

**GOVERNMENT OF MANITOBA
DEPARTMENT OF ENVIRONMENT and CLIMATE CHANGE**

LEASE NO.

LEASE OF VACATION HOME LOT IN PROVINCIAL PARK MADE IN DUPLICATE,
DATED

BETWEEN:

**HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF MANITOBA,
Represented by the Minister responsible for the
Department of Environment and Climate Change,**

("Manitoba")

- and -

**OF THE OF , IN THE OF ,
("the Lessee"),**

made pursuant to The Provincial Parks Act as amended from time to time.

Manitoba and the Lessee agree as follows:

PART 1 - TERM OF AGREEMENT AND DESCRIPTION OF PREMISES

1(1) Subject to the terms of this Agreement, Manitoba hereby leases to the Lessee the land described below (the "premises") for the term of twenty-one (21) years, commencing on May 1, , and ending on April 30, .

Description of Premises

LOT 00, BLOCK 00, PLAN , Subdivision within **PROVINCIAL PARK**, reserving to Manitoba all mines and minerals, together with right to enter, locate, prospect, mine for, and remove minerals.

PART 2 - QUIET ENJOYMENT

2(1) Subject to the terms of this Agreement, Manitoba covenants with the Lessee for the quiet enjoyment of the premises.

PART 3 - PAYMENT OF LAND RENTAL AND TAXES

3(1) The Lessee shall pay to Manitoba in each year of the term of this Agreement rent equal to the annual land rental fee and all service fees prescribed from time to time by the Regulations under The Provincial Parks Act, in accordance with such Regulations and this Agreement within 30 days of receipt of an invoice therefore from Manitoba.

3(2) Payments of the rent and the service fees shall be made in accordance with the directions contained in the invoice from Manitoba.

- 3(3) Manitoba may establish a new annual fee rate where there is a change in one or more of the following factors in order to reflect these changes:
- a) the appraised value of the raw land as determined by Manitoba;
 - b) the policy of Manitoba as set out in an Act of the Legislature or a Regulation relating to the determination of annual fee;
 - c) the use of the buildings, infrastructure or land.
- 3(4) The Lessee shall pay all taxes, rates, duties and assessments whatsoever, whether municipal or otherwise, now or hereafter charged on the premises or in respect of the Lessee's use and occupation thereof. Some form of advance public notice shall be provided for changes in these taxes, rates, duties and assessments.
- 3(5) The Lessee shall pay to Manitoba interest on any arrears of rent or service fees at a rate equal to the rate fixed from time to time by the Minister of Finance for the Province of Manitoba under section 25(1) of The Financial Administration Act. Failing such rate being fixed, interest shall be payable thereon at a rate equal to the rate fixed from time to time by Manitoba.
- 3(6) The Lessee shall pay to Manitoba an amount equal to any and all goods and services taxes now or hereafter imposed on, or collectible by, Manitoba with respect to any amounts payable by the Lessee to Manitoba hereunder, whether characterized as a goods and services tax, sales tax, value added tax or otherwise ("Sales Taxes"), it being the intention of the parties that Manitoba shall be fully reimbursed by the Lessee with respect to any and all Sales Taxes payable or collectible by Manitoba now or in the future.
- 3(7) The Lessee is responsible for and shall pay any and all costs, charges, impositions and expenses related to the premises, including without limitation, all electric power charges.
- 3(8) The Lessee shall pay all amounts payable to Manitoba hereunder without any deduction or set-off whatsoever.

PART 4 - USE OF PREMISES

- 4(1) The Lessee shall use the premises as a residential lot for vacation home purposes and for no other purpose without prior permission in writing from Manitoba.
- 4(2) The Lessee shall not use or allow the use of the premises as a chief place of residence for the Lessee or any other person without prior permission in writing from Manitoba, which consent shall not be unreasonably or arbitrarily withheld.
- 4(3) Subject to subsection 4(4), the Lessee shall not construct, erect or alter any buildings or structures on the premises except in accordance with:
- (a) regulations under The Provincial Parks Act;
 - (b) the guidelines for vacation home lots established by Manitoba from time to time; and
 - (c) prior approval in writing from Manitoba.
- 4(4) The Lessee and its officers, directors, agents, invitees and employees as applicable shall be bound by the rules, regulations and guidelines made by Manitoba from time to time. All such rules, regulations and guidelines will be deemed to be incorporated into and form part of this Agreement. Some form of advance public notice shall be provided for changes in these rules, regulations and guidelines.

PART 5 - MAINTENANCE OF PREMISES

- 5(1) The Lessee agrees:
- (a) to keep the premises, and all buildings and structures thereon, in a clean and sanitary condition free from flammable materials, other than those contained in containers approved by the Canadian Standards Association;
 - (b) to comply with all federal, provincial and municipal by-laws, acts and regulations relating to the Lessee and/or the premises including, but not limited to, The Provincial Parks Act and Regulations and The Environment Act and Regulations;
 - (c) not to commit waste or damage the premises;
 - (d) to keep the premises, and all buildings and structures thereon, in good and safe repair; and in a proper and neat condition and to repair in accordance with any notice from Manitoba;
 - (e) to allow a person or persons on behalf of Manitoba to enter the premises, including all buildings and structures, at all reasonable times to examine the state of repair;
 - (f) not to cut or remove any trees without prior written consent of Manitoba, unless such trees are dead.
- 5(2) The Lessee shall not release upon the premises or any part thereof any Pollutants as defined in paragraph 5(6) but if Lessee does release any Pollutants, the Lessee shall, at his/her expense immediately give Manitoba notice of the release; remove the Pollutants from the premises in a manner which conforms with all laws and regulations covering the movement of the Pollutants and as may be directed or ordered by a duly authorized officer of the Province of Manitoba, as soon as reasonably practicable; and obtain from an independent consultant designated or approved by Manitoba a report verifying the complete and proper removal thereof from the premises, if requested by Manitoba, otherwise the Lessee shall report as to the extent and nature of any failure to comply with this Section.
- 5(3) Any such Pollutants noted in paragraph 5(2) shall not become the property of Manitoba notwithstanding any rule of the law to the contrary (save and except where such Pollutants are brought or created upon the premises by Manitoba or its servants, employees or agents, provided such person is not the Lessee or an officer, director, agent or employee of the Lessee).
- 5(4) At the option of Manitoba, any substance contaminated by such Pollutants shall become the property of the Lessee, save and except where such Pollutants are brought or created upon the premises by Manitoba or its servants, employees or agents, provided such person is not the Lessee or an officer, director, agent or employee of the Lessee and at the Lessee's expense, the Lessee or, at Manitoba's option, Manitoba shall remove the contaminated substance from the premises and make good any damage done in so doing.
- 5(5) The Lessee shall indemnify and save harmless Manitoba from all costs or expenses, liabilities, losses, claims, damages (including consequential damages, interest, penalties, fines or monetary sanctions), legal costs or fees on a solicitor and own client basis, and fees or expenses of professional consultants incurred by Manitoba by reason of Pollutants being present on the premises and resulting from the Lessee's use or occupation of the premises or the breach of any warranty or covenant of the Lessee in this Section. This indemnity shall survive the termination of this Agreement, notwithstanding anything to the contrary in this Agreement.

- 5(6) In this Section, "Pollutants" means any substance which is hazardous to persons or property and includes, without limitation, radioactive materials; explosives; toxic substances; any substance declared to be hazardous or toxic, or the use or transportation of which or the release of which into the environment is prohibited, regulated, controlled or licensed under any law or regulation now or hereafter enacted or promulgated by any governmental authority having jurisdiction over the premises or the Lessee; and any substance that, if added to water, would degrade or alter or form part of a process of degradation or alteration of the quality of that water; or solid, liquid, gas odour or combination of any of them that, if emitted into the air, would create or contribute to the creation of a condition of the air, to the extent that it endangers the health, safety, or welfare of persons or the health of animal life, interferes with normal enjoyment of life or property, or causes damage to plant life or to property.

PART 6 - NO ASSIGNMENT OR SUBLEASE WITHOUT CONSENT

- 6(1) Subject to subsections 6(2), 6(3) and 6(4), the Lessee shall not assign this Agreement or sublet the premises without the prior written consent of Manitoba, that consent not to be unreasonably withheld. If the Lessee is a corporation, any change in ownership or control of the Lessee is deemed to be a proposed assignment or subletting.
- 6(2) Subject to paragraph 6(3), Manitoba shall not unreasonably withhold consent to the assignment of this Agreement for collateral (financing and security) purposes.
- 6(3) This Agreement shall be binding upon the executors, administrators, heirs, successors and any permitted assigns of the Lessee.
- 6(4) For greater certainty, Manitoba has no obligation to survey or resurvey the premises and this Agreement shall create no such obligation of Manitoba to survey or resurvey the premises.

PART 7 - INDEMNITIES

- 7(1) The Lessee shall use due care in the occupation of the premises to ensure that no person is injured, no property is damaged or lost and no rights are infringed.
- 7(2) The Lessee shall be solely responsible for and indemnify and save harmless Manitoba, its officers, employees and agents from and against all claims, liabilities and demands with respect to:
- (a) any injury to persons (including death), damage or loss to property caused by, or related to the occupation of the premises or the performance of this Agreement or the breach of any term or condition of this Agreement by the Lessee, any agent, invitee, officer, director or employee of the Lessee or any other person authorized by the Lessee to occupy the premises, and
 - (b) any omission or wrongful or negligent act of the Lessee, or of any other person authorized by the Lessee, any agent, invitee, officer, director or employee of the Lessee to occupy the premises;

unless such claims, liabilities, and demands arise out of the omissions or wrongful or negligent acts of Manitoba, its officers, employees or agents, provided such person is not the Lessee or an officer, director, agent or employee of the Lessee. This paragraph shall survive the termination or expiration of this Agreement.

- 7(3) It is the responsibility of the Lessee to discuss his/her insurance requirements with his/her insurance adviser/broker and to arrange for his/her own insurance coverage(s). However, at a minimum, the Lessee shall purchase and maintain comprehensive general liability insurance with a minimum limit of \$1,000,000 per occurrence or claim. Manitoba reserves the right to require the Lessee to purchase and maintain a different minimum amount of liability insurance as specified by Manitoba from time to time by providing at least 180 days notice in writing of the change in the minimum amount to the Lessee. Evidence of insurance in the form of a Certificate of Insurance shall be provided by the Lessee upon request.

PART 8 - TERMINATION AND EXTENSION

- 8(1) Provided that there has been no uncured default by the Lessee, this Agreement may be renewed at the option of the Lessee by notice as set out below for one additional term of twenty-one (21) years upon the same terms and conditions, save and except for rent and service fees which shall be determined by Manitoba in accordance with then current laws, regulations or policies respecting rental rates and service fees for rental property of this type. The Lessee may exercise the Lessee's option to renew this Agreement at any time after six (6) months before the expiration of the Agreement and prior to two (2) months before the expiration of the Agreement.
- 8(2) At the end of the term hereof or any renewal term, this Agreement will expire.
- 8(3) The Lessee may terminate this Agreement effective April 30th of any year of this Agreement by giving notice in writing to Manitoba at least one (1) year prior to the date of termination.
- 8(4) Without restricting any other remedies available, Manitoba may, at its sole option, immediately terminate this Agreement in writing if:
- (a) the Lessee has failed to make any payment due hereunder, or has failed to comply with any other term or condition of this Agreement and has not remedied that failure to comply within ninety (90) days of receipt of notice in writing from Manitoba;
 - (b) the Lessee makes an assignment for the benefit of creditors, becomes bankrupt or insolvent, takes the benefit of, or becomes subject to, any statutes that may be in force relating to bankrupt or insolvent debtors (the appointment of a receiver or receiver and manager of the assets of the Lessee being conclusive evidence of insolvency), or if any certificate or order is made or granted for the winding-up or dissolution of the Lessee, voluntarily or otherwise;
 - (c) the Lessee suffers a lien under The Builders' Lien Act (Manitoba) or any similar or successor legislation registered against the premises or Manitoba's interest therein and does not contest the validity or the amount of the lien and do all things necessary to obtain and register a discharge forthwith after the lien has come to the notice of the Lessee.
- 8(5) Where the Lessee terminates this Agreement in accordance with paragraph 8(3) or Manitoba terminates this Agreement in accordance with paragraph 8(4), or upon the expiration of the term or any renewal term of this Agreement:

(a) The Lessee shall deliver up possession of the premises to Manitoba and shall not remain in possession of the premises following the expiration or termination of this Agreement;

(b) At the option of Manitoba:

(i) the Lessee and Manitoba may agree on the fair market value of the buildings or structures added to the premises by the Lessee and Manitoba may purchase such buildings or structures by paying to the Lessee that fair market value, or

(ii) the Lessee shall remove all buildings and structures added to the premises by the Lessee within six months of such expiry or termination, and where those buildings and structures are not removed within six months they shall become the property of Manitoba. At the end of such six months, any assets left on the property as at such date shall vest in Manitoba, and the Lessee shall be deemed to have released and quit-claimed any interest therein to and in favour of Manitoba. No compensation or payment whatsoever shall be payable therefore by Manitoba to the Lessee in such event.

8(6) Where Manitoba terminates this Agreement in accordance with paragraph 8(4) in instances where collateral assignments are recorded, it shall provide notice in writing of such termination to the holder of such collateral assignments (the "Security Holder"). The Security Holder:

(a) shall then be allowed a reasonable time frame of not less than 90 days as stipulated in the notice, to cure defaults of the Lessee, and upon doing so this Agreement shall be deemed not to have terminated;

(b) shall not be obligated to go into possession; and

(c) shall be allowed to assign the Lessee's interest in this Agreement to a third party purchaser, subject to the prior written consent of Manitoba being required, but which shall not be unreasonably withheld; provided that as a condition of any such assignment, such subsequent assignee shall execute such documentation as Manitoba considers reasonable to bind the assignee directly to Manitoba on the terms and conditions as contained in this Agreement, and all defaults of the Lessee shall be cured and brought to good standing. In the event of such permitted assignment, this Agreement shall be deemed not to have terminated.

8(7) Notwithstanding any other provision of this Agreement, Manitoba may terminate this Agreement at any time by giving the Lessee ninety (90) days notice in writing, and upon the expiration of such period of ninety (90) days from the giving of the notice, this Agreement and the term hereby demised shall absolutely cease and determine and be at an end. Upon such termination:

(a) The Lessee shall deliver up possession of the premises to Manitoba and shall not remain in possession of the premises following the termination of this Agreement;

(b) The Lessee shall, within 180 days of such termination, remove all personal property of the Lessee from the premises; and

(c) At the option of the Lessee:

- (i) the Lessee may require Manitoba, by notice in writing to Manitoba within 180 days of such termination, to pay to the Lessee the fair market value of the buildings or structures located on the premises and Manitoba shall purchase such buildings or structures by paying the Lessee that fair market value. When determining such fair market value, regard shall not be had to the fact that this Agreement has been terminated by Manitoba in accordance with this section, and accordingly such fair market value shall include the fair market value of a permitted assignment of the Lessee's rights under this Agreement. Such fair market value shall be determined by agreement between Manitoba and the Lessee or, if they fail to reach an agreement within 180 days of such notice being received by Manitoba, by reference to the Land Value Appraisal Commission, or such other body as may hereafter be substituted therefore from time to time; or
- (ii) the Lessee shall remove all buildings and structures added to the premises within 180 days of such termination,

and where no such notice has been given by the Lessee in accordance with subsection 8(7)(c)(i) above and where those buildings and structures are not removed as set out in subsection 8(7)(c)(ii) above, they shall become the property of Manitoba. At the end of such 180 days, any assets left on the premises as at such date shall vest in Manitoba, and the Lessee shall be deemed to have released and quit-claimed any interest therein to and in favour of Manitoba. No compensation or payment whatsoever shall be payable therefore by Manitoba to the Lessee in such event, except any payment arising from the giving of notice as provided in subsection 8(7)(c)(i) above.

PART 9 - DISPUTES

- 9(1) In the event of a dispute between the parties to this Agreement, the Minister of Environment and Climate Change may appoint an Advisory Board, as provided for under The Provincial Parks Act, for a recommendation.

PART 10 - ENTIRE AGREEMENT

- 10(1) This document contains the entire Agreement between the parties. There are no undertakings, representations, warranties, covenants, guarantees, agreements or promises, express or implied, verbal or otherwise, other than those contained in this Agreement.
- 10(2) No amendment or change to, or modification of, this Agreement shall be valid unless it is in writing and signed by both parties.

PART 11 - APPLICABLE LAW

- 11(1) This Agreement shall be governed by, interpreted, performed and enforced in accordance with the laws of Manitoba.

PART 12 - NOTICES

- 12(1) Any notice or other communication to Manitoba under this Agreement shall be in writing and shall be delivered or sent by mail, postage prepaid to: Park Land Leases and Permits, Real Estate Services Branch, Manitoba Consumer Protection and Government Services, 308-25 Tupper Street North, Portage la Prairie, Manitoba R1N 3K1.
- 12(2) Any notice or other communication to the Lessee under this Agreement shall be in writing and shall be delivered personally to the Lessee or an officer, director or employee of the Lessee or sent by mail, postage prepaid, to the last known address on file in the office of Park Land Leases and Permits of Real Estate Services Branch.
- 12(3) Any notice or communication sent by mail shall be deemed to have been received on the third (3rd) business day following the date of mailing. If mail service is disrupted by labour controversy, notice shall be delivered personally.
- 12(4) Either party may provide notice of change of address to the other in writing and thereafter all notices or communications shall be provided to the new address.
- 12(5) Any notice or other communication signed by any employee, officer or minister of Manitoba acting in that capacity shall be deemed for the purposes of this Agreement to be a notice or other communication executed by Manitoba.

PART 13 - ADDITIONAL PROVISIONS

- 13(1) Time shall be of the essence of this Agreement.
- 13(2) If any provision of this Agreement is illegal or invalid or unenforceable at law it shall be deemed to be severed from this Agreement and the remaining provisions shall nevertheless continue to be in full force and effect.
- 13(3) No waiver of any default under this Agreement shall be binding unless acknowledged in writing by Manitoba. Any condoning, excusing or overlooking by Manitoba of any default shall not operate as a waiver of Manitoba's rights hereunder in respect of any subsequent default.
- 13(4) All headings in this Agreement are inserted for convenience of reference only and will not affect the construction and interpretation of this Agreement.
- 13(5) If two or more sign this Agreement as Lessee, the liability of each to pay rent and service fees and to perform all other obligations hereunder shall be joint and several. If the Lessee is a corporation, each person signing on behalf of the Lessee by so signing hereby agrees to guarantee to Manitoba the performance by the Lessee of all obligations of the Lessee hereunder, and each such person shall be jointly and severally liable with the Lessee as lessee hereunder.
- 13(6) If the Lessee remains in possession of the premises after the termination of this Agreement and Manitoba accepts rent, the tenancy, in the absence of written agreement, will be from month to month only and shall be subject to all terms of this Agreement, including rent, except that the tenancy shall be from month to month.
- 13(7) The Lessee shall not be entitled to file a caveat against title to the premises respecting this Agreement under The Real Property Act (Manitoba) as it may be hereafter amended, replaced or substituted from time to time.

PART 14 - LESSEE'S PERSONAL INFORMATION

14(1) The Lessee acknowledges that:

- (a) personal information pertaining to the Lessee will be collected and used by Manitoba Environment and Climate Change 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 Environment and Climate Change Programs; and
- (c) Manitoba Environment and Climate Change 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) and the Manitoba Environment and Climate Change Programs.

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

This Agreement has been executed by the Minister responsible for the Department of Environment and Climate Change or the Minister's duly authorized representative on behalf of the Province of Manitoba and by the Lessee or the Lessee's duly authorized representative on the dates noted below.

**WITNESS
SIGNED IN THE PRESENCE OF:**

FOR THE LESSEE

Witness

Lessee

Witness

Lessee

Witness

Lessee

Witness

Lessee

Date

FOR HIS MAJESTY THE KING IN
RIGHT OF THE PROVINCE OF MANITOBA

as represented by the Minister
responsible for the Department
of Environment and Climate Change

Date