



Lease: Lot \_\_, Block \_\_, Plan \_\_\_\_\_

Lessee: \_\_\_\_\_

( \_\_\_\_\_ 1, 201\_\_ – \_\_\_\_\_ 31, 201\_\_ )

**Municipal Lease Agreement**

In this agreement:

a) “the Land” means all that piece of land in the Province of Alberta which includes:

Lot \_\_, Block \_\_, Plan \_\_\_\_\_.

b) “the Lessee” means \_\_\_\_\_

c) “the Lessor” means the Town of Sedgewick

Subject to the conditions and covenants as stipulated herein, the Lessor, being the registered owner of the Land, subject however, to such reservations, exceptions, encumbrances, liens and interests as are presently noted on or registered on the title(s) to the Land,

**DOES HEREBY LEASE** to the Lessee the Land held by the Lessor as follows:

For the term of One (1) year, commencing from the \_\_ day of \_\_\_\_\_, 201\_\_ to the \_\_ day of \_\_\_\_\_, 201\_\_ at an annual rental rate of **six hundred dollars (\$600.00)**, exclusive of the Goods and Services Tax, due the \_\_ day of \_\_\_\_\_ annually.

**COVENANTS BY THE LESSEE:**

1. The Lessee covenants and agrees with the Lessor to pay rent to the Town of Sedgewick in the amount stipulated above, without any deduction whatsoever.
2. The Lessee will pay all utility charges and other expenses now or hereafter payable in respect of any activity carried on by the Lessee in connection with the Land, during the term of this lease.
3. The Lessee will maintain and keep in repair all structures including fences for use by the Lessee which may be hereafter on the Land.
4. The Lessee will not, without prior written consent of the Lessor:
  - a) Transfer, assign or sublet the Land or any part thereof or otherwise by any act or deed procure the Land or any part thereof to be transferred or sublet, or assign their interest in this lease without the prior written consent of the Lessor;
  - b) Change the natural course of any waterways on the Land;
  - c) Alter, destroy or remove any buildings or other structures and equipment situated on the Land;
  - d) Terminate the use of the Lands pursuant to Land Use Bylaw #461; or
  - e) Make improvements to the Land (other than what is consider normal repair and maintenance), or sell, remove dispose of or encumber any improvements, and for the purposes of the lease, improvements include, but are not restricted to water development, erosion control, fencing and building construction, clearing.



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5. The Lessee will not, at any time during the term, use, exercise of, carry on, or permit or suffer to be used, exercised or carried on, in or upon the Land, or any part thereof any noxious, noisome or offensive act, trade, business, occupation or calling; and no act, matter or thing shall at any time during the term be done in or upon the Land or any part thereof, which shall or may be or grow to the annoyance, nuisance, damage or any disturbance of the occupiers or owners of adjoining land or properties.
6. The Lessee will not do or suffer to be done on the Land any act or thing which shall or may increase the risk of fire to any buildings or other improvements on the Land or adjacent to the Land.
7. a.) If the Lessee fulfills the terms and conditions of this lease they shall and may peaceably possess and enjoy the Land for the term without any interruption or disturbance for the lessor or any representative of the Lessor.  
b.) The Lessor or his representative has the right at all reasonable times to attend and inspect the Land.
8. The Lessee will:
  - a) carry liability insurance and agrees upon the request of the Lessor to provide the Lessor with a copy of the said insurance policy.
  - b) undertake weed control and general land maintenance as required by good husbandry practices.
9. The Lessee does hereby indemnify and save harmless the Lessor, it's employees and agents from and against any and all claims, demands, damages, losses, costs and charges howsoever occasion to or suffered by or imposed upon the Lessor in respect of any manner or thing in consequence of or in connection with or arising out of the Lessee occupancy or use of the Land or any operation connected herewith or any business connected thereon, including injury or the death of any person and damage to or destruction of property.
10. The Lessee will promptly pay all expenses and costs relating to its use of the Lands and save the Lessor harmless in respect thereof.

**OPTION TO RENEW**

11. So long as the covenants in the lease have been performed by the Lessee, the Lessor grants the Lessee, any time prior to \_\_\_\_\_, 201\_\_ the right to renew this lease on the same terms and conditions except rent which shall be negotiated. In the event the parties cannot agree to rent payment, the parties agree to determine the same pursuant to the Arbitrations Act. R.S.A.

**OPTION TO CANCEL AGREEMENT**

12. The Lessor may cancel this agreement for any reason by providing thirty (30) days' written notice.



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13. The Lessor will promptly refund to the Lessee, that portion of the lease payment pro-rated over the term of the agreement for the portion of the term for which the Lessee will not enjoy use of said property.

**MUTUAL CONVENANTS**

14. The Lessor shall not be liable to the Lessee for any damage to the property whatsoever at any time in or upon the Land, nor shall it be liable to make any repairs of any nature to any personal property or other improvements upon the Land or for injury or death to any person on the Land.

15. Upon termination of the lease, or renewal thereof, the Lessee shall have the right to remove the personal property from the said Land, providing the Lessee pays all moving costs and leaves the premises in the same condition as a normal and prudent owner. In the event the Lessee does not remove the said personal property within thirty (30) days from the termination of the lease, the Lessor shall have the same property removed at the expense of the Lessee.

AND the Lessee does hereby accept this lease of the Land, to be held by us, as Lessee and subject to the conditions, restrictions and covenants above set forth.

Dated this \_\_ day of \_\_\_\_\_ 201\_\_.

Signed by:

**The Town of Sedgewick (Lessor)**

**The Lessee**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date