

Appendix A – Major Terms and Conditions – Community Space Tenancy Lease, 705 Progress Avenue Unit 36/37

Landlord:	City of Toronto
Tenant:	Carefirst Seniors and Community Services Association
Leased Premises	705 Progress Avenue, Unit 36 and 37, comprising approximately 6,615 gross square feet
Term:	5 years (commencing January 1, 2022 or on such other commencement date as determined by the City, acting reasonably)
Use:	The Leased Premises shall be used and continually operated by the Tenant throughout the Term for the purpose of delivering health, social, and community support services.
Basic Rent:	\$2.00 per annum.
Proportionate Share:	4.25 percent
Operating Costs:	Estimated at \$40,153.05 (plus Harmonized Sales Tax) for the first year, based on the 2020 operating cost budgeted rate of \$6.07 per gross square foot. This is subject to an annual reconciliation and budget adjustments as the Tenant is responsible for the actual operating costs.
Toronto District School Board Rent:	\$13,232 (plus Harmonized Sales Tax) per annum based on a rate of \$2.00 per square foot.
Net Lease:	The Lease shall be absolutely net to the Landlord. During the Term or any extension or renewal thereof, the Tenant shall be responsible for all applicable costs, taxes, charges, expenses and outlays of any nature whatsoever arising from or relating to the use and occupancy of the Leased Premises. Any obligation which is not stated to be that of the Landlord shall be the Tenant's responsibility. Capital improvements as defined under general accounting principles in accordance with Canada Revenue Agency's standards shall be the responsibility of the Landlord.
Service Level Agreement:	The Lease is subject to the Tenant entering into and remaining compliant with a Service Level Agreement with the City as Landlord. The Service Level Agreement shall be administered by Social Development & Finance Administration (SDFA) and periodically monitored for compliancy and updated as required under the Community Space Tenancy Policy.
Standard CST Lease Template:	The Lease shall be drafted on the City's standard Community Space Tenancy Lease template, which shall contain such further revisions and other terms and conditions as may be satisfactory to the Deputy City Manager, Corporate Services, and in a form acceptable to the City Solicitor.
Early Termination:	The City shall have the right to terminate the Lease for any purpose at any time during the Term and any renewal/extension thereof upon providing the Tenant with sixty (60) day's prior written notice.
Insurance:	Prior to the commencement of the Term and on an annual basis, the Tenant shall provide proof of insurance in accordance with the City's insurance requirements outlined in the Lease, including but not limited to comprehensive general liability insurance with limits of not less than Five Million Dollars (\$5,000,000.00) per occurrence.
Indemnity by Tenant:	The Tenant shall fully indemnify and save harmless the Landlord, its respective employees, agents and those for whom it is at law

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	reasonable for of, from and against all claims whatsoever. The Tenant agrees that it will not pursue any claim against a third party which may result in any claim by such third party against the Landlord.
Assignment and Sub-leasing:	The Tenant shall not sell, assign or otherwise dispose of its rights and obligations under the Lease or permit any other person or organization to occupy or use the Leased Premises, or any part thereof, or sublet the Lease Premises, or any part thereof, to a third party or in any way charge, encumber or pledge the Lease or its interest therein without the prior written consent of the Landlord.
Condition of Leased Premises:	The Tenant shall accept the Leased Premises in an "as is" condition.
Leasehold Improvements:	Any leasehold improvements undertaken by the Tenant shall be conditional on the Landlord's approval. All of the Tenant's leasehold improvements shall become the property of the Landlord at the Landlord's sole direction.