

**GOVERNMENT OF MANITOBA  
DEPARTMENT OF NATURAL RESOURCES AND NORTHERN DEVELOPMENT**

**CROPPING LEASE NO. \_\_\_\_\_**

**THIS LEASE AGREEMENT** made, in duplicate, and effective as of the 1<sup>st</sup> day of May, 2023, pursuant to *The Provincial Parks Act*, C.C.S.M. c. P20, as amended from time to time.

**BETWEEN:**

**HIS MAJESTY THE KING IN THE RIGHT  
OF THE PROVINCE OF MANITOBA,**  
Represented by the Minister responsible for the  
Department of Natural Resources and Northern Development,

("Manitoba"),

-and-

**LAST NAME, First Name  
ADDRESS  
Town, MB  
POSTAL CODE**

(the "Lessee").

**WHEREAS:**

- (a) The Lessee wishes to lease the Crown land in the Beaudry Provincial Park described in Schedule "A" to this Lease Agreement (the "Leased Lands") and has made application to Manitoba to lease the Leased Lands; and
- (b) Manitoba is prepared to lease the Leased Lands to the Lessee on the terms and conditions as set out in this Lease Agreement.

**NOW, THEREFORE,** in consideration of the premises and the rents hereby reserved, and the covenants, conditions, agreements and undertakings herein contained to be observed and performed on the part of the Lessee, Manitoba hereby leases to the Lessee, and the Lessee hereby leases from Manitoba, the Leased Lands for the agricultural purposes and subject to the terms and conditions hereinafter provided.

**THE PARTIES HEREBY COVENANT AND AGREE as follows:**

**LEASE TERM**

- 1. THAT the Lessee shall have and hold the Leased Lands for and during the term of **FIVE (5)** years from the **FIRST (1<sup>st</sup>)** day of **MAY, 2023** (the "Lease Commencement Date"), to the **THIRTIETH (30<sup>th</sup>)** day of **APRIL, 2028** (the said lease term being herein referred to as the "Lease Term"), unless earlier terminated in accordance with the termination provisions set out in this Lease Agreement or any termination provisions contained in *The Provincial Parks Act*, C.C.S.M. c. P20 (the "Act"), or regulations made under that Act (the "Regulations").

**ANNUAL RENT**

- 2. THAT, during the Lease Term, the Lessee shall pay in full without deduction, set-off or abatement to Manitoba at the address referred to in paragraph 44 a) hereof, or at such other

address as Manitoba may from time to time designate, annual rent, at the rate of \$XXXXX per acre, for XXX acres, for a total annual rent of RENTAL AMOUNT WRITEN (\$RENTAL AMOUNT NUMERICAL) (the "Annual Rent") for each Lease Year, plus the applicable federal Goods and Services Tax ("GST"). For the purposes of this Lease, "Lease Year" shall mean the period from May 1<sup>st</sup> in each year of the Lease Term up to and including the 30<sup>th</sup> day of April in the following year.

**PAYMENT OF ANNUAL RENT**

3. THAT the Annual Rent shall be paid by the Lessee, in each and every year of the Lease Term, in two equal instalments, commencing on the Lease Commencement Date and continuing thereafter on the first days of May and December in each and every year during the Lease Term, it being understood and agreed by the parties that there shall not be any adjustment of the Annual Rent in the event that any Lease Year during the Lease Term is less than a full twelve-month period unless Manitoba, in its sole discretion, otherwise agrees to any such adjustment.

Manitoba confirms that it has received a deposit from the Lessee in the amount of DEPOSIT AMOUNT WRITTEN (\$DEPOSIT AMOUNT NUMERICAL), which the parties agree shall be applied towards the first payment of the Annual Rent which is due and payable on May 1, 2023, being the Lease Commencement Date.

**INTEREST**

4. THAT without waiving any other rights that Manitoba may have by law or statute, if there is any default in the payment of any Annual Rent or other amount payable under either this Lease Agreement or under the Act and Regulations, or both, if the Lessee fails or neglects to pay any amount owing after one day from the due date shown on an invoice, the Lessee shall pay interest on such amount until paid in full, at the rate prescribed from time to time in the directives or regulations issued by the Minister of Finance under *The Financial Administration Act* (Manitoba).

**TAXES AND OTHER CHARGES**

5. The Lessee shall pay in each year included within the Lease Term, in addition to the Annual Rent, the following:
- a) directly to the municipal taxing authority, on or before the due date for payment thereof, all real property taxes, rates, duties and assessments, including school taxes and any other charges which may be added to the realty tax roll for the Leased Lands ("Property Taxes"), and the Lessee shall provide proof of payment of the Property Taxes to Manitoba in each and every year during the Lease Term; and
  - b) directly to the appropriate authority, as and when they become due, all taxes and other charges other than real property taxes, including (but not limited to) any and all utility charges and rates and similar taxes, rates, charges and assessments including payments in lieu thereof which may be charged, levied or assessed or required to be made in connection with the Leased Lands and any alterations and improvements to the Leased Lands, any goods and services tax, sales taxes, value-added taxes, or any other

such taxes not included in the Annual Rent or payable therewith, and any business or other taxes with respect to the occupation or use of the Leased Lands by the Lessee or any permitted subtenant (the "Other Charges"). The Lessee shall provide to Manitoba, as and when requested by Manitoba, evidence of payment of all Other Charges the non-payment of which could result in the creation of a lien or charge upon the Leased Lands.

**ADJUSTMENT OF ANNUAL RENT UPON WITHDRAWAL OF PART OR PARTS OF LEASED LANDS**

6. Should Manitoba withdraw any part of the Leased Lands pursuant to the provisions of paragraph 14 or paragraph 16:
- a) the Annual Rent payable under this Lease shall be adjusted effective as of the date or dates that any such part or parts of the Leased Lands are withdrawn so that the Lessee shall pay the Annual Rent attributable to only those portions of the Leased Lands which have not been withdrawn by Manitoba and which the Lessee has use of from time to time during the Lease Term, and
  - b) the Lessee shall cease to be responsible for the payment of Property Taxes and Other Charges as they relate to such part or parts of the Leased Lands as have been withdrawn by Manitoba as of the effective date of withdrawal of such part or parts of the Leased Lands.

7. In the event that an adjustment of the Annual Rent is required to be made in accordance with paragraph 6 as a result of the withdrawal by Manitoba of any part or parts of the Leased Lands, Manitoba may, in its discretion, either refund the amount of such adjustment to the Lessee within a reasonable period of time following withdrawal of lands from the Leased Lands or credit the amount of such adjustment to the next instalment of Annual Rent which shall become due and payable by the Lessee under this Lease Agreement. In the event that no further instalments of Annual Rent shall become due and payable by the Lessee pursuant to this Lease Agreement following withdrawal of any of the Leased Lands by Manitoba, Manitoba shall, subject to the provisions of this Lease Agreement, refund to the Lessee the amount of such adjustment within a reasonable period of time following withdrawal of the lands from the Leased Lands.

**MANITOBA'S RIGHT TO RECOVERY OF ARREARS**

8. Where any rent, taxes (or payment in lieu) or other amount payable by the Lessee under this Lease Agreement is in arrears or remains outstanding for a period of thirty (30) days, Manitoba or any authorized person may, in writing, and in addition to any other remedies available to Manitoba under this Lease Agreement or the Act, or both, issue a distress warrant to a person named therein who shall proceed, subject to any exemptions available to the Lessee under *The Landlord and Tenant Act* (Manitoba), to distrain the goods and chattels of the Lessee, wherever they are found on the Leased Lands, for the recovery of the rent or other amount in arrears or that is outstanding, and Manitoba may sell them; such distraining of the Lessee's goods

and chattels shall not deprive Manitoba of the right to recover such arrears or amount outstanding, or any remaining part thereof, by any other lawful means.

## USE OF THE LEASED LANDS

9. The Lessee shall:
- a) use the Leased Lands for the purpose of annual crop production only and not for any other purpose;
  - b) unless otherwise consented to by Manitoba, cultivate, seed and harvest the Leased Lands in each and every year of the Lease Term unless prevented by flooding, drought or similar causes;
  - c) use the Leased Lands in accordance with good management, husbandry and conservation practices;
  - d) at no time do, suffer or permit to be done any act or thing in or upon the Leased Lands which is or may be considered a nuisance or disturbance to the occupiers of any lands and premises adjoining or adjacent to, or in the vicinity of, the Leased Lands, or to the public generally, except as may be permitted by *The Farm Practices Protection Act* (Manitoba) but subject to sub-paragraph 11 b) of this Lease Agreement; and
  - e) at no time cause, allow or permit any liens (including, but not limited to, builders' liens) to arise or be filed against or in respect of any of the Leased Lands on account of any work, labour, services or materials supplied to or on behalf of the Lessee.

## WEEDS AND PESTICIDES

10. The Lessee:
- a) shall use all best efforts to rid the Leased Lands of noxious weeds and in this regard the Lessee shall comply with all lawful orders imposed by the relevant municipality or other government authority;
  - b) shall apply all pesticide, herbicide, fungicide and insecticide treatments only in accordance with the applicable laws and policies developed by the Department of Natural Resources and Northern Development from time to time;
  - c) may use fertilizer and/or chemicals on the Leased Lands as the Lessee deems appropriate, except in the final Lease Year when no chemicals with a residual of two (2) or more years (e.g. atrazine) shall be used;
  - d) shall implement such herbicide rotation program to reduce the risk of herbicide resistance as may be reasonably required by the Department of Natural Resources and Northern Development at any time;
  - e) shall promptly inform Manitoba of the development or the potential development of any herbicide resistant weeds on the Leased Lands;
  - f) shall provide Manitoba, upon request at any time, with an accurate written record of all pesticides, herbicides, fungicides and insecticides applied to the Leased Lands during each year within the Lease Term; and

- g) shall provide Manitoba with such other information as Manitoba may reasonably require from time to time in respect of the Lessee's use of the Leased Lands.

## PROHIBITIONS

11. The Lessee shall not:
- a) remove or permit the removal of any soil, peat, sod, sand, gravel, clay or any valuable stone or other such substance which may be found on or under the surface of the Leased Lands;
  - b) burn stubble nor permit the burning of stubble on the Leased Lands during the last year of the Lease Term;
  - c) sublet or underlet the Leased Lands or any part thereof, nor assign this Lease Agreement, without the prior written consent of Manitoba, which consent may be withheld at Manitoba's sole discretion;
  - d) use or allow any other person to use the Leased Lands or any part thereof for livestock to graze, pasture or feed, or for haying purposes, without first obtaining the necessary permit(s) or other approval(s) from the Department of Natural Resources and Northern Development;
  - e) remove any tree or further clear the Leased Lands or alter the drainage thereof, nor permit any of those occurrences;
  - f) not change the natural course of any waterways on the Leased Lands, except in accordance with a licence under *The Water Rights Act* (Manitoba);
  - g) occupy or allow anyone else to occupy the Leased Lands for residential purposes or construct any residence on any of the Leased Lands; nor
  - h) cause or permit any Hazardous Substances to be brought upon, kept or used in or about the Leased Lands without the prior written consent of Manitoba, which consent may be withheld for any reason or no reason. For the purposes of this clause, "Hazardous Substances" means any substance, class of substance or mixture of substances, or such quantity of any otherwise non-hazardous substance or substances, which are or may be detrimental to the environment or human health including, without limitation:
    - i) radioactive materials;
    - ii) explosives;
    - iii) any solid, liquid, gas or odour or combination of any of them that, if released, creates or contributes to a condition that:
      - A) endangers the health, safety or welfare of persons;
      - B) interferes with the normal enjoyment of life or property; or
      - C) causes damage to plant life or to property, not including pesticides, herbicides or fertilizer applied in accordance with all the relevant statutes and regulations;
    - iv) toxic substances, which shall include, without limitation, friable asbestos, polychlorinated biphenyl,

all chemicals and substances known or suspected to cause cancer or reproductive toxicity;

- v) any substance, chemical or material, declared to be hazardous or toxic under any law, by-law, regulation or ordinance enacted or promulgated by any legislative, governmental or regulatory body having jurisdiction over Manitoba, the Lessee or the Leased Lands; and
- vi) any medical waste or hazardous biological material.

**NO WASTE AND UNDESIRABLE STRUCTURES**

12. The Lessee shall not:
- a) accumulate, permit or allow the accumulation of any waste material, including manure piles, debris, refuse or garbage on the Leased Lands or any part thereof;
  - b) erect, construct or install, or cause to be erected, constructed or installed on the Leased Lands or any part thereof any buildings, fences, or other structures or improvements, including (without limitation) utilities, place any obstructions of any kind or nature on the Leased Lands, or use any existing structures, without first obtaining the necessary permit(s) or other approval from the Department of Natural Resources and Northern Development, which may be withheld for any reason or for no reason, as well as any necessary permits and approvals of any other relevant governmental authorities;

and the Lessee shall forthwith remove any such waste material, debris, refuse or garbage and forthwith repair or remove any such non-permitted structures or other improvements on written notice from the Department of Natural Resources and Northern Development.

**COMPLIANCE WITH LAWS**

13. The Lessee shall:
- a) observe, perform and comply with all applicable federal, provincial and municipal statutes, regulations, by-laws, rules and orders, including (but not limited to) the following:
    - i) *The Provincial Parks Act* (Manitoba);
    - ii) *The Forest Act* (Manitoba);
    - iii) *The Fires Prevention Act* (Manitoba);
    - iv) *The Wildlife Act* (Manitoba);
    - v) the regulations under the above Acts; and
    - vi) the laws of the Province of Manitoba and the Government of Canada relating to contagious diseases of animals insofar as such laws apply to the Leased Lands; and
  - b) obtain all necessary licences and permits necessary for the lawful use and occupation of the Leased Lands.

**MINES, MINERALS, SAND AND GRAVEL**

14. The Lessee acknowledges and agrees that all mines and minerals on the Leased Lands, including sand and gravel, and the right to enter, locate, prospect, mine for and remove such minerals, sand and gravel, are reserved to the Crown; and Manitoba retains the absolute right to, at any time, immediately withdraw, by notice in writing addressed to the Lessee at the

address specified in sub-paragraph 44 b) of this Lease Agreement, any part of the Leased Lands on or under which sand, gravel or mineral deposits are located and, upon withdrawal, such part or parts shall cease to form part of the Leased Lands.

**ADDITIONAL  
RESERVATIONS**

15. In addition to the reservation of mines and minerals referred to in paragraph 14 of this Lease Agreement, the Lessee acknowledges and agrees that the following shall be reserved to the Crown from or out of the Leased Lands:
- a) all public trails, roads and highways existing thereon, or that at any time during the Lease Term may be built thereon as public trails, roads or highways;
  - b) such lands as may be required for works constructed or to be constructed thereon under any Act of the Legislature of the Province of Manitoba;
  - c) such lands as may be withdrawn by Manitoba, pursuant to paragraph 16, for "alternate land use purposes" which shall include, without limiting the generality hereof, any one or more of the following purposes: a "public work" as that term is defined in *The Public Works Act (Manitoba)*; a purpose connected with a public work; and any public purpose of the Government of Manitoba or any department of the Government of Manitoba other than a public work or related purpose; and
  - d) such lands as are not being used by the Lessee for the purpose granted under this Lease Agreement.

**WITHDRAWAL  
FOR ALTERNATE  
LAND USE  
PURPOSES**

16. Manitoba may at any time withdraw any part or parts of the Leased Lands for alternate land use purposes as referred to in sub-paragraph 15 c), upon providing the Lessee with thirty (30) days' prior written notice of Manitoba's intention to withdraw the part or parts of the Leased Lands as described in such notice and, upon the expiration of the said thirty (30) days, the withdrawn part or parts shall automatically cease to form part of the Leased Lands.

**NO  
COMPENSATION**

17. Subject to paragraph 18, the Lessee acknowledges and agrees that the Lessee shall not be entitled to any compensation whatsoever as a result of withdrawal by Manitoba of any part or parts of the Leased Lands for any of the purposes or uses mentioned in paragraphs 14, 15 and 16 of this Lease Agreement including, without limitation, loss of use, loss of business opportunity or loss of profitability, financial or otherwise.
18. Manitoba may, in its sole discretion, consider a claim by the Lessee for compensation to cover its actual cost of having crops planted, fertilizer applied, or both, on lands withdrawn by Manitoba in situations where the Lessee had already expended monies for the planting of crops, the application of fertilizer, or both, before receipt of notice of withdrawal of such lands by Manitoba and the Lessee is subsequently unable to harvest those crops because of withdrawal of those lands by Manitoba. The

Lessee agrees to provide Manitoba with such documentation as Manitoba may require in order to support the Lessee's claim. The amount of the compensation, if any, to be paid for such costs shall be as determined by Manitoba in its sole discretion. The Lessee agrees that in no case, however, shall the Lessee be entitled to compensation for loss of use, loss of business opportunity or loss of profitability as a result of withdrawal of any part or parts of the Leased Lands.

19. The Lessee further acknowledges and agrees that no compensation whatsoever will be payable or provided by Manitoba where crops are planted, or fertilizers or other chemicals or additives are applied, to all or any part of the Leased Lands in the fall immediately preceding the expiry of the Lease Term or in the fall of any year in which the Lessee gives notice, pursuant to paragraph 34, requesting cancellation or termination of this Lease Agreement.
- REPRESENTATIONS AND WARRANTIES AGE, CITIZENSHIP STATUS, RESIDENCY, MANAGEMENT AND OPERATION OF LEASED LANDS**
20. The Lessee, if an individual, represents and warrants that:
- a) he or she is of the full age of eighteen (18) years as at the date of signing this Lease Agreement;
  - b) he or she is now and will, throughout the Lease Term, continue to be:
    - i) a Canadian citizen or a person with landed Canadian immigrant status; and
    - ii) a resident of the Province of Manitoba within the meaning given to the term "resident" under the *Income Tax Act* (Canada); and
  - c) throughout the Lease Term, he or she shall be and remain actively involved in the management and operation of the Leased Lands.
- REPRESENTATIONS AND WARRANTIES PARTNERSHIP OR MORE THAN ONE LESSEE; JOINT AND SEVERAL LIABILITY**
21. If the Lessee is a partnership, or if more than one individual is named at page 1 of this Lease Agreement as the Lessee herein, each partner/individual thereof represents and covenants that he or she:
- a) is a farmer or rancher and that he or she is and will continue to be in compliance with the requirements of paragraph 20 of this Lease Agreement; and
  - b) shall be jointly and severally responsible with all other partners/individuals in performing or carrying out all covenants and undertakings contained in this Lease Agreement on the part of the Lessee.
- REPRESENTATIONS AND WARRANTIES CORPORATE LESSEE**
22. If the Lessee is a corporation, the Lessee represents and warrants that it is authorized under *The Corporations Act* (Manitoba) to carry on business in the Province of Manitoba and that each of its individual shareholders is and will continue to be in compliance with the requirements of paragraph 20 of this Lease Agreement.
- LEASED LANDS - CONDITION AND**
23. The Lessee accepts the Leased Lands on an "as-is" and "where-is" basis, and agrees that any alterations and improvements



**RESTORATION**

made, erected or installed during the Lease Term, with Manitoba's prior written approval, shall be at the risk, cost and expense of the Lessee and to the entire satisfaction of Manitoba.

24. The Lessee shall:
- a) fall till or stubble burn the Leased Lands to Manitoba's satisfaction after the harvest of the crops in each year, except in the fall of the calendar year preceding the calendar year in which the Lease Term shall end, when the Lessee must fall till the Leased Lands to Manitoba's satisfaction;
  - b) where Manitoba determines that any of the Leased Lands have been abandoned after cultivation or that the native vegetation or peaty overburden thereon has been destroyed in whole or in part by fire, or misuse or unauthorized activity, reclaim such abandoned or partially destroyed land in such manner as may be required by Manitoba.

**ACCESS**

25. The Lessee shall:
- a) permit access to, in, over or upon the Leased Lands to all duly authorized representatives or agents of government;
  - b) not interfere in any way with the public right of passage over any portage, road or trail existing on the Leased Lands as at the date of this Lease Agreement; and
  - c) permit such access to other persons to, in, over or upon the Leased Lands, or such use of any area thereof, by those persons as may be permitted at any time by Manitoba or under any Act of the Legislature of the Province of Manitoba.

**RIGHT TO DESIGNATE NEW ROADS OR TRAILS**

26. Manitoba has the right to, at any time, designate and install or cause to be installed a road or trail through or upon the Leased Lands, or any part thereof, where no alternative road or trail is, in the opinion of the Department of Natural Resources and Northern Development, available for passage to any lands, whether Crown owned or privately owned, adjacent to the Leased Lands.

**NO ACCESS**

27. The Lessee understands, acknowledges and agrees that Manitoba is not obligated to provide any access to the Leased Lands for the purposes of this Lease Agreement, nor has Manitoba made any representations or warranties, express or implied, regarding access to the Leased Lands.

**INFORMATION REGARDING CROPS**

28. On the request of Manitoba, at any time and from time to time, the Lessee shall provide the following information, in a form acceptable to Manitoba:
- a) the acreage cultivated on the Leased Lands including the kinds of annual crops, if any, grown on the cultivated area thereof; and
  - b) such other information as Manitoba may require.

**LIABILITY AND INDEMNIFICATION**

- 29. Except to the extent that any such damage or loss is caused directly by the negligent acts or omissions or breach of this Lease Agreement by Manitoba or anyone for whom Manitoba is at law responsible:
  - a) Manitoba shall not be liable or responsible in any way for any or all of the following:
    - i) any personal or bodily injury (including death);
    - ii) any loss of or damage to the Lessee's business or to any property belonging to the Lessee or to officers, employees, agents, contractors, invitees, licensees or permitted subtenants of the Lessee while such person or property is on or about the Leased Lands; and
  - b) the Lessee shall indemnify and save harmless Manitoba and its Ministers, Manitoba Hydro, and each of their respective employees, agents and representatives, from and against any and all claims, demands, actions, suits, proceedings, liabilities and costs, including (without limitation) legal costs on a solicitor and own client basis, of every kind whatsoever with respect to any injury to persons (including, without limitation, death), damage or loss to or destruction of property, economic loss or infringement of rights that may be suffered or sustained by the Lessee or its officers, employees, agents, contractors, invitees, licencees or permitted subtenants, or any other person who may be on or about the Leased Lands during the Lease Term or any period of overholding. The Lessee agrees that this indemnification shall survive the expiration or earlier termination of this Lease Agreement.

**NO LIABILITY FOR FLOOD DAMAGE**

- 30. Notwithstanding anything contained in this Lease Agreement, Manitoba shall not be liable for any loss, injury or damage of any kind whatsoever caused or purported to be caused by the raising or lowering of any body of water.

**INSURANCE**

- 31. It is the Lessee's responsibility to determine its insurance requirements including, without limitation, the need for equipment, property and liability insurance, or crop, hail and other insurance available to cover crop losses. The Lessee is responsible for paying all premiums associated with insurance coverage purchased by the Lessee.

**LEASE TRANSFER TO SPOUSE, COMMON-LAW PARTNER OR FAMILY MEMBER**

- 32. The Lessee, if an individual, may request Manitoba, in writing, at the address specified in sub-paragraph 44 a) of this Lease Agreement, to approve an individual or individuals to whom the rights and obligations of the Lessee under this Lease Agreement may be assigned or transferred in the event of the Lessee's death or permanent disability, provided that such individual or individuals must be either the spouse or a "common-law partner" or "family member" of the Lessee (as defined in paragraph 33). In order to assign or transfer the rights and obligations under this Lease Agreement, the individual or individuals so requested must be a resident of the Province of

Manitoba and qualify to hold a lease agreement under paragraph 20.

33. For the purposes of paragraph 32:
- a) a "common-law partner" of the Lessee means a person who, not being married to the Lessee, is cohabiting with him or her in a conjugal relationship of some permanence;
  - b) a "family member," in relation to the Lessee, means:
    - i) a child of the Lessee or a child of the Lessee's spouse or common-law partner, whether natural born or adopted by the Lessee or his or her spouse or common-law partner, as the case may be;
    - ii) a parent of the Lessee or a spouse or common-law partner of the parent;
    - iii) a parent of the Lessee's spouse or common-law partner; and
    - iv) a brother, sister, step-brother, step-sister, uncle, aunt, nephew, niece, grandchild or grandparent of the Lessee or of the Lessee's spouse or common-law partner.

**CANCELLATION OR  
TERMINATION  
AT REQUEST OF  
LESSEE**

34. Subject to paragraph 35, the Lessee may request that this Lease Agreement be cancelled or terminated effective as of January 1<sup>st</sup> of any year during the Lease Term, by the Lessee giving at least three (3) months' notice, in writing, to Manitoba, at the address specified in sub-paragraph 44 a) of this Lease Agreement, prior to January 1<sup>st</sup> of the year in which the Lessee requests that this Lease Agreement be cancelled or terminated, and the requested cancellation or termination may be agreed to by Manitoba on such reasonable terms and conditions as Manitoba may impose and specify in writing.

35. The Lessee shall not be permitted to give notice of termination of this Lease prior to the end of the Lease Term if:
- a) the Lessee is otherwise in default or in arrears in remitting any amount payable by the Lessee under this Lease; or
  - b) the Lessee is in default with respect to any other covenant or undertaking contained in this Lease.

**CANCELLATION  
FOR DEFAULT,  
BREACH OR NON-  
PERFORMANCE**

36. Manitoba may cancel or terminate this Lease Agreement for default in payment of rent, taxes (or payment in lieu) or any other amount hereby reserved or payable by the Lessee or for the breach or non-performance by the Lessee of any covenant, proviso, condition or undertaking herein contained, to be kept, observed or performed by the Lessee (collectively referred to in this paragraph as "default"), by providing to the Lessee at the address specified in sub-paragraph 44 b) of this Lease Agreement, a written notice stating the intention of Manitoba to do so. Manitoba may, in its sole discretion and in cases where the default is, in Manitoba's opinion, capable of being remedied, provide the Lessee with a written notice requiring the Lessee to remedy the default within ninety (90) days, or such longer period of time as Manitoba may in its discretion determine as

being reasonably necessary in view of the nature of the default. If the Lessee fails to remedy the default within the said period of time, all rights of the Lessee under this Lease Agreement and of any other persons claiming through or under the Lessee shall, immediately upon the expiration of the written notice, cease and determine, and Manitoba may in its discretion cause to be forfeited to the Crown any or all monies, including rent and taxes paid in advance in accordance with this Lease Agreement, paid by or on behalf of the Lessee in respect of or under this Lease Agreement, and Manitoba may dispose of the Leased Lands as if this Lease Agreement had never been made.

37. In addition, the parties agree that the Lessee shall be deemed to be in breach of and in default under this Lease Agreement and that Manitoba may, at its option, re-enter the Leased Lands and immediately terminate this Lease Agreement if, at any time, Manitoba determines or is informed, that:
- a) the Lessee obtained this Lease Agreement by means of fraud, misrepresentation or failure to disclose a material fact in his or her application therefor;
  - b) the Lessee is in default under any other lease agreement (including, without limitation, any forage or cropping lease) that the Lessee has entered into with Manitoba, including any other disposition in which the Lessee is named as one of two or more individual lessees under such other lease agreement;
  - c) the Lessee is no longer in compliance with paragraph 20, 21, 22 or 24, or the Act, Regulations or Manitoba policies;
  - d) the Lessee is no longer a resident of the Province of Manitoba;
  - e) the Lessee has become, or is about to become, bankrupt or insolvent, has gone into receivership or has taken the benefit of any law pertaining to bankrupt or insolvent debtors (it being understood that the appointment of a receiver, receiver/manager or trustee of property and assets of the Lessee is conclusive evidence of insolvency); or
  - f) in the case of the Lessee being a corporation, a certificate or order has been made or granted, or a resolution passed, for the dissolution or winding-up of the Lessee, voluntarily or otherwise, or the Lessee is otherwise likely to lose its corporate status.
38. Without restricting any other remedies available to Manitoba under this Lease Agreement or otherwise, if the Lessee is in breach of or in default under this Lease, Manitoba may:
- a) enter upon and take possession of the Leased Lands, or any portion thereof, in the name of Manitoba and repossess and enjoy same, and the Lease Term granted shall cease; or
  - b) re-enter the Leased Lands without terminating this Lease Agreement, and the Lessee shall be liable for any actual

**MANITOBA'S  
RIGHT OF  
RE-ENTRY**

loss of Annual Rent which Manitoba may incur during the unexpired portion of the Lease Term, provided that Manitoba shall take such steps as Manitoba considers reasonable to re-lease the Leased Lands and to mitigate Manitoba's losses and damages.

**RIGHT OF  
MANITOBA TO  
COLLECT MONIES  
DUE UPON  
CANCELLATION OR  
TERMINATION**

39. The cancellation or termination of this Lease Agreement shall not deprive Manitoba of any lawful means available to it of recovering from the Lessee any amounts payable or due and owing by the Lessee under this Lease Agreement or under any other lease agreement as referred to in paragraph 37 b) of this Lease Agreement as at the termination date, and such amounts shall include all expenses and costs, including all legal fees and expenses, incurred by the Lessor in recovering any of the amounts payable, due and owing hereunder.

**SURRENDER  
OF LAND  
UPON LEASE  
EXPIRY OR  
TERMINATION**

40. The Lessee shall, upon the expiration, cancellation or termination of this Lease Agreement, peaceably and quietly leave, surrender and yield up all of the Leased Lands unto Manitoba in a condition acceptable to Manitoba and any costs incurred by Manitoba in returning the Leased Lands to a condition acceptable to the Department of Natural Resources and Northern Development shall be paid by the Lessee upon written demand and may be recovered by Manitoba in any manner provided herein or in any other manner provided by law, including (but not limited to) by way of set off in accordance with the provisions of *The Financial Administration Act* (Manitoba).

**PERSONAL  
PROPERTY**

41. The Lessee covenants with Manitoba that prior to the end of the Lease Term or within fifteen (15) days following the earlier termination of this Lease, the Lessee shall cause all of its personal property to be removed from the Leased Lands, at no cost to Manitoba. If the Lessee fails to remove all personal property from the Leased Lands by the end of the Lease Term, or within a period of fifteen (15) days following the earlier termination of this Lease, if applicable:

- a) Manitoba shall have the right, without notice to the Lessee, to retain the personal property as Manitoba's own property and to dispose of the personal property in such manner as it may choose and to retain any proceeds thereof; and
- b) the Lessee shall be liable to Manitoba for the costs of removal, storage and disposal of the personal property.

**HOLDING OVER**

42. Manitoba and the Lessee agree that in the event that the Lessee, without objection by Manitoba, continues to occupy the Leased Lands after the expiry of the Lease Term or any extension thereof without any further written agreement, the Lessee shall be deemed to be a monthly tenant at the Annual Rent (pro-rated as may be appropriate) and, except as to length of tenancy, subject to the provisions and conditions herein set out.

**LEASE AGREEMENT SUBJECT TO THE PROVINCIAL PARKS ACT, REGULATIONS, ETC.**

43. This Lease Agreement is made under and is subject to the applicable provisions of the Act, the Regulations and Manitoba policies, and all such provisions form part of this Lease Agreement as if they were actually incorporated herein, whether or not they or any of them are explicitly mentioned or referred to in this Lease Agreement.

**NOTICES**

44. a) Any notice or other communication required or permitted to be given under this Lease Agreement by the Lessee to Manitoba shall be in writing and shall be delivered personally or sent by registered mail, postage prepaid, or by way of facsimile transmission, to:

Parks Leases and Permits  
Real Estate Services Branch  
308-25 Tupper Street  
Portage la Prairie, Manitoba R1N 3K1  
Fax No. (204) 239-3560

b) Any notice or other communication required or permitted to be given under this Lease Agreement by Manitoba to the Lessee, shall be in writing and shall be delivered personally or sent by registered mail, postage prepaid, to the Lessee at:

Attention: FIRST NAME LAST NAME  
ADDRESS  
Town, Manitoba POSTAL CODE

c) Any notice or communication sent by registered mail shall be deemed to have been received on the fifth (5th) business day following the date of mailing. If mail service is disrupted by labour controversy on or within five (5) days from the date of mailing or the proposed date of mailing, notice shall be delivered personally or sent by facsimile transmission. Any notice or communication sent by facsimile transmission shall be deemed to have been received on the date of actual receipt of the transmission; provided that in the event such transmission is made on a weekend day or public holiday, or after 4:30 p.m. (Manitoba time) on a business day, delivery shall be deemed to have been made on the next business day.

d) Manitoba and the Lessee may each designate, in writing, to the other, a different address or representative for purposes of receiving notices or communications under this Lease Agreement.

**GENERAL PROVISIONS**

45. a) No amendment or change to, or modification of, this Lease Agreement shall be valid unless it is in writing and signed by all signatories to this Lease Agreement.

- b) No acceptance of rent subsequent to any default or breach other than non-payment of rent, and no condoning, excusing or overlooking by Manitoba of any default, breach or non-observance by the Lessee at any time or times in respect of any covenant, proviso or condition herein contained shall operate as a waiver of Manitoba's rights hereunder in respect of any continuing or subsequent default, breach or non-observance or so as to defeat or affect in any way the rights of Manitoba in respect of any such continuing or subsequent default or breach, and no waiver shall be inferred from or imposed by anything done or omitted to be done by Manitoba save only express waiver in writing by an authorized person. All rights and remedies of Manitoba as contained in this Lease shall be cumulative and not alternative.
- c) If any provision of this Lease Agreement is for any reason declared invalid or unenforceable, that provision shall be considered separate and severable from this Lease Agreement, and the other provisions of this Lease Agreement shall remain in force and continue to be binding upon the parties as though the invalid or unenforceable provision had never been included in this Lease Agreement.
- d) Wherever the singular or the masculine or neuter gender are used herein, the same shall be interpreted as meaning the plural, feminine, masculine or neuter where the context or reference to the parties hereto so requires.
- e) This Lease Agreement shall enure to the benefit of and be binding upon Manitoba and the Lessee and their respective heirs, executors, administrators, successors and permitted assigns.
- f) The preamble hereto shall form an integral part of this Lease Agreement.
- g) The headings contained in this Lease Agreement have been inserted for convenience of reference only and shall not in any way affect the scope, intent or interpretation of any provision of this Lease Agreement.
- h) All references in this Lease Agreement to the Act, the Regulations, the policies and any other Acts of the Legislature of the Province of Manitoba shall be read to include any amendments, substitutions or revisions enacted or made from time to time to the said Act, Regulations, policies, or other Acts.
- i) If there is any conflict or inconsistency between this Lease Agreement, including the Schedule hereto, and the Act or Regulations, including the Permits and Leases Regulation, or the policies, such conflict or inconsistency shall be resolved in the following order of priority:
- i) first: the Act or the Regulations;
  - ii) second: the policies; and
  - iii) third: this Lease Agreement.
- j) This document, including Schedule "A", contains the entire agreement between the parties. There are no

undertakings, representations or promises, express or implied, other than those contained in this Lease Agreement.

- k) Wherever the word "shall" is used in this Lease Agreement, it shall be interpreted as being mandatory or imperative.
- l) This Lease Agreement shall be interpreted, performed and enforced in accordance with the laws of the Province of Manitoba.
- m) Time shall be of the essence of this Lease Agreement.

**LESSEE'S  
PERSONAL  
INFORMATION**

46. The Lessee acknowledges that:
- a) personal information pertaining to the Lessee will be collected and used by the Department of Natural Resources and Northern Development and the Real Estate Services Branch (RESB) for purposes of their administering this Lease Agreement;
  - b) the collection and use of such personal information is under the authority of *The Provincial Parks Act* (Manitoba) and the Government of Manitoba's Parks Leases and Permits and Conservation programs; and
  - c) the Department of Natural Resources and Northern Development and RESB may each disclose such personal information between their organizations in order for them to carry out their respective roles and responsibilities under *The Provincial Parks Act* (Manitoba), the Regulations under that Act and Parks Leases and Permits and Conservation Programs.

Such personal information will be protected by the protection of privacy provisions of *The Freedom of Information and Protection of Privacy Act* (Manitoba).

**IN WITNESS WHEREOF** the parties hereto have executed this Lease Agreement as of the day and year first above written.

SIGNED IN THE PRESENCE OF )

**THE GOVERNMENT OF MANITOBA,**  
as represented by the Minister responsible  
for the Department of Natural Resources  
and Northern Development

\_\_\_\_\_  
Date \_\_\_\_\_

**THE LESSEE**

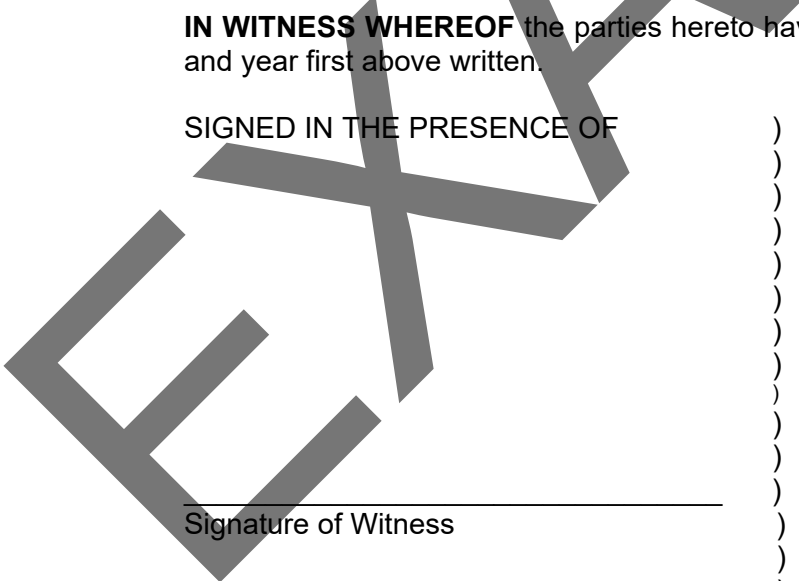
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Lessee

\_\_\_\_\_  
Date \_\_\_\_\_

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Signature of Witness )

\_\_\_\_\_  
Full Name of Witness )

\_\_\_\_\_  
Address of Witness )





This is **Schedule "A"** to the Cropping Lease Agreement XXXXX dated the 1<sup>st</sup> day of May, 2023, between HIS MAJESTY THE KING IN THE RIGHT OF THE PROVINCE OF MANITOBA, as represented by the Minister responsible for the Department of Natural Resources and Northern Development, and LAST NAME, First Name.

THE LEASED LANDS

LEGAL DESCRIPTION

XXXXXXX

ACRES

XXX

EXAMPLE