

APPENDIX XVII



EC 11750
(07/2020)

POLLING PLACE STANDARD LEASE

- POLLING PLACE
- ADVANCE POLLING PLACE

ELECTORAL DISTRICT

BETWEEN

- 1. The Chief Electoral Officer of Canada acting through his or her authorized representative the Returning Officer (Tenant)
- 2. Landlord (or authorized representative)

Payment Information

3. Name of the Landlord or its representative (recipient of rent payment)

4. Address of the Landlord or its representative (to send rent payment)

Landlord Initials	Tenant Initials
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5. GST/HST No.

6. QST No. (for a Quebec Electoral District)

Premises covered by this lease

7. Poll No(s)	8. Rent rate per poll	9. Address and voting room(s) identification as applicable	10. Telephone	11. No. of chairs provided	12. No. of tables provided
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13. Date(s) of rental

14. Hours

15. Total Rent (excluding taxes)

Landlord Initials	Tenant Initials
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Landlord initials	Tenant initials
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16. Contact information of the available individual as per Section 18 of this lease

Additional Information

Because of the Tenant's operational requirements, the parties have agreed to modify the clauses of this lease, prior to its signature, as stipulated in Appendix 1 attached.

As a response to the COVID-19 pandemic, Elections Canada is committed in providing the adaptive safety measures as stipulated in Appendix 2 attached.

1. The Landlord hereby leases to the Tenant the premises described in box 9 ("Premises") for the dates and hours set out in boxes 13 and 14 ("Term").
2. The Tenant must pay the rent described in box 15 ("Total Rent"), plus applicable taxes as indicated in boxes 5 and 6 to the Landlord or its representative as identified in box 3 in respect of this lease, in Canadian funds, without abatement or set-off and be sent to the address of the Landlord or its representative indicated in Box 4 within 30 days of the date of rental set out in box 13.
3. The Landlord must not restrict access to the Premises to the Tenant, his or her employees, agent or contractors during the Term and must provide quiet enjoyment of the Premises to the Tenant.
4. The Landlord acknowledges and agrees that the Premises will be used as a polling place during a federal electoral event and, as such, the general public must be given free and unrestricted access to the Premises during the Term.
5. The Landlord must provide the Premises in a neat, clean and broom-swept condition to the Tenant.
6. The Landlord must provide lighted and, as required, heated Premises to the Tenant's satisfaction during the Term. The Landlord must assume the cost associated with providing such lighting and heating.
7. At the end of the lease, the Tenant must return the Premises to the Landlord in the condition in which they were on the first day of the Term, ordinary wear and tear excepted.
8. The Landlord has the obligation to ensure that the entrance/exit to the Premises and access to and from the building, within which the Premises are located, to the nearest street, must be unrestricted, unhindered and unobstructed at all times during the Term.
9. The Landlord acknowledges that access to the Premises may be required by persons with disabilities. As such, the Landlord has the obligation to ensure that any entrances/exits designed for use by persons with disabilities to access the building within which the Premises are located, and features that can be used by persons with disabilities to access the Premises must always be, during the Term:
 - a. available for the general public; and
 - b. unrestricted, unhindered and unobstructed.

Landlord Tenant
initials initials

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10. The Landlord must provide the number of tables and chairs indicated in boxes 11 and 12. The Landlord must assume the cost associated with providing such tables and chairs.
11. The Landlord acknowledges and agrees that the Tenant has the authority, at his or her own expense, to use its own security services at the Premises at any time during the Term.
12. The Landlord must not rent to any person, corporation, association or any other type of organization other premises owned, controlled or managed by the Landlord, that are within 500 metres of the Premises, if such other premises are to be used for partisan political purposes.
13. The Landlord acknowledges and agrees that the Tenant, acting reasonably, may remove from the Premises or the building in which the Premises are located any material of a partisan political nature. The Tenant will not be liable for any damage, however caused, resulting from such removal.
14. In the event that the federal electoral event, scheduled for the Term is either cancelled or postponed, this lease is hereby immediately terminated. The parties mutually agree to release each other from all claims and demands arising out of the early termination of the lease as a result of such postponement or cancellation.
15. The Landlord must maintain during the Term, the necessary property and liability insurance in such reasonable amounts and with such reasonable deductibles as would be carried by a prudent owner of reasonably similar premises. The Landlord must provide the Tenant with a certificate of insurance detailing insurance coverage, exclusions, deductibles and conditions within 10 days of a written request.
16. The Tenant must maintain during the Term, "All Risks" tenant's legal liability insurance with a limit of liability of \$5,000,000 for property damage of premises leased by the Tenant, as well as a comprehensive commercial general liability insurance policy for bodily injury, death, medical payments or damage to property of others. The Tenant must provide the Landlord with a certificate of insurance detailing insurance coverage, exclusions, deductions, and conditions within 10 days of written request.
17. The Tenant and the Landlord may execute separate counterparts of this lease. Both counterparts taken together constitute one valid and binding agreement. A counterpart may be delivered by facsimile or portable document format (PDF). A copy of an executed counterpart will be as valid as an originally executed counterpart.
18. Upon signature of the lease, the Landlord must provide to the Tenant the contact information of an individual, indicated in box 16, available at all times during the Term and able to assist the Tenant in person if there is any problem with the Premises, its installations and its accessibility, including with any access provided for under this lease.
19. The Landlord must provide priority access to the Tenant, his or her employees, agents or contractors, to a telephone within either the Premises or the building in which the Premises are located.
20. This lease constitutes the entire and only agreement between the parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in this lease. There are no terms, covenants, representations, statements or conditions binding on the parties other than those contained in this lease.

Landlord Tenant
initials initials

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The Chief Electoral Officer of Canada, acting through his or her authorized representative the Returning Officer (Tenant)

Date

Landlord (or authorized representative)

Date

Date that the signed lease is received by the tenant

Date

Landlord
initials Tenant
initials

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APPENDIX 1

Because of the Tenant's operational requirements, the parties have agreed to modify the clauses of this lease, prior to its signature, as follows:

In clause 15, delete the following sentence entirely:

"The Landlord must provide the Tenant with a certificate of insurance detailing insurance coverage, exclusions, deductibles, and conditions within 10 days of written request".

In clause 16, after the first sentence, add the following sentence:

"The certificate of insurance will name the Arch/Dioceses or Eparchy as an additional insured".

Insert, as an additional clause (21) the following paragraph:

"The Tenant is liable for any damage caused by the Tenant, its employees, agents or contractors to the Landlord or any third party. The Landlord is liable for any damage caused by the Landlord, its employees, subcontractors, or agents to the Tenant or any third party. The parties agree that no limitation of liability or indemnity provision applies to the lease. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the lease".

Landlord initials Tenant initials