

LEASE AGREEMENT

BETWEEN:

CONCORDIA UNIVERSITY, a corporation duly incorporated by the *Concordia University Act*, S.Q. 1948, c. 91 as amended by S.Q. 1959, c. 191 and S.Q. 2006, c. 69., having its head office at 1455 de Maisonneuve Boulevard West, Montreal, Quebec, H3G 1M8, (the "**Lessor**"), herein represented by Marvin Cooper (Phone: (514) 848-2424 ext. 3865; Fax: (514) 848-8637) duly authorized to sign the present agreement on behalf of the Lessor.

AND: Jean-Levy Champagne
Directeur general - AUM
www.montrealultimate.ca
514-609-9032
dl@ultimatemontreal.ca
(the "**Lessee**")

This agreement is for the use of the Field(s) for the following date(s) and time(s):

Date(s)	Time(s)	Field(s)
Tuesdays	6:30-8:30pm	deMaisonneuve
May 26		
June 2,9,16,23,30		
July 7,14,21,28		
August 4,11	12 weeks	
Thursdays	8:30-10:30pm	Sherbrooke
May 28		
June 4,11,18,25		
July 2,9,16,23,30		
August 6,13	12 weeks	

1.0 Use and Definitions

- 1.1 This agreement covers the use of the premises ("**Leased Premises**") as they are described in Section I of Schedule A.
- 1.2 "**Agreement**" means this agreement, the Schedules attached hereto and any documents included by reference, as each may be amended from time to time in accordance with the terms of this Agreement.
- 1.3 "**Business Day**" means any day other than Saturday, Sunday or statutory holidays of the province of Quebec.
- 1.4 "**Lessee**" includes all Lessee's authorized agents, employees, or representatives associated with the Lessee.

2.0 Equipment

- 2.1 The Lessee is responsible for the repair or replacement of any damage to any equipment, materials or facilities (exclusive of normal wear and tear) at the sole discretion of and to the satisfaction of the Lessor who will alone determine the quantum of these damages or the need to repair or replace.
- 2.2 The Lessee accepts that it will be invoiced and will pay for any materials used and not covered in this Agreement.

3.0 Representations, Warranties and Covenants

- 3.1 Lessee and its guests agree to comply, at Lessee's own expense, with all relevant laws, statutes, ordinances, rules and/or regulations of Canada, Quebec and the City of Montreal, and all government bodies acting with applicable jurisdiction.
- 3.2 Lessee shall comply with all Concordia University policies and with any regulations, procedures and/or amendments thereto as may be communicated to the Lessee from time to time. Without limiting the generality of the foregoing, Lessee shall comply with the following:
 - 3.2.1 Tobacco-Free Environment – Smoking and chewing tobacco are not permitted anywhere in the Leased Premises.
 - 3.2.2 Alcohol is not permitted on the Lessor's property.
 - 3.2.3 The Lessee agrees to abide by all fire and safety regulations of the Leased Premises as communicated by the Lessor to Lessee, from time to time and Lessee will so instruct its staff, employees, representatives and all others in its service.
 - 3.2.4 It is understood by the Lessee that other activities may be conducted on the Concordia University campus by the Lessor or by other organizations during the dates and times of this Lease Agreement. It is further understood that the Lessee and its representatives shall be courteous to the Lessor's tenants, visitors and staff and that no aggressive, provocative or forced solicitation will be tolerated.
 - 3.2.5 The Lessee undertakes to adhere to the Lessor's strict prohibition of discriminatory conduct. "Discrimination" means treatment which:
 - 3.2.5.1 has the effect or purpose of imposing burdens, obligations or disadvantages on the any individual or group of individuals; and
 - 3.2.5.2 for which there is no *bona fide* and reasonable justification; and
 - 3.2.5.3 when such treatment is based on one of the prohibited grounds, specified in the *Quebec Charter of Human Rights and Freedoms*, that is: race, colour, ethnic or national origin, sex, gender identity, pregnancy, sexual orientation, civil status, age, religion, political convictions, language, social condition, handicap or the use or means to palliate a handicap.
- 3.3 The Lessee is responsible for providing complete and accurate information to be used by the Lessor to reserve the Leased Premises.
- 3.4 The Lessee is responsible for adhering to all Lessor's policies/regulations as may be communicated to Lessee from time to time. Failure to comply with such policies/regulations may result in, at the Lessor's sole discretion:
 - 3.4.1 The immediate termination of the Event by Lessor's security personnel or law enforcement; and/or
 - 3.4.2 The revocation of the privileges to use Lessor's facilities and lands; and/or
 - 3.4.3 Other penalties where appropriate.

4.0 Loss or Damage to Lessee's Property

- 4.1 The Lessor bears no responsibility for the loss or damage to property brought on the Leased Premises owned and/or used by the Lessee. Similarly, the Lessor's insurance policies provide no coverage for such loss or damage.
- 4.2 The Lessee will have legal responsibility for any loss or damage to property or injuries to persons caused by the Lessee's activity on the Leased Premises.

5.0 Method & Amount of Payment

- 5.1 The rental fees for the Leased Premises for the date(s) specified herein appear on the Estimate of Cost attached herein as Schedule B. These fees include any other charges for material and/or services used as mentioned herein. A payment of N/A per cent (N/A %) of the amount indicated on Schedule B must be made at the signing of this Agreement in order to reserve the Leased Premises for the date(s) herein. In accordance with Section 3 of Schedule A of the present Agreement, this amount is non-refundable in the event of a cancellation.
- 5.2 **The balance of the amount indicated in Schedule B must be paid in full no later than N/A . Failing payment of amounts due as per the present Agreement the Lessor reserves its right to prevent the Lessee, or those members of the public who would compose the Lessee's audience from entering or accessing the Leased Premises.**
- 5.3 Payments shall be made by cheque, certified cheque, or cashier's cheque or money order made payable to Concordia University, and where applicable, by credit card, debit card. All amounts referred to in this Agreement are in Canadian dollars and are payable in Canadian dollars, unless otherwise agreed to by the parties in writing.
- 5.4 All estimates and invoices for services, facilities or equipment attached hereto as Schedule B shall form an integral part of this Agreement.
- 5.5 The Lessor may refuse requests for further bookings for failure to pay any outstanding invoice and fee or cost associated therewith in their entirety.

6.0 Liabilities

The Lessee undertakes to indemnify the Lessor against all liability, any and all claims, demands, actions and causes of actions of any nature whatsoever, and any expenses incident thereto, whether for injuries to persons or loss of life or loss or damage to property occurring on the Leased Premises and arising out of the use and/or occupancy thereof by the Lessee and/or its invitee(s) or as a result of infringement, violation or misappropriation of any third party's right, including without limitation any intellectual property right or arising out of any breach of the Lessee's covenants herein.

In no event shall the Lessor be liable for any indirect, special, incidental, consequential, punitive or loss of profits, regardless of the form of action, whether in contract or in tort including negligence, even if the Lessor has been advised of the possibility of such damages.

7.0 Survival

The following Sections and Schedules shall survive the expiration or termination of this Agreement regardless of the reasons for its expiration or termination, in addition to any other provision which by law or by its nature should survive: Section 4 of the Agreement, Loss or Damage to Lessee's Property; Section 6 of the Agreement, Liabilities; Section 9 of the Agreement, Governing Law; Schedule A, and Schedule B.

8.0 Previous Agreements

The present Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes and replaces all prior agreements, undertakings, negotiations and discussions of the parties.

9.0 Governing Law

This Agreement shall be governed and construed in accordance with the laws of the province of Quebec and the laws of Canada applicable therein. The parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of the province of Quebec for any legal proceedings arising out of this Agreement or the performance of the obligations hereunder

10.0 Force Majeure

If it should be impossible to present the Event contemplated herein due to reasons of war, civil unrest, fire, flooding, prolonged disruption of electrical supply, natural disaster or other unforeseeable or irresistible event beyond the control of the parties to the present Agreement, this Agreement shall be terminated, the monies advanced toward the rental contemplated herein shall be applied to cover expenses incurred to date and the balance, if any, shall be returned to the Lessee and the parties shall be free of any and all obligations expressed or implied herein, unless it is possible and desirable for both parties to agree to new date(s) and/or new conditions for the presentation of this Event.

11.0 Sublease

The Lessee may not sublease the Leased Premises nor may the Lessee assign or otherwise transfer the rights, privileges or claims conferred by the present Lease Agreement.

12.0 Health and Safety

The Lessee is responsible for proper usage, adherence to safety regulations and room capacity limitations and compliance with the Lessor's operational procedures, as may be communicated to Lessee. Corridors, stairways and aisles must be kept free of obstructions. The Lessee is responsible for ensuring that all attendees of the Event are aware of Health and Safety issues (such as fire emergency procedures) and for the proper conduct of all attendees.

13.0 Notices

All notices under the terms of this Agreement shall be given in writing and sent by registered mail, facsimile transmission, e-mail or shall be delivered by hand to the following addresses:

To Concordia University: Marvin Cooper
7141 Sherbrooke St. W
Montreal, Que
H4B 1R6

Fax No.: (514) 848-8637
E-mail: marvinc@alcor.concordia.ca

To Lessee: Jean-Levy Champagne

E-mail: dl@ultimatemontreal.ca

All notices shall be presumed to have been received when they are hand delivered or receipt acknowledged when they are e-mailed, or five (5) Business Days after their mailing, or on the Business Day following the day of facsimile transmission.

14.0 Severability

If any provision, or portion thereof, of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions of this Agreement, and each provision, or portion thereof, is hereby declared to be separate, severable and distinct.

15.0 Waiver

A waiver of any provision of this Agreement shall only be valid if provided in writing and shall only be applicable to the specific incident and occurrence so waived. The failure by either party to insist upon the strict performance of this Agreement, or to exercise any term thereof, shall not act as a waiver of any right, promise or term, which shall continue in full force and effect.

16.0 Number and Gender

Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders.

17.0 Conflicts

In the event of any conflict or inconsistency between the terms of the main body of this Agreement and any Schedule, the terms of the main body of this Agreement shall prevail, unless otherwise expressly indicated.

18.0 Amendment

This Agreement may only be amended by written agreement duly executed by authorized representatives of the parties.

19.0 Advice of Counsel

Each party of this Agreement represents and warrants to each other that such party has read and fully understands the terms and provisions hereof, has had an opportunity to review this Agreement with legal counsel, and has executed this Agreement based upon such party's own judgment and advice of independent legal counsel (if sought).

20.0 Language of the Agreement

The parties hereto have requested that the Agreement and all correspondence and all documentation related to this Agreement be written in the English language. Les parties aux présentes ont exigé que le présent contrat, de même que toute la correspondance et la documentation relative à ce contrat, soient rédigées en langue anglaise.

21.0 Signature

The parties represent that they have the authority to enter into this Agreement and that their respective performance of their obligations under this Agreement will not conflict with any other contracts, agreements, or understandings to which they are a party.

It is agreed by the parties that facsimile signatures will be considered originals in the execution of this Agreement

The parties have signed.

For **Concordia University**:

_Marvin Cooper_____
Printed Name

 _____
Signature

_Facility Manger_____
Title

_May 25 2009_____
Date

FOR LESSEES

The undersigned representative of the Lessee hereby personally guarantees to the Lessor payment of any and all sums due under the present Agreement, without benefit of discussion.

Printed Name

Date of Birth

Signature

Social Insurance Number

Title

Residential Address

Date

Schedule A

1. **Leased Premises**

- 1.1 This Agreement is for the use of the following Leased Premises:
the fields situated on the Loyola Campus of Concordia University, located at 7200 Sherbrooke Street West, Montreal, Quebec

2. **Lessee's Responsibilities**

- 2.1 The use of cleats with studs longer than half (1/2) inch is prohibited on the Leased Premises.
- 2.2 No animals, including dogs, are permitted on the Leased Premises.
- 2.3 The Lessee shall ensure that all garbage is thrown onto the garbage bins.
- 2.4 Gum and sunflower seeds are not permitted on the Leased Premises.
- 2.5 Soccer nets may only be moved under the supervision of the Lessor's field manager.
- 2.6 The Lessee is responsible for payment of any fines levied.
- 2.7 The Lessee is responsible for the conduct of its members.
- 2.8 No admission fee may be charged by the Lessee without the prior written permission of the Lessor.

3. **Cancellation/Termination**

- 3.1 The Lessee may not cancel or suspend an Event and the associated rental period during the term of this Agreement and is not entitled to any compensation for unused rental periods.
- 3.2 The Lessor reserves the right to cancel any rental period during the term of this Agreement for reasonable cause, as determined by the Lessor.
- 3.3 The Agreement may be terminated immediately by the Lessor in the case of a breach of any provision in this Agreement by the Lessee.

Schedule B

Rental Fees:

The rental fees for the Leased Premises are:
\$114.50/hour without lights (taxes included)
\$139.50/hour with lights (taxes included)

The total rental fees are: 2898\$ for Tuesdays, 3348\$ for Thursdays. 6246\$ Total