



ARNPRIOR
• WHERE THE RIVERS MEET •

EXPRESSION OF INTEREST

Nick Smith Centre Canteen Services

Project #:	EOI-2025-01
Issue Date:	July 23, 2025
Closing Date:	August 15, 2025 @ 11:00am
Address Submissions To:	Graeme Ivory, Director of Recreation Town of Arnprior, 77 James Street Arnprior, ON K7S 1C9
Procurement Officer	Graeme Ivory, Director of Recreation
Last Day for Inquiries	August 8, 2025 @ 4:00 PM

Scope of the Project

The Town of Arnprior (hereinafter referred to as the “Town”) is soliciting an ‘Expression of Interest’ (EOI) for the provision of Canteen Services at the Nick Smith Centre.

Proposals will be reviewed in detail and evaluated by the Town on a consensus basis. The review team reserves the right to clarify any issues during the entire evaluation process. The review team intends to recommend the appointment of the Proponent on the basis of most qualified personnel and “best overall value” to the Town.

Each proposal received will be considered applying the following criteria:

- Experience in similar operations
- Proposed lease payments over the course of the agreement term
- Added value services

Proponents who would like an opportunity to personally review the facility space may contact the Director of Recreation to make arrangements for a site visit at the Nick Smith Centre between the dates of July 24 – August 7, 2025

Contact and Communication

Graeme Ivory, Director of Recreation, is the primary contact to express an interest and for questions during the submission process.

All questions must be received no later than **Friday, August 8, 2025 at 4:00pm EST**.

All submissions must be received no later than **Friday, August 15, 2025 at 11:00am EST**, identifying the Vendor’s name, and indicating “**Nick Smith Centre Canteen Services – EOI-2025-01**”.

Submissions and questions should be emailed to the following:

- Graeme Ivory, Director of Recreation, givory@arnprior.ca.
- Email submission should include the completed Appendix A – Proponent Submission Form

Background

The Nick Smith Centre is Arnprior’s hub for recreation. With two ice surfaces, a 25-meter pool, a large community hall, a community lounge and boardroom – the facility offers something for everyone. The facility opened in 1977 and has seen many upgrades over the years to keep pace with the growth of the community. Currently, the Nick Smith Centre is in the midst of \$7M revitalization project to both its arenas to continue to meet the growing recreational needs of the community it serves.

This recreation complex benefits residents from across Renfrew County serving residents from not only from Arnprior, but also from McNab/Braeside, Mississippi Mills, Greater Madawaska, Renfrew, Horton and the western communities of the City of Ottawa.

Home to a bustling minor hockey and ringette program, the arenas at the Nick Smith Centre are well occupied with hockey, ringette, figure skating, sledge hockey and a variety of hockey and skill development camps and programs. The facility has also serves as the home to the Arnprior Packers of the EOJHL who celebrate their 60th anniversary season in 2024-2025 and the Arnprior Rivermen of the NPSL who have called Arnprior home since 2023.

Beyond the ice surfaces, the Nick Smith Centre delivers a wide variety of programs supporting the physical, social and mental well-being of the youth, families, adults and seniors of Arnprior. From fitness classes and pickleball to swimming lessons and craft fairs, the Nick Smith Centre is the pulse of Arnprior.

The NSC is open 355+ days with both ice surfaces are operational from September through April and at least one ice surface in operation the balance of the year. The Community Pool is also operational for 45+ weeks of the year.

Based on previous years, the Nick Smith Centre hosts the following volume of activities:

- Minor Hockey Games (100+)
- Minor Ringette Games (100+)
- Minor Hockey Tournaments (10)
- Minor Ringette Tournaments (1)
- Adult Hockey Tournaments (2)
- Figure Skating Competitions/Events (1)
- Arnprior Packers Games (22+)
- Arnprior Rivermen Games (10+)
- Craft Fairs (6+)

Over the past four years, the Town of Arnprior has successfully hosted the following major events:

- 2022 Provincial Broomball Championship
- 2023 Ontario Winter Games (Ringette)
- 2025 IIHF World Junior Championship Pre-Competition Camp (Lativa)

Scope of EOI

The Town requests a proposal outlining the following:

- Detailed outline of the proponent's experience in similar operation
- Proposed menu offering (standard menu / special event menu)
- Added value services

- Proposed lease payments (annually) over the course of the agreement terms (minimum 2 years; maximum 3 years).

The proponent must review the draft lease agreement (Appendix B) and be able to meet the terms of service, operating schedule and insurance as outlined.

EOI Process

- The Town will respond to all questions concerning the EOI through email. Answers will be forwarded to all interested parties involved in the EOI process
- The Town reserves the right to meet with select parties at any time to gather additional information.
- The Town reserves the right to revise the EOI prior to the date that submissions are due. All interested parties will be notified of revisions to the EOI via email.
- This EOI does not commit the Town to award a contract. All information submitted in response to this EOI become the property of the Town and public records, and as such, may be subject to public review.
- The Town shall not be liable for any pre-contractual expenses incurred by prospective vendors or selected contractors, including but not limited to costs incurred in the preparation or submission of Quotations.
- The Town reserves the right to select the party, which in its sole judgment best meets the needs of the Town. The lowest proposed cost will not be the sole criterion for recommending the contract award but is an important factor.

Appendix A: Proponent Submission Form

A. Proponent Information

Proponent (Firm Name): _____

Contact Name and Title: _____

Address: _____

Phone Number: _____

Email: _____

Website: _____

B. Proponent Experience

Proponents must outline their relevant experience/qualifications as they relate to the proposed scope of work identified in this EOI and draft lease agreement.

If applicable, provide examples of similar work, and any professional references that can confirm relevant the listed experience/ qualifications.

C. Proposal Detail

Proponents must outline in the detail, how the specific requirements of the EOI and Lease Agreement will be met. Also outlining any added value services.

D. Financial Proposal

Proponents must list the proposed annual rental payment for each year to be paid to the Town of Arnprior by the Proponent.

Annual Rental Payment

Year 1 - October 1, 2025 to September 30, 2026 \$ _____

Year 2 - October 1, 2026 to September 30, 2027 \$ _____

Year 3 - October 1, 2027 to September 30, 2028 (Optional) \$ _____

E. Authorization

The proposal must be authorized by the Proponent with a signature and date. If a corporation, by signing, the Proponent commits that they have the legal ability to bind the corporation.

Proponent Signature

Signature

Date

Appendix B: Draft Lease Agreement

THE CORPORATION OF THE TOWN OF ARNPRIOR

This indenture is dated this **XX** day of August, 2025

BETWEEN:

CORPORATION OF THE TOWN OF ARNPRIOR

A municipality incorporated under the laws of the Province of Ontario

Hereinafter called the “**LANDLORD**”

- and -

XXXXXXXXXXXXXXXXXX

Hereinafter called the “**TENANT**”

In consideration of the rents, covenants and obligations stipulated herein the Landlord and the Tenant have agreed to enter into a Lease of the premises known municipally as 77 James Street, Arnprior Ontario, Canada, K7S 1C9 (the “Property”), for the purposes of concession stand activities, with a space of 360 square feet and more particularly outlined in Schedule A attached (the “Premises”).

1. GRANT OF LEASE

- (1) The Landlord leases the Premises to the Tenant:
 - a. At the Term set forth in Section 2;
 - b. For the Rent set forth in Section 3: and
 - c. Subject to the conditions and in accordance with the covenants, obligations and agreements herein.
- (2) The Landlord covenants that it has the right to grant the leasehold interest in the Premises.

2. PREMISES AND TERM

- (1) The Landlord hereby agrees to lease to the Tenant and the Tenant hereby agrees to lease from the Landlord that portion of the Property being 360 square feet of exclusive dedicated space for the Tenant. The Tenant shall have the exclusive use of that portion of the Property which is noted as Concession stand space (yellow section outlined on **Schedule A**) and shall also have the non-exclusive use of all common areas of the building and the Property. The Tenant shall have occasional use of the Community Hall kitchen (green section outlined on **Schedule A**) for large scale events (i.e. Tournaments) subject to the availability of the Community Hall and its kitchen.
- (2) The Tenant shall lease the Premises for a three (3) year term commencing October 1, 2025 and expiring on September 30, 2028 (the "Term").

3. RENT

- (1) During the Term, the Tenant shall pay to the Landlord annual gross rents of per year, based on 360 square feet of dedicated space, and shall be payable by the following terms:
 - a. For the term October 1, 2025 to September 30, 2026, a gross rent of \$XXXXX +HST payable in monthly instalments of \$XXXX +HST
 - b. For the term October 1, 2026 to September 30, 2027, a gross rent of \$XXXXX +HST payable in monthly instalments of \$XXXX +HST
 - c. For the term October 1, 2027 to September 30, 2028, a gross rent of \$XXXXX +HST payable in monthly instalments of \$XXXX +HST
- (2) Gross Rent means the amounts payable by the Tenant to the Landlord pursuant to this Section but does not include HST.
 - a. Not included in the gross rent is Custodial Services or IT Services.
Note: Access to internet for Point of Sale purposes may be arranged.
 - b. Included in the gross rent are the utilities and use of equipment as outlined in Schedule C.
- (3) All payments made by the Tenant pursuant to this lease shall be delivered to the Landlord at the Landlord's address for service set out in Section 14 or to such other place as the Landlord may from time to time direct in writing.

4. ASSIGNMENT

- (1) The Tenant shall not assign this Lease or sublet the whole or any part of the Premises unless it first obtains the consent of the Landlord in writing, which consent shall not unreasonably be withheld, and the Tenant hereby waives his

right to the benefit of any present or future Act of the Legislature of Ontario which would allow the Tenant to assign this Lease or sublet the Premises without the Landlord's consent.

- (2) The consent of the Landlord to any assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting.
- (3) Any consent granted by the Landlord shall be conditional upon the assignee, sublease or occupant executing a written agreement directly with the Landlord agreeing to be bound by all the terms of this Lease as if the assignee, sublease or occupant had originally executed this Lease as Tenant.
- (4) Any consent given by the Landlord to any assignment or other disposition of the Tenant's interest in this Lease or in the Premises shall not relieve the Tenant from its obligations under this Lease, including the obligation to pay Rent as provided for herein.
- (5) If the party originally entering into this Lease as Tenant, or any party who subsequently becomes the Tenant by way of assignment or sublease or otherwise as provided for in this Lease, is a corporation then:
 - a. the Tenant shall not be entitled to deal with its authorized or issued capital or that of an affiliated company in any way that results in a change in the effective voting control of the Tenant unless the Landlord first consents in writing to the proposed change;
 - b. if any change is made in the control of the Tenant corporation without the written consent of the Landlord then the Landlord shall be entitled to treat the Tenant as being in default and to exercise the remedies stipulated in Section 12 (2) of this Lease and any other remedies available in law;
 - c. the Tenant agrees to make available to the Landlord or its authorized representatives the corporate books and records of the Tenant for inspection at reasonable times.

5. USE

- (1) During the Term of this Lease the Premises shall not be used for any purpose other than as a Concession Stand space without the express consent of the Landlord given in writing and all use of the Premises shall be subject to the Rules and Regulations in Schedule B attached and as the Landlord may reasonably make from time to time.
- (2) The Tenant shall not do or permit to be done at the Premises anything which may:
 - a. constitute a nuisance;
 - b. cause damage to the Premises;

- c. cause injury or annoyance to occupants of neighbouring premises;
 - d. make void or voidable any insurance upon the Premises; or
 - e. constitute a breach of any by-law, statute, order or regulation of any municipal, provincial or other competent authority relating to the Premises.
- (3) The Tenant shall be responsible for the supply and installation of its name and identification at the premises, subject to approval of the Landlord.
- (4) The tenant shall follow all applicable Orders, guidelines and protocols agreeing to the terms and conditions as outlined in Schedule D.

6. LANDLORD'S WORK

The Landlord covenants during the term provided for herein, it shall maintain in good order and condition and in a good state of repair, the Common Areas and Facilities of the Centre in accordance with first-class practices and standards, having regard to the type and location of the Centre as a prudent owner and operator.

7. REPAIR AND MAINTENANCE

- (1) The Tenant covenants that during the term of this Lease and any renewal thereof the Tenant shall keep in good condition the Premises including all alterations and additions made thereto, and shall, with or without notice, promptly make all needed repairs and all necessary replacements as would a prudent owner, but the Tenant shall not be liable to effect repairs attributable to reasonable wear and tear, or to damage caused by fire, lightning or storm.
- (2) The Tenant shall permit the Landlord or a person authorized by the Landlord to enter the Premises to examine the condition thereof and view the state of repair at reasonable times:
- a. and if upon such examination repairs are found to be necessary, written notice of the repairs required shall be given to the Tenant by or on behalf of the Landlord and the Tenant shall make the necessary repairs within the time specified in the notice;
 - b. and if the Tenant refuses or neglects to keep the Premises in good repair the Landlord may, but shall not be obliged to, make any necessary repairs, and shall be permitted to enter the Premises, by its servants or agents, for the purpose of effecting the repairs without being liable to the Tenant for any loss, damage or inconvenience to the Tenant in connection with the Landlord's entry and repairs, and if the Landlord makes repairs the Tenant shall pay the cost of them immediately as Rent.
- (3) Upon the expiry of the Term or other determination of this Lease the Tenant agrees peaceably to surrender the Premises, including any alterations or additions made thereto, to the Landlord in a state of good repair, reasonable wear

and tear and damage by fire, lightning and storm only excepted.

- (4) The Tenant shall immediately give written notice to the Landlord of any substantial damage that occurs to the Premises from any cause.

8. ALTERATIONS AND ADDITIONS

- (1) If the Tenant, during the Term of this lease or any renewal of it, desires to make any alterations or additions to the Premises, including but not limited to: erecting partitions, attaching equipment, and installing necessary furnishings or additional equipment of the Tenant's business, the Tenant may do so at its own expense, at any time and from time to time, if the following conditions are met:
- a. before undertaking any alteration or addition the Tenant shall submit to the Landlord a plan showing the proposed alterations or additions and items included in the plan which are regarded by the Tenant as "Trade Fixtures" shall be designated as such on the plan, and the Tenant shall not proceed to make any alteration or addition unless the Landlord has approved the plan, and the Landlord shall not unreasonably or arbitrarily withhold its approval;
 - b. any and all alterations or additions to the Premises made by the Tenant must comply with all applicable building code standards and by-laws.
- (2) The Tenant shall be responsible for and pay the cost of any alterations, additions, installations or improvements that any governing authority, municipal, provincial or otherwise, may require to be made in, on or to the Premises.
- (3) No sign, advertisement or notice shall be inscribed, painted or affixed by the Tenant, or any other person on the Tenant's behalf, on any part of the inside or outside of the building in which the Premises are located unless the sign, advertisement or notice has been approved in every respect by the Landlord.
- (4) All alterations and additions to the Premises made by or on behalf of the Tenant, other than the Tenant's Trade Fixtures, shall immediately become the property of the Landlord without compensation to the Tenant.
- (5) The Tenant agrees, at his own expense and by whatever means may be necessary, immediately to obtain the release or discharge of any encumbrance that may be registered against the Landlord's property in connection with any additions or alterations to the Premises made by the Tenant or in connection with any other activity of the Tenant.
- (6) If the Tenant has complied with its obligations according to the provisions of this lease, the Tenant may remove its Trade Fixtures at the end of the Term or other termination of this Lease and the Tenant covenants that it will make good and repair or replace as necessary any damage caused to the Premises by the removal of the Tenant's Trade Fixtures.

- (7) Other than as provided in paragraph 7 (6) above, the Tenant shall not, during the Term of this Lease or anytime thereafter remove from the Premises any Trade Fixtures or other goods and chattels of the Tenant except in the following circumstances:
- a. the removal is in the ordinary course of business;
 - b. the Trade Fixture has become unnecessary for the Tenant's business or is being replaced by a new or similar Trade Fixture; or
 - c. the Landlord has consented in writing to the removal;
- but in any case the Tenant shall make good any damage caused to the Premises by the installation or removal of any Trade Fixtures, equipment, partitions, furnishings and any other objects whatsoever brought onto the Premises by the Tenant.
- (8) The Tenant shall, at its own expense, if requested by the Landlord, remove any or all additions or improvements made by the Tenant to the Premises during the Term and shall repair all damage caused by the installation or the removal or both.
- (9) The Tenant shall not bring onto the Premises or any part of the Premises any machinery, equipment or any other thing that might in the opinion of the Landlord, by reason of its weight, size or use, damage the Premises or overload the floors of the Premises, and if the Premises are damaged or overloaded the Tenant shall restore the Premises immediately or pay to the Landlord the cost of restoring the Premises.

9. INSURANCE

- (1) The Tenant shall obtain and maintain in force during the term of the Agreement a policy or policies of insurance in form, amount and with insurers satisfactory to the Landlord and underwritten by an insurer licensed to conduct business in the Province of Ontario, for the term herein provided covering the Landlord, as its interest may appear, and covering the Tenant with respect to the following:

Commercial General Liability insurance to a limit of liability not less than two million (\$2,000,000.00) dollars per occurrence, inclusive with an aggregate of not less than five million (\$5,000,000.00); The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to:

- i. Non-owned automobile coverage with a limit not less than two million (\$2,000,000.00) and shall include contractual non-owned coverage (SEF 96);
- ii. Products and completed operations coverage;
- iii. Broad form Property Damage; and
- iv. Contractual Liability

- b. Insurance for all contents for the full replacement costs on a broad form basis, including all risks direct damage insurance upon its merchandise, stock-in-trade, furniture, plate glass, fixtures and improvements to the full replacement value;
 - c. Workers' Compensation or similar insurance affording statutory coverage and containing statutory limits, when the Tenant is statutorily so obliged.
 - d. Tenant Legal Liability insurance in an amount equal to the rebuilding cost of the square footage occupied. Rebuilding costs increase annually and this adjustment may have to be reflected on the policy annually.
- (2) Each insurance policy referred to above shall name the Landlord (Town of Arnprior) or anyone designated by the Landlord as additional insured, as their interests may appear and will contain, as appropriate, a waiver of rights of subrogation against the Landlord or others designated by the Landlord, against claims by the Tenant as if the Landlord and Tenant were separately insured.
- (3) Each insurance policy will provide that the policy will not be cancelled by the insurer or the insured without first giving the Landlord thirty (30) days' notice in writing.
- (4) A certified copy of each policy of insurance will be provided to the Landlord, first on the commencement of the Term herein provided, and next on each anniversary of the said date until the Term has expired and the Tenant has vacated the Demised Premises
- (5) The Tenant covenants with the said Landlord that its said business to be so carried on in the said building will not be of such a nature as to increase the insurance risk on the Demised Premises or cause the Landlord to pay an increased rate of insurance premiums on the said Demised Premises by reason thereof and it is distinctly understood that in case said business so carried on by the Tenant is or becomes of such a nature to increase the insurance risk, or causes the Landlord and/or other occupants of the buildings to pay an increased rate of insurance premiums, that the Tenant will from time to time pay to the Landlord the increase amount of insurance premiums which the said Landlord and other occupants of the said building have to pay in consequence thereof, provided that the Tenant covenants that it will not carry on or permit to be carried on any business in the said building which may make void or voidable any insurance held by the Landlord or the other occupants of the said building.

10. INDEMNIFICATION

- (1) The Tenant shall indemnify the Landlord against any and all liabilities, claims, damages, losses and expenses, including all reasonable legal fees and disbursements, arising from:
- a. Any breach by the Tenant of any of the provisions of this Lease;

- b. Any act or omission of any person on the Premises or any use or occupancy of or any things in the Premises;
 - c. Any act or omission of the Tenant or any of its servants, agents, employees, invitees, licensees, sub-tenants, concessionaires, contractors or persons for whom the Tenant is in law responsible on the Premises or elsewhere on or about the Building; or
 - d. Any injury or death of persons, or any loss or damage to property of the Tenant or any of its servants, agents, employees, invitees, licensees, subtenants, contractors or persons for whom the Tenant is in law responsible,
 - e. On the Premises or elsewhere on or about the Building or the Lands.
- (2) Every indemnity, exclusion, release of liability and waiver of subrogation contained in this Lease for the benefit of the Landlord shall extend to and benefit all of the Landlord's servants, agents, employees, and others for whom the Landlord is in law responsible.

11. DAMAGE TO THE PREMISES

- (1) If the Premises or the building in which the Premises are located, are damaged or destroyed, in whole or in part, by fire or other peril, then the following provisions shall apply:
- a. if the damage or destruction renders the Premises unfit for occupancy and impossible to repair or rebuild using reasonable diligence within 120 clear days from the happening of such damage or destruction, then the Term hereby granted shall cease from the date the damage or destruction occurred, and the Tenant shall immediately surrender the remainder of the Term and give possession of the Premises to the Landlord, and the Rent from the time of the surrender shall abate;
 - b. If the Premises can with reasonable diligence be repaired and rendered fit for occupancy within 120 days from the happening of the damage or destruction, but the damage renders the Premises wholly unfit for occupancy, then the rent hereby reserved shall not accrue after the day that such damage occurred, or while the process of repair is going on, and the Landlord shall repair the Premises with all reasonable speed, and the Tenant's obligation to pay Rent shall resume immediately after the necessary repairs have been completed;
 - c. If the leased Premises can be repaired within 120 days as aforesaid, but the damage is such that the leased Premises are capable of being partially used, then until such damage has been repaired, the Tenant shall continue in possession and the Rent shall abate proportionately.

- (2) Any question as to the degree of damage or destruction or the period of time required to repair or rebuild shall be determined by an architect retained by the Landlord.
- (3) Apart from the provisions of Section 11 (1) there shall be no abatement from or reduction of the Rent payable by the Tenant, nor shall the Tenant be entitled to claim against the Landlord for any damages, general or special, caused by fire, water, sprinkler systems, partial or temporary failure or stoppage of services or utilities which the Landlord is obliged to provide according to this lease, from any cause whatsoever.

12. ACTS OF DEFAULT AND LANDLORD'S REMEDIES

- (1) An Act of Default has occurred when:
 - a. the Tenant has failed to pay Rent for a period of 15 consecutive days, regardless of whether demand for payment has been made or not;
 - b. the Tenant has breached his covenants or failed to perform any of his obligations under this lease; and
 - i. the Landlord has given notice specifying the nature of the default and the steps required to correct it; and
 - ii. the Tenant has failed to correct the default as required by the notice;
 - c. the Tenant has:
 - i. become bankrupt or insolvent or made an assignment for the benefit of Creditors;
 - ii. had his property seized or attached in satisfaction of a judgment;
 - iii. had a receiver appointed;
 - iv. committed any act or neglected to do anything with the result that a Construction Lien or other encumbrance is registered against the Landlord's property;
 - v. without the consent of the Landlord, made or entered into an agreement to make a sale of his assets to which the Bulk Sales Act applies;
 - vi. taken action if the Tenant is a corporation, with a view to winding up, dissolution or liquidation.
 - d. any insurance policy is cancelled or not renewed by reason of the use or occupation of the Premises, or by reason of non-payment of premiums;
 - e. the Premises;
 - i. become vacant or remain unoccupied for a period of 30 consecutive days; or

- ii. are not open for business on more than thirty (30) business days in any twelve (12) month period or on any twelve (12) consecutive business days (unless dates approved by the Director of Recreation);
- iii. are used by any other person or persons, or for any other purpose than as provided for in this lease without the written consent of the Landlord.

(2) When an Act of Default on the part of the Tenant has occurred:

- a. the Landlord shall have the right to terminate this Lease and to re-enter the Premises and deal with them as it may choose

(3) If, because an Act of Default has occurred, the Landlord exercises its right to terminate this Lease and re-enter the Premises prior to the end of the Term, the Tenant shall nevertheless be liable for payment of Rent and all other amounts payable by the Tenant in accordance with the provisions of this lease until the Landlord has re-let the Premises or otherwise dealt with the Premises in such manner that the cessation of payments by the Tenant will not result in loss to the Landlord, and the Tenant agrees to be liable to the Landlord, until the end of the Term of this Lease for payment of any difference between the amount of Rent hereby agreed to be paid for the Term hereby granted and the Rent any newtenant pays to the Landlord.

(4) The Tenant covenants that notwithstanding any present or future Act of the Legislature of the Province of Ontario, the personal property of the Tenant during the term of this Lease shall not be exempt from levy by distress for Rent in arrears and the Tenant acknowledges that it is upon the express understanding that there should be no such exemption that this Lease is entered into, and by executing this Lease:

- a. the Tenant waives the benefit of any such legislative provisions which might otherwise be available to the Tenant in the absence of this agreement; and
- b. the Tenant agrees that the Landlord may plead this covenant as an estoppel against the Tenant if an action is brought to test the Landlord's right to levy distress against the Tenant's property.

(5) If, when an Act of Default has occurred, the Landlord chooses not to terminate the Lease and reenter the Premises, the Landlord shall have the right to take any and all necessary steps to rectify any or all Acts of Default of the Tenant and to charge the costs of such rectification to the Tenant and to recover the costs as Rent.

(6) If, when an Act of Default has occurred, the Landlord chooses to waive its right to exercise the remedies available under this Lease or at law the waiver shall not constitute condonation of the Act of Default, nor shall the waiver be pleaded as an estoppel against the Landlord to prevent his exercising its remedies with respect to a subsequent Act of Default. No covenant, term, or condition of this Lease shall be deemed to have been waived by the Landlord unless the waiver is in writing and signed by the Landlord.

13. TERMINATION AT END OF TERM

- (1) The Tenant agrees to permit the Landlord during the last two (2) months of the Term of this Lease to display "For Rent" signs or both at the Premises and to show the Premises to prospective new tenants or purchasers and to permit anyone having written authority of the Landlord to view the Premises at reasonable hours.
- (2) If the Tenant remains in possession of the Premises after the Term of this Lease and if the Landlord then accepts Rent for the Premises from the Tenant, it is agreed that such overholding by the Tenant and acceptance of Rent by the Landlord shall create a monthly tenancy only but the tenancy shall remain subject to all the terms and conditions of this Lease except those regarding the Term.

14. NOTICE

- (1) Any notice required or permitted to be given by one party to the other pursuant to the terms of this lease may be given

To the Landlord at:

The Corporation of the Town of Arnprior
105 Elgin Street West
Arnprior, Ontario
K7S 0A8

To the Tenant at the Premises or at:

NAME
Address

- (2) The above addresses may be changed at any time by giving ten (10) days written notice. Any notice given by one party to the other in accordance with the provisions of this lease shall be deemed conclusively to have been received on the date delivered if the notice is served personally or seventy-two (72) hours after mailing if the notice is mailed.

15. REGISTRATION

The Tenant shall not at any time register notice of or a copy of this Lease on title to the property of which the premises form part without consent of the Landlord.

16. INTERPRETATION

- (1) The 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.
- (2) Unless the context otherwise requires, the word "Landlord" and the word "Tenant" whereby used herein shall be construed to include the executors, administrators, successors and assigns of the Landlord and Tenant, respectively.
- (3) When there are two or more Tenants bound by the same covenants herein contained, their obligations shall be joint and several.

17. LEASE FORMS ENTIRE AGREEMENT

This agreement, including any schedules attached hereto, constitutes the entire agreement between the parties relating to the subject matter hereof, and supersedes all prior agreements, representations, warranties, understandings, conditions or collateral agreements, whether oral or written, express or implied, with respect to the subject matter hereof.

IN WITNESS WHEREOF the parties hereto have executed this Lease.

Signed, Sealed and Delivered this **XX** day of August, 2025

**THE CORPORATION OF THE
TOWN OF ARNPRIOR**

Lisa McGee
Mayor

Kaila Zamojski
Clerk

We have authority to bind the Corporation.

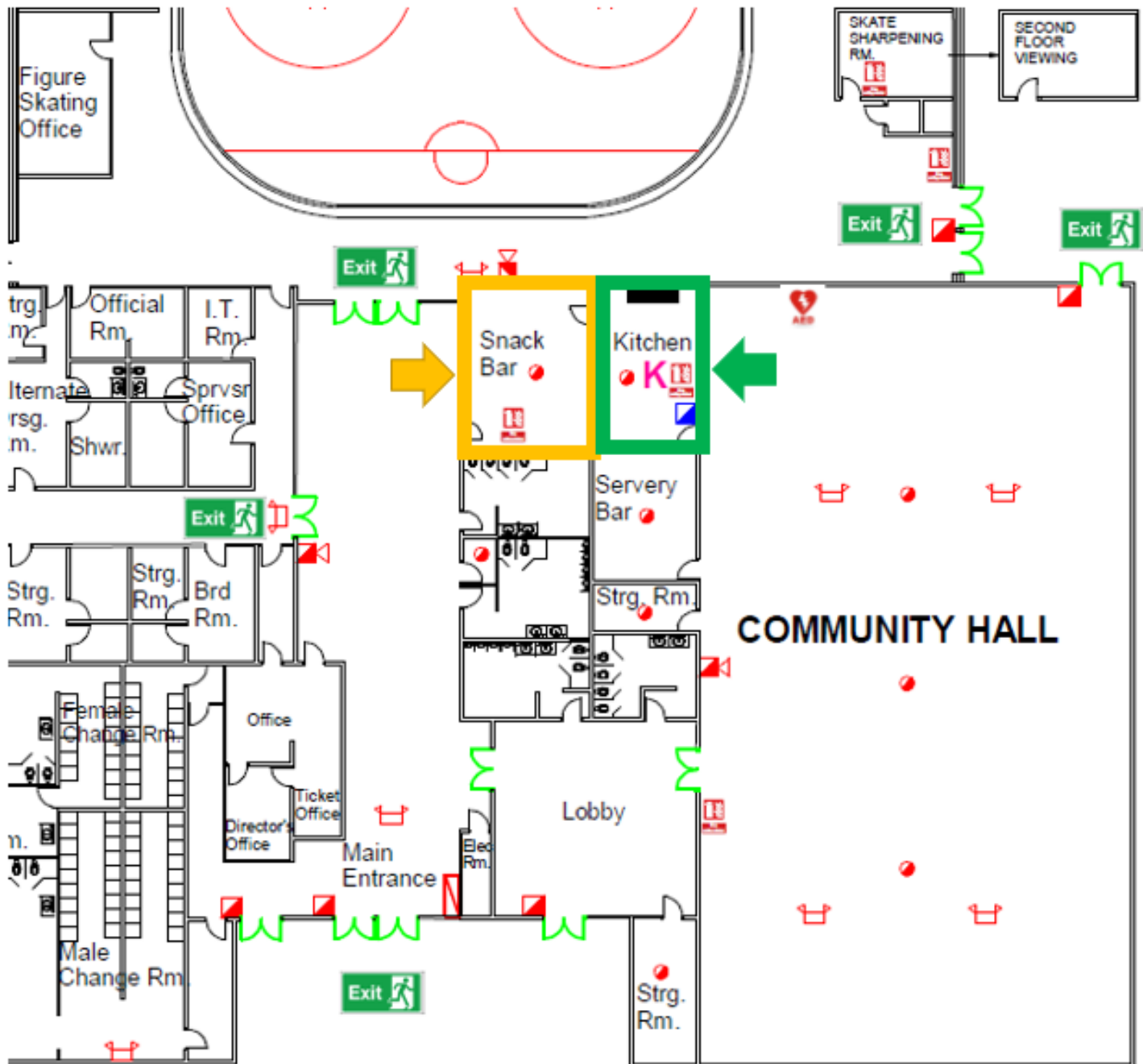
TENANT

<insert name>
Operator

We have authority to bind the Company.

Schedule "A"
"THE PREMISES"

N.B. Highlighted area in yellow represents leased space. Highlighted area in green denotes occasional use of space



SCHEDULE "B"

"RULES AND REGULATIONS FORMING PART OF THIS LEASE"

The Tenant shall observe the following Rules and Regulations (as amended, modified or supplemented from time to time by the Landlord as provided in this Lease):

1. The sidewalks, entrances, elevators, stairways and corridors of the building shall not be obstructed or used by the Tenant, its agents, contractors, invitees or employees for any purpose other than access to and from the Premises.
2. The floors, sky-lights and windows that reflect or admit light into passageways or into any place in the building shall not be covered or obstructed by the Tenant, and no awnings shall be put over any window.
3. The toilets, sinks, drains, washrooms and other water apparatus shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, ashes or other substances, such as chemicals, solvents, noxious liquids or pollutants shall be thrown therein, and any damage resulting to them from misuse shall be borne by the Tenant by whom or by whose employees, agents, servants, contractors or invitees the damage was caused.
4. The Tenant shall not perform any acts or carry on any activity which may damage the Premises or the common areas or be a nuisance to any other tenant.
5. No animals or birds shall be brought into the building or kept on the Premises.
6. The Tenant shall not mark, drill into, bore or cut or in any way damage or deface the walls, ceilings or floors of the Premises. No wires, pipes or conduits shall be installed in the Premises without prior written approval of the Landlord. No broadloom or carpeting shall be affixed to the Premises by means of a non-soluble adhesive or similar products.
7. No one shall use the Premises for sleeping apartments or residential purposes, for the storage of personal effects or articles other than those required for business purposes, or for any illegal purpose.
8. The Tenant shall not use or permit the use of any objectionable advertising medium such as, without limitation, loudspeakers, public address systems, sound amplifiers, radio, broadcast or television apparatus within the building which is in any manner audible or visible outside of the Premises.
9. The Tenant must observe strict care not to allow windows to remain open so as to admit rain or snow, or so as to interfere with the heating of the building. The Tenant neglecting this rule will be responsible for any damage caused to the property of other tenants, or to the property of the Landlord, by such carelessness. The Tenant, when closing the Premises, shall close all windows and lock all doors.

10. The Tenant shall not without the express written consent of the Landlord, place any additional locks upon any doors of the Premises and shall not permit any duplicate keys to be made therefor; but shall use only additional keys obtained from the Landlord, at the expense of the Tenant, and shall surrender to the Landlord on the termination of the lease all keys of the Premises.
11. No inflammable oils or other inflammable, toxic, dangerous or explosive materials shall be kept or permitted to be kept in or on the Premises.
12. Nothing shall be placed on the outside of windows or projections of the Premises. No air-conditioning equipment shall be placed at the windows of the Premises without the consent in writing of the Landlord.
13. Canvassing, soliciting and peddling in the building is prohibited.
14. The Tenant shall first obtain in writing the consent of the Landlord to any alteration or modification to the electrical system in the Premises and all such alterations and modifications shall be completed at the Tenant's expense by an electrical contractor acceptable to the Landlord.
15. The Tenant shall first obtain in writing the consent of the Landlord to the placement by the Tenant of any garbage containers or receptacles outside the Premises or building.
16. The Tenant shall not install or erect on or about the Premises television antennae, communications towers, satellite dishes or other such apparatus.
17. The Landlord shall have the right to make such other and further reasonable rules and regulations and to alter, amend or cancel all rules and regulations as in its judgment may from time to time be needed for the safety, care and cleanliness of the building and for the preservation of good order therein and the same shall be kept and observed by the Tenant, his employees, agents, servants, contractors or invitees. The Landlord may from time to time waive any of such rules and regulations as applied to particular tenants and is not liable to the Tenant for breaches thereof by other tenants.

SCHEDULE “C” “TENTANT’S WORK”

The Tenant agrees with the following:

1. To present a menu that features healthier food and beverage options taking the following into action:
 - No less than 30% of the menu must be healthier options based on Canada’s Food Guide.
 - Increase consumer choice so that facility patrons can have access to healthier options, especially for children.
 - Position healthier food and beverage options more prominently in an area that is visible to customers.
 - Make best efforts to price healthier food and beverage options on-par or less than non-healthier options.
2. To respect any and all exclusive partnerships with the Landlord pertaining to food and beverages. No products of competitors can be offered;
3. To maintain the Premises at its own expense in good order and in a clean and tidy condition;
4. To maintain equipment provided by the Landlord with a preventative maintenance program to ensure the equipment is kept in good operating order. The Tenant shall not install any new equipment without the Landlord’s approval. Equipment provided by the Landlord includes but is not limited to the following:
 - Stainless Steel Counters with Backsplash (1 – 48x30; 3 – 60x30; 1 – 72x30)
 - Ventless Fryer (Perfect Fry Company Model No. PFA570-208)
 - Microwave Convection Oven (ACP Canada Model No. AXP22TLT)
5. To regularly clean the interior of the Premises including garbage and recycling material removal, floor cleaning as needed, cleaning of washrooms and equipment;
6. To provide the following regular operating schedule:
 - The Concession Stand shall be open at such time to handle the regular operating program in the facility which is generally between the hours of 4:00 p.m. to 10:00 p.m., Monday through Friday, and 7:00 a.m. to 9:00 p.m. Saturday and Sunday. The Concession Stand will remain open until at least the start of the last regularly scheduled ice booking for that day, unless previously agreed to by the Landlord.

- In the case of a special event or tournament, the Concession Stand is to be open one (1) hour in advance of the starting time and shall remain open for one half (1/2) hour after the conclusion of the event. This will be at the discretion of the Landlord
 - The hours of operation of the Concession Stand will be subject to approval of the Landlord. Any changes to this schedule shall be subject to approval of the Landlord.
 - The Concession Stand may be closed during slow periods or facility shutdowns, subject to approval of the Landlord, which approval will not be unduly withheld.
 - Facility schedules will be copied to the Tenant each month with special event schedules.
7. It is understood that the Tenant is representing the Landlord's interests and shall therefore provide customers and invitees a level of service including but not limited to courtesy and respect customarily provided by a public and municipal corporation.