
- (f) the Tenant must always lock and secure the Arena whenever leaving the Arena or Arena Property even if it is for a brief period of time;
- (g) the Tenant is not permitted to grant entry to the Arena to the general public;
- (h) the Tenant should device a plan for the safety of its Members and all person or persons for which the Tenant is responsible as described in Section 5 of this TENANCY AGREEMENT, including the locked status of exterior doors while Activity is in progress.
- (i) the Tenant or a Representative cannot lock and secure and leave the Arena with Members remaining inside;
- (j) the Landlord is not responsible for lost or stolen keys or access cards;
- (k) the Landlord is not responsible for granting immediate access as a result of the Tenant or a Representative is not able to gain entry to the Arena as a result of not possessing keys, passcodes or access cards;
- (l) the Tenant is not entitled for Rent reimbursement, credit or compensation in the event the Tenant or a Representative is not able to gain entry to the Arena as a result of not possessing keys, passcodes or access card;





- (m) the Landlord is required to provide Rent reimbursement, credit or compensation in the event the Tenant or a Representative is not able to gain entry to the Arena as a result of the Landlord disabling entry systems and so long that the Tenant is in good standing with the Landlord. The amount of Rent to be reimbursed or credited is based on the hourly rate as set out in this TENANCY AGREEMENT together with hours lost on the Court, plus all applicable taxes;
- (n) in the event the Landlord disables entry systems the tenant has the choice of either cancelling the Rent session or waiting for the Landlord to arrive to grant entry. If the tenant decides to wait for entry the Landlord is not required to provide Rent reimbursement or financial compensation is such entry is granted within 20 minutes of the request. If entry exceeds 20 minutes, the Tenant is still permitted to access the Court at no charge;
- (o) the Tenant acknowledges that the Landlord or any individual or agent representing the Landlord has the right to enter the Arena at any time without consent or notice;
- (p) the Tenant acknowledges that the Landlord or any individual or agent representing the Landlord has the right to enter the Court at any time without consent or notice when the Court is not occupied by the Tenant;
- (q) the Landlord acknowledges that the Landlord or any individual or agent representing the Landlord is not permitted to access the Court while occupied by the Tenant without permission by the Tenant;

#### 10. Locks

The Tenant and anyone permitted access to the Arena by the Tenant shall not change, alter or add any locking device to any door in the Arena without the prior written consent of the Landlord. In the event that the Tenant or any person for whom the Tenant is responsible hereunder locks himself or herself out of the Arena, the Tenant shall be responsible for all costs of re-entry including, but not limited to, locksmith charges and damages howsoever caused.

#### 11. Locker Rooms

Four (4) accessible locker rooms are situated in the Arena and available to players and coaches.

- (a) locker rooms are available at no additional cost to the Tenant on a first come first serve basis;



- (b) the Tenant is encouraged to use one (1) locker room per practice and two (2) locker rooms for game play;
- (c) the Tenant is responsible for entering all locker rooms used by the Tenant or any person for whom the tenant is responsible hereunder at the conclusion of each practice or game to perform a room check;
- (d) the room check is to be performed to make sure all rooms are free from damage and no running water is present;
- (e) the Tenant is responsible for shutting off the water supply to a particular fixture in the event water is continuously running or leaking;
- (f) the Tenant is responsible to notify the Landlord in the event a fixture is leaking water or is out of order;
- (g) the Tenant is to report any damage caused by the Tenant or any person for whom the Tenant is responsible hereunder to the Landlord within 24 hours of when the damage was noticed;
- (h) the Tenant is not permitted to make any alterations or modification to any locker room;
- (i) The Landlord is responsible for the upkeep, cleaning and maintenance of locker rooms;

## 12. Public Washrooms

The Arena is equipped with accessible public washrooms that can be used by anyone;

- (a) the Tenant is responsible for a brief room check when leaving the Arena to make sure all rooms are free from damage and no running water is present;
- (b) the Tenant is responsible for shutting off the water supply to a particular fixture in the event of water continuously running or leaking;
- (c) the Tenant is responsible to notify the Landlord in the event a fixture is leaking water or is out of order;
- (d) The Landlord is responsible for the upkeep, cleaning and maintenance of public washrooms;



### 13. Equipment Storage and Court Amenities

The tenant will be provided with secure storage for its own equipment

- (a) the Tenant will be provided with a segregated storage area exclusively for the Tenant;
- (b) the Tenant will be provided with keys, pass codes or access cards for entry in an out of the Tenant's storage area;
- (c) the Tenant is responsible for storing its equipment after the completion of Activity;
- (d) the Tenant will be provided with keys, passcodes or access cards for lowering and raising basketball nets so it can deliver its Activity;
- (e) the Landlord is not responsible for damaged, lost or stolen equipment owned by the Tenant;
- (f) the Landlord will not provide Rent reimbursement or financial compensation to the Tenant in the event the Tenant is unable to gain entry to the storage area as a result of not possessing keys, passcodes or access card;
- (g) the Landlord will provide Rent reimbursement, credit, or financial compensation to the Tenant in the event the Tenant is unable to gain entry to the storage area as a result of the Landlord or a representative or agent disabling access to the Tenant storage area;
- (h) in the event the Landlord disables entry systems the tenant has the choice of either cancelling the Rent session or waiting for the Landlord to arrive to grant entry. If the tenant decides to wait for entry the Landlord is not required to provide Rent reimbursement or financial compensation is such entry is granted within 20 minutes of the request. If entry exceeds 20 minutes, the Tenant is still permitted to access the Court at no charge;
- (i) the Arena may be equipped with an automated external defibrillator (AED). At the time of preparing this TENANCY AGREEMENT, Canada does not have occupational health and safety (OHS) legislation that specifically requires employers to have AEDs installed in the workplace. However, if an AED exists it can only be used by someone who has been formally trained to operate it by a recognized body or agency;
- (j) the Landlord is not responsible for the Tenant obtaining formal and proper training regarding the use of AEDs;
- (k) the Landlord is responsible for having AEDs inspected and maintained;



14. Arena Space and Multi Purpose Room

- (a) a multi purpose room is located on the upper level of the Arena and is available to the Tenant at no additional charge on an online booking basis at <https://tomorrowslegends.org>;
- (b) the multi purpose room can only be used as a hospitality suite for tournament events, boardroom meetings, temporary meeting space, team video viewing sessions, small team parties, and spectator viewing during game play;
- (c) in the event the multi purpose room is not booked but available the Tenant is permitted to make use of the room for its intended purposes on a first come first serve basis and upon occupancy of the room, the status of the room effectively changes to booked;
- (d) the Tenant is not permitted to instruct any other party occupying the room to vacate the room without the Tenant having a valid booking confirmation number;
- (e) the Tenant agrees that any person for whom the Tenant is responsible is not permitted in the multi purpose room unsupervised;
- (f) the Tenant is not permitted to rent the room to anyone;
- (g) the Tenant is not permitted to allow spectators and the general public to access the room or the Arena without proper supervision;
- (h) the Tenant is not permitted to hold parties or public functions in the multi purpose or the Arena that extends beyond the scope of a team party;

15. Arena Sponsorship

- (a) the Arena may be subject to sponsorship conditions and guidelines imposed by corporate entities and will be enforced by the Landlord;
- (b) Arena sponsorships may preclude specific brand of beverages from entering the building;
- (c) Arena sponsorships may preclude specific food brands from entering the building;
- (d) In the event of the Tenant hosting a special event related to its primary activity such as a youth tournament, Arena sponsorships may preclude specific brands of beverages from being offered as concessions, whether being sold or given away as complimentary;



- (e) In the event of the Tenant hosting a special event related to its primary activity such as a youth tournament, Arena sponsorships may preclude specific food brands from being offered as concessions, whether being sold or given away as complimentary;
- (f) the Tenant is permitted to offer and sell goods such as food and beverages during its Court occupancy time but the Landlord reserves the right to approve all goods being offered for sale or as complimentary;
- (g) the Landlord does not participate in any profit-sharing arrangement with the Tenant when the Tenant is providing food and beverage concessions to its Members and related visitors such as spectators;
- (h) Sponsorship details will be made available to the Tenant prior to special events or tournaments on the Landlord's website via the URL <https://tomorrowslegends.org>;
- (i) if the Tenant wishes to offer sponsorship opportunities for its programming, all potential sponsors must be approved by the Landlord prior to acceptance of a sponsor by the Tenant. An approved sponsor may be subject to conditions and guidelines and Tenants must be made aware prior to acceptance by the Tenant;
- (j) if the Tenant wishes to offer sponsorship opportunities for events or tournaments, all potential sponsors must be approved by the Landlord prior to acceptance of a sponsor by the Tenant. An approved sponsor may be subject to conditions and guidelines and Tenants must be made aware prior to acceptance by the Tenant;
- (k) in special circumstances the Tenant may bring in sponsorship for the Arena and use a percentage of proceeds to its Rent. Such an agreement would be reflected in the accompanying Schedule.

16. Merchandising

- (a) The Landlord is permitted to offer or sell Landlord branded clothing merchandise to the general public within the Arena;
- (b) The Tenant is permitted to offer or sell Tenant branded clothing merchandise to the general public within the Arena;
- (c) The Tenant cannot engage in the offering or selling illegal or unauthorized goods and services;



- (d) The Landlord is not liable or responsible for any potential trademark infringement resulting from merchandizing related activity by the Tenant;
- (e) should The Landlord and Tenant engage in any merchandising partnership agreement, it would fall outside of the scope of this TENANCY AGREEMENT.

#### 17. Exclusivity

This TENANCY AGREEMENT does not offer the Tenant the exclusive right to provide the Activity as defined in Section 1.

The Tenant is not permitted to rent hourly slots without any intent to use those slots but instead renting for the purpose of blocking other entities or organizations from using the slots to offer the same or similar Activity.

#### 18. Vehicles

The use of vehicles, whether the Tenant's or of any person, for whom the Tenant is responsible, shall be governed by the following:

- (a) The Landlord does not offer designated parking;
- (b) The Landlord and Tenant is subject to the terms of use of the parking lot accompanying the Arena, owned and maintained by Cape Breton Regional Municipality, and from time to time may have temporary parking restrictions placed upon the Landlord and Tenant.
- (c) The Tenant is prohibited from charging any fees for parking in the lot accompanying the Arena.
- (d) In operating any vehicle, the Tenant and all persons for whom the Tenant is responsible, shall use only existing roadways and parking areas intended for use by vehicles and shall not operate or park any vehicle on any other part of the Arena Property. For the purpose of this clause, "vehicle" includes trailers, trucks, campers, recreational vehicles, ATV's, snowmobiles, boats, commercial vehicles and motorcycles, as well as private passenger vehicles.
- (e) The Tenant covenants that any vehicle owned by the Tenant or by any person for whom the Tenant is responsible, considered to be abandoned may be removed by the Landlord at the vehicle owner's expense and the Landlord shall not be liable for any charges incurred in connection with such removal.



- (f) Tenants are not permitted to use block heaters for vehicles while parked in the lot accompanying the Arena.
- (g) The Tenant agrees that the Tenant or any person for whom the Tenant is responsible, shall not make any major repairs to any automobile, nor wash any automobile in the lot accompanying the Arena.
- (h) The Tenant agrees that the Tenant or any person for whom the Tenant is responsible, shall not regularly park a vehicle overnight. The Landlord recognizes that occasionally a vehicle may be required to remain parked in the lot accompanying the Arena or on the Arena Property overnight.
- (i) The Landlord is not responsible for any vehicles while parked in the lot accompanying the Arena or on the Arena property.
- (j) The Landlord is not responsible for the theft or damage of vehicles while parked in the lot accompany the Arena or on the Arena property.
- (k) The Landlord is not responsible for any vehicles or persons residing in any vehicles that are involved in a vehicle accident or collision.
- (l) The Tenant is encouraged to promote an idle free zone where no vehicles remain idling while Activity is in session. The Tenant is encouraged to invite parties affiliated with its Members to use the Arena foyer as a waiting area for Activity completion.

#### 19. No Pets

The Tenant covenants and agrees not to bring a pet or other animal, bird, fish or reptile into the Arena or the Arena Property. The Tenant agrees not to permit any pet or other animal to be brought into the Arena or the Arena Property by any person for whom the Tenant is responsible hereunder. Failure by the Landlord to enforce this provision of the Tenancy Agreement does not constitute a waiver of this provision, and the Landlord is not stopped from enforcing this provision at any time. The Tenant acknowledges and accepts full liability for any and all loss or damages that may be caused by the Tenant or any person for whom the Tenant is responsible hereunder bringing or allowing a pet or other animal, bird, fish or reptile to be brought into the Arena or the Arena Property.

#### 20. No Smoking

The Arena and the Arena Property are “no smoking” areas, and neither the Tenant nor any person for whom the Tenant is responsible hereunder may smoke in the Arena or on the Arena Property.



## 21. Smoke Detectors

The Tenant shall not tamper with, adjust or in any way alter the smoke detector(s) supplied by the Landlord in the Arena, including, but not limited to, removal of batteries by the Tenant or disconnecting of electrical wires by the Tenant. The Tenant shall immediately notify the Landlord by email or by text message of any malfunction of any smoke detector, and the Landlord shall service same, subject to the following:

- (a) the Landlord shall provide batteries (if applicable) for each smoke detector at the time the Tenant first occupies the immediately pursuant to this Tenancy Agreement, and thereafter the Tenant shall replace the batteries as needed; and
- (b) The Landlord shall not be responsible for servicing the smoke detector if a malfunction is due to the Tenant tampering with, altering or adjusting the Tenant's smoke detector and, if a malfunction is so caused, the Tenant shall reimburse the Landlord for any expenses incurred by the Landlord to replace or service the smoke detector or related equipment.

## 22. Noise

The Tenant shall not cause or permit noise or interference of any kind which in the opinion of the Landlord or its agents may disturb the comfort or reasonable enjoyment of any other occupant of the Arena or the property adjacent to the Arena, known as the Bi-Centennial Gymnasium. Upon request to discontinue any offensive activity that is brought to the Tenant's attention by the Landlord or its agents, the Tenant shall immediately cease and desist from the conduct or activity giving rise to the noise or interference.

## 23. Inclement Weather

The Landlord does not follow the same policies and guidelines as the regional school board surrounding inclement weather. In the event of inclement weather, the following applies:

- (a) the Landlord reserves the right to close the Arena until weather conditions improve;
- (b) in the event the Landlord deems the Arena closed, the Tenant, Representatives and its Members are not permitted to enter to the Arena;
- (c) in the event the Landlord deems the Arena closed and the Tenant is occupying the Arena at the time, the Tenant, Representatives and its Members must leave the Arena, following the guidelines set out in section 8 of this TENANCY AGREEMENT;





- (d) in the event the Landlord does not deem the Arena closed the Tenant can determine whether or not to carry out its Activity;
- (e) in the event Tenant Activity continues during inclement weather the Landlord bears no added responsibility for the Tenant, its Representatives, or its Members other than what is outlined in this TENANCY AGREEMENT;
- (f) the Tenant is not entitled to Rent reimbursement or financial compensation in the event of inclement weather. The Landlord will make every reasonable effort to provide make up time at no additional cost to the Tenant;

#### 24. Reasonable Enjoyment

The Tenant covenants that the Tenant and any person for whom the Tenant is responsible hereunder will not do anything to the Court, the Arena or to the Arena Property that materially interferes with the reasonable enjoyment of the Arena or the Arena Property by the Landlord or any other tenants, and the Tenant further covenants not to do anything to impair or interfere with the safety or other *bona fide* or lawful rights, privileges or interests of the Landlord. The Tenant shall not use any power tool in the Arena or on the Arena Property without written consent by the Landlord.

#### 25. Liability

The Tenant covenants and agrees that the Landlord shall not, in any event whatsoever, be liable or responsible, to the Tenant or to any other person, in any way for:

- (a) any personal injury or death that may be suffered or sustained by the Tenant or any person for whom the Tenant is responsible hereunder or any other person, including any member of the Tenant's family, any agents or guests, who may be in the Arena or on the Arena Property;
- (b) without limiting the generality of the foregoing, any damages to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the Arena or the Arena Property;
- (c) any damage caused by or attributable to the condition or arrangement of any electrical or other wiring;
- (d) any damage caused by or attributable to any other tenant of the Landlord;
- (e) any damage to or loss of any property left in or on the Arena or the Arena Property subsequent to the Tenant giving up possession of the Arena whether or not said delivery



of possession by the Tenant was voluntary, whether caused or attributable to anything done or omitted to be done by the Landlord or any other tenants of the Landlord, or any other person; or

- (f) any damage to or loss of property incurred by the Tenant or any other person for whom the Tenant is responsible hereunder, as a result of an “Act of God”, including but not limited to the following: severe storm; fire; lightning; flood; infestation of vermin; and insects.

## 26. Insurance and Policies

Both the Landlord and the Tenant are required to carry its own insurance policies along with written policies relevant to the following:

- (a) the Landlord is responsible for carrying its own insurance policy for coverage on the Arena, the Arena contents owned by the Landlord and the Arena Property;
- (b) the Landlord is responsible for carrying its own liability insurance policy for coverage for accidents not related to Tenant Activity involving visitors entering the Arena or the Arena Property;
- (c) although not mandatory, the Tenant is responsible for tenant content insurance for the protection against theft or damage of equipment owned by the Tenant;
- (d) the Tenant must be registered with the Registry of Joint Stock Companies and have its filings in good standing;
- (e) the Tenant must carry liability insurance or obtain liability insurance from a relevant governing body for its Members for coverage on injury or death resulting from Tenant Activity;
- (f) the Tenant must have and maintain a written policy that addresses conflict resolution and includes addressing racism and inclusion in sport relevant to its Activity;
- (g) the Landlord must have a written policy that addresses conflict resolution with tenant and its members;
- (h) the Landlord will have a visitor code of conduct which will be made available online at <https://tomorrow legends.org/thecode> and within the Arena and applicable to all visitors that enter the Arena. Although the Landlord’s Code of Conduct is a living document, hardcopies can be obtained by the Tenant at the time of each renewal and accompany this signed TENANCY AGREEMENT;



- (i) the Landlord is not responsible for issues or conflicts that may arise as a result of the delivery of Activity by the Tenant;
- (j) the Landlord bears no responsibility for actions made by the Tenant or a Representative towards its Members;
- (k) the Landlord reserves the right to investigate allegations made to the Landlord towards the Tenant pertaining to the abuse of its Members. The Landlord recognizes that depending on the allegations made, it may not have the ability to conduct a proper investigation;
- (l) the Landlord reserves the right to terminate this TENANCY AGREEMENT with no financial compensation in the event an investigation into the Tenant is conducted with a written report concluding Member abuse;
- (m) the Landlord recognizes that it may be required by law to contact relevant authorities such as policing bodies or child services agencies in the event an investigation concludes Member abuse;

## 27. Indemnity

The Tenant covenants and agrees to indemnify and hold harmless the Landlord, and the landlord's agents, employees and representatives, from and against any and all losses, damages, claims, costs and expenses arising from or relating to any breach by the Tenant of any representation warranty or covenant contained herein, or any act, omission, neglect or fault of the Tenant.

## 28. General

- (a) The Tenant shall not assign this Tenancy Agreement or the term hereby granted, or any part thereof, or sublet, or part with possession or control of the Court, Arena or part thereof, or leave guests in charge of the Court or Arena, without the prior written consent of the Landlord.
- (b) This Tenancy Agreement and everything in it shall extend to and bind and ensure to the benefit of the heirs, executors, administrators, successors and assigns of the parties. Where there is more than one Landlord or Tenant, the provisions of this Tenancy Agreement shall be read with all necessary grammatical changes.
- (c) Where there is more than one Tenant, all covenants contained in this Tenancy Agreement shall be deemed to be joint and several.



- (d) In addition, and without prejudice to all other remedies of the Landlord, the Landlord may perform or discharge the obligations or liabilities of the Tenant herein contained or arising hereunder and recover the cost thereof from the Tenant as rent in arrears.
- (e) Waiver by the Landlord of any provision of this Tenancy Agreement or any failure by the Tenant to conform to the provisions of this Tenancy Agreement shall not affect the Landlord's rights in respect to any future failure.
- (f) Time shall be of the essence of this Tenancy Agreement.
- (g) If any provision of this Tenancy Agreement is illegal or not enforceable then it or they shall be severable and the balance of this Tenancy Agreement shall remain in full force and effect and be binding on the parties hereto.

#### 29. Tenant Consents

In this section, "I" refers to the Tenant. I consent to the Landlord and its authorized agents collecting information about me, including the information provided herein but also information from any other source, to be used in connection with (i) the Arena (ii) this Tenancy Agreement, or matters arising therefrom, or any renewal or extension thereof, or for (iii) the purpose of tracing my whereabouts if at any time during or after the expiration of this Tenancy Agreement or any renewal or extension of it, I am or become indebted to the Landlord for Rent or any other amount owing pursuant to my obligations arising from this Tenancy Agreement. I consent to the Landlord's disclosing any information about me to its authorized agents in connection with the Arena.

I understand that any questions regarding the collection and use of information about me can be made to the Landlord.

The acknowledgements and consents contained herein are made by each party named as Tenant herein.

#### 30. Tenancy Renewal Option

The Landlord can choose not to renew this TENANCY AGREEMENT for any reason and must provide written notice, prior to the next renewal season that has not yet been renewed, to the Tenant informing the Tenant of the decision not to renew.

The Tenant can choose not to renew this TENANCY AGREEMENT for any reason and must provide written notice prior to the next renewal season that has not yet been renewed to the Landlord informing the Landlord of the decision not to renew.



- FINAL PAGE -

31. Moving

The Tenant shall be liable to the Landlord for any damage caused to the Arena or the Arena Property arising from the moving or vacating the Arena.

32. Move Out/Vacate

At the time of lease termination:

The Court and Arena must be cleaned and restored to original condition with noted exceptions documented in the Arena Inspection Report that accompanies this lease agreement.

All walls must be free of damage not caused by regular wear and tear. All costs associated with wall repairs, by the Landlord or a representative of the Landlord such as contractor, will be deducted from the security deposit refund.

All window screens must remain in the Arena windows. A fee of \$40.00 will be deducted from the security deposit refund for each screen that has been removed.

If damage to the Arena exceeds the total amount of the Tenant's security deposit, the Landlord will charge the Tenant the full amount of repair costs over and above the security deposit amount.

The parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

<b>On behalf of</b> Tomorrow's Legends	On behalf of Insert Name
Signature :	Signature :
Bill Kachafanas, Founder	Name & Title
Date:	Date: