

## SUBLEASE OF COMMUNITY SPACE

**THIS SUBLEASE** dated as of \_\_\_\_\_, and effective as of \_\_\_\_\_  
(the "**Effective Date**"),

**BETWEEN:**

**[INSERT NAME OF TENANT]**

(hereinafter referred to as the "**Sublandlord**")

**OF THE FIRST PART**

- and -

**CITY OF TORONTO**

(hereinafter referred to as the "**City**")

**OF THE SECOND PART**

**WHEREAS:**

- A. The City is the owner of the certain lands situated in the City of Toronto, known municipally in the year 2020 as **[insert municipal address]**, as more specifically described in Schedule "A" (the "**Site**");
- B. The Sublandlord is the tenant pursuant to a lease (the "**Head Lease**") dated **[insert date]** with the City for the Site;
- C. City of Toronto Zoning By-law No. **569-2013**, as amended has been amended to permit the redevelopment of the Site, including residential units, retail and community space (the "**Development**"); and
- D. The Sublandlord entered into a project agreement (the "**Project Agreement**") dated **[insert date]** with the City in respect of the Development;
- E. Pursuant to the Head Lease and the Project Agreement, the Sublandlord agreed to construct a community space within the Site, comprising not less **[insert size]** square meters of gross floor area (the "**Community Space**") and located substantially in the location outlined in red and shown in Schedule "B" attached hereto (collectively the "**Subleased Premises**"), and to sublease the Subleased Premises to the City completely free of charge, at no cost to the City and completely rent free, other than a nominal rent of Two (\$2.00) Dollars, on the terms and conditions set out herein.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the premises and the covenants hereinafter expressed and the sum of TWO DOLLARS (\$2.00) of lawful money of Canada, now paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby covenant and agree to and with each other as follows:

**1. CONSTRUCTION OF SUBLEASED PREMISES**

- 1.1 Construction: On or before the Effective Date, the Sublandlord shall at its sole expense, construct, complete, finish, furnish and fully equip the Subleased Premises, in accordance with the requirements of the Head Lease and the Project Agreement, and in compliance with all applicable provincial and municipal legislation, by-laws, regulations, guidelines and standards and provincial licensing requirements ("**Applicable Law**"). The plans, drawings and specifications for the Subleased Premises shall be to the satisfaction of the Chief Planner and Executive Director, City Planning Division, including his or her designates (the "**Chief Planner**"), in consultation with the Executive Director, Social Development, Finance and Administration (the "**Executive Director**"), including his or her designates (the "**General Manager**").
- 1.2 Up-front Costs: For greater certainty, the Sublandlord shall be solely responsible for all up-front development and construction costs related to the Subleased Premises, including but not limited to applicable building permit fees, development charges and park levies. As set out in Section **5.3** herein, the City, or Operator (hereinafter defined), or subtenant shall be responsible for costs of operating in the Subleased Premises, including staffing costs. On or before the Effective Date, the Sublandlord shall provide copies of all closed building permits (i.e. building, plumbing, electrical, etc.) related to the fixturing work within the Subleased Premise in order for the City and/or the Operator to obtain any required licenses or permits to operate the Community Space.
- 1.3 Area of Subleased Premises: The Subleased Premises shall comprise of not less than **[insert size]** square meters of interior gross floor area, and not less than **[insert size]** square meters of exterior space as shown on Schedule "B" attached hereto.

- 1.4 Water, Utilities, etc.: Throughout the Term, the Sublandlord shall supply and maintain, or cause to be installed and maintained, adequate water, gas, sewage, and electric power services and utilities to the Subleased Premises, for the proper operation thereof. For greater certainty, the Sublandlord shall provide a 27 mm telephone conduit from the Subleased Premises to the building telephone room. The City, at the Sublandlord's cost, will engage Bell or other service provider to make the connections and provide required equipment.
- 1.5 Deficiencies: The Sublandlord shall correct or cause to be corrected at its expense and to the satisfaction of the City's Deputy City Manager, Corporate Services (the "**DCM**") any defects or deficiencies in the Subleased Premises constructed and finished by the Sublandlord, appearing within a period of two (2) years after the Commencement Date (hereinafter defined). Without in any manner reducing or limiting the Sublandlord's obligations hereunder, the DCM shall give to the Sublandlord prompt written notice of any observed defects.

## 2. LEASE OF SUBLEASED PREMISES

- 2.1 Term: The Sublandlord demises and subleases the Subleased Premises to the City for the term, in accordance with the covenants, obligations and agreements contained in this Sublease for the balance of the 99 year term of the Head Lease, commencing on completion of the Subleased Premises, in accordance with the Project Agreement (the "**Effective Date**"), or such later date acceptable to and confirmed in writing by the City (the "**Commencement Date**"), and expiring 99 years thereafter (the "**Term**").
- 2.2 City's Termination Right: At any time during the Term and any extension thereof, the City shall have the right to terminate this Sublease upon giving written notice (the "**Termination Notice**") of such termination to the Sublandlord. The Termination Notice shall specify the termination date (the "**Termination Date**") which shall be at least six months after the Termination Notice is given. If the Termination Notice is given, then the following shall apply:
- (a) this Sublease shall terminate on the Termination Date and the City shall deliver vacant possession of the Subleased Premises to the Sublandlord in accordance with all applicable provisions in this Sublease; and
  - (b) neither party shall have any further liability or obligation to the other after the Termination Date, except for any default under this Sublease by either party occurring on or before the Termination Date and in respect of which notice is given to the defaulting party on or before the sixtieth (60<sup>th</sup>) day after the Termination Date.
- 2.3 Ingress and Egress: For greater certainty, the Subleased Premises shall have appurtenant to it, rights of pedestrian and vehicular ingress and egress from the Subleased Premises over and through the Site as are necessary and appropriate for the City, the Operator and its staff, users of the Community Space, and all invitees using the Subleased Premises.

## 3. SUBLANDLORD'S COVENANTS AS LANDLORD

- 3.1 Quiet Enjoyment: The Sublandlord covenants with the City for quiet enjoyment.
- 3.2 Indemnity re Construction of Subleased Premises: The Sublandlord shall indemnify and save harmless the City from any and all liabilities, damages, costs, claims, suits or actions made or brought against, suffered by or imposed on the City or its property in respect of any loss, damage or injury (including fatal injury) to any person(s) or property (including without restriction, employees, agents and property of the Sublandlord or of the City and/or members of the public) directly or indirectly arising out of, resulting from or sustained as a result of any and all act(s) or omissions(s) with respect to the construction of the Subleased Premises or any other improvements, repairs, modifications or renovations performed by the Sublandlord or any of its agents, employees or contractors on behalf of the City, including, without limitation, any and all deficiencies, defective material(s) and/or improper or incomplete installation thereof.

## 4. COMPLETELY RENT FREE

- 4.1 The Sublandlord covenants and agrees that the Subleased Premises shall be provided by the Sublandlord to the City free of charge, at no cost to the City and completely rent free, other than a nominal rent of Two (\$2.00) Dollars, which shall be deemed to have been paid by the City to the Sublandlord.
- 4.2 Without limiting the generality of Section 4.1 and save and except as explicitly provided in this Sublease, the Sublandlord covenants and agrees that it shall be responsible for any and all costs associated with the Subleased Premises, including:
- (i) the cost of utilities and municipal services, including water, gas and hydro, garbage and recycling collection supplied to the Subleased Premises;
  - (ii) repair, maintenance, alterations and replacement costs of the Subleased Premises and

building systems servicing or benefiting the Subleased Premises, including appropriately sized heating, air-conditioning, ventilation, plumbing systems, as required by Applicable Law for the Subleased Premises, provided that the cost of any alterations and replacements requested or undertaken by the Operator to enhance, improve or reconfigure the Subleased Premises shall be paid by the Operator;

- (iii) any and all common area costs;
- (iv) caretaking and janitorial costs;
- (v) property damage;
- (vi) liability insurance;
- (vii) realty taxes;
- (viii) local improvement charges;
- (ix) building permit fees and development charges;
- (x) compliance with Applicable Law for the Subleased Premises operating as a Community Space as it relates to the physical building; and
- (xi) any damage to the Subleased Premises, however caused.

Save and except as provided herein, the Sublandlord shall not be responsible for any of the costs of operating the business in the Subleased Premises, or any costs that would be the responsibility of the Operator.

4.3 Prior to the Commencement Date, the Sublandlord shall provide at entirely its sole cost, a legal opinion in form satisfactory to the City Solicitor, that the City is leasing the Subleased Premises free of all rent, costs and liabilities as provided in Section 4.2 hereof.

## **5. USE OF SUBLEASED PREMISES**

- 5.1 Use: The Subleased Premises shall be used only for a Community Space, and for no other purpose, to be operated by the City or a non-profit operator chosen or created by the City.
- 5.2 Signage: Notwithstanding any other provision of this Sublease, the City at any time and from time to time at its option, cost and expense, and without payment to the Sublandlord therefor, obtain City of Toronto approval for, erect, maintain and repair signs on the exterior of the Subleased Premises, adjacent to the ground floor entrance to the Subleased Premises, subject to obtaining the Sublandlord's written consent to the size and text appearance and location of such signage and content, which shall not be unreasonably withheld or delayed. All such signs shall remain the property of the City and shall comply with all City by-laws and requirements.
- 5.3 Operator: The City shall be solely responsible to select the Operator. The City, or Operator shall be responsible for costs of operating in the Subleased Premises.

## **6. REPAIR, MAINTENANCE AND ALTERATIONS**

- 6.1 Repair and Maintenance: The Sublandlord shall:
  - (a) keep or cause the Subleased Premises to be maintained in good repair and safe condition, and
  - (b) in a good and workmanlike manner promptly do all such work and make or cause to be made all necessary repairs, make all necessary rebuilding and replacements (structural or otherwise), ordinary as well as extraordinary, and foreseen as well as unforeseen, including all such repairs, rebuilding and replacements which as a prudent Sublandlord thereof it should do or make to properly maintain and operate all improvements in the Subleased Premises.
- 6.2 Alterations: The City shall have the right, at its own expense, to make any alterations or additions to the Subleased Premises that it may deem necessary, including the partitioning thereof, without being obliged thereby to restore the Subleased Premises to its original condition, provided that no alterations or additions shall be made to the structural load bearing or exterior portions of the Subleased Premises without the prior written consent of the Sublandlord, which shall not be unreasonably withheld or delayed.

## **7. SUBSTANTIAL DAMAGE**

- 7.1 The Sublandlord shall diligently repair any damage to the Subleased Premises to the satisfaction of the Chief Planner and/or DCM.

7.2 The Operator and the City shall be responsible to repair any damage to the Subleased Premises or the Development caused by the Operator or any of its employees, consultants, agents, invitees, users of the Community Space, or by the City or any of its members, employees or agents, save and except for any damage caused by the Sublandlord or any of its employees, consultants, agents, invitees, occupants and/or those for whom the Sublandlord is in law responsible.

## **8. INSURANCE AND INDEMNITY**

8.1 From and after the Commencement Date the City shall take out and maintain with respect to the Subleased Premises and the City's use and occupation thereof and furnish to the Sublandlord certificates of a policy or policies of an insurance company or companies of comprehensive general liability insurance for bodily injury or death or property damage resulting from each occurrence in the amount of not less than Two Million (\$2,000,000.00) Dollars.

8.2 The Sublandlord shall take out and maintain or cause to be taken out and maintained with respect to the Subleased Premises and furnish to the City certificates satisfactory to the City of a policy or policies of an insurance company or companies of:

- (a) all risks insurance (including flood and earthquake) property insurance in an amount equal to one hundred (100%) percent of the full replacement cost, insuring:
  - (i) the Development and the Site; and
  - (ii) all property owned by the Sublandlord or for which the Sublandlord is legally liable or installed by or on behalf of Sublandlord, or located on the Site including, without limitation, pressure vessels, mechanical and electrical equipment, fixtures, contents, the Development and any other buildings and structures erected on the Site, with coverage against all risks of physical damage;
- (b) if any boiler or pressure vessel is operated in the Subleased Premises, boiler and pressure vessels insurance in such amount as may be reasonable from time to time, based on the value of the Development on a replacement cost basis, and
- (c) comprehensive general liability insurance including Sublandlords' and contractors' protective, products, completed operations, intentional bodily injury for the protection of persons or property, personal injury including contractual liability, incidental medical malpractice, employer's liability, broad blanket contractual liability, occurrence property damage and provisions for cross liability and severability of interests with limits of not less than Ten Million Dollars (\$10,000,000.00) per occurrence, and naming the City as an Additional Insured;

8.3 All insurance policies required herein shall provide for waiver of subrogation, cross-liability and severability of interest clauses, against the Sublandlord and the City respectively, and each party may from time to time require the other to supply evidence in respect thereto.

8.4 Each policy shall contain an endorsement requiring the insurers to notify the City in writing, by registered mail, at least Thirty (30) days prior to any material change that restricts or reduces the insurance required under this Article, or cancellation thereof.

8.5 At the time of effecting every policy of insurance maintained under this Section 8 each of the Sublandlord and the City, as the case may be, shall obtain from its respective mortgagee whose interest is shown in such policy of insurance the written acknowledgment of such mortgagee to the effect that notwithstanding the provisions of any legislation or statute the proceeds of such policy shall be applied to repair the injury with respect to which such insurance proceeds are payable.

8.6 The Sublandlord hereby releases the City, its respective employees, agents and those for whom it is responsible at law from all liability, loss, costs, charges, damages, claims, demands or expenses for any death, injury, damage to property or other claim which Sublandlord, its employees, agents, occupants and its invitees now has or might in the future have arising from death, injury, property damage or any other claim of any kind or nature whatsoever in relation to the Subleased Premises or the Development unless caused by the negligence or intentional conduct of the City, its members, employees or agents; and Sublandlord agrees to indemnify and save harmless the City, its successors and assigns, and its members, employees and agents from all loss, costs, damages, charges, claims, demands or expenses of any kind whatsoever by anyone with respect to any act, omission, negligence or liability or occurrence of any kind or nature whatsoever in and about the Site, including those under or in connection with the *Construction Lien Act* and *Workplace Safety and Insurance Act, 1997*.

## **9. ENTRY BY SUBLANDLORD AS LANDLORD**

9.1 The Sublandlord and its servants, employees, agents and contractors shall advise the City of the scope of work to be performed in the Subleased Premises and shall provide at least Seventy Two (72) hours advance written notice, prior to entering upon the Subleased Premises for the purpose of making any repair in this Sublease required or permitted to be made by it; provided that in

cases of emergency no written notice shall be required prior to entry but shall be given by the Sublandlord as soon as reasonably possible. Where possible, any work shall be scheduled for weekends or after business hours.

- 9.2 The Sublandlord and its servants, employees, agents and contractors in entering the Subleased Premises or in making any repair in this Sublease required or permitted to be made by it or in doing any work in or to the Subleased Premises shall not unreasonably or unnecessarily interfere with or disturb the use of the City and the Sublandlord shall indemnify the City for all losses and damages to the Subleased Premises and to the City and to fixtures and personal property sustained by reason of such entry, making of such repair and doing such work.

## 10. **SUBLANDLORD'S REMEDIES AS LANDLORD**

- 10.1 To ensure the long term use of the Subleased Premises for the aggregate Ninety Nine (99) year term, notwithstanding any provision of this Sublease, the non-performance by the City of any of the covenants, obligations and agreements of the City in this Sublease shall not entitle the Sublandlord to a termination of this Sublease, or forfeiture of the Term, but the Sublandlord reserves any other rights or remedies available to the Sublandlord at law, resulting from any default by the City under this Sublease.

## 11. **EXPIRATION OF TERM**

- 11.1 At any time during the Term the City, if not in default under this Sublease, may remove from the Subleased Premises all its property including, without limiting the generality of the foregoing, its fixtures, inventory and leasehold improvements, but the City in such removal shall not damage the Subleased Premises and shall make good any damage which may be occasioned thereto.
- 11.2 The City at the expiration or other sooner termination of the Term shall peaceably surrender and yield up to the Sublandlord the Subleased Premises in a clean and broom swept condition. The City shall not be required to remove any fixtures or leasehold improvements, and to the extent any of the foregoing remain in the Subleased Premises after two months, the Sublandlord shall have the right to dispose of same in any manner.
- 11.3 If at the expiration of the Term by elapse of time the City shall hold over for any reason the tenancy of the City thereafter shall be from month-to-month and shall, in the absence of written agreement to the contrary, be subject to all terms and conditions of this Sublease, except as to duration and except that the Sublandlord may take all reasonable legal steps to terminate this Sublease and obtain vacant possession of the Subleased Premises provided that the City is given written notice of the same. The City shall be entitled, in its sole and unfettered discretion, to defend itself against any such legal steps and take such legal steps as it deems necessary to maintain its tenancy.

## 12. **ASSIGNMENT AND TRANSFERS**

- 12.1 The City may not assign this Sublease or sub-sublet, except with the consent of the Sublandlord, which shall not be unreasonably withheld. Upon receipt of a request for consent to assignment or sublease, the Sublandlord provide its consent or refusal within Sixty (60) days, otherwise the Sublandlord shall be deemed to have consented to such request.
- 12.2 The provision of Section 12.1 shall not apply to the assignment or sub-sublease of this Sublease to an Operator, whereby the consent of the Sublandlord to such an assignment or sub-sublease of the Sublease to an Operator shall not be required, provided that the City shall continue to be bound by its obligations set out herein notwithstanding such assignment.
- 12.3 The Sublandlord covenants and agrees that it shall not convey title to the Subleased Premises to any other party or otherwise assign or transfer its interest in the Subleased Premises and this Sublease without first requiring the proposed purchaser, assignee or transferee to enter into an assumption agreement with the City, in the form required by the City Solicitor, acting reasonably. The Sublandlord shall provide at least sixty (60) days prior written notice to the City of any such transfer or assignment. Provided that the Subleased Premises has been constructed and completed in accordance with this Sublease, the Lease and the Project Agreement, and the proposed purchaser or transferee agrees with the Sublandlord and the City to assume its obligations under this Sublease, then the Sublandlord will be relieved of future, but not past, obligations under this Sublease.
- 12.4 The Sublandlord covenants and agrees that no mortgage or charge will be registered against the Subleased Premises specifically and/or the leasehold interest under this Sublease.

## 13. **NOTICES**

- 13.1 All notices, consents, approvals or other communications permitted or required to be given under this Sublease (collectively, "**Notices**") shall be in writing, and shall be: personally delivered; sent by prepaid registered mail (except during a postal disruption or threatened postal disruption), or; sent by facsimile, in each case to the applicable address set out below:

TO THE SUBLANDLORD:

**[insert notice particulars]**

TO THE CITY OF TORONTO:

City Hall  
100 Queen Street West  
East Tower, 18<sup>th</sup> floor  
Toronto, Ontario M5H 2N2

Attention: Director, City Planning  
Facsimile: (416) 392-1330

WITH A COPY TO:

Metro Hall  
55 John Street, 26th floor  
Toronto, Ontario M5V 3C6

Attention: City Solicitor  
Facsimile: 416-397-5624

AND WITH A COPY TO:

City of Toronto, Real Estate Services  
Metro Hall, 55 John St., 2nd floor  
Toronto, Ontario M5V 3C6

Attention: Director of Real Estate Services

Any Notice shall be deemed to have been validly and effectively given and received: if personally delivered or sent by facsimile, on the date of delivery; if sent by prepaid registered mail, on the Third (3<sup>rd</sup>) business day next following the date of mailing, provided, however, that during any postal disruption or threatened postal disruption, delivery shall be in person; and if sent by facsimile, on the business day next following the day on which it was sent.

Any Notice permitted or required to be given by the City may be given by the DCM from time to time, his or her successor, or his or her designate(s) from time to time. However, the DCM specifically reserves the right to submit the issue of the giving of any Notice, or of the contents of any Notice, to City Council for its determination.

Either party under this Sublease may from time to time by *Notice* to the other party change its address for service under this Sublease.

#### **14. REGISTRATION, LAND TRANSFER TAX AND PRIORITY OF SUBLEASE**

- 14.1 (a) Register Sublease on Title: The Sublandlord shall execute this Sublease on or before the Commencement Date. The Sublandlord shall at its sole expense, including payment of all land transfer tax at fair market value, (which includes payment of provincial and municipal land transfer tax) register this Sublease on title to the Site forthwith, after it is executed, and in any event, by no later than the 60 days following the Commencement Date. Notwithstanding the foregoing, provided that the City of Toronto is the transferee, and is exempt from municipal land transfer tax by Section 760-14.1, Chapter 760 of Toronto Municipal Code, municipal land transfer tax is not payable. Notwithstanding the Sublandlord's agreement to be responsible for the payment of all applicable provincial and municipal land transfer tax with respect to this Sublease, the City consents to the Sublandlord, at the Sublandlord's sole cost and expense, to seek reimbursement from the applicable governmental authorities in respect of any land transfer tax paid in connection with this Sublease, provided that the Sublandlord shall only be permitted to seek such reimbursement following the registration of this Sublease on title to the Site and the payment of such land transfer tax. The City agrees to execute Ontario Ministry of Finance Form 0009E (2017/07), or any replacement thereof, for the sole purpose of authorizing the Ministry of Finance to deal with the Sublandlord's solicitors in connection with the pursuit of any such reimbursement.
- (b) Fair Market Value Appraisal: On or before 60 days following the Commencement Date, the Sublandlord shall provide a fair market value appraisal of the Subleased Premises and this Lease, addressed to the City, and prepared by an appraiser acceptable to the City.
- 14.2 Indemnity re land transfer tax liability: Notwithstanding the payment of all land transfer tax as provided in Section 14.1, the Sublandlord shall indemnify and save harmless the City from any and all liabilities, damages, costs, claims, suits or actions made or brought against, suffered by or imposed on the City or its property arising out of, or in respect of liability for land transfer tax, including, any and all liabilities, damages, costs, claims, suits or actions arising from the Sublandlord seeking reimbursement of land transfer tax as provided for in Section 14.1(a).
- 14.3 Title Opinion: In conjunction with registration of this Sublease on title, the Sublandlord shall at its

sole expense, procure and provide to the City a title opinion satisfactory to the City Solicitor, to ensure that this Sublease shall have priority over any other interest in the Site.

## **15. FORCE MAJEURE**

- 15.1** Notwithstanding anything in this Sublease to the contrary, if the Sublandlord or the City is bona fide delayed in or prevented from performing any obligation arising under this Sublease by reason of strikes or other labour disturbances, civil disturbance, restrictive government laws, regulations or directives, acts of public enemy, war, riots, sabotage, crime, lightning, earthquake, fire, hurricane, tornado, flood, explosion or other act of God, and not caused by its default and not available by exercise of reasonable effort or foresight, then performance of such obligation is excused for so long as such cause exists, and the party so delayed shall and is entitled, without being in breach of this Sublease, to carry out such obligation within the appropriate time period after the cessation of such cause; provided however that nothing in this section shall operate to excuse the Sublandlord from any financial obligations pursuant to the terms of this Sublease, or the prompt payment of all sums required to be paid to the City pursuant to the terms of this Sublease.

## **16. CITY AS MUNICIPAL CORPORATION**

- 16.1** Nothing in this Sublease derogates from, interferes with, or fetters the exercise by the City of all of its rights and obligations as a municipality (whether discretionary or mandatory), or imposes any obligations on the City in its role as a municipality, and the City shall not be prevented from or prejudiced in carrying out its statutory rights and responsibilities, including its planning rights and responsibilities. Nothing in this Sublease derogates from, interferes with, or fetters the exercise by the City's officers, employees, agents, representatives or elected and appointed officials of all of their rights, or imposes any obligations on the City's officers, employees, agents, representatives or elected and appointed officials, other than as expressly set out in this Sublease.
- 16.2** No communication or dealing between the Sublandlord and any department, committee, body, officer, employee, agent, representative or elected or appointed official of the City that is not clearly in respect of and in accordance with this Sublease will be deemed to be a communication or dealing under this Sublease between the Sublandlord and the City as parties to this Sublease, or affect the City with notice of any such communication or dealings. It is intended and agreed that any communication or dealing between the Sublandlord and the City as parties to this Sublease will only be effective if delivered in accordance with the notice provisions in this Sublease. No communication or dealing between the City as a party to this Sublease and the Sublandlord as a party to this Sublease will relieve the Sublandlord from the responsibility of discharging its lawful obligations to the City imposed by statute, regulation, by-law or by any other lawful manner separate and apart from the obligations imposed under this Sublease.

## **17. GENERAL PROVISIONS**

- 17.1** Amendments: This Sublease may not be modified or amended except by agreement in writing signed by the Sublandlord and the City.
- 17.2** Waiver: No waiver by either party of any breach by the other party of any of its covenants, obligations or agreements under this Sublease shall be a waiver of any subsequent breach or of any other covenant, obligation or agreement, nor shall any forbearance to seek a remedy for any breach be a waiver of any rights and remedies with respect to such or any subsequent breach.
- 17.3** Severability: If any covenant, obligation or agreement of this Sublease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Sublease or the application of such covenant, obligation or agreement to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each covenant, obligation and agreement of this Sublease shall be separately valid and enforceable to the fullest extent permitted.
- 17.4** Joint and Several: If two or more individuals, corporations, partnerships or other business associations, or any combination of two or more thereof, shall sign this Lease as Sublandlord, the liability of each such individual, corporation, partnership or other business association to perform the obligations of the Sublandlord under this Sublease shall be deemed to be joint and several. If the Sublandlord named in this Lease is a partnership or other business association, the members of which by law are subject to personal liability, the liability of each such member shall be deemed to be joint and several.
- 17.5** Further Assurances: The parties hereto covenant and agree that at all times and from time to time hereafter upon every reasonable written request to do so, they shall make, execute, deliver or cause to be made, done, executed and delivered, all such further acts, deeds, assurances and things as may be required for more effectively implementing and carrying out the true intent and meaning of this Lease.

- 17.6    Enurement:    The parties hereto agree that the covenants, rights, duties, provisos, conditions and obligations herein contained shall enure to the benefit of the City and its successors and assigns. The Sublandlord agrees that the covenants, rights, duties, provisos, conditions and obligations herein contained, as they apply to the Sublandlord, shall enure to the benefit of and be binding upon the Sublandlord and its heirs, executors, administrators, successors and assigns.
- 17.7    Interpretation:    The headings in the body of this Sublease do not form part of the Sublease, but are inserted for convenience of reference only.
- 17.8    Changes in Context:    This Sublease shall be construed with all changes in number and gender as may be required by the context.
- 17.9    Time of the Essence:    Time shall be of the essence of this Sublease.
- 17.10    Laws of Ontario:    This Sublease shall be construed in accordance with the laws of the Province of Ontario.

**IN WITNESS WHEREOF** the Parties have hereunto caused their corporate seal to be affixed as attested to by the hands of their proper signing officers duly authorized on their behalf.

**[INSERT HEAD LANDLORD]**

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_ c/s

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

I/We have authority to bind the corporation.

<div>APPROVED AS TO FORM Wendy Walberg, City Solicitor</div> <div>Per: _____ File: _____ (BAA)</div> <div>Authorized by [insert authority]</div>	<div>CITY OF TORONTO</div> <div>Per: _____ Name: _____ Title: _____ c/s</div> <div>Per: _____ Name: _____ Title: _____</div> <div>I/We have authority to bind the corporation.</div>
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**Schedule “A”**

**Legal Description of Site**

**[insert legal description]**

**Schedule “B”**

**Subleased Premises**

[insert sketch]