

Appendix 3

Major Terms and Conditions of Eva's Future Lease Agreement

Premises:	Approximately 1,500 m ² (16,151 ft ²) of lot area and up to a proposed 3,813 m ² (41,833 ft ²) of floor area for transitional housing, counselling and training space (printing shop) at 60 Brant Street shown as Part 3 on registered plan 66R -26783.
Tenant:	Eva's Initiatives for Homeless Youth
Term:	20 years, commencing on occupancy date (assumed to be not later than January 1, 2016 and ending on December 31, 2035) but subject to adjustment
Renewal rights:	Tenant shall have the right to extend the Lease for four additional periods of 5 years each, upon the same terms and conditions
Rent/Fee:	\$1.00 annual base rent, plus applicable taxes
Early Termination:	City has the right to early termination after the initial 20 yr term provided the Tenant has received prior written notice 3 yrs prior to the termination date
Use:	Transitional housing for homeless youths aged from 16 to 24 shall remain the primary use; a youth training facility; a print shop and ancillary uses unless otherwise approved by the City.
Parking	No on-site parking is provided and the Tenant is responsible for securing any off-site parking it requires
Heritage	Tenant acknowledges Heritage designation of the building and shall comply with all applicable requirements
Operating and Maintenance	
Insurance:	Tenant to take out and keep in force – all risks insurance (including flood and earthquake) property equal to 100% of the full replacement cost <ul style="list-style-type: none"> - Comprehensive general liability of not less than \$5 million per occurrence - Builder's risk insurance during construction period
Additional Rent:	Operating Costs: all costs payable by the Tenant Utilities: all costs payable by the Tenant Property Taxes: all costs payable by the Tenant
Capital Repair and Maintenance:	City is responsible for those portions of the building, including footings and foundation, bearing walls, structural columns and beams, structural sub-floor, and structural portion of the roof, the roof membrane and exterior walls that have not been constructed, replaced or materially altered during the renovations by the Tenant

Tenant Qualification	
Credit Check	Existing City tenant – not required
	Tenant to maintain an executed Purchase of Service Agreement with the City, failing which this Lease may be terminated