

June 2, 2025

- ✓ Jeff, further to our discussion last week, we are sending you a few requests for consideration.
- ✓ There are 2 (two) items, that need IMMEDIATE ATTENTION
  - There is a tree growing inside the cage around the Air-conditioning unit... The tree is right up to the eaves on the building... not good... however it does not seem to be in the unit itself yet.
  - There is a Huge infestation of ANTS around at least the front perimeter of the building... they are EATING THE BUILDING... and possibly contributing to the door problems.
- ✓ We recognize that the Town has many worthy organizations to consider, and with that in mind we are striving to be super reasonable.
- ✓ We are totally happy to negotiate, and this is meant to be a place to start.
- ✓ Our end goal is to have an agreement that will be enduring so we don't need to redo the agreement for a good many years.
- ✓ Our hope is that it will be specific and very clear... as our Executive changes regularly.

1) Is there a possibility that we could have the Senior Bus serviced by the Town mechanic at a "family rate".

2) Would the Town consider sharing the cost on repairs/replacement of items that are part of the building structure such as doors/windows/boiler/and air-conditioner.

3) Could we ask that the person who checks the boilers and air-conditioner etc. for the town, do the Tanner on a regular basis as well.

We would pay for that service of course... our intent is that from now on, it would be done on a regular basis to avoid major repair bills.

4) GRANTS... Is there someone from the town that could alert us of Grants that we could apply for to offset costs of new windows and perhaps solar panels for the roof etc. which could potentially save all of us money?

Thank you again for meeting with us Jeff... I look forward to your reply... or further negotiations.

Dianne  
403.795.6826

**Commercial Lease Agreement**

THIS LEASE (this "Lease") dated this 30 day of October, 2009

**BETWEEN:**

**The Town of Cardston**  
Address: Cardston, Alberta  
(the "Landlord")  
OF THE FIRST PART  
- AND -

**The Cardston Seniors Society**  
**A society incorporated under the Laws of the Province of Alberta**  
Address: Cardston, Alberta

(the "Tenant")  
OF THE SECOND PART

**IN CONSIDERATION OF** the Landlord leasing certain lands and premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Lease agree as follows:

**Leased Premises**

1. The Landlord agrees to rent to the Tenant the land and building known as the Tanner Centennial Seniors Center and municipally described as a Portion of Lot 2, Block 21, Plan Cardston 1793E (260 1<sup>st</sup> Street West). Which space shall hereinafter be described as "The Premises".
2. The Premises will be used for only the following permitted use (the "Permitted Use"): a social club for the accommodation, recreation and convenience of the members of Cardston Seniors Society and others.

**Term**

3. The term of the Lease is for 25 years to commence at 12:00 noon on November 1, 2009.
4. Notwithstanding that the term of this Lease commences on November 1, 2009 the Tenant is entitled to continuous possession of the Premises from the end of the term of the previous lease to the beginning of the term of this lease.

### **Rent**

5. Subject to the provisions of this Lease, the Tenant will pay a base rent (the "Base Rent") of \$1.00 each year for the Premises.
6. The Tenant will pay the Base Rent on or before November 1 of each and every year of the term of this Lease to the Landlord.

### **Operating Costs**

7. The Tenant shall be responsible for building maintenance and repairs unless otherwise specified in this agreement.
8. In addition to the Base Rent and as Additional Rent, without setoff, abatement or deduction, the Tenant shall pay, from time to time as determined, all additional costs to the Landlord, if any, of insurance, taxes, rates, user fees, duties, assessments or charges that may pertain to the use or occupation of the Premises by the Tenant.
9. The Landlord shall be responsible for mowing and maintaining the lawn and for snow removal in the winter, and the Tenant and the Landlord may enter into agreements from time to time for the Town to provide additional services for compensation, or for additional Rent.

### **Use and Occupation**

10. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, provincial, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.

### **Quiet Enjoyment**

11. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

### **Overholding**

12. If the Tenant continues to occupy the Premises with the written consent of the Landlord after the expiration or other termination of the term, then, without any further written agreement, the Tenant will be a year to year tenant at a minimum monthly rental equal to the Base Rent and subject always to all of the other provisions of this Lease.
  1. If the Tenant continues to occupy the Premises without the written consent of the Landlord at the expiration or other termination of the term, then the Tenant will be a tenant at

will and will pay to the Landlord, as liquidated damages and not as rent, an amount equal to the Base Rent plus any Additional Rent during the period of such occupancy.

### **Insurance**

13. The Tenant is hereby advised and understands that the building and the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss.
14. The Tenant is responsible for insuring the Premises for liability insurance for the benefit of the Tenant and the Landlord. Proof of such insurance coverage shall be provided to the Landlord by the Tenant upon demand and shall be in such amounts and under such terms as the Landlord may reasonable require from time to time.

### **Governing Law**

15. It is the intention of the parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the Province of Alberta, without regard to the jurisdiction in which any action or special proceeding may be instituted.

### **Severability**

16. If there is a conflict between any provision of this Lease and the applicable legislation of the Province of Alberta (the "Act"), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

### **Assignment and Subletting**

17. Without the prior, express, and written consent of the Landlord, the Tenant will not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises. A consent by Landlord to one assignment, subletting, concession, or license will not be deemed to be a consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Landlord, or an assignment or subletting by operation of law, will be void and will, at Landlord's option, terminate this Lease. Licensing the use of the premises for family or community events such as wedding receptions, memorial services, family reunions, health clinics, or similar programs or activities is permitted.

### **Care and Use of Premises**

18. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises or to any furnishings supplied by the Landlord.
19. The Tenant will not engage in any illegal trade or activity on or about the Premises.
20. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.
21. At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted. It being understood and agreed that the building is part of the land and belongs to the Landlord.

### **Hazardous Materials**

22. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

### **General Provisions**

23. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
24. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
25. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recovered by the Landlord as rental arrears.

IN WITNESS WHEREOF the Town of Cardston and The Cardston Seniors Society  
have duly affixed their signatures by duly authorized officers under seal on this 30  
day of October, 2009

\_\_\_\_\_  
Witness:

Elizabeth Fox  
Witness:

The Town of Cardston

per: \_\_\_\_\_

(SEAL)

Per: \_\_\_\_\_

Cardston Seniors Society

per: \_\_\_\_\_

(SEAL)

per: \_\_\_\_\_



## LEASE AGREEMENT

BETWEEN:

The Town of Cardston  
("Town")

AND

Cardston & District Agricultural Society  
("Society")

**Effective Date:** January 15, 2025

Whereas:

- A. The Town and the Society are presently parties to an agreement dated March 11, 2004 (the "**2004 Agreement**"), in which the Town has entered into agreement with the Society for the land and improvements for the purposes of providing activities and services related to agriculture for the Society members and for the local community.
- B. The Society has, at its expense, constructed improvements on the land including buildings commonly referred to as the "**Agridome**" (being the domed arena and adjoining office and kitchen area), slide track, farrier barn, south stall barn, north stall shed, feed barn, and west stall barn, corrals, and other improvements and fixtures (collectively the "**Improvements**"). It is acknowledged that the Society owns certain chattels used on the Premises that are not the subject of this Lease.
- C. The Society wishes to continue to provide agricultural-related activities and services to the community and the Town wishes to continue to support these endeavors.
- D. The parties wish to enter in to a new lease clarifying the relationship between them.

Therefore, the parties covenant and agree as follows:

### 1. Premises Leased

The Town hereby leases to the Society the land and Improvements (the "**Premises**") located in Cardston, Alberta, for rent in the amount of \$10 (ten dollars) per year,



payable by the 15<sup>th</sup> day of January during each year of the term of this Lease, on the terms and conditions set forth herein. A map of the area is attached as "**Schedule A**".

## **2. Term of Lease**

The term of this lease shall commence on January 15, 2025, and continue until December 31, 2050, unless terminated earlier as provided in this Lease.

## **3. Termination of Current Agreement**

This Lease replaces the 2004 Agreement, which as of the Effective Date is no longer of any force or effect.

## **4. Use of Premises**

- a. The Premises shall be used by the Society for agricultural and related community activities. No other use of the Premises shall be permitted without prior written consent of the Town.
- b. As a condition of occupancy, the Society is required to provide a minimum level of services and activities to the community. These services and activities include, but are not limited to:
  - i. hosting agricultural-related events such as rodeos and events related to rodeo;
  - ii. providing stables and related services for community members to board animals;
  - iii. providing access to the arena for community members wishing to use / rent facilities; and
  - iv. community activities in conjunction with celebrations such as Heritage Week.
- c. The Society shall not cause or allow noxious substances or offensive smells emanating from the Premises to unreasonably interfere with the use and enjoyment of nearby properties within the Town of Cardston.

## **5. Utilities & Services**

- a. The Town shall provide water, sewer, and garbage services to the Premises.

- b. The Society shall be responsible for the payment of all charges related to:
  - i. water, sewer, and garbage services; and
  - ii. electricity, gas, and any other utilities used on the Premises.

## **6. Other Services**

The Society shall promptly pay for any other services, including but not limited to equipment, labour, and materials, provided by the Town to the Premises pursuant to any other agreement from time to time between the parties.

## **7. Maintenance and Repairs**

- a. The Town shall be responsible for the maintenance, repair, upkeep and associated costs of:
  - i. water and sewer main lines serving the Premises; and
  - ii. structural components and roof exterior of the Agridome (but not of any other building or structure located on the Premises) provided that the Town's financial obligation shall be limited to supplement as necessary the cost of such maintenance, repair, and upkeep after the Society has applied for and contributed any fund available from grants or other sources available to it as an agricultural society.
- b. The Society shall be responsible for the maintenance, repair and upkeep and associated costs of:
  - i. utility service lines, including any extensions from the water and sewer mains to buildings on the Premises;
  - ii. electricity, gas and any other utility lines servicing the Premises;
  - iii. all components of the Agridome not the responsibility of the Town; and
  - iv. all components of all other Improvements.

## **8. Future Improvements**

- a. The Society shall be solely responsible for funding, planning, and carrying out any future improvements to the Premises.

- b. The Society shall not construct any new buildings or make structural alterations or modifications to existing buildings without the prior written consent of the Town.
- c. Any approved construction, alterations or modifications shall be carried out in accordance with the plan approved by the Town or its agents.
- d. All future improvements must comply with applicable building codes and regulations.
- e. All present and future improvements to the Premises made by the Society shall be deemed "contributed assets" and shall be deemed to be the property of the Town. The Society shall provide the Town with an annual summary of all future improvements made to the Premises, along with any associated costs (the "Improvements Report").
- f. Upon execution of this agreement, the Ag Society will provide the Town with an asset listing of any qualified assets (qualified assets meaning those related to the buildings, not assets related to small equipment and other chattels) that are included in the financial statements of the society including their current book value(s). These shall all be gifted to the Town and the Town will manage the asset management and depreciation of assets going forward as per the section 8.e. above.

#### **9. Use of Premises as Collateral Prohibited**

The Society shall not, under any circumstances, use the Premises as collateral or security for any borrowing or financial obligations. The Society acknowledges that it does not hold title to the Premises and has no authority to encumber the property in any way.

#### **10. Insurance**

- a. The Town shall maintain and keep in full force and effect an insurance policy covering the buildings on the Premises against damage or loss, including but not limited to fire and other perils, in an amount sufficient to cover the full replacement value of the buildings.
- b. The Society shall maintain and keep in full force and effect an insurance policy covering all activities conducted on the Premises, including but not limited to public liability insurance, with limits of not less than \$3,000,000 (three million dollars), to protect against claims for personal injury, death, or property damage

("Liability Insurance"). The Society shall provide proof of such insurance to the Town annually or upon request.

#### **11. Indemnification**

- a. The Society shall indemnify, defend, and hold harmless the Town, its officers, agents, employees, and representatives, from and against any and all claims, actions, liabilities, damages, losses, and expenses (including legal fees) arising out of or related to the Society's use of the Premises, including but not limited to injury or death to any person, or damage to any property, except to the extent such claims arise from the Town's negligence or willful misconduct.
- b. The Town shall indemnify, defend, and hold harmless the Society, its officers, agents, employees, and representatives, from and against any and all claims, actions, liabilities, damages, losses, and expenses (including legal fees) arising out of or related to the Town's responsibilities under this Lease, except to the extent such claims arise from the Society's negligence or willful misconduct.

#### **12. Assignment and Subletting**

The Society shall not assign, sublease, or transfer any part of its interest in this Lease or the Premises without the prior written consent of the Town. Any such transfer, assignment or subletting without consent shall be null and void. The Town reserves the right to withhold consent in its sole discretion.

#### **13. Expulsion from Premises**

The Society may establish discipline policies relating to breach of the Society's policies, rules, and agreements, but shall not expel persons from the facilities. Persons violating the Town's Facility Conduct Policy shall be dealt with according to the provisions of that policy.

#### **14. Compliance with Laws & Acts**

The Society shall comply with all applicable municipal, provincial, and federal laws, bylaws, regulations, codes and ordinances in its use and operation of the Premises, including but not limited to those related to safety, health, and zoning. The Society shall obtain and maintain all necessary licenses, permits, and approvals required for its activities on the Premises. The Society shall remain a valid and subsisting Society under the *Agricultural Societies Act* and Regulations.

## 15. Environmental Compliance

The Society shall be responsible for the cost of remedying any environmental damage in violation of and for any fines or penalties assessed under the *Environmental Protection and Enhancement Act* and Regulations caused directly or indirectly by the Society, its employees, contractors, or agents and shall indemnify the Town from any costs or liabilities arising from such damage.

## 16. Quiet Enjoyment

The Town covenants that, as long as the Society complies with the terms of this Lease, the Society shall have peaceful and quiet enjoyment of the Premises without interference or disturbance by the Town or any other party claiming through the Town.

## 17. Inspection

- a. Notwithstanding Section 16, the Town reserves the right to have its employees, agents or representatives inspect the Premises upon giving the Society forty-eight hours' notice to the Society.
- b. The Town reserves the right, at its cost, to have an inspection of any building or utility service on the Premises by a professional consultant (the "**Inspection Report**"). If the Inspection Report identifies a material deficiency in the condition or state of repair of any part of the Premises not relating to the structure or exterior roof of the Agridome (a "**Material Deficiency**") the Town may notify the Society of the Material Deficiency, and the Society shall remedy, at its cost, the Material Deficiency within the time prescribed in the Building Report.

## 18. Default Notice

- a. If the Society fails to comply with any provision of this Lease, the Town may provide written notice to the Society specifying the nature of the default and a reasonable time within which the default shall be cured by the Society. Unless the default endangers the health or safety of people or is objectively an emergency, the time specified in the notice shall not be less than 15 days.
- b. If the Society does not cure the default within the time specified in the notice, the Town may cause its employees or agents to cure the default, in which case the cost of such remedy shall be deemed to be rent immediately payable under this Lease.

The Town's rights under this clause are in addition to any other rights or remedies available at law or in equity.

## **19. Termination**

- a. This Lease may be terminated by either party by giving at least one year's written notice to the other party or as otherwise provided in this Lease.
- b. The Town may terminate this Lease by giving at least 60 days' notice in the event of any of the following breaches of this Lease:
  - i. failure to pay rent or other sum when due to the Town;
  - ii. contravention of Subsection 4(a);
  - iii. failure to provide the services set out in Subsection 4(b);
  - iv. contravention of Section 9;
  - v. failure to maintain Liability Insurance (Subsection 10(b));
  - vi. contravention of Section 12;
  - vii. contravention of Section 14;
  - viii. having received notice from the Town, failure to remedy a Material Deficiency within the time prescribed in the Inspection Report as per Section 17; or
  - ix. failure to remain financially solvent.
- c. The right to terminate this Lease for breach is in addition to any other remedy available to the Town at law or in equity.
- d. Upon termination, the Society shall vacate the Premises and return it to the Town in substantially the same condition as at the commencement of the Lease, reasonable wear and tear excepted. Upon termination, the Town will take sole ownership of and responsibility for all Improvements.

## **20. Reporting**

The Society shall, no later than April 30 of each year during the term of this Lease:

- a. provide to the Town a written report (the “**Annual Report**”) containing at least the following items, along with any other information that the Town may deem relevant from time to time:
  - i. Improvements Report;
  - ii. proof of Liability Insurance;
  - iii. confirmation of good standing under the Agricultural Societies Act;
  - iv. the Society’s annual financial statement;
  - v. a report on any progress related to inspections and material deficiencies previously identified; and
- b. send a delegation to appear before the Town Council to present highlights of the Annual Report, past activities, and plans for the upcoming year, and any other relevant information, to the Mayor and Council members.

Failure to so report shall entitle the Town to appoint a member of Town Council to be a member of the Society’s Board of Directors, and such Board member shall have the full slate of rights as have other Board members including the right to attend Board meetings and to vote. Upon such appointment, the Society shall diligently take all necessary steps pursuant to the Agricultural Societies Act or otherwise to confirm and allow for the appointment.

## **21. Notices**

Notices shall be delivered by email to the following addresses:

Town: info@cardston.ca

Society: cardstonag@gmail.com

and shall be deemed to have been received 24 hours after the email is sent.

## **22. Dispute Resolution**

In the event of any dispute or disagreement between the Town and the Society arising out of or in connection with this Lease, the parties shall first attempt to resolve the dispute through good faith negotiations which may include mediation. Either party may pursue any legal remedies available under the laws of the Province of Alberta.

### 23. Force Majeure

Neither party shall be liable for any failure to perform its obligations under this Lease if such failure is caused by events beyond the reasonable control of the party, including but not limited to acts of God, war, riots, strikes, floods, or governmental actions. However, the affected party shall promptly notify the other party of such event and shall use reasonable efforts to mitigate the effects of the delay. This provision does not excuse the party from performing its obligations once the event no longer prevents the performance.

### 24. Governing Law

This Lease shall be governed by and construed in accordance with the laws of the Province of Alberta.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement on the

\_\_\_\_\_ day of \_\_\_\_\_, 2025.

Town of Cardston

By: \_\_\_\_\_

Name:

Title:

Cardston & District Agricultural Society

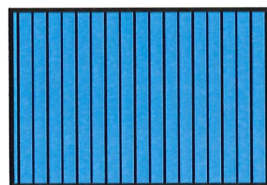
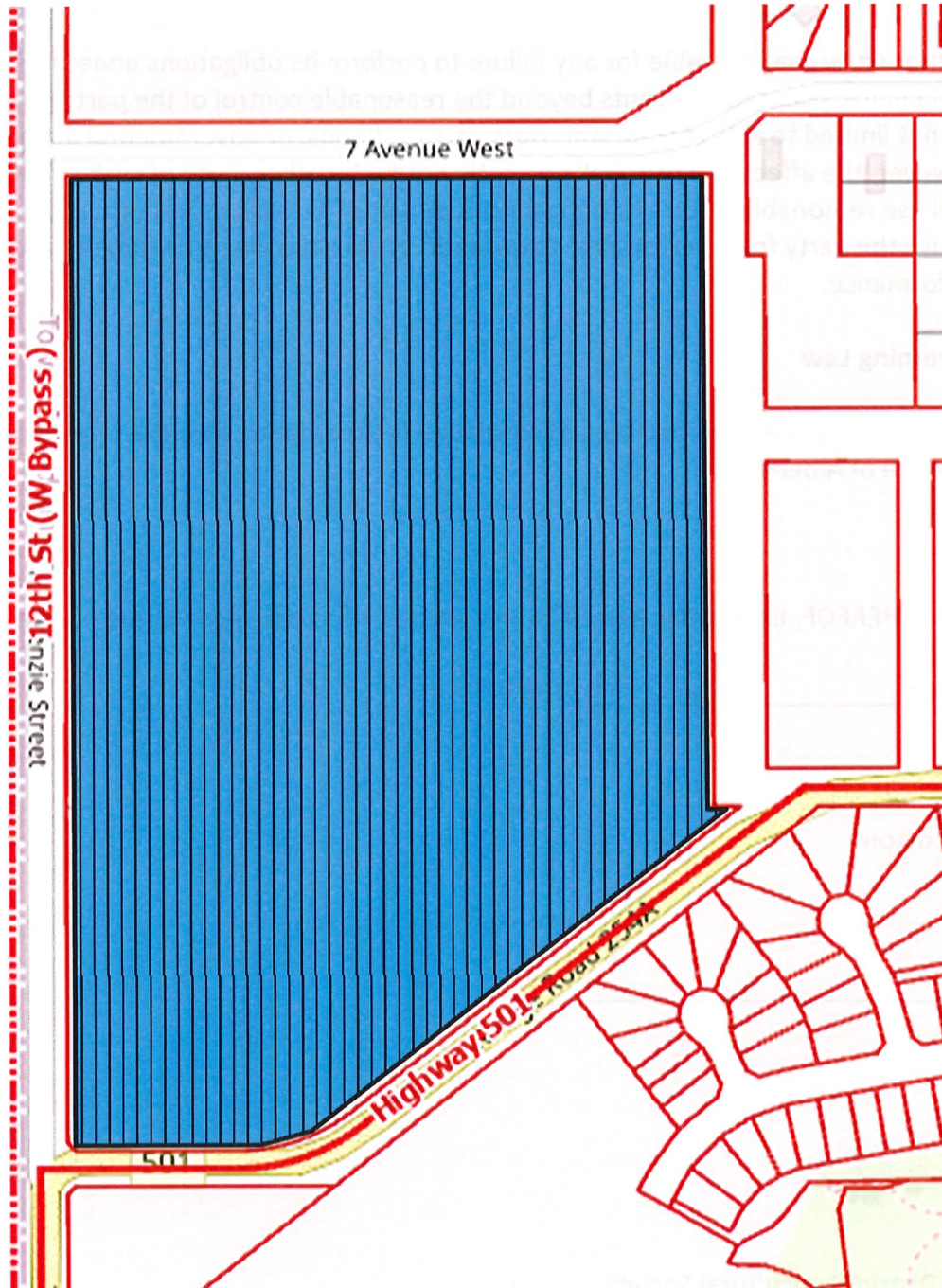
By: \_\_\_\_\_

Name:

Title:



SCHEDULE "A"



= "Premises" located  
at 880, 12th Street West,  
Cardston Alberta

## AMENDING AGREEMENT

An amendment to the Lease Agreement dated January 15, 2025 (the "**Original Lease**") between:

The Town of Cardston

and

The Cardston & District Agricultural Society

Whereas both parties have identified clauses in the Original Lease that need to be amended for the successful operation of the lease;

Therefore, the parties agree that:

1. Section 8(e), which reads

"All present and future improvements to the Premises made by the Society shall be deemed "contributed assets" and shall be deemed to be the property of the Town. The Society shall provide the Town with an annual summary of all future improvements made to the Premises, along with any associated costs (the "**Improvements Report**")."

is replaced with

"All present and future improvements to the Premises made by the Society shall be deemed "contributed assets" and shall be deemed to be the property of the Town. The Society shall provide the Town with an annual summary of all improvements made to the Premises, along with any associated costs on or before January 31 for the previous calendar year. (the "**Improvements Report**")."

2. Section 17 (b), which reads

"If the Inspection Report identifies a material deficiency in the condition or state of repair of any part of the Premises not relating to the structure of exterior roof of the Agridome (a "Material Deficiency") the Town may notify the Society of the Material Deficiency, and the Society shall remedy, at its cost, the Material Deficiency within the time prescribed in the Building Report."

is replaced with

"If the Inspection Report identifies a material deficiency in the condition or state of repair of any part of the Premises not relating to the structure of exterior roof of the Agridome (a "Material Deficiency") the Town may notify the Society of the Material Deficiency, and the Society shall remedy, at its cost, the Material Deficiency within the time *mutually agreed by the Town and the Society*."

3. Section 20, which reads

"The Society shall, no later than April 30 of each year during the term of this Lease:

- a. provide to the Town a written report (the "**Annual Report**") containing at least the following items, along with any other information that the Town may deem relevant from time to time:
  - i. Improvements Report;
  - ii. proof of Liability Insurance;
  - iii. confirmation of good standing under the Agricultural Societies Act;
  - iv. the Society's annual financial statement;
  - v. a report on any progress related to inspections and material deficiencies previously identified; and
- b. send a delegation to appear before the Town Council to present highlights of the Annual Report, past activities, and plans for the upcoming year, and any other relevant information, to the Mayor and Council members.

Failure to so report shall entitle the Town to appoint a member of Town Council to be a member of the Society's Board of Directors, and such Board member shall have the full slate of rights as have other Board members including the right to attend Board meetings and to vote. Upon such appointment, the Society shall diligently take all necessary steps pursuant to the Agricultural Societies Act or otherwise to confirm and allow for the appointment."

is replaced with

"The Society shall, during each year of the term of this Lease:

- a. provide to the Town a written report (the "**Annual Report**") *by April 30 of each year* containing at least the following items, along with any other information that the Town may deem relevant from time to time:
  - i. Improvements Report;
  - ii. proof of Liability Insurance *dated within the previous 12 months*;
  - iii. confirmation of good standing under the Agricultural Societies Act *dated within the previous 12 months*;

- iv. the Society's annual financial statement *of the previous fiscal year*;
- v. a report on any progress related to inspections and material deficiencies previously identified; and

- b. send a delegation to appear *no later than May 31* before the Town Council to present highlights of the Annual Report, past activities, and plans for the upcoming year, and any other relevant information, to the Mayor and Council members.

Failure to so report shall entitle the Town to appoint a member of Town Council to be a member of the Society's Board of Directors, and such Board member shall have the full slate of rights as have other Board members including the right to attend Board meetings and to vote. Upon such appointment, the Society shall diligently take all necessary steps pursuant to the Agricultural Societies Act or otherwise to confirm and allow for the appointment."

DATED this \_\_\_\_\_ day of June, 2025.

TOWN OF CARDSTON

Per: \_\_\_\_\_

CARDSTON & DISTRICT AGRICULTURAL SOCIETY

Per: \_\_\_\_\_