



3698

APPROVED AND ORDERED 16. DEC. 1976

W.S. Dewar

Lieutenant-Governor

[Handwritten initials]

EXECUTIVE COUNCIL CHAMBERS, VICTORIA 16. DEC. 1976

Pursuant to the Public Schools Act, and upon the recommendation of the undersigned, the Lieutenant-Governor, by and with the advice and consent of the Executive Council, orders that WHEREAS the participating Boards in the Camosun College

Technical and Vocational Institute have not provided the buildings required for the operation of the College;

APPROVAL BE GRANTED to the Council of the Camosun College Technical and Vocational Institute to enter into a lease for the premises more particularly described in the Indenture attached hereto in accordance with the terms and conditions set out in the said Indenture.

AND FURTHER ORDERS THAT, pursuant to the Regulations Act, this Order be exempt from publication.

[Handwritten signature]

Minister of Education

W.R. Bennett

Presiding Member of the Executive Council

THIS INDENTURE made the day of , in the year of Our
LORD, one thousand nine hundred and seventy-six:

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

BETWEEN:

VICTORIA PRESS LIMITED, a body corporate
having a place of business at 2621 Douglas
Street, Victoria, British Columbia,

(hereinafter called "the Landlord")

OF THE FIRST PART

AND

THE COUNCIL OF

CAMOSUN COLLEGE TECHNICAL & VOCATIONAL
INSTITUTE, of 1950 Lansdowne Road,
Victoria, British Columbia,

(hereinafter called "the Tenant")

OF THE SECOND PART

WITNESSETH:-

1. That in consideration of the rents, covenants and conditions hereinafter respectively reserved and contained, the Landlord doth demise unto the Tenant, ALL AND SINGULAR those premises situate, lying and being in the City of Victoria in the Province of British Columbia, and more particularly known and described on the Schedule attached hereto, for the purpose of a classroom laboratory for dental assistants.
2. TO HAVE AND TO HOLD the said demised premises for and during the term commencing on the first day of January, 1977, and terminating on the 31st day of December, 1979; PROVIDED HOWEVER that unless the use of the demised premises shall unduly interfere with the business of the Landlord (of which the Landlord shall be the sole judge), the Tenant shall have the option to renew the term of the lease for a further three (3) year period, upon the Tenant notifying the Landlord of its intention to renew at least three (3) months before the end of the term. The rent for such renewal period shall be as agreed upon between the parties hereto or failing agreement as shall be settled by arbitration, pursuant to the Arbitration Act of the Province of British Columbia or other equivalent legislation then in force, and the terms and conditions of said renewal lease shall be the same as those that are herein contained except as to rent and as to this renewal clause.

YIELDING AND PAYING therefor a rental of Forty-five Thousand (\$45,000.00) Dollars payable monthly in advance in equal installments of TWELVE HUNDRED AND FIFTY (\$1,250.00) DOLLARS each on the first day of each month during the said term, commencing on the first day of January, 1977.

4. THE TENANT covenants with the Landlord as follows:-

(a) To pay rent and such taxes, duties and assessments as may be levied in respect of the personal property (including Tenant's fixtures) or business of the Tenant on the demised premises, or the improvements thereto made by the Tenant.

(b) If the municipal taxes assessed against the lands of the Landlord, and the building erected thereon of which the demised premises form a part, in any calendar year during the term shall be greater than the municipal taxes for 1976, to pay within thirty (30) days after written demand by the Landlord that portion of the increase in taxes which bears the same relation to such increase as the total floor area of the demised premises bears to the total floor area in the building. The Landlord shall on demand, supply such information as the Tenant may reasonably require as to the total area in the building.

(c) To pay all charges for gas and telephone supplied, delivered, provided to or made available upon the demised premises.

(d) To repair, reasonable wear and tear and damage by fire, lightning, tempest, acts of God, civil disorder and the Queen's enemies excepted.

(e) That the Landlord may enter and view the state of repair and that the Tenant will repair according to notice.

(f) And that it will leave the premises in the same condition of repair in which they existed prior to the entry of the Tenant into possession, reasonable wear and tear, and damage by fire, lightning, tempest, acts of God, civil disorder and the Queen's enemies excepted.

(g) To do, suffer or permit no act or neglect which may in any manner directly or indirectly cause injury to the demised premises or to the building of which the demised premises form a part or to any fixtures or appurtenances thereof or which may be or become a nuisance or interference with the comfort of any of the occupants of the said building or which may in the opinion of the Landlord, interfere with the operation of the business carried on by the Landlord in the building in which the demised premises are a part.

(h) Not to exhibit signs of any nature on walls, doors or windows without first obtaining the approval of the Landlord.

(i) Not to do or permit anything to be done whereby any policy of insurance on the said building or any part thereof may become void or voidable or whereby the premium thereon may be increased.

(j) That the Tenant will not assign or sublet without the Landlord's consent in writing.

(k) To keep the demised premises free of rubbish and debris at all times, and to provide proper receptacles for waste and rubbish.

(l) To abide by and comply with all laws, rules and regulations of every municipal or other authority which in any manner relate to or affect the Tenant or the use of the demised premises by the Tenant, and to save harmless the Landlord from all costs, charges or damages to which the Landlord may be put or suffer by reason of the breach by the Tenant of any such law, rule or regulation.

(m) To maintain at the Tenant's sole expense, but for the common benefit of Landlord and Tenant, liability insurance in form and amount satisfactory to the Landlord, but not less than \$ 200,000.00 .

(n) To pay on written demand from the Landlord the cost of janitorial services in excess of that supplied at the Landlord's expense pursuant to the terms of this lease.

(o) Not to make any alterations, installations, removals, additions or improvements in or about the demised premises without the Landlord's prior written consent.

(p) That if any payments of rent or any part thereof whether the same are demanded or not, are not paid when they become due or if the Tenant shall violate or neglect any covenant, agreement or stipulation herein contained on its part to be kept, performed or observed and any such default on the part of the Tenant shall continue for fifteen (15) days after the written notice thereof to the Tenant by the Landlord, or in case the demised premises shall be vacated or become vacated or remain unoccupied for fifteen (15) days then and in any such case the Landlord in addition to any other remedy now or hereafter provided by law may at its option cancel and annul this lease forthwith and re-enter and take possession immediately by force if necessary without any previous notice of intention to re-enter and may remove all persons and property therefrom and may use such force and assistance in making such removal as the

Landlord may deem advisable to recover at once full and exclusive possession of the demised premises and such re-entry shall not operate as a waiver or satisfaction in whole or in part of any right, claim or demand arising out of or connected with any breach or violation by the Tenant of any covenant or agreement on its part to be performed.

5. THE LANDLORD COVENANTS WITH THE TENANT:-

(a) To provide at its expense,

- drapes to screen the windows within the demised premises
- water and sewer lines to the north and south walls of the demised premises, between the east wall and the pillar in each case;
- four parking stalls.

(b) To provide heat, light, power, water, air conditioning and janitorial service to the reasonable requirements of the Tenant, PROVIDED HOWEVER that the Landlord shall have the right to charge the Tenant for janitorial services in excess of the normal services of cleaning, dusting and waxing; AND FURTHER PROVIDED that should the Tenant introduce equipment demanding an increase in supplied power, the Landlord shall have the right to charge the Tenant for such additional power and wiring costs involved.

(c) To allow the Tenant's students and instructors to make use of the cafeteria within the said building, at all times during which the cafeteria is open, with the exception of the hour between 11:00 a.m. and 12:00 p.m.

(d) That the rental referred to hereinbefore shall include the use of the premises, and the cost of providing heat, light, air conditioning and janitorial services to the extent referred to hereinbefore.

(e) For quiet enjoyment;

(f) To maintain in good repair the water and sewer lines and the heating and electrical systems on the property of the Landlord, which provide service to the demised premises, subject to the terms and conditions contained herein.

(g) To allow the Tenant to install exposed plumbing within the demised premises to serve no more than 18 dental chairs; Provided that the Tenant, at the request of the Landlord at the end of the term or any renewal thereof, shall remove such plumbing and restore the demised premises to the condition in which they existed prior to such installation.

6. THE LANDLORD AND THE TENANT MUTUALLY AGREE AS FOLLOWS:

(a) All articles of personal property and all machinery and equipment, cabinet work, and movable partitions owned or installed by the Tenant at the expense of the Tenant in the demised premises shall remain the property of the Tenant and may be removed by the Tenant at any time during the term provided that the Tenant at its expense shall repair any damage to the demised premises or the building in which the demised premises are located caused by such removal or the original installation. The Landlord may elect to require the Tenant to remove all or any part of the aforescribed property at the expiration of this lease in which event such removal shall be done at the Tenant's expense and the Tenant shall at its expense repair any damage to the demised premises or the said building caused by such removal. If the Tenant does not remove its property forthwith after written demand by the Landlord, such property shall if the Landlord elects, be deemed to become the Landlord's property or the Landlord may remove the same at the expense of the Tenant the cost of such removal to be paid by the Tenant forthwith to the Landlord on written demand. The Landlord not to be responsible for any loss or damage to such property because of such removal.

(b) The Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the building or from pipes, appliances or plumbing works or from the roof, street or subsurface or from any other place or by dampness or for any such injury or damage by any cause of whatsoever nature provided such injury or damage is not caused by the negligence of the Landlord or its servant or agent.

(c) The Tenant shall reimburse the Landlord for all expenses, damages, loss or fines incurred or suffered by the Landlord by reason of any breach, violation or non-performance by the Tenant of any covenant or provision of this lease or by reason of damage to persons or property caused by the Tenant, its servants or agents.

The Landlord shall reimburse the Tenant for all expenses, damages, loss or fines incurred or suffered by the Tenant by reason of any breach, violation or non-performance by the Landlord of any covenant or provision of this lease or by reason of damage to persons or property caused by the Landlord, its servants or agents.

(d) In the event that it shall be necessary for the Landlord to retain the services of a Solicitor or any other proper person for the purpose of assisting the Landlord in enforcing any of its rights hereunder in the event of default on the part of the Tenant, it shall be entitled to collect from the Tenant the cost of all such services as if the same were rent reserved and in arrears hereunder.

(e) The failure of either party to insist upon strict performance of any covenant or condition contained in this lease or to exercise any right or option hereunder shall not be construed as a waiver or re-

linquishment for the future of any such covenant, condition, right or option. The acceptance of any rent or the performance of any obligation hereunder by a person other than the Tenant shall not be construed as an admission by the Landlord of any right, title or interest of such person as a sub-tenant, assignee, transferee or otherwise in the place and stead of the Tenant.

(f) The Landlord does not warrant that any service or facility provided by it hereunder will be free from interruptions caused or required by maintenance repairs, renewals, modifications, strikes, riots, Governmental intervention, insurrections, labour controversies, accidents, fuel shortages, force majeure, act of God or other cause of causes beyond the Landlord's reasonable care and control. No such interruption shall be deemed an eviction or disturbance of the Tenant's enjoyment of the demised premises, nor render the Landlord liable in damages to the Tenant nor relieve the parties from their obligations under this lease provided that the Landlord shall without delay take all reasonable steps to remove the cause of such interruptions.

(g) Any notice required or contemplated by any provision of this lease or which the Landlord and Tenant may desire to give to the other shall be sufficiently given by personal delivery or by registered letter, postage prepaid and mailed in one of her Majesty's Post Offices in the City of Victoria, British Columbia, and addressed to the party to whom such notice is to be given at the address of such party as given in this lease or at such other address as either party may notify the other of in writing during the term hereof and any such notice shall be effective as of the date of such personal delivery or as of the day following the date of such posting, as the case may be.

(h) If the Tenant shall holdover after the expiration of the term

granted and the Landlord shall accept rent, the new tenancy thereby created shall be deemed a monthly tenancy and not a yearly tenancy and shall be subject to the covenants and conditions herein contained insofar as the same are applicable to a tenancy from month to month.

IN WITNESS WHEREOF the Seal of the Tenant, and the Corporate Seal of the Landlord, were hereunto affixed in the presence of their duly authorized officers in that behalf, the day and year first above written.

THE SEAL OF CAMOSUN COLLEGE)
TECHNICAL & VOCATIONAL)
INSTITUTE was hereunto affixed)
in the presence of:-)
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THE CORPORATE SEAL OF VICTORIA)
PRESS LTD. was hereunto affixed)
in the presence of:-)
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THIS IS THE SCHEDULE REFERRED TO IN THE WRITTEN
LEASE.

The lands and premises of the Landlord and the improvements thereon having its civic address as 2621 Douglas Street, Victoria, British Columbia, and being a part of the improvements known as Areas C-40, C-41, and C-42 on the building plans for the improvements, having the area of Three Thousand (3,000) square feet; said demised premises bearing the civic addresses of 2623, 2625, and 2627 Douglas Street.