**LEASE AGREEMENT**

**THIS LEASE** MADETHIS \_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

BETWEEN:

**[NAME OF COMMUNITY OF FAITH]**

in the \_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

in the Province of Saskatchewan

Hereinafter called the “Landlord”

AND:

**[LEGAL NAME OF TENANT]**

in the \_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

in the Province of Saskatchewan

Hereinafter called the “Tenant”

**WHEREAS** the Landlord is the registered owner of the lands and premises legally described as:

 Lot XX, Block XX Plan XX Extension XX

as described on Certificate of Title XXXXXXX

 Civic address: [ENTER STREET ADDRESS]

 Hereinafter called the “lands and premises”

**AND WHEREAS** the Landlord has agreed to lease to the Tenant on the lands and premises:

* [DESCRIBE THE MAIN ROOM(S) AVAILABLE EXCLUSIVELY FOR THE TENANT AND WHERE THEY ARE LOCATED WITHIN THE PREMISES]
* [DESCRIBE ANY STORAGE ROOMS AVAILABLE EXCLUSIVELY FOR THE TENANT]
* [DESCRIBE ANY OUTDOOR AREAS OR STRUCTURES AVAILABLE EXCLUSIVELY FOR THE TENANT]

(hereinafter referred to as “the demised premises”),

upon certain terms and conditions.

**NOW THEREFORE THE PARTIES HERETO MUTUALLY COVENANT AND AGREE AS FOLLOWS:**

**RENT AND APPLICABLE TAXES**

1. The Landlord hereby agrees with the Tenant that in consideration of the rents, covenants and agreements herein contained on the part of the Tenant to be paid, observed and performed, the Landlord does hereby demise and lease unto the Tenant for their use and occupation as a [GENERAL PURPOSE OF SPACE; E.G. DAYCARE, ETC.], the demised premises, to hold the said demised premises for a term of LENGTH IN WORDS (LENGTH IN NUMBERS) MONTHS, from the \_\_\_ day of \_\_\_\_\_\_\_\_, 20\_\_\_, and to end on the \_\_\_ day of \_\_\_\_\_\_\_\_, 20\_\_\_, both dates inclusive, and paying therefore to the Landlord, in lawful money of Canada as follows:
2. The sum of **$XXX.00**, from the 1st day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ to the [LAST] day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, payable in advance on the first day of each and every month, the first payment to be made on the 1st day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ and the last payment to be made on the 1st day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, without any deduction or abatement whatsoever;
3. The sum of **$[XXX.00 – USE THIS PARAGRAPH AND SUBSEQUENT PARAGRAPHS IF THE FEE WILL INCREASE BY A SET AMOUNT ANNUALLY; THE TEMPLATE CONTEMPLATES 5 YEARS; IF NOT INCREASING THE FEE ANNUALLY, THEN SIMPLY USE THE FIRST PARAGRAPH, ENSURE THE END DATE IS THE LAST EFFECTIVE DAY OF THE LEASE, AND DELETE THE REMAINING PARAGRAPHS WITHIN THIS SECTION]**, from the 1st day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ to the [LAST] day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, payable in advance on the first day of each and every month, the first payment to be made on the 1st day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ and the last payment to be made on the 1st day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, without any deduction or abatement whatsoever;
4. The sum of **$XXX.00**, from the 1st day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ to the [LAST] day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, payable in advance on the first day of each and every month, the first payment to be made on the 1st day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ and the last payment to be made on the 1st day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, without any deduction or abatement whatsoever;
5. The sum of **$XXX.00**, from the 1st day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ to the [LAST] day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, payable in advance on the first day of each and every month, the first payment to be made on the 1st day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ and the last payment to be made on the 1st day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, without any deduction or abatement whatsoever;
6. The sum of **$XXX.00**, from the 1st day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ to the [LAST] day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, payable in advance on the first day of each and every month, the first payment to be made on the 1st day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ and the last payment to be made on the 1st day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, without any deduction or abatement whatsoever;

PROVIDED FURTHER that the rental amount shall be adjusted by the parties on a monthly prorated basis for any increase in property tax payable by the Landlord as a consequence of this Lease.

1. The Tenant shall pay the rents as contemplated in Clause 1 above at the times and in the manner set forth therein. If the Tenant fails to pay the rents as the same become due, the Tenant shall pay to the Landlord interest at the rate of 12% per annum for the period of time that the rents remain unpaid.
2. The Tenant shall pay any business taxes, rents, charges and license fees assessed or imposed from time to time in respect of the occupancy of the demised premises as and when the same become due and payable.

**SHARED AND AVAILABLE SPACES**

1. **[REVISE THESE SAMPLE PARAGRAPHS TO REFLECT THE SHARED/AVAILABLE SPACES FOR THIS PARTICULAR LEASE; IF THERE ARE NO SHARED/AVAILABLE SPACES, SIMPLY PUT N/A]** The Tenant shall have full access and use of the washrooms adjacent to the demised premises.
2. The Tenant shall, when the following is not being used by the Landlord, have full access and use of the lower hall on the lands and premises, full access and use of the kitchen on the lands and premises, and full access and use of the sanctuary on the lands and premises.
3. The Tenant shall, when the following is not being used by the Landlord, have access and use of the outdoor grounds of the lands and premises for the purposes of picnics and other outdoor activities.
4. The Tenant shall have access and use to the courtyard, being the green space between the upper hall and sanctuary and behind the storage shed, in order to place the Tenant’s playground equipment and for the use of said playground equipment by Tenant.

**SERVICES PROVIDED**

1. **[REVISE THESE SAMPLE PARAGRAPHS TO REFLECT THE SERVICES INCLUDED FOR THIS PARTICULAR LEASE; IF NONE, SIMPLY PUT N/A]** The Tenant shall have full access and use of the photocopier on the land and premises; however the Tenant shall pay to the landlord $0.05 for each page that is copied in black and white, and $0.15 for each page that is copied in colour.
2. The Tenant shall have full access and use to the Landlord’s guest wireless internet.

**INSURANCE RATE INCREASE DUE TO TENANT’S ACTIONS OR OMISSION**

1. The Tenant agrees with the Landlord that nothing shall be done, omitted or permitted by the Tenant, or anyone acting on their behalf, which shall cause the rate of insurance to be increased on the demised premises, and if such rate shall be increased by reason of anything done, omitted or permitted by the Tenant, or anyone acting on their behalf, the Tenant shall pay to the Landlord the amount of such increased rate forthwith upon being requested to pay same by the Landlord.

**INDEMNIFICATION**

1. The Tenant agrees with the Landlord to abide by and comply with the lawful bylaws and the rules and regulations of the municipality or other authority which in any way relate to or affect the demised premises, and to indemnify and save harmless the Landlord from any costs, charges or damages to which the Landlord may be put or suffer by reason of the breach of any bylaw, rules or regulations.
2. The Tenant agrees that the Landlord shall not be liable for any damage on account of, or for any reason whatsoever, to the property of the Tenant, their employees, servants, guests, clients or customers which is or may be at any time on the demised premises or the shared or available spaces, except only where such damage is caused by the negligence of the Landlord or its agents, servants or employees.
3. The parties hereto agree that the Tenant shall indemnify and save harmless the Landlord from and against any and all liability, penalty, damages, expenses and judgments by reason of any injury or claim of injury to person or property of any nature and howsoever caused arising out of the use, occupation and control of the demised premises, as well as any other shared or available spaces when used by the Tenant, or the sidewalks adjacent thereto, by the Tenant at any time during the said Lease, including but not limited to those resulting from any work in connection with any alterations, changes, new construction and demolition. The Tenant is hereby subrogated to any rights of the Landlord against any other party whosoever in connection therewith. The Landlord shall promptly notify the Tenant of any claim asserted against the Landlord on account of such injury or claim of injury to persons or property and shall promptly deliver to the Tenant the original or true copy of any claim or other process, pleadings or notice issued in any suit or other proceedings to assert or enforce any such claim. The Tenant shall have the right to defend any such suit with solicitors of their own selection. The Landlord shall have the right, if it sees fit, to participate in such defence at its’ own expense.
4. The parties hereto agree that, without limiting the effect of any other clause of this Lease, the Landlord shall not be liable for any damage to any property at any time on the said demised premises as well any other shared or available spaces that are in use by the Tenant, or for the theft of any such property, nor shall the Landlord be liable for any escape or leakage of smoke, gasoline, electricity, propane, steam, water, rain or snow howsoever caused, nor for any accident or personal injury to the Tenant, their employees, guests or their customers.

**TENANT’S COVENANTS**

1. The Tenant further covenants with the Landlord as follows:
	1. To keep the demised premises, as well as any other shared or available spaces if the Tenant makes use of them, in a state of neat and tidy condition, at the Tenant’s expense.
	2. To be responsible for such janitorial services as they shall require for the demised premises, as well as for any shared and available spaces if the Tenant makes use of them, and shall see to it that all garbage is disposed of in a proper manner, so as not to create a nuisance to the Landlord.
	3. To place and maintain general public liability and property damage insurance against third party claims for property damage or personal injury incurred through the use of the demised premises or the shared or available spaces by the public in an amount satisfactory to the Landlord, but in any event not less than FIVE MILLION ($5,000,000) DOLLARS and to indemnify and save harmless the Landlord from all claims, suits or actions relating to the business carried on or in the demised premises or the shared or available spaces, and the use thereof by the Tenant, its employees, agents and the public, and the Tenant shall provide proof of such insurance to the Landlord upon request.
	4. To place and maintain tenant’s insurance on the demised premises at the Tenant’s expense and provide proof of same to the Landlord upon request.
	5. To be responsible for insuring all its own chattels and equipment located on the demised premises or the shared or available spaces.
	6. To pay promptly as and when the same fall due, all accounts for labour or materials done or supplied to the Tenant for any leasehold improvements, maintenance, repairs or replacements and shall not cause, suffer or permit any encumbrance, lien or charge to be registered on the lands and premises.
	7. To not assign or sub-let this Lease without having first obtained the consent of the Landlord in writing, which consent may be unreasonably withheld, and to make it a condition of any sale of the Tenant’s business, or part thereof, either by asset sale or share sale, that this Lease, including all terms and conditions contained herein, be assigned to the purchaser and that the purchaser accept and consent to the Lease.
	8. To obey in its occupation of the demised premises or the shared or available spaces all civic, provincial and federal laws or statutes that may be in force from time to time.
	9. To examine the demised premises before taking possession hereunder for the preparation of the leased premises and the installation of all leasehold improvements and Tenant’s fixtures and any such taking of possession shall be conclusive evidence as against the Tenant that at the time thereof the demised premises were in good and satisfactory condition and that all undertakings, if any, of the Landlord and all representations, if any, by the Landlord respecting the condition of the demised premises have been fully satisfied and performed by the Landlord.
	10. To ensure that all outside doors of the lands and premises are locked at all times, to be unlocked only for [INCLUDE ANY EXCEPTIONS TO WHEN THE OUTSIDE DOORS CAN BE LEFT UNLOCKED; *e.g.* “the dropping off and picking up of attendees of the nursery school/pre-school”].
	11. To only use the demised premises and the shared or available spaces as a [GENERAL PURPOSE OF SPACE AS OUTLINED IN CLAUSE 1; E.G. DAYCARE, ETC.].
	12. [INCLUDE THIS IF TENANT IS PAYING FOR UTILITIES; OTHERWISE, CLARIFY OR DELETE] Pay any utilities in relation to the demised premises.

**LANDLORD’S COVENANTS**

1. The Landlord further covenants with the Tenant as follows:
	1. That the Tenant shall have peaceable and exclusive possession and quiet enjoyment of the demised premises, and of the shared and available spaces when they are not being used by the Landlord, during the Term of the Lease.
	2. That the Tenant shall be given by the Landlord a key to the lands and premises.
	3. That the Landlord at its sole cost and expense will perform all repairs to the lands and premises including but not limited to roof maintenance, repairs and replacements (as prudently required, save and except for damage caused by the negligence or intentional acts of the Tenant, its employees, directors, officers, guests, invitees, customers or clients or for damage to the leasehold improvements of the Tenant) including, structural elements of all exterior walls, foundations, load bearing columns and beams, roof support structure and membrane. All maintenance, repairs and or replacements made by the Landlord will be conducted in a manner and at such times as to minimize inconvenience to the Tenant and its customers.
	4. That the Landlord shall insure the building structure and leasehold improvements of the lands and premises against fire and related risks and shall name the Tenant as an additional named insured.
	5. To pay any property taxes associated with the lands and premises.
	6. [INCLUDE THIS IF LANDLORD IS PAYING FOR UTILITIES; OTHERWISE, CLARIFY OR DELETE] Pay any utilities in relation to the lands and premises.

**LEASEHOLD IMPROVEMENTS AND TRADE FIXTURES**

1. The Tenant will not install any leasehold improvements or trade fixtures or otherwise make any alterations to the demised premises without in every such case having first submitted plans and specifications of the proposed alternations to the Landlord and having obtained the prior written consent of the Landlord. The Tenant will perform all such work expeditiously, at its own cost and in a good and workmanlike manner in accordance with all applicable laws. The Tenant will obtain and pay for all required building and occupancy permits in respect of its work. The Tenant will, at its own cost and expense, take out and maintain any additional insurance coverage reasonably required by the Landlord to protect the respective interests of the Landlord and the Tenant during all periods when any such work is being performed.
2. All leasehold improvements will immediately upon their placement become the Landlord’s property without compensation to the Tenant.
3. If the Tenant has paid the rents hereby reserved and performed the covenants herein contained, the Tenant shall have the right at the expiration of this Lease to remove trade fixtures within fifteen (15) days of the termination of the said Lease, and if they are not so removed, they shall become the property of the Landlord.

**OVERHOLDING**

1. The parties hereto agree that if, on termination of the term hereby granted simply by the passage of time, or any renewal thereof, the Tenant holds over the demised premises with the consent of the Landlord and without any express agreement as to a new term, then a tenancy from year to year shall not be created by implication of law, but the Tenant shall be a monthly Tenant only, subject to the terms of this Lease. Such overholding tenancy may be terminated by thirty (30) days’ written notice on the part of either the Tenant or the Landlord.

**DESTRUCTION OF THE DEMISED PREMISES**

1. The parties hereto agree that in the event of partial or total destruction by fire or other casualty of the demised premises, as shall render such demised premises untenantable, the rents hereby reserved shall at once cease to accrue and not become payable until the said demised premises shall be rebuilt or restored to their former condition, and the Landlord shall forthwith rebate to the Tenant the proportionate part of the then current rent paid in advance for the unexpired portion of the month in which such fire or casualty occurs, and the Landlord may repair the said demised premises within ninety (90) days of the happening of such fire or other casualty and failing to do so, or upon complete destruction by fire or other casualty of the building on the said demised premises, the term hereby granted shall cease.

**BREACH OF PROMISE BY TENANT OR LANDLORD**

1. The Tenant hereby agrees with the Landlord that if the rent, or any part thereof, shall be unpaid for thirty (30) days after becoming due and payable, whether the same shall have been formally demanded or not, or if any of the covenants on the part of the Tenant contained in this Lease shall not be performed or observed, provided thirty (30) days’ notice has been given to the Tenant to perform such covenants and same have not been observed or performed within the said thirty (30) day period, then in any such case the full balance of rent hereinbefore reserved shall become due and owing by the Tenant to the Landlord, and it shall be lawful for the Landlord, or any person or persons authorized by it in that behalf, at any time thereafter, to re-enter upon the demised premises, or any part thereof, in the name of the Landlord and thereupon the term hereby created shall be absolutely determined, but without prejudice to any right of action or remedy of the Landlord in respect of any breach of any of the covenants by the Tenant contained in this Lease, and without any re-entry working as a forfeiture of the rent or any other charges already incurred or of any obligation of the Tenant under the provisions hereof and for the performance thereof.
2. The Tenant agrees with the Landlord that if the term hereby granted shall at any time be seized or taken in execution or attachment of any creditor of the Tenant, or if the Tenant shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent, shall take the benefit of any act that may be in force for bankrupt or insolvent debtors, the balance of rent under the term of the Lease hereby granted shall immediately become due and payable and the said term shall immediately become forfeited and void. The Landlord shall have the right to enter the said demised premises and to repossess the same and enjoy same as of its former estate.
3. The Tenant agrees with the Landlord that all of the goods and chattels of the Tenant upon the said demised premises as well on any other shared or available spaces shall be liable to distress and sale in the usual manner for any arrears of rent owing pursuant to the within Lease and none of the said goods and chattels upon the said demised premises as well as on any other shared or available spaces shall be exempt from the distress, seizure and sale for any arrears of rent. For the purpose of making any distress, the Landlord, its’ servants, employees or agents may break open any door and enter the said demised premises at any time after the rent accrues due and the Tenant shall not dispose of or remove any of their goods or chattels from the said demised premises as well as on any other shared or available spaces until all the arrears of rent due to the Landlord shall have been first paid and satisfied.
4. The parties hereto agree that a waiver by one party hereto of any breach of any covenant hereunder by the other party shall not affect or prejudice the rights of such party in respect of any future or other breach of covenant by the other.

**FORCE MAJEURE**

1. Notwithstanding any other provision contained herein, in the event that either the Landlord or the Tenant should be delayed, hindered or prevented from the performance of any act required hereunder by reason of any unavoidable delay, including strikes, lockouts, unavailability of materials, inclement weather, acts of God or any other cause beyond its reasonable care and control, but not including insolvency or lack of funds, then performance of such act shall be postponed for a period of time equivalent to the time lost by reason of such delay. The provisions of this section shall not under any circumstances operate to excuse the Tenant from prompt payment of the rent and/or any other charges payable under this Lease.

**NOTICES**

1. All notices or other communications between the parties under this Lease must be in writing and given to an officer of the receiving party either personally (including by courier) or by electronic mail for each party set out below.

**Landlord:**

[ENTER LANDLORD’S LEGAL NAME AND MAILING ADDRESS]

[ENTER LANDLORD’S EMAIL ADDRESS]

**Tenant:**

[ENTER TENANT’S LEGAL NAME AND MAILING ADDRESS]

[ENTER TENANT’S EMAIL ADDRESS]

All notices or other communications will be considered given when: (a) in the case of personal delivery or delivery by courier, when delivered; (b) in the case of mail, three days after they are postmarked; and (c) in the case of email, at the time specified in a "delivery receipt," regardless of whether a delivery notification was sent by the destination server.

**ENUREMENT**

1. The parties hereto agree that this Lease shall be binding upon and shall enure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns; and the said terms and references thereto in the singular number and neuter gender shall also include the plural number and the feminine and masculine gender, when the context so requires, and all covenants shall be construed as being joint and several.

**TERMINABILITY OF LEASE**

1. The parties hereto agree that the Lease is terminable by the Landlord or Tenant by providing to the other at least sixty (60) days’ written notice effective at the end of the third month following delivery of the said notice.

**EXECUTION IN COUNTERPART**

1. The parties agree that this Lease may be executed in counterparts, each of which so executed shall be deemed to be an original and such counterparts, taken together, shall constitute one agreement. Signatures transmitted via portable document format (PDF) shall be treated as original signatures.

**ENTIRE AGREEMENT**

1. There are no covenants, representations, warranties, agreements or other conditions expressed or implied, collateral or otherwise, forming part of or in any way affecting or relating to this Lease, save as expressly set out or incorporated by reference herein, and this Lease constitutes the entire agreement duly executed by the parties, and no amendment, variation or change to this Lease shall be binding unless the same shall be in writing and signed by the parties.

**SEVERABILITY**

1. If any paragraph or part or parts of an paragraph in this Lease is or is held to be illegal or unenforceable, it or they shall be considered separate and severable from the Lease and the remaining provisions of this Lease shall remain in full force and effect and shall be binding on the Landlord and the Tenant as though such paragraph or part or parts thereof had never been included in this Lease.

IN WITNESS WHEREOF the Landlord has set their hand and seal, this \_\_\_\_\_day of \_\_\_\_\_\_\_\_, 20­­\_\_\_.

[LEGAL NAME OF LANDLORD]

Per:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

IN WITNESS WHEREOF the Tenant has set their hand and seal, this \_\_\_\_\_day of \_\_\_\_\_\_\_\_, 20\_\_\_.

[LEGAL NAME OF TENANT]

Per:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_