GM5.12

Appendix A

Proposed Lease Terms and Conditions

Property Address:	705 Progress Avenue, Unit 15, Toronto
Premises:	approx. 2,030 square feet
Tenant:	Urban Cats Relief Inc. (UCR)
Lease Condition:	The Tenant qualifies for the Below-Market Rent Policy and retains its non-profit status.
	The Tenant shall operate its program in the premises without any negative impact including odour effects on the adjacent tenants, failing which, the City may terminate the lease and the tenant shall be required to vacate the premises.
	The Tenant will invest/spend approximately \$30,000 to upgrade the leased premises, in accordance with plans and specifications approved by the Chief Corporate Officer.
Use:	The Tenant shall only use the premises in accordance with the lease and its Service Agreement with the City and shall continue to comply with the Below-Market Rent Policy.
Rent:	The Tenant shall pay to the City a basic rent of \$2.00 per annum (\$10.00 in total for the 5-year term) payable at the commencement date of the lease, plus all applicable taxes.
Additional Rent:	The Tenant shall be responsible for all operating costs, currently estimated at \$5.24 per square foot, and shall also responsible for any other applicable additional costs related to the premises. The Tenant shall also pay an additional amount of \$1.00 per square foot per annum (\$10,150 in total for the 5-year term), plus all applicable taxes, payable monthly in advance on the first day of each and every month.
Lease Term:	The Term of the Lease shall be five (5) years from the Commencement Date.
Commencement Date:	The Commencement Date shall be January 1 st , 2015, or such other date as determined by the Chief Corporate Officer.

Early Termination:	The City of Toronto shall have the right to terminate the Lease for any reason, at any time during the Term and any renewal/extension thereafter, upon providing the Tenant with two (2) month's prior written notice.
Insurance:	The Tenant is to provide prior to the commencement of the term of this agreement and on an annual basis, proof of insurance in accordance with the City's insurance requirements outlined in the Lease.
Late Payment Charges:	For any late amount by the Tenant, interest on the amount outstanding from time to time shall bear simple interest at the rate of 1.25% per month (15% per year). Subject to City Council approval, the default rate of interest may be increased by the Landlord from time to time, by notice to the Tenant.