



**TOWN OF BLACKFALDS  
STANDING COMMITTEE MEETING  
REQUEST FOR DIRECTION**

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**MEETING DATE:** January 18, 2021

**ORIGINATED BY:** Sean Barnes, Director of Community Services

**SUBJECT:** Cheemo Club Lease Agreement Extension

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**BACKGROUND:**

The Cheemo Club welcomes residents 50+ to join in weekly activities at the Blackfalds Community Centre. The current Cheemo Club lease agreement expired December 31, 2020. With current pandemic restrictions continuing, the Town of Blackfalds and Cheemo Club have agreed to an amendment with a 24-month extension of the current lease.

During the January 28, 2020 Regular Council Meeting, executive members Jeanette Edwards and Daryl Calder presented to Council a list of concerns they have regarding their senior space. They were invited to attend the February 5, 2020 Blackfalds Recreation, Culture and Parks Board meeting to discuss the concerns that were brought up at the council meeting. A sub-committee was created in order for the Cheemo Club and the Town of Blackfalds to get together and discuss the concerns and create some goals in order to make co-existing easier.

The Town of Blackfalds, specifically Cara Kroetsch FCSS Volunteer Programmer and Blackfalds Councillor Will Taylor, have been working closely with the Cheemo Club in building relationships so the municipality can better support the group for future planning opportunities and growth.

The proposed extension was discussed with the Cheemo Club executive members in December, who were in support of the 24-month extension of the current lease.

**DISCUSSION:**

On January 6, 2021, the Cheemo Club Lease Agreement Extension was brought forth to the Recreation, Culture and Parks Board meeting. No concerns regarding the extension were voiced and the Board voted to carry the motion unanimously.

**RES. 05/21**

***Member Shepherd moved that the Recreation, Culture, and Parks Board accept the amended lease agreement and to bring it forward to Council for approval.***

***MOTION CARRIED UNANIMOUSLY***

**FINANCIAL IMPLICATIONS:**

Annually the municipality provides the Cheemo Club with an operating grant of \$1,100.



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**ADMINISTRATIVE RECOMMENDATION:**

1. That the Standing Committee of Council direct Administration to extend the existing Cheemo Club Lease Agreement for an additional 24-month period.

**ALTERNATIVES:** *(other than the recommendation)*

- A) That Council sends this item back to Administration for further discussion

Attachments:

- *Cheemo Club Lease Agreement*

**Approvals:**

Handwritten signature of CAO Myron Thompson.

\_\_\_\_\_  
CAO Myron Thompson

Handwritten signature of the Department Director.

\_\_\_\_\_  
Department Director



THIS AMMENDED LEASE AGREEMENT made this 1st day of September, 2017

To amend January 1<sup>st</sup>, 2012 Lease Agreement

BETWEEN

The **TOWN OF BLACKFALDS**

(Herein after called The Town)

And

The **BLACKFALDS SENIORS CHEEMO CLUB**

(Herein after called The Cheemo Club)

#### **ARTICLE 1 - DEFINITIONS**

- a. "Building," means the Demised Premises comprising of the Blackfalds Seniors Centre home of The Cheemo Club pursuant to the terms of this lease agreement.
- b. "Commencement Date" for this amended agreement means the 1st day of September, 2017.
- c. "Demised Premises" means the property set forth and described in the lease herein.

#### **ARTICLE 2 - THE DEMISE**

- a. Subject to the conditions and agreements hereinafter reserved and contained, The Town does hereby demise and lease unto The Cheemo Club the Demised Premises known as the Multi-Purpose Room at the Blackfalds Community Centre located at 4810 Womacks Road, Blackfalds.

#### **ARTICLE 3 - TERM**

- a. To have and to hold the Demised Premises from the original commencement date for a term of September 1<sup>st</sup>, 2017 and ending December 31, 2020.
- b. An annual review will be held in September for the term of the lease.

#### **ARTICLE 4 - RENT**

- a. Payment of Rent
  - a. During the term as and from the Commencement Date a minimum rent of \$ 39,900.00.
- b. Variation of Rent
  - a. The Cheemo Club acknowledges and agrees that the aforesaid minimum rent payments are based on:  
Square footage rental rates for the term of this Agreement at \$15.96 per square foot.
- c. Goods and Services Tax
  - a. The Cheemo Club is exempt from the Goods and Services Tax.
- d. Examination and Possession
  - a. The Cheemo Club has had possession of the Demised Premises from September 1, 2017.

#### **ARTICLE 5 - THE CHEEMO CLUB COVENANTS**

The Cheemo Club covenants with the Town as follows:

- a. Rent
  - a. To pay the rent in one instalment upon receipt of the annual facility-operating grant from The Town, which shall be not less than the annual rent.
- b. Assignment
  - a. Not to, without leave in writing first had or obtained, assign or sublet or part with the possession of the Demised Premises.
- c. No Nuisance
  - a. Not to do or omit to be done anything in respect of the Demised Premises the doing or omission of which shall be or result in a nuisance.
- d. Insurance
  - a. Provide evidence of insurance for extended coverage and malicious damage insurance, liability insurance covering The Cheemo Club in respect to the Demised Premises and its operation with limits of not less than Two Million (\$2,000,000) Dollars inclusive for injuries to or death of persons to property, and such insurance shall name The Town as an additional insured. Fire insurance on the Demised Premises and on the leasehold improvements and equipment located in the Demised Premises.
- e. Indemnity to The Town
  - a. Unless caused by the negligence of The Town, The Cheemo Club will indemnify and save harmless The Town from and against any and all

liabilities, damages, costs, expenses, causes of action, actions, claims, suits and judgements which The Town may incur or suffer or be 'put to by any reason of or in connection with or arising from;

- b. Any breach, violation or non-performance by The Cheemo Club of any covenant, condition or agreement as set forth in this lease.
- c. Any damage to the property of The Cheemo Club, howsoever occasioned by the condition, use, occupation or maintenance of the Demised Premises.
- d. Any injury to any person, including death, resulting at any time there from occurring in or about the Demised Premises and the lands.
- e. Any wrongful act or neglect by The Cheemo Club.
- f. Inspection
  - a. That during the term any person or persons may inspect the Demised Premises and all parts thereof at all reasonable times on producing a written order to that effect signed by The Town.
- g. Signs
  - a. The Cheemo Club may erect and maintain an identification sign of a type approved and/or designated by The Town and shall not erect or install any signage without first obtaining approval from The Town.
- h. Maintenance and Janitorial
  - a. The Town will maintain at its own expense the interior of the Demised Premises and every part thereof in good order and condition and to make promptly all needed repairs and replacement, reasonable wear and tear and damage of fire, lightning and tempest only excepted, and (without limiting the foregoing) to keep the Demised Premises well painted, clean and in such condition as a careful owner would.
  - b. The Cheemo Club and Town have established the level of service of the janitorial and custodial at time of contract offering.
- i. Liens
  - a. Not to suffer or permit during the term of this lease any builder's or other liens for work, labour, service or materials ordered by The Cheemo Club or for the cost of which The Cheemo Club may in anyway be obligated, to attach to the Demised Premises or any portion thereof, or to any improvements erected upon same, and that whichever and so often, if ever, as any such liens or liens shall be filed or shall attach, The Cheemo Club will within thirty days thereafter either pay the same or procure the discharge thereof by giving the security or in such a manner as is or may be repaired or Permitted by law. The Cheemo Club will indemnify and save harmless The Town from any and all claims in respect to any such work, labour, services or materials.
- j. Use of Demised Premises
  - a. That The Town shall use the Demised Premises as required for operations and for the purpose of operating and conducting Senior's services and The

Cheemo Club at its discretion may offer space to Cheemo Club members for a fee to be determined by The Cheemo Club and paid to The Cheemo Club which must be booked through Guest Services at the Abbey Centre.

- k. Alterations
  - a. Notwithstanding anything contrary in this lease, The Cheemo Club will not make to, or erect in the Demised Premises any installation, alterations, addition or partitions without having received approval of The Town.
  - b. The Cheemo Club will construct any installations, alterations, additions and partitions only in accordance with the approved plans and specifications and in a good and workman like manner and will proceed diligently to completion. Only contractors, subcontractors and trades people approved by The Town will do all such completion.

## **ARTICLE 6 - TOWN COVENANTS**

The Town covenants with The Cheemo Club as follows:

- a. Quiet Enjoyment
  - a. That the Cheemo Club shall and may peaceably and enjoy the said Demised Premises for the term hereby granted without interruption, hindrance or disturbance by The Town or any other person or persons claiming under him.
- b. Repairs
  - a. To repair or replace any part of the building found to be defective by any reason of design, materials, or workmanship.
- c. Parking
  - a. The Cheemo Club will be entitled to the use of any parking area or areas situated within or upon the Demised Premises, provided that such parking areas shall be used at the sole risk of The Cheemo Club.

## **ARTICLE 7 - MUTUAL AGREEMENTS**

And it is hereby agreed between The Town and The Cheemo Club as follows:

- a. Default and Termination
  - a. In case of default or termination without the written consent of The Town then current and the next ensuing three months shall immediately become due and payable, and, at the option of The Town, this lease shall cease and immediately become void, and The Town may re-enter and take possession of the Demised Premises as if The Cheemo Club or any occupant of the Demised Premises were holding over after the expiration of the term without right.
- b. Entry to View Repairs
  - a. The Town may at all reasonable times during the term enter the Demised Premises to inspect the condition thereof.

- c. Exclusion of the Town's Liability
  - a. The Town shall in no event whatsoever be liable or responsible in any way for personal injury or death of any employee or volunteer of The Cheemo Club, or any person who may be upon the Demised Premises, or for the loss or damage or injury to any property belonging to The Cheemo Club or to its employees or to any other person whose property is on the Demised Premises.
- d. Facility Reservation Procedure
  - a. In January, May and September of each year The Cheemo Club will provide The Town with a calendar displaying those periods for which The Cheemo Club has exclusive use of the Demised Premises. The Town will coordinate the reservation of available times through its facility reservation system and will advise The Cheemo Club of all reservations made so as to ensure no duplication. The Cheemo Club will, in turn notify The Town of any additional time reserved beyond that originally provided.  
The Town will provide an annual operating grant of \$1100.00 with a payment of \$550.00 paid to The Cheemo Club every January and June.
    - a. The Town will establish annual Fees and Charges.
    - b. The Town will be responsible for security, the training and issuance of key fobs for entry and exit.
- e. The Town May Pay Taxes or Charges on Default of The Cheemo Club
  - a. If The Cheemo Club fails to pay when due any taxes, rates, insurance premiums, or charges which it has herein covenanted to pay, The Town may pay any such taxes, rates, premiums or charges, and may charge the sums so paid to The Cheemo Club who shall pay them forthwith on demand; The Town, in addition to all other rights, shall have the same remedies and may take the same steps for recovery of all such sums as it might have taken for the recovery of rent in arrears under the terms of this lease; all arrears of rent and any monies by The Town hereunder shall bear interest at the rate of 24% per annum from the time such arrears become due until paid to The Town.
- f. Utilities and Maintenance
  - a. The Town will pay as they become due all charges for public services and utilities, including water, gas electrical power or energy, steam or hot water used in respect of the demised premises and for the fitting, machines, apparatus, meters or other things leased in respect thereof, and for all work or services performed by a corporation or commission in connection with such public services; provided that in the event of any such public services or utilities, the equitable share of The Cheemo Club is to be in the sole and absolute discretion of the Town.
- g. Fixtures
  - a. With the consent of The Town, The Cheemo Club may affix or erect any lawful improvement, fixture or fitting on 'the Demised Premises at The Cheemo Club's own risk and expense.

- h. **Damage to Demised Premises**
  - a. If and whenever the Demised Premises are destroyed or damaged by fire or other casualty against which The Town is insured, so as to be totally unfit for occupancy, rent will abate until the Demised Premises are repaired or rebuilt. If and whenever the Demised Premises are damaged by fire or other casualty against which The Town is insured, and the damage is such that the Demised Premises can be partially used, then until such damage is repaired basic rent will abate by the same proportion as the area of the part of the Demised Premises rendered unfit for occupancy is of the whole of the Demised Premises. The Town with reasonable diligence will repair and restore the Demised Premises unless The Cheemo Club is obliged to repair hereunder.
  - b. If the Demised Premises are damaged or destroyed by any cause whatsoever and if, in the opinion of The Town, reasonably arrived at, the Demised Premises cannot be rebuilt or made fit for the purposes of The Cheemo Club within ninety days of the damage or destruction, The Town, at its option, may terminate this Lease by giving The Cheemo, within thirty days after such damage or destruction, a Notice of Termination and thereupon basic rent will be apportioned paid to the date of the damage or destruction and The Cheemo Club will immediately deliver up possession of the Demised Premises to The Town.
- i. **Interpretation**
  - a. Words importing the singular number only shall include the plural, and vice versa, and words importing the masculine gender shall include the feminine gender, and words importing persons shall include firms and corporations and vice versa.
- j. **Notices**
  - a. Any notice given by The Cheemo Club shall be sufficiently given if mailed by registered mail, postage pre-paid, addressed to The Town.
  - b. Any notice given by The Town shall be sufficiently given if mailed by registered mail, postage pre-paid, addressed to The Cheemo Club.
- k. **Governing Law**
  - a. This Lease will be construed and governed by the laws of the Province of Alberta.

#### **ARTICLE 8 - FURTHER COVENANTS OF THE TOWN**

- a. The Town, so long as The Cheemo Club is not in breach of any of the covenants set forth herein to be performed by The Cheemo Club, shall not sell or otherwise dispose of the Demised Premises or any interest therein to any other third party, without the consent of The Cheemo Club.

IN WITNESS WHEREOF this lease has been executed on the day and year first above written.

**The Town of Blackfalds**

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

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

**The Blackfalds Seniors Cheemo Club**

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

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